

### **Terms & Conditions for Services**

## **Payments**

An initial, retainer of 50% of order total or \$100 plus applicable taxes (whichever is less), is due to confirm your order and reserve your date. Orders less than \$100 will require full payment up front to secure order and date requested. If this order is notated as a "Rush Order," client must make full payment including any additional fees at the time of ordering. Retainers are non-refundable. Final payment is due two weeks prior to your order date. For a breakdown of details, refer to invoice attached.

A late fee of \$5/day will be added to any outstanding balances after 5 days, the order will be cancelled.

For your convenience, payments can be submitted through the attached invoice. Alternative payment methods are Zelle, Cash, or Certified Check. We do not accept any personal checks. Alternative payment methods are the client's responsibility to remit in person by specified due date(s).

# **Cancellations & Refunds**

### **Client Cancellation**

The Client acknowledges that scheduling services involves advance preparation. In the event that the client needs to cancel, the client must provide written notice to Amour My Sweets as follows:

More than 30 Days' Notice: If the cancellation or rescheduling is communicated to Amour My Sweets more than 30 days before the scheduled event date, the Client is entitled to a refund of 50% of the total payment (excluding the non-refundable retainer). Less than 30 Days' Notice: If the cancellation or rescheduling is communicated to Amour My Sweets less than 30 days before the scheduled event date, the Client is entitled to a 50% Amour My Sweets credit that can be used at a later date (excluding the non-refundable retainer).

#### **Baker Cancellation**

In the unlikely event that Amour My Sweets LLC needs to cancel or reschedule a confirmed order, every effort will be made to provide advance notice to the client. In such cases, the client's order will be rescheduled at a mutually convenient time. If a suitable alternative appointment cannot be arranged, a full refund of any prepaid fees will be provided to the client. Refunds, if applicable will be processed within 5-7 business days and credited to the original payment method.

### Delivery/Pickup

The client may choose either delivery or pickup for their order. Amour My Sweets will deliver the order to the specified location and time, as agreed upon, or the client will collect the order from Amour My Sweets located in North Lafayette, LA. For safety purpose's exact location will be provided upon receipt of final payment.

Delivery: If delivery is chosen, Amour My Sweets LLC will ensure that the order is delivered in a timely manner. We will promptly arrive with an agreed upon hourly time frame (i.e., 1pm-2pm, 5pm-6pm..etc). In cases of unforeseen delays, Amour My Sweets LLC will make every effort to notify the client. If no one is at the venue/delivery location upon Amour My Sweets LLC arrival, a 15-minute grace period will be granted. Thereafter, the client will have to schedule another delivery time (pending availability), or request pick-up.

Pick-ups: The client is responsible to arrive with the time frame agreed upon. It is important that the client arrives in an air-conditioned vehicle, with a clear front/rear floorboard. Cakes should never be held by a passenger or placed on the seat. Late arrivals and no shows: The client is responsible for adhering to the agreed-upon schedule for order delivery & pick-ups. Delays may impact the cake &/or treats presentation and overall quality, If the client arrives late or is a "no-show," for collection of order, Amour My Sweets LLC is not liable for any resulting issues & no refund will be provided. A 15-minute grace period is given to all clients, failure to arrive within the scheduled time frame, will result in a \$25 late fee or \$10/Hour, whichever is greater.

# **Changes and Adjustments**

The client may request reasonable changes or adjustments to the order. Any adjustments will be documented and may result in changes to the price.



Terms & Conditions for Services, Continued.

### Photography & Media

We reserve the right to use all photography of any sweets and/or services provided by Amour My Sweets LLC for advertising purposes without compensation to the client.

### Rentals

(applies to cake stands, acrylic risers, sweet table setup decor...etc.)

Client agrees to exercise all due care in caring for and preserving the property of AMS. Clients shall remain responsible for all loss or damage to rentals, up to and including actual replacement value for each missing or damaged item per cost. AMS reserves the right to collect a minimum \$50 security deposit for rental equipment in addition to rental fee(s) listed on attached invoice. Once property of AMS has been collected after event and free of damages, the security deposit will be refunded to the original payment method within 3-5 business days.

#### **Liability & Allergen Disclosure**

Amour My Sweets LLC is not responsible for any injuries, damages, or losses that may occur during the order service. Furthermore, Amour My Sweets is not liable for any allergies, sensitivities, or dietary restrictions. This includes any potential allergic reactions or sensitives beyond what was previously communicated. The client resumes full responsibility for themselves and their guest during the event. Amour My Sweets LLC is a home-based bakery where all items produced are made in a kitchen where allergens are present. We unfortunately cannot cater to any severe allergies.

Allergens may include & are not limited to the following:

Soy | Milk | Eggs | Peanuts | Tree Nuts | Wheat/Gluten

## Amour My Sweets LLC Responsibilities

Create customized treats &/or custom cake(s) that meets the specifications outlined by the client, taking into account flavor, design, size, and dietary preferences, as agreed-upon in the initial consultation.

Schedule consultations & maintain open communication with the Client to clarify requirements, offer recommendations, and finalize order details. Addressing any concerns, changes, or queries promptly to ensure a smooth collaboration.

Provide appropriate guidance on cake storage, handling, and display to assist the client in maintaining cake freshness and presentation. Adhere to the agreed pricing structure, following the payment terms outlined in the contract.

## Client's Responsibilities

Provide detailed requirements, including flavors, designs, dietary preferences/restrictions, and any specific decorative elements.

Participate in the consultation promptly, ensuring that all essential details are discussed and agreed-upon well in advance of the event date. Confirm the order by signing the contract and submitting non-refundable retainer as specified in the payment section.

Provide accurate event details, including but not limited to event date, time, location (if applicable to facilitate delivery arrangements). Client must also be available at said venue during the agreed-upon delivery time.

Ensure suitable transportation and storage conditions (if choosing to pick-up).

Make payments in accordance with the agreed-upon pricing structure, following the payment terms outlined in the Payment section.

### **Client Consent**

I, the client, understand and consent to the following terms and conditions regarding the services provided by Amour My Sweets, LLC. I have requested the specified custom cake &/or custom treats, which have been outlined in the attached invoice. I have reviewed the Liability portion of this agreement and accept the terms. I also confirm my understand the pricing & payment terms in this contract.

# Agreement

This contract, with its attachments, constitutes the complete agreement between Amour My Sweets LLC and the client.

Both parties acknowledge that any previous agreements, whether oral or written, regarding the subject matter are hereby null and void. This contract supersedes all prior agreements, financial agreements, and responsibilities.

In the event of conflicts between this contract and other documents, this contract prevails, unless otherwise specified in writing. Both parties have had the opportunity for legal counsel, understand that the terms, and commit willingly without coercion. Both Amour My Sweets, LLC and the client, consent to electronic communication for information exchange and updates.