

# Terms & Conditions

**Entire Agreement:** This agreement contains the entire understanding between SeaBreeze Cupcakes and the client(s) and replaces all prior agreements between parties.

**Consultation & Quote:** The parties agree to a preliminary consultation, in person, by telephone or e-mail before the event date to discuss event, approximation of price. Client will confirm date of tasting and determine flavors (up to two) to taste. For the final order, up to three cupcake flavors/desserts may be selected. A \$17 non-refundable fee will be applied for any additional flavors/desserts selected.

**Cake Tasting:** Should the client(s) schedule an appointment for a cake tasting, a \$25 non-refundable fee will be applied. Up to two flavors of your choice shall be selected. A \$17 non-refundable fee will be applied for any additional flavors selected. If SeaBreeze Cupcakes is selected for your event, the \$25 fee will be deducted from your final balance of the payment. A cake tasting is suggested to be done as soon as possible.

**Booking Fee:** A signed contract and non-refundable deposit of \$150 is required to reserve your date. The deposit is applied toward your final cost and is deducted from the final balance of payment. The booking fee is non-refundable, even if the date is changed or the event cancelled for any reason. Your date will not be saved without the booking fee paid. Payment can be made with credit card (you must complete the credit card authorization form), cash or check.

**Down Payment:** After the cake tasting, a quote will be sent for all items discussed, and will detail all costs pertaining to the order. If SeaBreeze Cupcakes is selected for your event, in addition to the \$150 booking fee, 50% of the total order will be due 4 weeks prior to your event date. Payment can be made with credit card, cash or check. The down payment will be applied to your final balance of payment. In the event of cancellation these monies are forfeit and cannot be used toward any future cupcake purchases.

**Dessert Stand Rental:** If stands, bases, plates, or other props are being rented from SeaBreeze Cupcakes, completion of a separate rental form is required and a security deposit submitted. The deposit will be banked and deductions taken to replace any damaged or loss of items and the client(s) will be invoiced directly for any additional costs (you will be billed directly). If there are no breakages, loss or theft of products, the deposit will be returned. Damaged pieces will result in the forfeit of your deposit and/or full replacement cost of the stand (whichever is greater).

All items rented from SeaBreeze Cupcakes are to be returned within three (3) days from the event date. There is a \$20 per day late payment fee for any items not returned to SeaBreeze Cupcakes by the required date of return.

**Balance of Payment:** You will be billed thirty (30) days prior to your event, with the full amount due two (2) weeks (14 days) prior to your event. It is the client(s) responsibility to provide the final payment within the agreed time. A reminder will not be sent. If the payment is not received within two (2) weeks (14 days) prior to event, the booking will be deemed cancelled and the date will be released and all contracts void. Should notice be given by the client(s) that the payment cannot be received within the two weeks a late payment fee (5% of the total balance) will be applied.

**Delivery:** SeaBreeze Cupcakes can provide delivery of all ordered items and is not responsible for damages to product or rental items after delivery. Seabreeze Cupcakes is not responsible for incorrect delivery times or locations given by the client(s). Delivery charges vary according to mileage and distance of the delivery location (round trip). Delivery within 20 miles of San Luis Obispo will incur a flat rate of \$30. Delivery to a location over 20 miles from San Luis Obispo will incur the flat rate plus sixty (60) cents per mile after that.

Should you choose to pick up your products and/or rental items; SeaBreeze Cupcakes is not responsible for damages to any product after the customer has taken possession. Any repairs or additional product will be subject to additional fees. Please note that direct sunlight and temperatures of 75 degrees and higher have an adverse effect on cupcakes.

**Set-up Time:** SeaBreeze Cupcakes requires at least one hour and 30 minutes setting up all ordered items. This ensures that there is an appropriate amount of time to arrange the display before guests arrive. All ordered items

will be delivered at the date and time agreed upon between the client(s) and SeaBreeze Cupcakes. SeaBreeze Cupcakes is not responsible for any changes that are not made known.

**Order Changes:** Changes to your order including size, description, flavors, etc. will be accepted until two (2) weeks (14 days) prior to the event date. Changes will not be accepted past that date.

**Method of Payment:** Payment may be made by cash, check or credit/debit card through the iPhone Square. SeaBreeze Cupcakes will not provide any services until your payment is approved by the financial institution. There is a \$25 fee for all returned checks. Seabreeze Cupcakes reserves the right to refuse payment by check after a returned check.

**Right of Withdrawal:** Discovery of new information, changes to agreed circumstances or other factors which tends to circumvent its policies may result in its withdrawal. Contributing factors include but not limited to non-cooperation, changes in locations, facilities or available times, missed appointments, non-confirmation of quote acceptance, and late payments. Should SeaBreeze Cupcakes initiate the withdrawal, all fees will be returned, excluding the booking fee.

**Cancellation:** If the client(s) cancels the order prior to three (3) weeks of the event date, it is unlikely that the cancelled space will be filled and therefore the following cancellation charges will apply.

- Less than 3 weeks: 100% of full order cost and booking fee.
- More than 3 weeks: 50% of full order cost and booking fee.

Cancellations MUST be in writing.

**Photography Release:** The client(s) hereby assigns and grants SeaBreeze Cupcakes the irrevocable and unrestricted right to use and publish photographs of the client(s) or photographs in which they may be included, for editorial, advertising or any other purpose. It is agreed that SeaBreeze Cupcakes may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in trade shows, bridal shows, cake industry publications, studio display, magazine advertising and any other purpose deemed appropriate by SeaBreeze Cupcakes.

**Liability:** In the very unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative cake vendor. SeaBreeze Cupcakes will make every effort to locate a replacement cake vendor. If such a situation should occur, all payments received for the event will be returned to the client(s).

**Miscellaneous:** SeaBreeze Cupcakes is only held liable for the items and services listed in this contract. SeaBreeze Cupcakes cannot be held liable for emotional, physical or financial distress due to any unforeseen circumstances that may present themselves. Items outside of this contract are the responsibility and liability of the client(s).

**Price Amendments:** Prices are valid and subject to change without notice.

**Refunds:** Refunds are given only in exceptional circumstances as deemed appropriate by SeaBreeze Cupcakes.

**Allergies:** SeaBreeze Cupcakes is *not* responsible for allergies for the client(s), or client(s) guests. Products may contain traces of nuts. It is the responsibility of the client(s) to inform their guests that traces of nuts may be present in cake pops, cupcakes, or cake. Seabreeze Cupcakes is not responsible for the consumption – or any other contact with—our products by persons with a food allergy (known or unknown).

**I have read, understand, and agree to the terms set out in this contract. I agree that I am the person responsible for all payments and decisions regarding orders placed.**

**Name (Printed):** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_