"I agree to the terms set out in this contract and agree that I am the person responsible for all payments and decisions regarding this order."

Name:	
Date:	
Address:	
Other contact information:	
Signature:	

DEPOSITS & PAYMENTS

- Your initial deposit (min. 50%) reserves your event date and is non-refundable/non-transferable. View <u>Frequently Asked Questions</u> for more details). It is required to consider this an active order, and a contract for services to be rendered by Alpha-Omega Events on your behalf.
- We must receive the balance by the due date indicated on your invoice (normally 1 week prior to the event date, delivery or pick-up, whichever comes first) or contract may be considered null & void. In this case, the deposit will not be refunded. Should we decide to maintain your order [even after the missed deadline], a late payment fee may apply & the Client agrees to pay this amount before work begins. Orders placed within 5 business days of the event date (for cake products, 3 weeks for event services) are non-refundable (no exceptions). Late orders may also be subject to a rush fee.
- Payments must be received by the date given, or contract will be void for non-payment of fees and the client will be responsible for making other arrangements for a cake/services.

CANCELLATIONS, REFUNDS & EXCHANGES

- If an order is canceled, the deposit amount of the cake/event cost is non-refundable/non-transferable. All other monies paid to us, will be refunded to the client, *less* ANY and ALL expenses incurred in the making of the product or preparation of services, up to the date the cancellation was made (in writing).
- Custom-designed products are created individually for each client; there will be no refunds or store credits on such products under any circumstances.

CHANGES TO ORDERS

Any and all changes requested to an order cannot be guaranteed and will be subject to additional charges (amendment fee) for *each* change made. Changes made within 3 weeks for wedding cakes (2 weeks for events & 7 non-business days for special occasions) will be subject to an additional *late* amendment fee. This fee amount will be determined beforehand so the Client have the opportunity to either accept or reject the changes. If they reject the fees, the changes requested will not be accommodated.

DELIVERY & PICK-UP

- Delivery and setup fees are determined by distance traveled and service(s) rendered, respectively.
 If the Client or Venue Contact is not at the venue upon delivery, cake product(s) will be left at the venue and we, Alpha-Omega Events, will not be responsible for them thereafter.
- Should the Client, for whatever reason, reject the delivery or not show-up for pick-up during their assigned window, products will be left at the venue and we will not be responsible for them thereafter. All fees paid for products/services will not be refunded.
- We are not responsible for any damage to the cake/event pieces after set-up is complete (or product is picked up by the client/representative). You are responsible for providing an

- appropriate and secure table/environment for the cake(s). Cakes are heavy and require a sturdy table, and optimal room temperature of 23°C or below.
- Wedding cakes and some tiered/sculpted special occasion cakes MUST be delivered by an Alpha-Omega Events representative to ensure its safe delivery. If you (or your designate/representative) elect to pick up and set up the cake yourself, you, the Client, must sign a waiver and will assume ALL liability and responsibility for the condition of the cake once it leaves the possession of Alpha-Omega Events.

MEDIA USAGE & RELEASE

• We photograph our work and reserve the right to use any photographs for display or promotion without your express permission, and without compensation to you or your *issue*.

ALLERGIES

- Our products may contain or come into contact with milk, wheat, nuts, soy, latex and other allergens. You, the Client, agree to notify your guests of this risk and hold us harmless for any and/or all allergic reactions.
- Performance of this agreement is contingent upon the ability of Alpha-Omega Events to complete
 the agreement and is subject to labour disputes, accidents, Acts of God, and other reasons
 causes beyond our control.

OTHER

- Most items in our product line (especially edible goods) are hand-made and are susceptible to slight imperfections or variations.
- **Terms, policies & procedures are subject to change without notice. Speak to us in person for the most up-to-date information prior to placing your order.
- "We," "us, "our" etc refers to the business
- "You," "your" etc refers to the Client
- "The Client" refers to the person responsible for all payments and decisions regarding the order
- "The designate," "client representative," "client designate", "representative" etc refers to the person who the client gives all rights over to to act on their behalf concerning their order.