



### Terms of Service

Thank you for choosing The Colors of Food for your special event.  
By submitting your payment, you agree to the bellow information:

#### Cake Changes

Changes to your cake order: size, description, flavors, etc. will be accepted until 2 weeks prior to the event date. After the lockout date we will not accept any changes.

#### Delivery and Set-up

Delivery is required on 3+ tear cakes. Delivery is \$2 per mile from Largo, FL (33756). If you want to pick up your cake, please make arrangements beforehand to set up a time. Please arrive to pick up your cakes on time.

Any special decorations provided by the client (such and flowers, topper, etc.) can be dropped off at the given address 3-4 days before the delivery/pickup of the cake or provided at destination if delivered. This may vary depending on items. Set up is included for Wedding Cakes.

#### Payment and Cancelation

Client understands that upon entering this contract, the service provider is committing time and resources to this event and thus cancelation would result in lost income and lost business opportunities in an amount difficult to precisely calculate. Therefore, the following limitations apply.

- Your order becomes reserved *only* when the 50% deposit is received. The deposit is paid to reserve your date and is *non-refundable*.
- All invoices must be paid in full 2 weeks prior to the event day.
- We are happy to accept payments towards the final contract price, however as above, the balance must be paid in full 2 weeks prior to the event.
- Cakes cancelled prior to 2 weeks to the event can be refunded 50% of the invoice total. The 50% deposit will not be refunded.
- Cakes cancelled after 2 weeks to the event will *not be refunded*.
- If you need to change the date of your event, we understand, but please contact us to let us know at the earliest possible time and we will be happy to make arrangements at no extra charge. However, if it is after 2 weeks to the event a Change of Schedule Fee of 24% will be charged. All emergencies such as hospitalization, death in the family or severe illness and acts of God are of course excused from the Change of Schedule Fee.

- Special stipulation: If by some chance, your cake is ordered less than 2 weeks before the event date, the total amount is due immediately and your order will not be placed until payment is received.

#### Disclaimer

1. In the case of an emergency or an error in delivery, please contact us immediately so we can fix the issue right away!
2. We go to all lengths expected and beyond to make sure your cake(s) is exactly what you want including taste testing and image consultation prior to the event. However, if for *any* reason you are dissatisfied with your cake, please call us the day of your event and explain the situation. We pride ourselves on working with our clients to give them the best service possible. In the rare case that you are unhappy with your cake and would like a refund, you must call the day of your event and return the cake to us. The returned cake will serve as proof that you are indeed unhappy with the product and will not be using it for your event. We are dedicated to satisfying our client's expectations. Please call or email if you have any questions. 727-600-5509 - thecolorsoffoodllc@gmail.com
3. By signing this, you agree that certain creative changes may be made to your final design for the sake of stability, structural integrity, or other certain reasons or emergencies.
4. In case of leftovers. Food should not be consumed past 4 days from the date it was made. Depending on the type of cake this might require refrigeration. Please see food safety regulations for more information. Cake making date is 2 days prior to the event.
5. We are not responsible for any damage(s) to the cake once setup, delivery or pick-up is complete. You are responsible for providing an appropriate and secure table and environment for the cake(s). Cakes are heavy and require a sturdy table, and optimal room temperature of 75° Fahrenheit or below.
6. If flowers are provided by an outside source. You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants and The Colors of Food, LLC and its employees and volunteers are not liable for any related damages or affects.
7. If you or your representative elect to pick up and set up the cake, you assume all liability and responsibility for the condition of the cake once it leaves the possession of The Colors of Food.
8. On occasion we will photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.
9. Our products may contain or come into contact with milk, wheat, nuts, soy, and other allergens. You agree to notify your guests of this risk and hold us harmless for allergic reactions.
10. Performance of this agreement is contingent upon the ability of The Colors of Food to complete the agreement and is subject to labor disputes or strikes, accidents, acts of God, and other causes beyond our control.

#### Our Guarantee

We promise to do everything in our power to deliver you a cake that exceeds your expectations. We will work with you on every level to make sure you are completely satisfied and happy with your cake.

By submitting the deposit or full amount owned, you agree to this contract attached to your invoice for your knowledge.