



Thank you for choosing SHMILY Tree Cakery

Client name(s):	
Client Phone Number:	
Client Email Address:	
Preferred contact method:	
Serving size needed:	
Cake/Dessert/Pastry Ideas:	
Contract Price:	
Event Date/Time:	
Venue Location/Delivery Address:	
Special Requests:	

Initial and date: _____

This agreement encompasses all Wedding and Special Event orders and constitutes the binding contract between the client and SHMILY Tree Cakery. Upon making a purchase, submitting a deposit, or providing a down payment for any of our products, the client explicitly agrees to abide by the terms and conditions outlined herein.

Please note that these terms and conditions are subject to change without prior notice. It is the client's responsibility to review and familiarize themselves with the current terms and conditions at the time of any transaction.

WEDDINGS and LARGER Event orders

Step 1: Consultation

First, we start with a consultation to make sure that we can accommodate your needs for your special event. The initial consultation is usually done by phone/zoom, and then we can schedule a tasting in person.

Step 2: Tastings & Design

Cake and dessert tastings are super important to make sure you are getting exactly what you are looking for. Cake tastings can include up to 3 cake flavors, up to 3 fillings, and up to 3 buttercream flavors. Dessert tastings vary depending on what you are looking for exactly, but can include but aren't limited to a variety of bars, cookies, tarts & pastries. You will also receive a take-home sampling of each item! Tastings are \$30, are non-refundable, and accommodate 2 people. Each additional person that would like to partake is an additional \$15. Please bring any color swatches or items you want matched to your order.

You are welcome to share or provide photos for inspiration regarding your preferences. However, kindly note that I cannot reproduce exact designs from other sources due to copyright restrictions. I am more than happy to use these inspiration photos and tailor them to your preferences to create a unique and personalized design for you.

Regarding serving sizes, please be aware that your quote encompasses the precise quantity of servings for your guests. If you are ordering a cake meant to be cut, I cannot assume responsibility for any shortage of pieces resulting from how the cake is cut. It's essential to plan for portions based on the cutting or serving arrangements made by you or your designated personnel.

Initial and date: _____

Step 3: Payment & Cancellation Policy

Payment can be made via Paypal, Cash, Check, Money Order, or credit card.

Payment Policy:

The SAVE THE DATE deposit is a minimum of \$100 or 25% of your order total. (whichever is greater). This secures your date and is required to book our services for your special event.

50% of the order total is due 30 days prior to your event date.

The remainder of the total is due 14 days prior to the event date.

If payment has not been made 14 days prior, a \$10 late fee will be each day payment is late, up to 7 days before the event. If final payment has not been made within 7 days before the event, your order will be cancelled with no refund issued.

Example order payment schedule:

\$1000 order

\$250 save the date deposit (due immediately upon booking)

\$375 due 30 days prior to event

\$375 due 14 days prior to event

Cancellation Policy:

Day 366 or more: If you cancel 12 months or more prior to your event date, you can receive a full refund. For example for an event date of January 1, 2025, you must cancel before December 31, 2023.

Day 31-day 365: If you cancel from day 31-365 of your event, you can receive up to 100% store credit minus the minimum \$100 SAVE the DATE deposit and any other cost/fees accrued. For example, if event date is January 1, 2025, you must cancel before December 1st, 2024

Day 14- Day 30: If you cancel from day 14 to day 30 from event, you may receive up to 50% store credit minus the full Save the Date Deposit and any other cost/fees accrued. For example, if event date is January 1, 2025, you must cancel before December 18, 2024

If you are issued store credit, you must use this within one year of the date you receive the credit.

Initial and date: _____

Force Majeure

SHMILY Tree Cakery is not liable for any inability to provide food or other services resulting from inclement weather, acts of terrorism, or acts of God, such as but not limited to snowstorms, fires, earthquakes, or flooding. In the event of any such circumstances, the client is responsible for covering any costs incurred by SHMILY Tree Cakery prior to the occurrence. Rescheduling or cancellation of events may be necessary in these situations and taken as a case-by-case situation.

Quality Assurance Guarantee:

Our commitment is to meticulously craft wedding and special event orders in accordance with the details specified in the invoice. You will receive a mockup of your design or selections to sign off on once your date is booked. It is the client's responsibility to confirm receipt of the invoice and ensure its accuracy. The client agrees to promptly notify SHMILY Tree Cakery of any additions or modifications to the original order (size, flavor, style, etc.), communicating these adjustments via email at least 30 days prior to the event.

Please be aware that changes made within this 30-day period are not guaranteed and may be subject to an additional rush fee. All changes to existing orders must be submitted in writing through email only. Changes communicated via phone, social media messaging, text, etc. will not be honored. Seasonal items may incur an additional charge or may be substituted if unavailable.

In our dedication to maintaining the quality, integrity, and safety of our food products, SHMILY Tree Cakery will carefully determine the optimal delivery time, considering factors such as weather, delivery distance, and the duration the pastry will be displayed before the event. This may result in variations from the original agreement, always with the client's best interests in mind.

Please note that SHMILY Tree Cakery is not responsible for cake cutting and serving. It is the client's responsibility to provide cake cutters or coordinate with their caterer for this service. Additionally, SHMILY Tree Cakery does not supply additional cake stands, serving utensils, or plates for cutting/serving.

Photography and Promotion Policy

In consideration of the services provided by SHMILY Tree Cakery, the client agrees to the following policy regarding the use of photographs of the cake for promotional purposes:

Initial and date: _____

1. Photography Consent:

- By placing an order with SHMILY Tree Cakery, the client grants permission for SHMILY Tree Cakery to take photographs of the cake(s) created for the event.

