

Lydia's Cakes & Confections

23330 Black Diamond Maple Valley Rd SE, Ste B, Maple Valley, WA 98038
206-890-5679 info@lydiascakes.net lydiascakes.net

Methods of Payment – I accept cash, checks, Venmo, & credit card (3.5% processing fee for all CC payments)

- \$100.00 Non-Refundable deposit will save the date for you. (recommended if you are unsure of your cake design but do wish for Lydia to be your cake artist)
- 50% Non-Refundable deposit is due at contract signing (minimum of \$100.00 deposit)
 - Contracts are valid for 5 days from creation date. If not signed and returned to Lydia's Cakes & Confections along with the 50% deposit, contract is null and void.
 - If \$100.00 "save the date" deposit is made, it will be included as part of the 50% deposit.
- Final balance due 1 month prior to event date. If payment is not received upon due date, your order will be cancelled.
- Lydia's Cakes & Confections will impose a \$25.00 return check fee on any bounced checks.

Changes – Once the contract has been signed with Lydia's Cakes & Confections, you are welcome to increase the number of servings but you cannot decrease the number of servings. You may make reasonable changes to your order up to 1 month prior to your event. Additional costs may be incurred depending on the nature of the changes. If you request that your cake be redesigned, a \$50/hour design fee will be charged. If we are able, we will accommodate any changes you request, including (but not limited to): flavors, shapes, and decorations. In such event, we will complete and sign a Change Order Addendum that describes such changes and any resulting additional charges.

Cancellation Policy – The deposit payment is non-refundable. If you cancel within fourteen days of the event, and your balance payment has already been made, we MAY refund your balance payment--at our discretion--if we are able to rebook your date with another cake order within that period. If you cancel within 7 days of the event, we will not be able to offer you a refund of any monies paid to us. The reason for this is that we take on a strictly limited number of orders per week, and have turned away other business in order to focus on your cake. In addition, certain design/decorative elements that are *specific* your cake (e.g. sugar flowers) are often handcrafted up to three weeks in advance of the event, to give them sufficient time to cure or dry before they can be placed on the cake.

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Anniversary Cake – Don't freeze that top tier! When you order a wedding cake from Lydia's Cakes & Confections, we will make you a Fresh 6" round cake on your 1year Anniversary. (excluding cupcake only orders).

You are responsible for contacting Lydia's Cakes & Confections 2 weeks prior to your Anniversary to place your order and schedule a pickup date/time. Your order must be made prior to your anniversary and picked up within a week of your anniversary date. If your order is not placed within this time frame, you forfeit your free anniversary cake.

Fresh Flowers – If you wish to have fresh flowers arranged on your cake, it is your responsibility to supply the flowers. If flowers are arranged and placed on the cake by Lydia's Cakes & Confections, there is a \$100 fee associated with service. If you have the florist prepare the arrangements (floral tape on stems) so that Lydia's Cakes & Confections just places them on the cake, there is no fee. ***However, a security deposit of \$100 will be added to your contract in advance as if the flowers have not been assembled by the florist. Upon delivery of the cake and the florist assembled the flowers and Lydia's Cakes & Confections does Not have to, your deposit will be refunded to you.*** It is your responsibility to work with the florist to provide exact dimensions of cake to ensure proper fit on the cake. Lydia's Cakes & Confections will place pre-arranged flowers on cake for best look/design. If choosing to have fresh flowers arranged on your cake, you acknowledge that fresh flowers are not food products, and may be toxic or contain pesticide/herbicide residues, dirt, insects, and/or other contaminants. All responsibility for the freshness, color, overall condition, and cleanliness of the flowers rests with you (and/or the event florist). If the fresh flowers for your cake have not been set aside on or near the cake table (for ease of locating them upon our arrival at your venue), then we reserve the right to set up your cake without fresh flowers.

Our Obligation – We take our obligation to provide your cake *very seriously*. However, should an unforeseeable event occur that prevents us from fulfilling our obligation and forces us to cancel our agreement with you, we will refund your payment in full. In addition, if at all possible, we will work with you to find another qualified pastry chef or local bakery to assist you with your cake, and will communicate your specifications to the new baker/designer.

Liability for Mistakes – While we make every effort to provide exactly the flavors, fillings, decorations, sizes, shapes and colors you have requested, the creation of a wedding cake is an art and may be subject to slight variations and/or errors by the creator(s).

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Limitation of Liability – Lydia's Cakes & Confections-Signature Cakes will endeavor to perform its services in a professional manner and provide the best customer experience possible. In the event that our products or services do not meet our high standards, or the client is dissatisfied, we may--at our discretion--refund the amount paid for those products and services. Lydia's Cakes & Confections's total liability is hereby limited to amounts paid to Lydia's Cakes & Confections for its goods and services. Lydia's Cakes & Confections will not be liable for any special, incidental, punitive, or consequential damages, whether foreseen or unforeseen, regardless of whether liability is based on breach of contract, breach of express or implied warranty, negligence, strict liability, tort, or otherwise.

Post-Setup Precautions – Once the cake assembly/setup is complete at your event venue, Lydia's Cakes & Confections is not responsible for any damage to the cake other than damage that occurs as a result of improper construction/production. If your venue is outdoors, it is your responsibility to take the necessary precautions (shading, level ground, insect netting, wind protection, temperature control, etc.) to ensure that the cake remains intact beyond initial setup.

Photographs of Your Cake – We reserve the right to take and use our own photos of your cake(s) to use for marketing and promotional purposes without compensation to you. We may also request photographs from your photographer for the same purpose, although we would credit the photographer in our marketing (if the photographer agrees thereto).