



CAKE CONTRACT

DEPOSIT

A 50% estimated deposit is due at time of booking to secure your date. A deposit of \$_____.____ was accepted on ____/____/20____.

FINAL PAYMENT

Final Payment for your event is due 14 days prior to your event date.

FINAL GUEST COUNT

Final Guest Count, not subject to reduction, is due 14 days prior to your event date(s). If you need to increase your guest count, within 14 days of your event date, we will make every effort to accommodate your request. Additional fees and charges will apply if an increase in guest count occurs within 14 days.

PAYMENT METHODS

All prices quoted are based on a cash/check purchase. All client's wanting to pay via MC or Visa will be assessed a non cash payment (cc processing fee) of 5% per the amount of transaction and pay via PAYPAL credit services. MC or VISA payments are available for deposits only; all final payments must be paid by cash or check.

FLORIDA STATE TAX

Sugar Chef charges 6.0 % on all goods and services. Exceptions for resale can be arranged upon submission of tax ID to Sugar Chef.

DELIVERY CHARGE

Sugar Chef will be happy to deliver any of our creations. For wedding cakes, delivery and set-up by Sugar Chef is required, and is complimentary if within our delivery (noted below). There will be a delivery fee for orders North of Atlantic Avenue, Delray Beach and South of Commercial Blvd, Ft. Lauderdale and West of the Turnpike in all counties. Occasion cakes may be picked up at our studio, and although we take great care in building a durable creation, Sugar Chef is not responsible for the condition of the cake once you leave the shop, and we suggest driving with extra care.

CANCELLATION BY CLIENT

All prepayments and deposits are forfeited if you, the client, cancel the event at any time. Sugar Chef will apply the entire balance of your deposits and prepayments, less \$100.00 towards another event occurring within 90 days of the original event date; subject to our availability.

CANCELLATION BY VENUE or ACTS OF GOD

All prepayments and deposits are forfeited if the event is cancelled by your venue or acts of god (i.e. fire, flood, terrorist activity) prevent Sugar Chef from performing your event as agreed. Sugar Chef will apply the entire balance of your deposits and prepayments, less \$100.00 towards another event occurring within 90 days of the original event date; subject to our availability.

CANCELLATION BY SUGAR CHEF

Sugar Chef reserves the right to terminate this contract for any reason. IF Sugar Chef terminates this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 business days. IF Sugar Chef terminates this contract within 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 business days as well as an additional 25% penalty.

DAMAGE

Sugar Chef assumes no responsibility for **ANY** damage or loss of any merchandise, equipment, furniture, clothing or other valuables prior to, during or after the event. We will do everything possible to ensure that all of your supplies, rentals and equipment are cared for and maintained in good working order and without any damage.

I, the client, understand that by using/providing items I own (ex. toppers) or by providing or by hosting an event in my home/office, that accidents/breakage and damage may occur. I will NOT bill, charge or sue Sugar Chef for any loss unless the damage or loss was caused by the willful negligent actions or conduct of Sugar Chef or its employees.

INSURANCE

Sugar Chef Maintains General, Automobile and Liability Insurance, and prepares all items in a facility inspected and approved by the Department of Health.



ASSIGNABILITY

This contract is not assignable without the written consent of Sugar Chef.

STORAGE

As edible creations using only natural ingredients, any cakes not delivered by Sugar Chef prior to your event will require immediate refrigeration unless specifically directed otherwise by Sugar Chef. Long periods at room temperature, especially outdoors in Florida weather may weaken the structure of the cake and risks damaging the quality and overall stability. Extended periods of non-refrigeration also increase the risk of food borne illness and are not recommended.

RENTALS

You may provide all or part of your own rental items (stands/toppers etc.) for your event. Sugar Chef will/ may give you an estimated cost/ list of rentals for your event. Certain rentals may be provided by Sugar Chef as listed in your estimate. Any loss or damage to ANY rentals will be billed to you after your event.

CAKE TOPPERS/LEFTOVERS

You may package up any/all leftovers. Sugar Chef will provide a cake box appropriate for the tradition of packing up and keeping the top layer of your wedding cake. After initial delivery of the cake, Sugar Chef is not responsible for the safety or condition of any leftovers (including toppers) that are not consumed immediately due to different personal storage practices at home.

AGREEMENT

The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your group to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties.

ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Florida, before one arbitrator. At the option of the first to commence arbitration, the arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction.

This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

CUSTOMER /GROUP

Event Date: ____/____/20____

Date: _____ Name: _____
(client)

SUGAR CHEF

Date: _____ Name: _____