2. Promotional Use:

- The client agrees that SHMILY Tree Cakery may use these photographs for promotional and marketing purposes. This includes, but is not limited to, sharing on SHMILY Tree Cakery's website, social media platforms, marketing materials, and other promotional channels.

3. Privacy Considerations:

- SHMILY Tree Cakery respects the privacy of clients and event attendees. While photographs may showcase the cake, care will be taken to avoid capturing identifiable faces or sensitive personal information without explicit consent.

4. Opt-Out Option:

- If the client prefers not to have photographs of the cake(s) used for promotional purposes, they must communicate this preference in writing to SHMILY Tree Cakery upon placing their order.

5. Non-Exclusive License:

- The client acknowledges that this permission grants SHMILY Tree Cakery a non-exclusive license to use the photographs. The client retains the right to use and share the photographs for personal purposes.

6. No Compensation:

- The client agrees that they will not receive any compensation, financial or otherwise, for the use of the photographs by SHMILY Tree Cakery for promotional purposes.

7. Acknowledgment:

- By placing an order with SHMILY Tree Cakery, the client acknowledges having read, understood, and voluntarily agreed to the terms of this Photography and Promotion Policy.

This policy is effective upon placing an order with SHMILY Tree Cakery and applies to all photographs taken of the cake(s) for the specified event.

Initial and date: _____

Delivery & Set Up Fee

Delivery and set up is required for any large events or cake orders more than two tiers, with intricate details, or need finishing upon delivery. Delivery fees start at \$50 within Lincoln city limits. If delivery requires more set up upon arrival a set up fee may be added in increments of \$25. Delivery outside of Lincoln City limits add an additional \$0.70 per mile.

Additional charges may apply for multiple trips to the reception site. If the venue is inaccessible during the agreed-upon delivery window, the client is accountable for covering an additional delivery fee for a second delivery attempt or arranging an alternative pickup. The client assumes responsibility for any damage to the cake or order resulting from excessive delivery attempts.

After the delivery and set-up are concluded, SHMILY Tree Cakery relinquishes responsibility for damages to the cake or pastry caused by guests, other individuals, or environmental factors.

Food Allergen Notification Agreement

This Food Allergen Notification Agreement (the "Agreement") is entered into by and between the client hereinafter referred to as the "Client," and SHMILY Tree Cakery, hereinafter referred to as the "Cakery."

The food is prepared in a kitchen that is not subject to regulation and inspection by the regulatory authority and may contain allergens. Client is responsible for informing the Cakery of any allergen concerns to discuss possible alternatives.

Overview: SHMILY Tree Cakery acknowledges that it is the Client's responsibility to inform guests of any potential food allergens present in the products provided by the Cakery during events organized by the Client.

Responsibilities:

1. **Client's Responsibility:** The Client agrees to provide SHMILY Tree Cakery with a comprehensive list of known food allergens that may be present in the products served during events. This list must be submitted to the Cakery at least 14 days prior to the event.
2. **Communication with Guests:** It is the Client's responsibility to inform their guests about the presence of food allergens in the Cakery's products during the event. The Client shall display appropriate signage, verbally communicate, or take any necessary steps to notify guests with allergies.

Initial and date: _____

3. **Cakery's Limited Responsibility:** SHMILY Tree Cakery acknowledges that it is not responsible for posting or providing information regarding food allergens for guest consumption during events. The Cakery shall make reasonable efforts to accommodate the Client's requests related to allergen information but does not guarantee the absence of allergens.

Liability:

1. **Release of Liability:** The Client releases SHMILY Tree Cakery from any liability associated with allergic reactions or issues arising from food allergens during the event.
2. **Assumption of Responsibility:** The Client assumes full responsibility for any consequences resulting from the consumption of Cakery products by guests with known or unknown food allergies.

Miscellaneous:

1. **Modification of Agreement:** This Agreement may only be modified in writing and signed by both parties.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Nebraska

Dispute Resolution Clause for Wedding Cakes and Special Event Orders

In the event of any dispute or disagreement arising out of or relating to this contract for wedding cakes and special event orders between the client ("Client") and SHMILY Tree Cakery ("Cakery"), the parties agree to follow the dispute resolution process outlined below:

1. Informal Resolution:

- The parties shall initially attempt to resolve any disputes informally through direct communication.
- Either party may initiate this informal resolution process by providing written notice to the other party, clearly outlining the nature of the dispute.

2. Mediation:

- If the informal resolution does not lead to a satisfactory resolution within 30 days, both parties agree to pursue mediation.
- Mediation will be conducted by a neutral third party mutually agreed upon by both the Client and the Cakery.
- The cost of mediation shall be shared equally between the parties unless otherwise agreed.

3. Arbitration:

- If mediation does not result in a resolution within 30 days, the parties agree to submit the dispute to binding arbitration.

Initial and date: _____

- Arbitration will be conducted in accordance with the rules of a recognized arbitration organization mutually agreed upon by both parties.
- The arbitrator's decision shall be final and binding, and judgment may be entered upon it in any court having jurisdiction.

4. Exceptions:

- Notwithstanding the above, either party may seek injunctive or equitable relief from a court of competent jurisdiction to address urgent matters or prevent irreparable harm.

5. Governing Law:

- This dispute resolution clause shall be governed by and construed in accordance with the laws of Nebraska, without regard to its conflict of law principles.

6. Attorney's Fees:

- In the event that legal action is initiated to enforce the terms of this contract or resolve a dispute, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party.

By entering into this contract, the Client and the Cakery acknowledge and agree to abide by this dispute resolution process.

Thank you for choosing SHMILY Tree Cakery for your special event. We are excited to be a part of your celebration and look forward to crafting a delicious confection for you!

[Client's Signature] [Date]

[Cakery's Signature] [Date]

Initial and date: _____