

Kutie Cakes LLC

Terms & Conditions

Weddings & Events

This is a contract for wedding cake services and or large events to be provided by Kutie Cakes, LLC. You agree to the following terms and conditions:

BOOKING & PAYMENT SCHEDULE:

Your order is reserved only when a cake contract is drawn up and signed. A 33% booking retainer is required. If your cake is booked less than 30 days in advance, 100% is due. A 33% retainer is required to reserve your date and is NON-REFUNDABLE in the event of a cancellation. In addition to the retainer (deposit) the remaining balance will be divided up in two remaining payments. The final balance of your wedding cake order is due in full 30 days prior to the wedding date. Tiered cake designs, and sizes are required to be finalized 30 days prior to the contracted date. If your order is not paid in full within 14 days of the contracted wedding date, your cake will NOT be made.

CHANGES:

Changes to your cake's size, description, flavors, etc. will be accepted up until 21 days prior to the contracted wedding date. Changes within 21 days may be accepted after review at an additional cost of the contracted price. Sheet cakes may be added any time up to the week of the wedding and paid for as added.

FORM OF PAYMENT: Payments may be made by credit card, cash, or check made payable to Tekelia Finch. Cash is only accepted in person. Do not mail cash. Contact Tekelia Finch if you would like to mail a check.

CAKE TASTING: Cake tastings are included in the wedding package for 3 people. For tasting larger than 3 guest a small fee will be due prior to your tasting. Fees will vary based on the number of guest. Any money paid of the cake tasting does not go toward your final balance.

DELIVERY & SET UP: Delivery and setup is strongly recommended for all wedding cakes and for some multiple tiered special occasion cakes. Delivery is included for cakes within a 10-mile radius of Kutie Cakes LLC. All other cake delivery fees are determined on a case-by-case basis and details are included in the contract price. If you prefer to pick up your cake, please make arrangements beforehand to schedule an appointment. Please arrive to pick up your cakes on time. Kutie Cakes LLC is not responsible for any damages that occur once the order has been picked up or delivered, nor are we responsible for late pick-ups beyond business hours.

CANCELLATION POLICY: Orders cancellations are accepted up until 30 days of the event and may be refunded up to 66% of balance paid. The initial 33% retainer will not be refunded. Orders cancelled within the 30 day period will not be refunded. In the event that something occurs to affect your scheduled event date, please contact Kutie Cakes promptly to discuss rescheduling the event. Every attempt will be made to reschedule, but availability is not guaranteed.

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FAILURE TO PERFORM: Due to the limited nature of the events, Kutie Cakes LLC is not responsible for damage to goods after delivery, including but not limited to temperature control or human error. Kutie Cakes LLC is not responsible for lateness due to severe weather conditions, scheduling complications due to lateness of wedding party or venue mgmt. It is acknowledged that any drawings or picture examples submitted to Kutie Cakes LLC will be used for organizational purposes only and in no way represents exact techniques that will actually be produced. Kutie Cakes LLC will do its best to fulfill all requests but can make no guarantees all techniques will be exact. Clients are responsible for all location fees, permits, and additional costs relating to insurance certificates required by vendor. If Kutie Cakes LLC cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the decorator's illness, then Kutie Cakes LLC shall return any moneys paid by the client but shall have no further liability with respect to the agreement.

RETURNED CHECKS: All checks and or payments should be submitted at least 30 days prior to event. Returned checks are subject to a \$50.00 returned check fee. The client will assume responsibility for any and all collection costs and legal fees incurred by Kutie Cakes LLC in the event of enforcement of this contract becomes necessary. All legal action shall take place in Tennessee.