



## Cake/Treats Contract Terms & Conditions

- Your initial deposit reserves your event date and is non-refundable or transferable.
- No refunds will be issued under any circumstances, unless Sugamama's chooses to cancel your order and if that is to occur; you will receive only your deposit as a refund within 60 days of the cancellation.
- Upon signing the contract, a deposit is due or has been paid.
- Rush orders (less than 1 week) are subject to availability and 25% fee will be assessed to all orders.
- We must receive the balance by the due date indicated (1 week prior) or the contract is null and void, and the deposit will not be refunded. If you miss your final payment on the initial due date, there will be an additional \$25 charge to the total that is due if you are still wanting the order to be processed.
- The date of your final payment is the final date for any changes of size, style or flavors of the cake or treats. Any changes requested after this date cannot be guaranteed and may be subject to additional charges.
- Delivery and setup are an additional cost.
- Sugamama's is not responsible for supplying any fresh flowers on cake toppers that go on the cake.
- We are not responsible for any damage to the cake or treats after setup is complete. You are responsible for providing an appropriate and secure table and environment for the desserts. Cakes are heavy and require a sturdy table and optimal room temperature of 75 degrees or below.
- You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants.
- You are also acknowledging and responsible for all "non-toxic" items you choose for this order such as (disco dust and luster dust) that are not edible but for decoration enhancement use only.
- If you or your representative elects to pick up and set up the cake, you assume all liability and responsibility for the condition of the cake or treats once it leaves Sugamama's possession.
- On occasion we will photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.
- Our products may contain or come in contact with milk, wheat, nuts, soy, and other allergens. You agree to notify your guests of this risk and hold us harmless for allergic reactions.
- Performance of this agreement is contingent upon the ability of Sugamama's to complete the agreement and is subject to labor disputes or strikes, accident, Acts of God, and other causes beyond our control.
- All cake and treat orders that are delivered to set out 1-2 hours prior to your event. If we deliver the cake and there is no place to set up the cake and treats and you place the desserts elsewhere other than where it needs to be set up, such as a restaurant (they typically place the cake in the freezer/refrigerator) if you cut into your cake and it's cold/frozen, this is not our responsibility due to the fact that the cake was not set up when it needed to be upon delivery at the 2-hour mark.



- If you submit a picture or bring a picture to the consultation that you want your cake to be based off, it is your responsibility to state to us that you want the cake to look EXACTLY like the picture. This means color, size, and structure will be close as possible. Once you make changes deviating from the photo, it will no longer look like the photo.
- I have agreed upon that Sugamama's can make adjustments as needed to make my desserts as close to the photo or ideas originally discussed.

## Cancellation Policy

In the event of cancellation, payments and deposits are non-refundable and will not be issued under any circumstances. If the cancellation is made within (90 Days) you will not receive credit or any type of refund. For all custom and signature cakes, no refunds and non-transferable options will be given to move your deposit around to other dates. We do not issue credits for any order or under any circumstances. Sugamama's has every right to cancel your order. You will be informed in writing and will receive your deposit back within 60 days of the cancellation.

## Can You Match The Cake To Our Event Colors?

For color matching we ask that you provide a swatch of the shade you would like. We will do our best to match the color within 3 shades (darker or lighter). With edible products and food grade dyes exact matches are sometimes difficult to achieve. Also, be advised that dark color will sometimes taste a little bitter or stain.

## Delivery/Pick-Up Policy

We offer delivery for our desserts with price starting at \$25. If asked to deliver an order the day of due to you not being able to pick up as agreed, your cake may not be delivered on time, due to lack of communication or setup on your part. The delivery fee will be expected at the time of delivery. If you are picking up your order and it is not picked up within 30 minutes from the time you setup, you will be charged a \$10 fee. A \$25 fee will be accessed on orders picked up more than 30 minutes late. If we have closed and your order still has not been picked up, you may be asked to pick up the next business day. There will be a fee of \$25 added to all orders that need to be picked up on a Sunday. Orders that require pick up during the week are subject to availability.



## Complaints

We require that 80% of the product be returned, along with your receipt, in order to even entertain in-store credit or a partial refund. All returns must be made within 24 hours of pick up or delivery. We will sample the remaining product to determine if it warrants any kind of action. If the product quality meets our standards, no refunds or credit will be given. We do operate with integrity and take your complaints very seriously, so we will do our best to accommodate any dissatisfaction.



The effective date of this agreement is the last date of signature below.

Customer

Sugamama's

By: \_\_\_\_\_

By: \_\_\_\_\_

NAME

ADDRESS

Date: \_\_\_\_\_

Date: \_\_\_\_\_