

STALLIE'S SWEETS, LLC
AGREEMENT FOR WEDDING/ SPECIAL EVENT

The Event:

The Event Date:

The Event Location:

Contact Name, Phone Number, Email:

Non- Refundable Reservation Deposit Amount: **Half of estimated total-**

Date Reservation Deposit Amount Due:

Items + Quantity :

Additional Expenses:

Delivery Cost:

Set up Cost:

Total Package Price:

Total Package Price Due:

For valuable consideration _____ (occasionally referred to collectively as Client, You or Your) agree to retain the services of Stallie's Sweets, LLC and the Stallie's Sweets agrees to provide such services to Client under the following terms and conditions.

Terms and Conditions:

1. RESERVATION

Stallie's Sweets will reserve the time and date agreed upon for The Event upon Your execution of this Agreement and Your payment of the non-refundable Reservation Deposit Amount. The Reservation Deposit Amount will be applied toward the Total Package Price for the baked goods to be furnished at The Event per Your baking order the terms of which are incorporated herein by reference. The Reservation Deposit Amount is due in form of cash or check. If reserved on card, there will be 10% additional charge.

2. PAYMENT OF BALANCE OF TOTAL PACKAGE PRICE

The remaining balance of your order is due in full to Stallie's Sweets no later than _____ (insert date). If the Client fails to remit payment as specified, Stallie's Sweets shall have the right to immediately terminate this Agreement with no further obligation, retain the Reservation Deposit Amount, and not attend, or furnish any baked goods for The Event. If payment is made after the due date, Stallie's Sweets may impose a 10% late fee. Payment may be made in the form of cash or check. If Client's check bounces, Client is responsible for all fees incurred by Stallie's Sweets and Client's order may be cancelled. If paid by invoice there will be an extra 5% service fee. Serving plates and cutlery are not included in the price of the cake, and will not be provided by Stallie's Sweets.

3. CANCELLATION BY CLIENT

In the case that the Client cancels this Agreement before The Event takes place, then the Reservation Deposit Amount will be retained by the Stallie's Sweets without any refund to Client. Any amounts paid by Client in excess of the Reservation Deposit Amount, (less actual expenditures incurred by Stallie's Sweets related to The Event) will be refunded to the Client.

4. CLIENT CONSENT

The Client hereby assigns and grants Stallie's Sweets the irrevocable and unrestricted right to use and publish photographs of the cake and/or baked goods, which may include an image of the Client, for editorial, trade, advertising, educational, and any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same without restriction. Unless expressly waived and consented to by both parties, it is agreed that Stallie's Sweets may display and use the photographs of the cake and/or baked goods taken for any personal or commercial purpose, without compensation to the Client.

5. CHANGES TO THE ORDER:

The final order/designs are due at least 3 weeks before The Event. There shall be no changes to the order/design within three weeks of the Event Date. Any changes after that date are subject to a change in price and possible fees which must be paid prior to the event by cash or check. All changes are subject to availability.

6. EXCLUSIVITY

Unless agreed upon in advance, Stallie's Sweets shall be the exclusive baker retained for The Event.

7. UNFORESEEN CIRCUMSTANCES

In the unlikely case that The Event cannot take place or is postponed due to severe weather, serious emergency, severe illness, Act of God, fire or casualty loss, or other serious occurrence beyond the control of the Client, then Stallie's Sweets will make every reasonable effort to accommodate the new date or a new location, or both, that is scheduled for The Event. If Stallie's Sweets cannot be available, then all amounts paid for The Event (less actual expenditures incurred by Stallie's Sweets related to The Event) will be refunded to the Client, and Stallie's Sweets shall have no other liability to the Client.

In the unlikely case the Stallie's Sweets cannot perform the baking services for The Event due to illness or an accident or other occurrence beyond Stallie's Sweets' control, Stallie's Sweets shall make every reasonable effort to retain an alternative baker for The Event. If a suitable replacement for Stallie's Sweets cannot be found, then all amounts paid for The Event (less actual expenditures incurred by Stallie's Sweets related to The Event) will be refunded to the Client, and Stallie's Sweets shall have no other liability to the Client. If Stallie's Sweets does in fact find a replacement, then the terms and conditions of this Agreement will be honored by the Client and the replacement baker.

