**Final Payments/ Final Changes due no later than**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (**Ten days prior to event**)

**Performance Of this agreement is contingent upon the responsible party(s) to complete this agreement and is subject to accidents, Acts of God, and any event of circumstance that happens beyond our control.**

TERMS AND CONDITIONS:

* **All final payments must be received at least ten days prior to your event date**. All final changes to your order must also be completed prior to this due date. This includes changes of venue, time, size, style, flavors and decorations to your cake. Any changes which are requested after this due date cannot be guaranteed and will be subject to additional charges. **Any/all equipment and or decorative supplies must also be provided prior to this due date.**
* Late payments will be given a grace period of five (5) calendar days – not business days – after the stated payment due date. Late payments received during that grace period may be assessed a $35 late fee. Returned checks will be assessed a $35 surcharge. Cancelled events are eligible for full refund if requested ***at least*** 30 (thirty) days prior to the event, and non-refundable anytime thereafter. Postponed events require the same amount of notice for credits to apply.
* If fresh flowers and/or any non-edible decorations are provided by an outside source, you acknowledge that they ARE NOT a food product which may contain contaminants and must be removed from the cake prior to serving.
* Yia Yia’s Bakery’s cakes are individually designed. We will follow the customer’s request for the design of the cake as closely as possible to create the exact cake desired. ***Providing photos of desired design details and color swatches are recommended.*** Replicas cannot always be recreated ***exactly*** as photograph provided. Final product is dependent on materials and tools available.
* ***Yia Yia’s Bakery requires a detailed description of the requested cake to be completed at the time of consultation.*** *If a customer is not prepared to finalize the design of their cake during an initial consultation, it is their responsibility to arrange a follow-up appointment, in which will allow for the order to be complete AT LEAST ten days prior to the event. Yia Yia’s Bakery reserves the right to refuse orders not completed prior to finalization due date.*
* ***Yia Yia’s bakery does not accept any design changes by phone or through email (by appointment only).***
* Yia Yia’s Bakery is not responsible for any damage done to the cake after set up is completed at the venue. If you or an elected representative chooses to pick up your cake, you assume all liability for any damage to the cake once it leaves the premise of Yia Yia’s Bakery. Yia Yia’s Bakery will not be held liable for damages cause by toppers placed on-site or provided by an outside source.
* On occasion we may photograph our cakes and we reserve the right to use our photographs for promotional use or display without compensation to you.
* Our products may contain or may come into contact with milk, wheat, nuts, soy and or other allergens. You agree to notify your guests of this risk and will not hold Yia Yia’s Bakery liable for allergic reactions.

**By signing below I agree to -and understand- the terms and conditions set forth in this contract, and agree that I am fully responsible for any payments and decisions regarding this cake order.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature(s) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name(s) Event Date

**If a caterer is paying (fully or partially) for my wedding cake, I agree to the terms of sale:** If my cake designed during consultation feeds more than my final guarantee will allow*, I will either adjust the size of my cake to accommodate the guaranteed number of guests OR pay the per person difference to the bakery AT LEAST ten days prior* to the event. Furthermore, if I chose to build a cake larger than what is suggested to me by my consultant, I agree at this time that I will pay the bakery directly for the per person difference for my cake. If at any point I decide I no longer want a cake larger than my final guarantee, I will schedule an appointment with my consultant, to modify my cake size in person so that I will understand how this change will affect my order. Additionally, if the design of my cake incurs any labor fees or added cost, I will pay the bakery the required amount at least ten days prior to the event.

**By signing below I understand that the term of sale is based on the “final guarantee” provided by my caterer ten (10) days prior to the event. I understand my aforementioned options regarding the sale. I agree to follow the terms of sale posted by Yia Yia’s Bakery.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature(s) Date