

Deposit: Full payment is required 2 weeks in advance on orders \$300 or less. Deposit must be paid 2 weeks in advance to the date of your event. No order will be processed or guaranteed without a deposit. Acceptable payments: Cash, Credit/Debit cards. Summer months says ***Weddings!! Weddings!!*** Here at Lucy's our calendar fills up fast each week. We recommend placing your order no less than 5 weeks prior to your wedding. A 50% non-refundable deposit is due one month in advance and final payment is due 10 days before the celebration.



Final Payment: Payment of the remaining balance, if any, is due as indicated on the order form. If no payment is received by the due date, we reserve the right to cancel your order. Absolutely no refunds for your deposit will be granted.

Changes to the Cake: The final cake design is due at least 3 weeks before your event. There shall be no changes to the design of the cake within 2.5 weeks of the event date. Any changes after deposit is made are subject to a change in price and possible fees which must be paid prior to the event by cash or credit card. All changes are subject to availability on Lucy's schedule.

Release of Liability: If a delivery was requested on your order form, Lucy's Cakes and Café will make every possible effort to create and safely deliver your cake/cupcakes. Once delivery and setup are complete, LCC will not assume any responsibility for your guests' or any other person's acts with regards to your cake or any property damage. LCC will have no responsibility for the condition of the cake/cupcakes once delivered to you or to your venue. High temperatures can, as a result, affect your cake/cupcakes. It is your responsibility to arrange an appropriate area for the cake/cupcakes where it will be out of direct sunlight and away from unnecessary heat or extremely low temperatures. Lucy's Cakes and Café will do its very best to replicate and create your selected design as closely as possible.

Cake handling/storage: Cakes are perishable and should be eaten as soon as possible if they contain wet ingredients like fresh fruit, fruit compotes, cream cheese, or custard. We recommend serving your cakes within a few hours of receipt.

Storing left over cake: Store leftover cake in refrigerator tightly wrapped in cling wrap or in a tightly sealed container. Cake should be stored in a refrigerator that is free from pungent odors (onions, peppers, other food smells). When ready to serve, bring cake to room temperature (20 minutes) and then serve.

Cake Pick up: You have the option to have your cake picked up. However, LCC will not be responsible for damage incurred once the cake leaves Lucy's Cakes and Café's possession.

Cake Delivery: You agree to ensure that the venue is open and available for set up at the appointed time. We are not responsible for anything that may happen to the cake after we have delivered and set it up at the location. Should we have to wait more than one hour, the cake(s) will be returned to our establishment and you will be responsible for pickup or be subjected to an additional fee for redelivery.



Photography: LCC reserve the right to photograph its cake/cupcakes/other desserts for our own reference, display, or promotional advertising without compensation to you.

Allergies: You/we acknowledge that fresh flowers are not a food product, and may contain pesticides, dirt or other contaminants. Due to this, LCC will not place fresh flowers on cakes. All LCC cakes, fillings, and frosting may contain or come into contact with soy, wheat, dairy, or nuts. You acknowledge that you are responsible for informing your guests of this allergy information.

Acts of God: Lucy's Cakes & Café's obligation to perform will be modified to the extent necessary based on transportation problems, delays in product delivery, inclement weather, acts of God, illness, or other causes beyond LCC's control that make it impossible or impractical for LCC to perform. Should you choose to have your cake setup outdoors, we are not responsible for what happens to it, be it weather, insect, or animal.

Cancellation Policy: Should you cancel your cake order after the deposit has been made, the deposit is nonrefundable. Should you cancel your cake order after full payment has been made, you will be refunded your money, **less** the cost of all supplies already purchased, expenses incurred, and the deposit for the date. If you cancel your cake order within 1 week of the event's date, no money shall be refunded.

Attorney fees: In the event that you fail to pay LCC all or part of the amount due, and collection procedures are initiated, you will be responsible for our reasonable attorney's fees and costs, including on any appeal. Venue for any such action shall be in St. Thomas, United States Virgin Islands. If you initiate court procedures and LCC is not found at fault in the case, you will be responsible for LCC's reasonable attorney's fees and costs, including on any appeal.

I understand and agree to the above charges and conditions.

Name: _____ **Date:** _____