

# b.a.k.e r y

## | order contract

1. Due to the nature of our products, payments are neither refundable nor transferrable.
  - a. A refund may only be given in the unlikely event that b.a.k.e r y becomes unable to fulfill your order due to reasons listed in Article 5 of this contract.
2. Customer is responsible for item(s) after pickup/delivery. If the customer's item(s) become damaged or compromised in any way after pickup/delivery, a refund/credit will not be issued.
  - a. b.a.k.e r y is not liable or responsible for any damage, loss, theft, or otherwise of item(s) once they have been picked up by the customer, or after delivery/setup of item(s) has been completed by b.a.k.e r y at the venue.
  - b. If possible, b.a.k.e r y will help to replace damaged item(s) for an added charge. Please note this will only be possible if timing and scheduling allows.
3. For catering/event orders (4+ dozen items), or some custom orders, a 50% deposit is due at time of contract.
  - a. A deposit secures your order and will not be refunded in the event of cancellation for any reason by the customer.
  - b. Due to the nature of our products, high-volume or custom orders require preparation which includes purchasing ingredients and supplies in advance. Cancellation by the customer could result in detrimental loss of funds to b.a.k.e r y.
  - c. In the unlikely event that b.a.k.e r y becomes unable to fulfill your order due to reasons listed in Article 5 of this contract, your deposit will be refunded in full.
  - d. The remaining 50% of payment is due at least 24 hours prior to pickup/delivery.
4. As noted on our menus, all products are made in an environment where nuts, dairy, eggs, wheat/gluten, soy, and other allergens may be present.
  - a. Please be advised and use your own best judgment, as b.a.k.e r y is not liable for any injury/medical expense due to an allergic reaction or sickness.
  - b. It is the customer's responsibility to notify all others who will be consuming item(s) from their order of this risk, and b.a.k.e r y shall be held harmless for allergic reactions or sickness.
  - c. A list of ingredients can be obtained upon request for all of our products.
  - d. Food safety, hygienic food handling, and preventing cross-contamination are of highest importance to us, and careful measures are taken at all times to ensure this.
  - e. As of January 2021, our baker wears a mask while preparing, packing, and handling all products.
5. Performance of this agreement is contingent on b.a.k.e r y's ability to complete the agreement and is subject to accidents, sickness, Acts of God, and other causes beyond our control. As mentioned above, if we become unable to fulfill your order, a refund for the amount paid up to that point will be issued to the customer.

I, \_\_\_\_\_, fully agree to the terms and conditions of this contract, and  
(PRINT NAME)

agree to pay the total amount of \$ \_\_\_\_\_ listed on order form/invoice via cash or Zelle®.

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

b.a.k.e r y representative signature: \_\_\_\_\_ Date: \_\_\_\_\_