



*Snarky Sweet Cake Chick, LLC*  
*Nicole Bendig-Lamb*  
*303-263-0954*  
*www.snarkysweetcakechick.com*

## TERMS AND CONDITIONS

All Products made by *Snarky Sweet Cake Chick, LLC* are subject to the following Terms and Conditions.

## INGREDIENTS

All products are produced according to the Cottage Foods Act in the State of Colorado and may contain, or come into contact with, soy, wheat, dairy, nuts or other allergens. They are not intended for resale.

It is the responsibility of the Customer to inform *Snarky Sweet Cake Chick, LLC* prior to the confirmation of their booking, of any allergy / intolerance issues. It is the responsibility of the Customer to inform their guests of all allergy / intolerance information, and accordingly the Supplier will not be held liable for any allergic reaction resulting from consumption of the cake.

All special dietary products are NOT guaranteed suitable for allergies, and are suitable for intolerances only.

All products are made to be eaten on the day of the celebration.

## QUOTATIONS

All Quotations are valid for **5** days from the date of issue.

If in the event that the desired date has been filled by another order / customer, prior to the Customer confirming the booking, *Snarky Sweet Cake Chick, LLC*, is not obliged to take honour the quote.

All Quotations are not bookings. All Quotations are subject to availability.



***Snarky Sweet Cake Chick, LLC***  
***Nicole Bendig-Lamb***  
***303-263-0954***  
***www.snarkysweetcakechick.com***

## **ORDERS**

Here at ***Snarky Sweet Cake Chick, LLC***, we prefer at least thirty (30) days notice for all orders, as we are continually booked in advance. We will however endeavour, where availability permits, accept short notice cakes.

Any Products ordered from a picture or photo, of a product produced by any other cake maker, can only be reproduced by ***Snarky Sweet Cake Chick, LLC*** as our interpretation of that product and will NOT be an exact reproduction of the product in the picture or photo.

## **DEPOSITS**

A non-refundable deposit of 50% is required to hold your date within fourteen (14) days prior to pickup or delivery. (Wedding cake orders are subject to separate deposit terms – non-refundable deposit of \$150.00 due at booking of wedding cake order).

Where ***Snarky Sweet Cake Chick, LLC*** has delivered a product that is an accurate interpretation of what has been quoted and invoiced, but the Customer does not accept the finished Product, the deposit WILL NOT be refunded. The Customer can choose to pay the remainder and take the Product/s, or leave them at no extra cost.

If an order is placed within the fourteen (7) days prior to pick up, a 75% deposit is expected within 24 hours of invoice.

## **UNFORESEEN CIRCUMSTANCES**

Where ***Snarky Sweet Cake Chick, LLC*** cancels the booking due to illness or any other unforeseen circumstance that affects the ability to deliver the ordered Product, the deposit will be refunded within seven (7) days of notification to the Customer.

The deposit will be refunded via bank transfer only, and the Customer will need to provide these bank details to ***Snarky Sweet Cake Chick, LLC***



*Snarky Sweet Cake Chick, LLC*  
*Nicole Bendig-Lamb*  
*303-263-0954*  
*www.snarkysweetcakechick.com*

## **FINAL BALANCE PAYMENTS AND PICKUPS**

The balance is due on or before pickup or delivery date, and before the Product or delivery personnel leaves the premises.

If paying by cash, correct change is appreciated, as no cash is kept on the premises. And change will not be able to be provided by *Snarky Sweet Cake Chick, LLC*.

If paying by internet transfer (i.e., Zelle, PayPal or Venmo), the money needs to clear into the account BEFORE the product or delivery personnel leaves the premises.

If an order is placed within the fourteen (7) days prior to pick up, a 75% deposit is expected within 24 hours of invoice.

## **DELIVERY**

Delivery will be carried out in a safe and appropriate manner. Once delivered to the customer and change of hands has been completed with the product in appropriate condition, it is then up to the Customer to store and care for the cake as per *Snarky Sweet Cake Chick, LLC* instructions. If anything is to happen to the cake after this exchange, and deemed to be fault of the Customer through not following the instructions provided, *Snarky Sweet Cake Chick, LLC* is not liable for any damages.

