

Wedding Cake Contract
Christi Murphy (Stir Crazy Cakes, LLC)
7702 Zenith Way, Louisville, KY 40219
502.645.6588 (no text)

Email: christi.murphy@ymail.com

Website: www.stircrazycakes.com

Wedding Date:

Name _____ **Name** _____ **Venue:** _____

Client Address _____ **Time of Wedding –** _____ **(on site off site)** _____ **Time of Reception–** _____

Phone Number(s): _____ **Email:** _____

Customer Satisfaction Guarantee: I take pride in my creations and will do everything possible to make your cake exactly as you want it and even to exceed your expectations. As a small business, each cake is as important as the next and I believe my personal touches ensure that every client will be fully satisfied with the end result. I may be a small business but I have a BIG heart for all things cake! I promise 100% satisfaction guarantee in delivering the wedding cake as specified in your order as it pertains to being freshly baked, correct in flavor and design, and of a timely delivery.

Prices

Wedding Cake - \$4.00/slice
Party Cupcakes - \$2.50/cupcake
Unfrosted "Naked" Cakes - \$3.00/slice
½ sheet (1-layer no filling) - \$60.00 = \$1.71/slice (serves 35)
Groom's Cakes, Rehearsal Dinner Cakes – individually priced based on size/decoration.

Party Cupcakes – swirl of icing. No additional decorations.
Party Cupcakes with Additional Decorations– includes adornments such as chocolate monograms, roses, bows, special work, etc. (extra charge)
Pre-boxed Anniversary Cake - \$30.00
6" Ceremonial Cake to Cut - \$30.00* (with accompanying order of sheet cakes or cupcakes).
Cake Stand Rentals – available with cake stand deposit. All individually priced.

Retainer Fee: All retainer fees (\$100.00 "good faith" retainer given to us in order to reserve your cake) are non-refundable after the "24-hour Right-to-Cancel" time. The retainer fee must be received in conjunction with the contract in order to secure the order (must receive both within 24 hours of each other). To receive a refund of the retainer fee, the client must verbally inform Christi Murphy of "intent to cancel" within 24 hours of execution of this contract and then email a written confirmation to Christi Murphy within one business day of verbal notification. With these conditions being met, Christi Murphy will mail retainer fee back to client within two days of receiving written cancellation. Retainer fees are non-refundable after 24 hours of execution of this contract and are non-transferable to another date/person/event. NO EXCEPTIONS! Retainer fee applies to final balance.

Balance Due:

- **2 weeks (14 days) before event** – Payment for the balance is due in full. Forms of payment accepted (check, cash, debit/credit card)
- **13 days or less before event** – No checks shall be accepted if 13 days or less before event. Only forms of payment accepted are debit/credit card, cash, and money orders. **Client agrees to pay a late fee of \$50.00 in addition to balance owed. NO EXCEPTIONS.**
- **Automatic Cancellation:** If client has not paid balance in full by 5:00 p.m. 7 days before event date, said event is automatically classified as "cancelled". Any payments made previously toward your order for this event are non-refundable. Client waives the right to seek damages from Christi Murphy and/or Stir Crazy Cakes, LLC for breach of contract for refund of any and all payments made toward this order or for non-performance due to *Automatic Cancellation*. Any payments made are non-transferable to any other person, order, or date.

Cancellations: 90 Days or More – Client must verbally inform Christi Murphy of cancellation and then submit written notification within 2 business days of verbal contact. Per terms of this contract, client will receive all money paid toward the event (less the retainer fee amount) within 7 days of receipt of written notice. The retainer is non-refundable. **89 Days or Less Before Event** - If client chooses to cancel this contract 89 days or less, any payments made to your account for your event are non-refundable and non-transferable to another person, another order, event, or date. If client chooses to remain under contract but needs to change the date of this event, see "**Changes in EVENT DATE**" below.

Changes in "Event Date" – In the event that the client needs to change the original contracted event date to a new event date, the client must first obtain approval of new event date from Christi Murphy. Approval is based on availability in our schedule. Upon receiving approval for new event date, the original date must be cancelled. To effect changes, the client agrees to submit written notice of new date and pay a "**transfer fee**" of \$50.00 within 2 business days to Christi Murphy. If client does not submit written notice and pay fee within 2 business days, the original contracted date and terms will remain effective and unchanged. If the new date is unavailable, client can choose to cancel order or keep original event date. Retainer fee is non-refundable.

