Cake 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 Smashing Sweets Bakery chooses to cancel your order and if that is to occur, you will receive only your deposit as a refund with 60 days of the cancellation
- Upon signing the contract, a deposit is due or has been paid
- We must receive the balance by the due date indicated (2 weeks prior) or the contract is null and void, and deposit will not be refunded. If you miss your final payment on the initial due date, there will be an additional 25% 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. Any changes requested after this date cannot be guaranteed and may be subject to additional charges
- Delivery and setup is an additional cost.
- Smashing Sweets Bakery is not responsible for supplying any fresh flowers or cake toppers that go on the cake.
- We are not responsible for any damage to the cake after setup is complete. You are responsible for providing an appropriate & secure table and environment for the cake(s). Cakes are heavy & require a sturdy table, & 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 chose for this order such as disco dust and luster dust that is not edible but for enhancing decorating use only.
- If you or your representative elective pick up and set up the cake, you assume all liability and responsibility for the condition of the cake once it leaves Smashing Sweets Bakery’s possession.
- On occasion we will photograph our cakes and we reserve the right to use these 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 Smashing Sweets Bakery to complete the agreement and is subject to labor disputes or strikes, accidents, Acts of God, and other causes beyond our control.

Cake Contract Terms & Conditions (Cont.)

- All cake orders that are delivered have to be 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 you place the cake 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 its cold/frozen, this is not our responsibility due to the fact that the cake was not set up where 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 of, it is your responsibility to state to us that you want the cake to look EXACTLY like. This means, color, size, and structure will be close as possible. Once you make changes to the photo, it will not look like the picture you provided to Smashing Sweets Bakery. You are changing the look from the photo which means, it will not look like the photo.

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 & signature cakes, no refunds and or non-transferrable options will be given to move your deposit around to other dates. We do not issue credits for any order or under any circumstances. Smashing Sweets Bakery has every right to cancel your order. You will be informed in writing and you will receive your deposit back with 60 days of the cancellation.

Can you match the cake to the colors I am using?

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 to 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 colors will sometimes taste a little bitter, or stain.

Delivery/Pick-up policy

We offer delivery for our custom/wedding cakes with prices starting at $50. If asked to deliver an order the day of, due to you not being able to pick up the cake as agreed, your cake may not be delivered on time, due to lack of communication or set-up on your part. The delivery fee will be expected at the time of delivery. If you are picking up your cake and the cake is not picked-up with a 15-20 minute window from the agreed upon time, you will not be able to pick up your cake until the following business day. Please take the time to take your cake order, my time and other clients orders into consideration.

I do acknowledge that it is my sole responsibly to check my contract to ensure all details are correct. If changes to this contract are needed, I do acknowledge that it is my sole responsibility to notify Smashing Sweets Bakery in writing as soon as possible of the changes. I do understand that the cake details (flavors, styles, sizes, etc.) stated on my contract will supersede any verbal or other written communications. In other words, if it is not on my contract, it will not be on my cake.

Smashing Sweets Bakery is not responsible for damage to cakes resulting from sitting outside or damage resulting after the cake has been picked up by the client. I give some degree of artistic license concerning my cake design. I understand that my cake will be the closest representation of agreed upon.

“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.” If you are unsatisfied with your order upon delivery/pickup, and do not express your concerns at that time, you will not receive credit or any type of refund.

If you are not there and have a coordinator or event planner, they will be your representative. If you do not express concerns 7 days from the day of your event, there is no refunds, credit or solution.

Signing below pertains to pages Terms & Conditions of the contract.

DATE:_____

PRINT NAME:_____

SIGNATURE:_____