A delivery date and time will be agreed by both parties, and if the Customer is not at location at this time and date, and *Snarky Sweet Cake Chick, LLC* is not able to contact the Customer, the product will be transported back with *Snarky Sweet Cake Chick, LLC* and it will be the Customer's responsibility to collect the product at a time that suits *Snarky Sweet Cake Chick, LLC*.



***Snarky Sweet Cake Chick, LLC***  
***Nicole Bendig-Lamb***  
***303-263-0954***  
***www.snarkysweetcakechick.com***

## **PUBLICATION**

***Snarky Sweet Cake Chick, LLC*** reserves the right to use any image of a Product made by us for publication at a later date.

***Snarky Sweet Cake Chick, LLC*** will endeavour to not post any photos on social media or other platforms until after your event has taken place.

***Snarky Sweet Cake Chick, LLC*** will never use any image that is supplied by the Customer, without first obtaining the Customer's permission. I.e: Children's birthday parties, and photos of the events.

## **RETURN OF HIRED EQUIPMENT**

Deposits are taken for all equipment. All equipment must be returned on agreed date or extra charges may be levied to cover hire costs. Any damages to equipment will incur a reduction of deposit returned in order to cover costs of repair or replacement.

Equipment rental price, deposit and all other charges will vary depending on which item of equipment is being hired, and in what condition and time frame it is returned by the Customer.

## **GIFT VOUCHERS**

Any Gift Vouchers or Flyers being redeemed will only be honoured if the pickup / delivery date is within the expiration period of the voucher.

The voucher or flyer must be presented upon picking up baked goods, otherwise the items cannot leave the premise. The voucher must be surrendered upon pickup of baked goods, as is treated like cash.



**Snarky Sweet Cake Chick, LLC**  
**Nicole Bendig-Lamb**  
**303-263-0954**  
**[www.snarkysweetcakechick.com](http://www.snarkysweetcakechick.com)**

## **DAMAGE**

It is the responsibility of the Customer to check the state of the product before leaving the premises. Once the item has left the premises, the Customer has accepted the item as is, and is responsible to ensure that products gets to its destination safely and is stored as per instructions from **Snarky Sweet Cake Chick, LLC** to achieve best results for taste and quality and to avoid any damage.

Other considerations are:

### **1. THIRD PARTY PICKUP**

If a third party will be collecting the cake on the Customer's behalf, this party will be given all appropriate information that would have been given to the customer. Same conditions apply as if customer were to collect themselves.

### **2. SERVING SIZES**

Standard serves are based on a size of 2" x 2" x 3"-4" high. Cake serving sizes are estimated. Specialty cakes, carved cakes and method of slicing may affect ultimate serving number. The Customer understands and accepts these terms, and must order their products accordingly after having considered these variables.

### **3. POSTPONEMENT**

If, for any reason the event is required to be postponed, please contact me immediately. The new date proposed will be subject to availability.

### **4. CANCELLATIONS/REFUNDS**

***If cancellation of the order is required, and you have paid your full balance, the refund policy is as follows:***

II) If the cancellation is up to one (1) month in advance of your event date, you will receive a refund, less your initial deposit and the cost of any supplies already purchased for your cake.

III) If the cancellation is less than seven (7) days prior to your event, there will be absolutely no refunds given.

IIII) Refunds will be paid within 30 days of cancellation.

IIIII) The monies, if owed, will be refunded via bank transfer only, and the Customer will need to provide these bank details to **Snarky Sweet Cake Chick, LLC**

**Please note: Any non-refunded balance may be credited toward future purchases, at the discretion of [Snarky Sweet Cake Chick, LLC](http://www.snarkysweetcakechick.com)**

*\*All Terms & Conditions subject to change*



***Snarky Sweet Cake Chick, LLC***  
***Nicole Bendig-Lamb***  
***303-263-0954***  
***[www.snarkysweetcakechick.com](http://www.snarkysweetcakechick.com)***