

Wedding Cake Contract

This Wedding Cake Contract (the "Agreement") is entered into by Madison Lee's Cakes located at 336 W37th St. New York, NY 10018 and (the "Client"). Madison Lee's Cakes agrees to deliver cake(s) as agreed upon and on time. The client agrees to pay Madison Lee's Cakes for the production and delivery of cake(s). The following terms and conditions apply:

1. Only the Client(s) or their wedding planners are authorized to place an order or make changes to the Agreement. No other individual (e.g. mother, father, mother-in-law, father-in-law, sibling, relative, friend, etc.) shall contact Madison Lee's Cakes directly regarding the order.

2. The size of the tiers will be adjusted to accommodate the correct number of servings based on an industry standard slice of eight (8) cubic inches, four (4) inches high, one (1) inch wide and two (2) inches deep. Madison Lee's Cakes is not responsible for shortage of cake due to incorrect guest counts or failure to cut industry standard sized slices.

3. A non-refundable deposit of 50% is required to place an order and secure a delivery date. The remaining balance is due one (1) month prior to the delivery date. Any changes to the order are subject to availability, and must be made in writing no later than one (1) month prior to delivery and may incur additional charges. If an order is placed less than two (2) months prior to the delivery date, the entire amount of the contract is due the date the order is placed.

4. Payment can be made via Madison Lee's website, cash, check (payable to Madison Lee's Cakes) or credit card. Credit card payment taken over the phone or in person are subject to a 4% processing fee.

5. For cancellations within one (1) month prior to the event, the entire amount of contract is still owed to Madison Lee's Cakes.

6. Delivery fee is included, unless otherwise stated. Client will provide clear delivery instructions to location and inform Madison Lee's Cakes of any adverse conditions or obstacles that may hinder the

delivery and affect the quality of finished cake(s). After satisfactory delivery and set up by Madison Lee's Cakes, Client assumes full responsibility for the condition of the cake(s). If Client elects a representative to pick up and set up the cake, Client assumes full liability and responsibility for the condition of the cake once it leaves Madison Lee's Cakes possession.

7. Outdoor Delivery Disclaimer: Client understands that Madison Lee's Cakes is not responsible for the condition of products following outdoor set-up. Due to the effects of outdoor weather conditions, table on un-level ground, wind blowing undesirable atmospheric items (e.g., dirt, leaves, or branches), sunlight, insects and other wildlife, it is understood that products such as icings, fillings, cake decorations, etc, may not hold up and cannot be insured past satisfactory delivery.

8. Madison Lee's Cakes is not responsible for any damages to the cake caused by a guest, caterer, or any other person not employed by Madison Lee's Cakes. Client agrees to make arrangements for a proper and secure environment for the cake.

9. Client assumes full responsibility for the event guests and agrees to indemnify and hold Madison Lee's Cakes harmless from and against all bodily injury, property damage or consequential damages.

10. Client assumes full responsibility for making sure all non-edible cake décor, including but not limited to, sugar flowers, are removed from the cake before it is cut and served. Sugar flowers are made from edible materials, but are not intended for consumption as wires are added for strength and flexibility to achieve a more natural look. DO NOT EAT DÉCOR.

11. Madison Lee's Cakes products may contain or come in contact with milk, wheat, nuts, cocoa or other allergens. While every precaution will be taken in the cases of known allergies, it remains the full responsibility of Client to inform guests of possible allergens. Madison Lee's Cakes is not responsible for any allergic reactions.

12. All rental items must be returned within one (1) week from the event. A \$25 late fee will be assessed for each day late and a \$100 replacement fee will be charged should any parts be damaged or not returned.

13. Madison Lee's Cakes offers Client a one year anniversary tier as a gift. Client is not charged for this item. To redeem this gift, Client must notify Madison Lee's Cakes a minimum of two weeks in advance and must be picked up during regular business hours. If Client is unable to pick up, a messenger or delivery service must be arranged by Client at the Client's sole expense.

14. Madison Lee's Cakes reserves the right to use any photographs of the finished cake for promotion without compensation.

15. Madison Lee's Cakes promises a product of high quality and service, but is not liable for unforeseen circumstances, including but not limited to inclement weather, transportation problems, illness, accidents, labor disputes or strikes, Acts of God, and other causes beyond reasonable control. A delay in transit shall not constitute grounds for a discount or refund.

16. The inspiration and ideas drawn in Client's sketch(es) are presented as representations of the cake(s). The actual product may vary based on the designer's creative interpretation or structural necessity of the cake(s), while maintaining the integrity of the overall look of the cake(s).

DISCLAIMER: By paying for this cake you agree that certain creative changes may be made to your final design for the sake of stability, structural integrity or other certain emergencies. By paying for this cake it is an act of signing this contract that is legal and binding to the fullest extent of the law.