

## *Wedding Cake Contract*

Cakes by M, LLC

[Cakes by M - Home](#)

970-673-2426

cakesbymwp@gmail.com

### Contact Information:

Name(s):

Phone:

Email:

### Event Information:

Date:

Location:

# of Guests Expected:

Day of Contact - please choose someone who will be available in case questions arise:

Contact Name:

Phone:

Please read the following information and initial that you understand:

\_\_\_ Cake:

Your cake, filling, and frosting flavors, as well as decoration choice, will be listed on your invoice. These may be changed up to the final payment date discussed below.

\_\_\_ Tastings:

Because we do not have a store front, we are unable to offer sit down tastings. If you are in the area, Cakes by M can provide a tasting to go, which offers 3 cake flavors and frosting, plus 3 filling flavors. These will be provided in a way that you can mix and match flavors for an optimal tasting experience. 1 week notice is required for a to go tasting. The cost is \$25, which is then applied to your final bill.

\_\_\_ Cake Stand:

You may provide a stand for your cake. If you choose to do this, it should have a flat area for the cake with a minimum diameter of 2 inches larger than the bottom tier of the cake. The stand must be dropped off prior to your wedding day (this can be arranged closer to the date). If no stand is to be provided, your cake will be built on a cake drum that is ½ inch thick, silver and disposable.

\_\_\_ Flowers:

If you wish to have fresh flowers or greenery on your cake, I recommend talking to and ordering through your florist. If a florist is delivering the flowers, please ask for them to leave everything on the cake table. If the flowers are not there when I deliver the cake, the cake will be left

undecorated. You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants.

Payment:

A \$100 nonrefundable deposit is required to hold your day. Preferable forms of payment are Venmo, credit card (a 3.5% additional fee will be added for all credit card payments), or check. Checks are to be made out to Cakes by M, and mailed to Misty Lamb PO Box 1591 Winter Park, CO 80482. There will be a \$15 charge added for any returned checks. Final payment is due 2 weeks prior to your event, and this will be when we finalize your order in terms of flavors and numbers. We must receive the balance by the due date, or this contract is null and void, and your deposit will not be refunded.

Delivery:

The week prior to your event, we will finalize delivery time and location. Cakes by M is not responsible for any damage to the cake after setup is complete. You are responsible for providing an appropriate and secure table and environment for the cake(s). Cakes are heavy and require a sturdy table, and optimal room temperature of 75 degrees or below. If your event is outside in the summer, it is best to provide an indoor location for the cake, until it is time for the reception. It is also your responsibility to make sure that an outside cake can be delivered to your venue. Cakes by M, LLC is not responsible for any fines or charges incurred from your venue.

Pick up instead of delivery:

You may opt to pick up your cake instead of having it delivered. If you choose this option, you assume all liability and responsibility for the condition of the cake once it leaves Cakes by Ms' possession.

Photo Release:

On occasion we will photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.

Acts of God:

Performance of this agreement is contingent upon the ability of Cakes by M, LLC to complete the agreement and is subject to labor disputes or strikes, accidents, Acts of God, and other causes beyond our control. Should Cakes by M, LLC. have to cancel for one of these reasons, your deposit will be refunded to you.

Colorado Cottage Food Law:

I operate under the Colorado Cottage Food Law. This law requires you, the consumer, to be aware of the following statement. This product was produced in a home kitchen that is not subject to state licensure or inspection and that may also process common food allergens such as tree nuts, peanuts, eggs, soy, wheat, milk, fish and crustacean shellfish. You agree to notify

your guests of this risk and hold us harmless for allergic reactions. This product is not intended for resale.

I have read and understand all that has been proposed.

Print Name:

Signature:

Date:

Thank you for choosing Cakes by M, LLC., I look forward to working with you and helping make your day special! *Misty, Cakes by M, LLC.*