8. LIMIT OF LIABILITY

Stallie's Sweets uses reasonable care with respect to the exposure, transportation, and processing of the cake and/or baked goods. Stallie's Sweets is not liable to the Client if the goods are compromised, defective, lost, stolen, or destroyed, except as a result of the Stallie's Sweets's negligence, and not for reasons beyond the control of the Stallie's Sweets. In all cases Stallie's Sweets's total liability to the Client is limited to the return of all payments received for The Event. Client agrees to assume full responsibility for their event guests. Client further agrees to indemnify and hold Stallie's Sweets harmless from and against all bodily injury, property damage or consequential damages which may result from Stallie's Sweets cake and/or baked goods. Stallie's Sweets is not responsible for any damage to the baked goods, or shortage of goods, caused by a guest, caterer, or any other person not employed by Stallie's Sweets. Stallie's Sweets is also not responsible for your not having event goods supplied by us if you fail to complete all payments and deposits when due.

9. NON-GUARANTEE

Stallie's Sweets will do its best to accommodate the Client's expectations, but cannot guarantee that the Client's expectations will be satisfied in all circumstances. Stallie's Sweets

will not be held responsible for any ruined goods due to guests or any other ruined goods due to any other cause in or outside of Stallie's Sweets control.

10. DELIVERY & SET UP

Delivery is \$100.00 charge within city limits of Huxley, IA. Outside of the city limits Stallie's Sweets can deliver for a fee of \$100.00 + \$1/mile. It is the Client's responsibility to ensure that the event location is open and available for set up at the appointed time. Should Stallie's Sweets have to wait at the site for the event location to be opened, you will be billed for the time at an hourly rate of \$20 per hour. Stallie's Sweets is not responsible for anything that may happen to the baked goods after they have been delivered to the event location. If Client elects to pick up and set up the cake and/or baked goods, he or she assumes all liability for the integrity of the cake and/or baked goods once it passes into his/her possession. Set up base charge is \$50.00, with an increase of charge with extent of set up anticipated. All extra charges for delivery and set up will be quoted before final payment is due.

11. EVENT DATE CHANGE

Except for the unforeseen circumstances set forth in section 13, if the Client changes the date of The Event, Stallie's Sweets may accept the change or Stallie's Sweets may refuse to accept the change and terminate this agreement. In the case of refusal, the Reservation Deposit will be retained by the Stallie's Sweets without any refund to the Client. Any amounts paid by Client in excess of the Reservation Deposit Amount, (less actual expenditures incurred by Stallie's Sweets related to The Event) will be refunded to the Client.

12. FOOD ALLERGIES AND FLOWERS

Client acknowledges that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants. Stallie's Sweets takes all necessary precautions to uphold the best quality of products used, you acknowledge there is still a risk taken with non-food products. All of Stallie's Sweets baked goods, fillings, and frostings may contain or come into contact with gluten, soy, wheat, dairy or nuts. Client acknowledges that Clients are responsible for informing their guests of this allergy information.

13. ENTIRE AGREEMENT

This agreement contains the entire understanding between Stallie's Sweets and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties.

14. DAMAGE LIMITATION, MEDIATION, AND GOVERNING LAW

- a. Client is not entitled to the recover damages with respect to this Agreement that

exceed the amount of money paid to Stallie's Sweets for The Event or recover for any item of damage that was not reasonably foreseeable results from any breach and/or nonperformance. If Client initiates court procedures and Stallie's Sweets is found not at fault in the case, Client will be responsible for Stallie's Sweets reasonable attorney's fees and costs, including on any appeal.

b. In the event that Client fails to pay Stallie's Sweets all or part of the amount due, and collection procedures are initiated, you will be responsible for Stallie's Sweets reasonable attorney's fees and costs, including on any appeal.

c. Either prior to commencement or in conjunction with litigation commenced by either party, the parties agree in good faith to participate in mediation as a means to achieve a mutually agreeable resolution. If the parties are unable to agree upon a mediator, the court in which any action is brought shall either appoint the mediator of its choice, or delegate the selection of mediator to the local county mediation program, if available.

d. This Agreement shall be interpreted in accordance with and governed by the laws of the state of Iowa. The parties agree that any action or lawsuit commenced by either party against the other shall be exclusively brought in the Iowa District Court for Polk County, Iowa, including the Small Claims division.

[Signature Page to Follow on Next Page]

I have read and understood the terms above. I hereby agree to the terms of the agreement.

Reservation + Deposit Signature(s):

(Name) (Date)

(Name) (Date)

Stallie's Sweets (Date)

Final Agreement Signature(s):

(Name) (Date)

(Name) (Date)

Stallie's Sweets (Date)