Changes in "Event Time" or "Reception Location" – Client agrees to inform Christi Murphy of Stir Crazy Cakes verbally to obtain approval of new "Event Time" and/or "Reception Location". If change causes for scheduling problems for Christi Murphy, the initial delivery time or reception location must be considered acceptable "or" the client can pick up their order from Christi Murphy's work location of 7702 Zenith Way, Louisville, KY 40219. Picking order up will not result in a discounted price. Following verbal approval of time change, client must submit change in writing to Christi Murphy within two business days of verbal notice.

Payments: We accept payments in form of cash, check, or money order. In event of a returned check, there will be a \$50.00 charge added to your account. If client or representative of client refuses to pay fee plus amount of returned check (in cash) within 2 business days of being notified of returned check, you will be in breach of contract and your order will be cancelled.

Delivery: Wedding cakes totaling \$300.00 or more are delivered and set-up at no additional charge (as long as the reception site is within Louisville/Southern Indiana driving radius). For wedding cakes totaling less than \$300.00, a \$50.00 fee is added to the total - or the client can choose to have their order picked up. Orders outside of the Louisville/Southern Indiana area are subject to Christi Murphy's approval and possibly additional delivery fee. (\$75.00 Delivery Charge for Bardstown, KY. \$100.00 Delivery Charge for Frankfort and Lexington, KY)

Cake Serving: Serving personnel for your wedding cake are not provided by Christi Murphy of Stir Crazy Cakes. A cake information packet will be left at the reception site that will instruct your servers on the proper cake cutting procedure along with a computer layout of your chosen cake design and flavors.

Damage After Set Up: Client shall not hold Christi Murphy of Stir Crazy Cakes responsible for any damage to wedding cake after set up. Christi Murphy will take a photo of cake from all angles after set up is complete to show completion of contractual terms. Client is responsible for providing an appropriate and secure table in a safe environment for the cake(s) in a temperature controlled room of 75 degrees or below.

Pick Ups: If client or client's representative elect to pick up and set up the cake, client assumes any/all responsibility or liability for the condition of the cake once it leaves Stir Crazy Cakes' business location at 7702 Zenith Way, Louisville, KY 40219.

Photographs: Christi Murphy and/or Stir Crazy Cakes reserves the right to use the photographs of your cake for promotions and on website without any compensation to client.

"Thank You" Notes: It is understood that Christi Murphy and/or Stir Crazy Cakes is free to use your note of appreciation as a Testimony of your satisfaction on our website.

Ingredients - Our products may contain or come into contact with milk, wheat, nuts, soy, or other allergens. You agree to notify your guests of this risk & hold us harmless for allergic reactions.

Acts of God: Being that weddings are a live, uncontrolled event, it is in the best interest of all concerned to have clear and acceptable plan of action should any unforeseen situation arise. Should Christi Murphy and/or Stir Crazy Cakes not be able to fulfill order as agreed upon due to an extraordinary event beyond our control, we shall do the following. Our responsibility to each event is as follows:

Death of an Immediate Family Member of Christi Murphy of Stir Crazy Cakes (parent, husband, child, sibling) or **Hospitalization of Christi Murphy** - Client and/or representatives for client agree to accept a full refund of all monies paid to Christi Murphy of Stir Crazy Cakes (including retainer fee) to satisfy any/all claims of non-performance or breach of contract as a result of death of a husband, child, parent, or sibling of Christi Murphy or hospitalization of Christi Murphy. Refund will be submitted within two business days of verbal notification to client of situation. Client agrees to these terms at execution of contract and holds Christi Murphy of Stir Crazy Cakes, LLC harmless and will not seek compensation above and beyond said refund.

Acts of God Clause: Inclement Weather (defined as any situation or event where roads are impassable due to snow, ice, blizzard, earthquake, fire, flood, riot(s), or any other unforeseen situation) or **Automobile Accident/Break-down/Flat Tire (en route to venue)** - Client and/or representatives for client agree to accept a full refund of all monies paid to Christi Murphy of Stir Crazy Cakes (including retainer fee) to satisfy any/all claims of non-performance or breach of contract by Christi Murphy and/or Stir Crazy Cakes as a result of unforeseen conditions. Refund will be submitted within two business days of event date. Client agrees to these terms at execution of contract and holds Christi Murphy of Stir Crazy Cakes harmless and will not seek compensation above and beyond said refund.

"I agree to the terms set out in this contract and agree that I am the person responsible for all payments and decisions regarding this cake order."

Christi Murphy Date

Signature of Client

Date