

Lydia's Cakes & Confections

23330 Black Diamond Maple Valley Rd SE, Ste B, Maple Valley, WA 98038

206-890-5679 info@lydiascakes.net lydiascakes.net

Methods of Payment – I accept cash, checks, & credit card

- \$200.00 Non-Refundable deposit will save the date for you. (Recommended if you are unsure of your cake design but do wish for Lydia to be your cake artist)
- 50% Non-Refundable deposit is due at contract signing (minimum of \$200.00 deposit)
 - Contracts are valid for 5 days from creation date. If not signed and returned to Lydia's Cakes & Confections along with the 50% deposit, contract is null and void.
 - If \$200.00 "save the date" deposit is made, it will be included as part of the 50% deposit.
- Final balance due 1 month prior to event date. If payment is not received upon due date, your order will be cancelled.
- Lydia's Cakes & Confections will impose a \$25.00 return check fee on any bounced checks.

Your Obligation – You are responsibilities

- **Contract** - Review in full prior to payment – Retain copy so that you can refer to it when you have a question. If you do not find the answer on the contract, then please feel free to reach out to me.
- **Table Set up** - Will I be setting out cupcakes/confections or will they be set out later - this determines how I transport them. If I will be setting out, table MUST be ready PRIOR to my arrival. I will NOT be leaving my containers at the venue. If your setup does not contain enough trays for all of your ordered cupcakes/confections to be set out, I MUST be informed of this ahead of time so that I know to bring extra to go containers for the overflow.
- **Stand Rentals** - If renting from me, you understand that the items are to be returned within 1 week of your wedding. Once returned clean & undamaged, your security deposit will be refunded within 1 week.

Changes – Once the contract has been signed with Lydia's Cakes & Confections, you are welcome to increase the number of servings but you cannot decrease the number of servings. You may make reasonable changes to your order up to 2 weeks prior to your event. Additional costs may be incurred depending on the nature of the changes. If you request that your cake be redesigned, a \$100/hour design fee will be charged. If I am able, I will accommodate any changes you request, including (but not limited to): flavors, shapes, and decorations. In such an event, I will prepare an updated contract that describes such changes and any resulting additional charges. The updated contract will be attached to the final invoice.

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Cancellation Policy – The deposit payment is non-refundable. If you cancel within fourteen days of the event, and your balance payment has already been made, I MAY refund your balance payment--at my discretion--if I am able to rebook your date with another cake order within that period. If you cancel within 7 days of the event, I will not be able to offer you a refund of any monies paid to Lydia's. The reason for this is that I take on a strictly limited number of orders per week, and have turned away other business in order to focus on your cake. In addition, certain design/decorative elements that are *specific* your cake (e.g. sugar flowers) are often handcrafted up to three weeks in advance of the event, to give them sufficient time to cure or dry before they can be placed on the cake.

Fresh Flowers – If you wish to have fresh flowers arranged on your cake, there are three options to choose from.

- A small amount of fresh flowers, in your colors, are included in your cake order. If you would like more then the small amount, there would be a fee for the additional flowers.
- You can provide the flowers to me the day before or the morning of and I can place them on the cake at no charge.
- You can provide the flowers and your florist can place them on the cake upon delivery to your venue.

If choosing to have fresh flowers arranged on your cake, you acknowledge that fresh flowers are not food products, and may be toxic or contain pesticide/herbicide residues, dirt, insects, and/or other contaminants. When your florist is providing the flowers, all responsibility for the freshness, color, overall condition, and cleanliness of the flowers rests with you (and/or the event florist)

My Obligation – I take my obligation to provide your cake *very seriously*. However, should an unforeseeable event occur that prevents me from fulfilling my obligation and forces me to cancel the agreement with you, I will refund your payment in full. In addition, if at all possible, I will work with you to find another qualified pastry chef or local bakery to assist you with your cake, and will communicate your specifications to the new baker/designer.

Liability for Mistakes – While I make every effort to provide exactly the flavors, fillings, decorations, sizes, shapes and colors you have requested, the creation of a wedding cake is an art and may be subject to slight variations and/or errors by the creator(s). Please understand that the final look of your cake is per my Artistic Eye.

Limitation of Liability – Lydia's Cakes & Confections will endeavor to perform its services in a professional manner and provide the best customer experience possible. In the event that my products or services do not meet my high standards, or the client is dissatisfied, I may--at my discretion--refund the amount paid for those products and services. Lydia's Cakes & Confections total liability is hereby

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limited to amounts paid to Lydia's Cakes & Confections for its goods and services. Lydia's Cakes & Confections will not be liable for any special, incidental, punitive, or consequential damages, whether foreseen or unforeseen, regardless of whether liability is based on breach of contract, breach of express or implied warranty, negligence, strict liability, tort, or otherwise.

Post-Setup Precautions – Once the cake assembly/setup is complete at your event venue, Lydia's Cakes & Confections is not responsible for any damage to the cake other than damage that occurs as a result of improper construction/production. If your venue is outdoors, it is your responsibility to take the necessary precautions (shading, level ground, insect netting, wind protection, temperature control, etc.) to ensure that the cake remains intact beyond initial setup.

Photographs of Your Cake – Lydia's reserve the right to take and use our own photos of your cake(s) to use for marketing and promotional purposes without compensation to you. We may also request photographs from your photographer for the same purpose, although we would credit the photographer in our marketing (if the photographer agrees thereto).

Anniversary Cake – When your cake/confections order is over \$400.00, Don't freeze that top tier! I will make you a Fresh 6" round cake on your 1year Anniversary. (excludes cupcake only orders). **You** are responsible for contacting Lydia's Cakes & Confections 2 weeks prior to your Anniversary to place your order and schedule a pickup date/time. Your order must be made prior to your anniversary and picked up within a week of your anniversary date. If your order is not placed within this time frame, you forfeit your free anniversary cake.

Delivery/Pickup for Wedding/Custom Cakes – Delivery is available within 150 miles of Maple Valley, WA. For Weddings 7 days a week & Custom Tiered cakes – Wednesday thru Saturday. Minimum cake/confections order of \$400 or more.

- \$175.00 for the first 40 miles from Maple Valley (round trip). \$1.50 per mile after.
- Additional fees apply during Peak Commuter Hours
- Pickup is available and is at your own risk - Lydia's will not be held responsible for the cake once in the hands of the client. Cakes are NOT placed in a box as a box will not protect the cake during transportation. Cakes travel best on a flat surface such as in the trunk or on the floor of the car. We do not recommend transporting on the seat of a car or in someone's lap.
- Orders that are for Single tiered cakes and/or cupcake orders are available for pickup only.
- Delivery to Venues that I am a preferred vendor - \$125.00 for the first 40 miles round trip