



Custom Cake Client Contract

BY MAKING A PAYMENT AND BOOKING YOUR EVENT WITH JENA CAKES, YOU ARE AGREEING TO THESE POLICIES

DESIGN:

Client understands that cake design is a creative art form, and thus final design is an interpretation of the requested design. Client understands that Jena Cakes will implement the decided cake design as close as possible to any photo references used in the design process. It is understood that slight variations in color, embellishment and detail may be present in the final design. Client agrees to give Jena Cakes the freedom to make creative changes to the decided design if the need should arise due to stability, structural integrity of the cake or other certain emergencies.

DESIGN CHANGES:

The client understands that making any changes to the design, flavors, or décor of the cake order will affect the final cost of the cake, and may require additional payment.

Client may request changes to the cake design up to **two weeks** prior to the event date.

Client may request changes to the cake flavor up to **one week** prior to the event date.

Jena Cakes cannot accept any further changes past the times listed above due to purchasing and preparation for the order that will already be underway.

DEPOSIT:

To book your event date a 20% non-refundable deposit is required. Cake availability is based on a first come, first serve basis; the deposit is paid to reserve your date. If the cake is booked less than two weeks before the event date, the full payment is required to book. The client understands that should they cancel their order, that deposit is non-refundable. If the event needs to be changed to another date, there will be no additional charge to do so. However, Jena Cakes cannot guarantee that all accommodations can be made in the case of a changed date.

FINAL PAYMENT:

The client understands that the final payment is due two weeks before the event date. Jena Cakes will send reminders, but it is the responsibility of the client to send any payment(s) prior to the date of the event. If final payment is not received by five days prior to the event date, without communication, Jena Cakes will not be help responsible for completing the requested service and will retain the non-refundable deposit amount.

CANCELLATION POLICY:

The client understands that in the event of a cancellation, Jena Cakes will retain the non-returnable deposit paid at the time of booking. If the cancellation is within one week of the event the amount refunded, if any, will be determined by Jena Cakes based on supplies purchased, time invested, and other orders turned away to fulfill the clients order. If something occurs that affects your event date, please reach out to Jena Cakes to discuss your options, we will do our best to accommodate your needs.

DELIVERY:

Jena Cakes strongly recommends cakes larger than two tiers be delivered. Delivery must be determined no less than two weeks before the event date. If any changes to the delivery date/time/location need to be updated it must be clearly communicated. Jena Cakes will try to accommodate these changes but cannot guarantee availability past two weeks. Jena Cakes will only deliver the cake and will not stay for cutting, this is typically completed by the caterer or venue.

SET UP:

At the event location/venue, please make careful arrangements for where the cake is to be placed. It should not be put in direct sunlight, by a fireplace or any other warm area. It should be placed in a safe spot away from guest traffic and any tables or cake stands should be sturdy and can hold the cake securely. Jena Cakes cannot be held liable for any damages that occur in the clients care or after the cake has been delivered.

CUSTOMER PICKUPS:

The client has the option to pick up their order. The client and Jena Cakes will plan for a pickup time no later than one week prior to the event date. Client is responsible to arrive on time to pick up the order. Jena cakes will make an effort to provide a one hour window for late pickups, however it is not Jena Cakes responsibility to remain available for pickup past one hour. Upon pick up the client understands that Jena Cakes has done everything to ensure structural stability of their cake, but once it is in possession of the client, it is the client's responsibility to transport safely. If the client intends to store the cake overnight, client understands they are responsible for the care and transport of the cake and Jena Cakes cannot be held liable for any damages that occur in the client's care. Please reference the cake care instructions provided on jenacakes.com.

COMPANY RESPONSIBILITY:

In the case of an unavoidable situation, such as a car accident or poor road conditions during delivery. Jena Cakes cannot be held liable for more than the cost of the ordered cake. In the even of personal or family emergency, Jena Cakes will forfeit all payments and will do their best to find another professional Cake Designer in the area to take over the cake order. Jena Cakes will do it's best to negotiate the same pricing that was originally agreed upon. Client is allowed to deny services of a new decorator and simply accept the refund.

FOOD ALLERGY DISCLAIMER:

Not all baked goods produced by Jena Cakes specifically contain allergens, however, all products are produced in a kitchen that also processes allergens. Due to risk of cross-contamination, Jena Cakes can never guarantee that that product is 100% free of allergens. Client understands in the case of an extreme food allergy or medical condition Jena Cakes strongly encourages the client to order through another specialized bakery.

Thank you for ordering with Jena Cakes!