



PAYMENT TERMS FOR EVENTS UNDER \$100 IN COST

1. Payment in full must be provided at the time of order placement, or 21 days before the event in cases of advance reservation. An order is not considered “booked” until payment has been received.
2. C.O.D. is not accepted.

CLIENT PICK UP

1. Sugar + Slate will not be responsible for any damage occurring to your order once it leaves our control.
2. Please review any special care or cutting instructions included with your order to ensure the product is at its best at the time of serving.
3. We recommend placing all cakes on a flat area of a Van or SUV or floorboard of your vehicle, with air conditioning flowing around the cake, and a non-slip mat under the box or cake board to prevent sliding.
4. If damage occurs during transport or set-up, we may be able to repair it. Cost of repairs will be assessed based on whether the product is returned to the bakery or if staff is required to go to the site for a service call, as well as the amount of time and materials needed to make repairs. Cost of repairs will be negotiated and paid in full prior to repairs.
5. All cakes must be picked up by the customer during the pre-scheduled time frame. Any late pickups will affect our delivery schedule and will incur late fees of \$15 per half hour. After 1pm, we cannot guarantee that we will be present to provide pick up services unless previous arrangements have been made. If you will be later than 12 noon, please consider calling for delivery service.

PAYMENT TERMS FOR EVENTS OVER \$100 IN COST

1. Your initial deposit of \$100 is considered a down payment and date reservation toward your event’s cakes/desserts. An order is not considered “booked” until a deposit has been made. This deposit is non-refundable and non-transferable.
- 50% due at least 4 months before the event (or at the time of booking if between 28 days and 4 months prior to the event) and is considered non-refundable and non-transferable.
- Final Payment in Full is due 30 days before the event, or due in full at time of booking if less than 30 days prior to the event.

3. If the Payment Schedule is not met and no communication has been made, we assume that the event has been canceled, and will have no further obligation hereunder. Any deposits/payments made to date will not be refunded and the delivery date will be made available to other potential clients.

4. Payments may be received in the form of debit/credit card, cash, Venmo (@sugarandslate) or Invoice. COD (cash on delivery) is not accepted.

POSTPONEMENT AND CANCELLATION POLICY

1. We will do everything in our power to accommodate your new date in cases of postponement. However, if a new date is not selected and confirmed prior to two months before your original wedding date, we will assume that your event has been officially canceled, and our cancellation policy will apply.

2. If we are not able to accommodate your new date, we will consider your event to be canceled and our cancellation policy will apply.

3. Cancellation of your event will result in a partial to no refund.

a. Cancellation prior to 4 months before the event: A cancellation fee in the amount of 20% will be collected from total payments received, and the remainder refunded via the original method of payment. You will also be given the option of the remainder of the refund in the form of a shop credit.

b. Cancellation between 4 months to 28 days before the event: A cancellation fee in the amount of 50% of expected final payment will be collected from your total payments, and the remainder of your payment balance will be refunded via the original method of payment. You will also be given the option of the remainder of the refund in the form of a shop credit.

c. Cancellation within the 28 day window before the event will not be granted a refund, except in cases of death in the immediate family or deployment.

DELIVERY

1. Due to the logistics of scheduling multiple deliveries and set ups each day, we require a time range for delivery of your event cakes, as provided by you. You are responsible for confirming this time with your reception/venue staff or wedding coordinator. Cake tables must be set up and ready for us to arrive before the start of this time range. Plateaus, pedestals, risers and dessert trays must also be in place if we are not the providers.

2. Delivery rates will be billed round trip from the bakery to the address provided at a flat rate or \$25 for any delivery under 25 miles, and incur a fee of an additional \$1/mile for any deliveries over 25 miles. Deliveries 75 miles or more round trip will start at \$75 and will incur a fee of \$1.50 per mile over 75 miles. Half miles will be rounded up or down accordingly.

3. Deliveries to outdoor sites are scheduled as close to the event time as possible, to allow for any last minute changes to cake table location, or risks of damage due to weather.

4. We understand that set up issues and slight delays arise during special events, and so we ask that you or a designated party call to inform us of any changes to the time range for delivery, immediately, so we can do everything in our power to avoid scheduling conflicts. Please note the phone number at the top of this contract.

5. Please keep in mind that any delay to delivery affects not only Sugar + Slate, but also all clients expecting delivery following yours. There will be a charge of \$25 per half hour of delay preventing the set-up of cakes or desserts at any venue, rounded up to the next half in cases of partial periods. Venue must be unlocked, opened, and designated cake table set up at the start of the time range to avoid this penalty. The responsibility of this fee is placed upon you, the paying client, and will be invoiced following the event.

