

Ice Cream Cake Contract & Agreement

This Cake Contract (the "Agreement") is made on the following date: _____ by and between the following parties:

CLIENT:

Name: _____

Phone Number: _____

(the "Client")

and

Lovie's Ice Cream:

601 North Main Street Columbiana, Ohio 44408

Phone Number: 330-892-0499

1. Event Details. Client hires Lovie's Ice Cream to prepare an Ice Cream Cake for the following date:

Event Date: _____ Event Theme: _____
(the "Event").

2. Ice Cream Cake Details. Lovie's Ice Cream will create an Ice Cream Cake in accordance with the details on the previous page along with the decorators interpretation and judgement. (the "Cake" Or "Ice Cream Cake").

3. Servings. Lovie's Ice Cream will create an Ice Cream Cake according to the size selected on the cake order form. Lovie's Ice Cream can suggest the number of servings, based on industry standards, that can be cut from each size cake. However, Lovie's Ice Cream is not responsible for cutting the cake, a shortage of cake due to an incorrect guest count, or failure to cut the Cake to industry standard slices.

4. Artistic Release. Style. Client has spent a satisfactory amount of time reviewing Lovie's Ice Cream's work and has a reasonable expectation that the cake decorator will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

5. Consistency. Lovie's Ice Cream will use reasonable efforts to ensure Client's suggestions are incorporated into the design of the cake. The Ice Cream Cake will be made in a style and manner consistent with Lovie's Ice Cream's current design style. However, Client understands and agrees that:

- a. Every client, location, and event is different, with different tastes, budgets, and needs
- b. Designs are often subjective and Lovie's Ice Cream has a unique vision, with an ever-evolving style and technique
- c. Provider will use its professional judgment when decorating the Ice Cream Cake for the Client, which may not include strict adherence to Client's suggestions
- d. Although Lovie's Ice Cream will use reasonable efforts to incorporate Client's suggestions and desires when making the Client's Ice Cream Cake, Lovie's Ice Cream shall have final say regarding the design;
- e. Dissatisfaction with Lovie's Ice Cream's judgement or ability are not valid reasons for termination of this Agreement or request of any monies returned.

6. Allergy Notice. Client acknowledges and understands that Lovie's Ice Cream's products may contain or come in contact with milk, eggs, wheat, soy, sesame, peanuts, tree nuts, fish, shellfish, and other allergens. Although efforts are made to avoid cross-contact and cross contamination with allergens, we cannot guarantee that it will not occur. It is Client's full and sole responsibility to notify guests of possible allergens. Lovie's Ice Cream is not responsible for any allergic reaction of the Client or any guest. The Client also acknowledges that the nutrition information for the cake is subject to change at any point and may not be 100% accurate.

7. Pick-Up. The Cake will be **Picked Up by the Client** at the following location & time:

Date: _____

Time: Between 4-9pm

Location: Lovie's Ice Cream, LLC
601 North Main Street
Columbiana, Ohio 44408

When the Client picks up and transports the Ice Cream Cake, then Client assumes full responsibility for the Cake starting at the time Client first touches the Cake at the pick-up location. Client is solely responsible for selecting the transportation method for the Cake and for securing the Cake during transport. Lovie's Ice Cream is not responsible for any damage, mishandling, or accidents of the Cake after the Client first touches the Cake.

8. Payment. The Order must be paid in full at time of ordering. The total amount is calculated based on the cake order form.

9. Order Changes. Any requested changes to the cake order must be in writing and made no later than one (1) week prior to the Event Date. Requested changes are subject to availability and may incur additional charges.

10. Rescheduling. Any rescheduling of the services under this Agreement is subject to Lovie's Ice Cream's availability. Lovie's Ice Cream cannot guarantee new date availability and is under no obligation to reschedule to any particular date. Any rescheduled date must be mutually agreed upon in writing signed by both parties.

11. Cancellation. If Client cancels this Agreement or does not pickup the cake on the pick-up date noted on the order form, then all sums paid are forfeited and not refundable. If Lovie's Ice Cream cancels this Agreement or is unable to perform the duties in this Agreement, then all sums paid will be refunded to Client. Client agrees that any such refund is Client's sole and exclusive remedy and Lovie's Ice Cream will not be liable for any additional damages.

