

# Daisy Cakes Orlando

*info@daisycakesorlando.com*

**Pick Up Date & Time:** the pick up appointment time will be confirmed a few days prior

**Pick Up Address:** 12970 Kegan St, Windermere, FL, 34786

**Serving Instructions:** Cake should be kept refrigerated and set out 1 hour prior to serving.

## Payment

Payment can be made through the phone app Venmo (username is @daisycakesorlando and last 4 digits of phone number is 9727), Zelle (Alessandro Caria, 407-353-9727) or Paypal (info@daisycakesorlando.com) .

50% deposit (retainer) is required at time of booking and is not refundable. Full payment is due by pick up or delivery day.

## Terms

1. Your initial Retainer reserves your event date and is non-refundable.
2. Daisy Cakes Orlando (hereinafter referred to as DCO) must receive your Total Balance by the due date indicated above or your contract is cancelled and Retainer (if one was paid) will not be refunded. Your Total Balance is non-refundable. All monies previously paid are also non-refundable.
3. All changes of size, style or flavors of the cake and/or desserts must be requested in writing by Client no later than 7 days prior to the event. Note that after the Initial Payment is made, Client may not make any reduction of servings. Changes may be approved at the discretion of DCO and shall be acknowledged in writing. Changes to the menu may result in additional charges to the Client.
4. Although DCO will make every reasonable attempt to create your cake and/or desserts as outlined in the contract, sometimes there are circumstances beyond our control where specific ingredients or décor items become unavailable due to shortages, back order or items being out of season. DCO will make appropriate substitutions as necessary and Client will not hold DCO liable for necessary changes.
5. DCO is not responsible for any damage to the cake and/or desserts after setup is complete. You are responsible for providing an appropriate and secure table and environment for the cake and/or desserts. Cakes are heavy and require a sturdy table and optimal room temperature of 70 degrees or below. Cakes and/or desserts should be kept out of direct sunlight and away from unnecessary heat. High temperatures can adversely affect your cake and/or desserts. If you will be using a cake stand, DCO must be informed prior to the event to ensure that the cake stand is the appropriate size for your cake.
6. If you are picking up your desserts, everything must be kept refrigerated, unless otherwise noted. The items should be brought to room temperature prior to serving by allowing them to sit out 1 hour prior to serving, unless otherwise noted. Delivery fees vary based on distance and location.
7. If fresh flowers and/or plants are added to your cake and/or desserts, you acknowledge that they are not a food product and may contain pesticides, insects, dirt, or other contaminants. They should not be consumed. If you have an allergy to a specific flower and/or plant, it is your responsibility to let DCO know, if we are the one providing the flowers and/or plants. It is your responsibility to make your guests aware of what flowers and/or plants will be used and you will not hold us liable if an allergic reaction occurs because of them. Some florals will contain pieces of floral tape and floral wire. These should not be consumed and should be removed from the cake prior to serving. Other non-edible décor items should be removed from the cake prior to serving. Dowels, straws or other supports inside of the cake should also be removed prior to serving.
8. We will happily use photos as inspiration for your cake and/or desserts but we do not replicate anything from photos. Each cake and/or dessert is custom-made for each Client. If you provide a color palette to use for your design, we will do our best to match the colors but cannot guarantee an exact color match. If fresh florals are provided to use on the cake and/or desserts and the colors of the florals vary from the color palette provided, we will ultimately adjust the colors used in the design at our discretion. DCO has the final say over all designs.
9. If the Client or their representative elect to pick up and set up the cake and/or desserts, you assume all liability and responsibility for the condition of the cake and/or desserts once it leaves DCO's possession. When a pick-up time is set, we ask that you arrive no later than 30 minutes after that time. If you do not alert us that you will be late and arrive more than 30 minutes after your scheduled time, a late fee will be charged and must be paid before you can obtain the cake and/or desserts.
10. If there are any concerns or errors with your order, you must inform DCO within 24 hours.
11. DCO will photograph the Client's cake and/or desserts and DCO reserves the right to use any photographs for display or promotion without compensation to you.
12. WWB's products may contain or come into contact with dairy, wheat, nuts, soy, and other allergens. Our kitchen is NOT nut, dairy, soy or gluten-free. You agree to notify your guests of this risk and hold us harmless for allergic reactions or illnesses caused by these allergens. Please note, certain food dye colors can stain your mouth when consuming such as black, red, blue, etc and you understand these risks.
13. Performance of this agreement is contingent upon the ability of DCO to complete the agreement and is subject to cancellation by DCO due to accidents, Acts of God, Force Majeure and other causes beyond our control. DCO shall not be liable to the Client for damages as a result of any failure to perform its obligation under this contract.
15. This contract sets forth the entire agreement between Client and DCO and there are no promises, agreements, conditions, or understandings, oral or written, between them other than those herein set forth.

By submitting payment, 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 order.

**For wedding cakes only:**

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 order.

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_