6. Delivery times that are inflexible (that can only be made in a 2 hour window as specified by you or the venue) may incur an additional fee. For example, if you do not have flexibility of delivery, and your window for set up requires us to staff additional vehicles and personnel to meet all of our obligations, we may charge for labor and delivery staff.

7. Delivery location must be agreed upon at the time final payment is made. Any changes to delivery location after booking may incur an additional fee.

OUTDOOR SITES

Outdoor settings are unpredictable. While we will do everything in our power to minimize weather damage, cake and sugar will begin to melt in temperatures above 75* and in high humidity. We are not responsible for damage caused by weather.

VENUE AND SITE CONDITIONS

1. We reserve the right to refuse set up of a cake in any location that is not properly air conditioned or weather-proofed, or on any cake plateau or stand that does not appear sturdy enough to hold the weight of our cakes. All efforts will be made to work with venue staff to find placement better suited for your cake to make sure it looks beautiful upon your arrival.

2. Cake is heavy and requires a perfectly level and sturdy table and cake plateau/stand. We are not responsible for any damage caused by tables or cake plateaus/stands that were not provided by us that were unable to withstand the weight of our cakes or tables or cake plateaus/stands that were improperly installed, or installed at a lean.

3. Once cakes are set up, they are not intended to be moved until served. We are not responsible for damage caused by others after we have set up the cake.

FINALIZATION OF DESIGN:

1. We ask that all details and number of servings for your cakes be finalized 30 days before the event date except in cases where the event is booked less than 30 days in advance, in which case the design must be finalized at time of booking, or the design will be left to the full discretion of Sugar + Slate.
2. Changes to the cake design and approved by the client after execution of this agreement may result in total price changes.

VARIATION IN DESIGN

1. While we make every effort to provide exactly the flavor, filling, decoration, size, color, shape, and design discussed during consultations, creating cake is an art form and may be subject to variations. The final interpretation of design and execution is ultimately left to the baker and decorator(s) due to weather constraints or other factors out of our control.
2. Color matching is not a precise science and different sugar substrates take color differently. We will do everything possible to make substrates match to each other and to match provided color swatches, but sometimes it is not possible to make a 100% perfect color match and some colors are just not achievable using food grade dyes.
3. We cannot accurately match a "verbal" color or a color sent via electronic device, as all monitors display color differently. To attempt a color match, you must provide a color swatch at least 14 days in advance of the event.
4. To maintain stability and the integrity of your event cake, we reserve the right to make design and structural changes to your cake on site or off, without prior notification.

ORNAMENTS, TOPPERS, FLOWERS

1. All ornaments and toppers should be brought or shipped to the bakery at least 7 days prior to your event so they can be assessed for weight and stability and cake reinforcements prepared, unless specific weight and dimensions have been previously discussed and approved by us. We reserve the right not to place ornaments on your cake if we feel that doing so will cause damage to your cake.
2. We will add flowers to and around your cake for a nominal fee, if arrangements have been made in advance during consultation. Keep in mind that some flowers can be harmful when eaten, and caution should be used by you and your florist when selecting flowers to insert into cake.
3. Fresh flowers should be placed at the cake table, prepped and ready for use. We are not liable for any damage or illness caused by floral inserts into the cake.

5. Unplanned ornamentation left for us at the cake table will result in additional charges and an invoice for staff labor will be sent after setup. Please be sure to discuss on site decoration with us in advance of delivery to avoid additional charges.

PHOTOGRAPHY OF YOUR CAKE

We reserve the right to take and use photographs of your cake(s) and desserts, before, during and after set up, including scene type photos of the event location, to use for marketing, advertising, and promotional purposes, without compensation to you.

ALLERGENS

While we can attempt to reduce some allergens in your cakes, we cannot prevent cross-contamination in our common prep areas. We process known allergens such as tree nuts, peanuts, wheat, dairy, corn, gluten, and eggs. You agree to notify guests of allergen risks and hold us harmless for any allergic reaction.

NATURAL DISASTER/ACTS OF GOD

Performance of this agreement is contingent upon our ability to complete this agreement, when delay or default is caused by conditions beyond our control, including but not limited to Acts of God, Government restrictions, war, terrorism, criminal act, insurrection, and/or any other causes beyond the reasonable control of the company.

I hereby understand and agree to the terms and conditions set forth in the above contract with Sugar + Slate, LLC as stated. **In lieu of a signature, this contract may be digitally acknowledged by payment of the deposit. If the contract is not returned signed prior to payment, the contract is to be considered acknowledged and binding.**

Client Signature _____ Date _____

Event Date _____

PLEASE DISCLOSE ANY ALLERGY INFORMATION AT TIME OF ORDER. MADE IN A COTTAGE FOOD OPERATION THAT IS NOT SUBJECT TO STATE FOOD SAFETY INSPECTIONS.

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