12. Liability. Lovie's Ice Cream is not responsible for:

- a. Changes in flavor of the Ice Cream Cake that is placed in a freezer with other items
- b. The Ice Cream Cake's Texture, Taste, & Quality after the day of pickup
- c. The melting of the Ice Cream Cake during transportation, during presentation, and serving
- d. The taste of certain icing colors due to food coloring
- e. Notifying the client of non-edible decorations on the cake
- f. The Client or any guest's harm or injury of eating non-edible decorations, including but not limited to, gum paste, wood, acrylic, plastic, metal, and wires. *It is the Client's responsibility to identify non-edible decorations and remove them before serving. They must also notify their guests of non-edible decorations on the cake.*
- g. Misspellings, wrong flavors, colors, decorations, etc. due to errors on the cake order form. It is the Client's responsibility to make certain that the cake order form is correct, before it is submitted to Lovie's Ice Cream and/or given to the cake decorator.

Client assumes any and all liabilities arising from or relating to the above matters.

13. Flowers. If Client requests flower placement on the Cake, then it is Client's responsibility to provide the flowers. Client must also obtain a notice from the florist confirming the plant is safe to come in contact with food. Client acknowledges that fresh flowers are not a food item and may contain pesticides, dirt, insects, or other contaminants. Lovie's Ice Cream is in no way responsible for any illness, contamination, or injury arising from or relating to the placement of flowers on the Cake.

14. Cake Photography. Lovie's Ice Cream reserves the right to use any and all photographs of the finished Cake for promotion without compensation to Client.

15. Creative Interpretation. Client acknowledges and agrees that certain creative changes may be made to the final Cake design for the sake of stability and structural integrity. Lovie's Ice Cream will use best efforts and judgement in the final Cake design in order to preserve the overall look and design of the Cake while maintaining its stability and structural integrity.

16. Color Accuracy. If Client requests a specific color to be used on any part of the Cake design, then it is Client's responsibility to provide a color swatch to Lovie's Ice Cream. Lovie's Ice Cream will use its best efforts to match the color swatch. However, Client understands that factors outside of Lovie's Ice Cream control, including, without limitation, heat, humidity, and light exposure may affect edible food coloring. Lovie's Ice Cream provides no color guaranty or warranty on the final Cake design. This includes the taste of the icing due to color matching. Darker colors require a large amount of food coloring which can make the icing bitter. Lovie's Ice Cream cannot be held liable for bitter icing.

17. Indemnification. Client will defend, indemnify, and hold harmless Lovie's Ice Cream from any loss, damage or liability resulting from Client's violation of the terms of this Agreement or any agreement involving Client and Lovie's Ice Cream. Client will defend, indemnify, and hold harmless Lovie's Ice Cream from and against any claim by any other person or entity arising from, relating to, or resulting from the performance of the services under this Agreement.

18. Force Majeure. No liability will result from delay in performance or nonperformance caused by Force Majeure. "Force Majeure" means any event or circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, war, embargo, terrorism, any United States government regulation, directive or request, accident, labor trouble or shortage thereof or inability to obtain material, ingredient, or equipment.

19. Entire Agreement. This Agreement is the entire agreement and understanding between the parties and supersedes all prior or contemporaneous communications, contracts, or agreements between the parties, whether written or oral, with respect to the subject matter addressed in this Agreement.

20. Modification. This Agreement cannot be modified except in writing signed by all parties.

21. Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder of the Agreement will continue to be valid and enforceable.

22. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, will not be construed as subsequently waiving any such terms and conditions, but the same terms will continue and remain in full force and effect.

23. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

24. Notices. All notices must be in writing and sent by certified or registered mail to the party's address listed at the beginning of this Agreement.

25. Headings. Headings in this Agreement are for convenience only and are not to be construed to limited or otherwise affect the terms of this Agreement.

26. Counterparts. This Agreement may be executed in counterparts, all of which will constitute a single agreement.

CLIENT:

Signature: _____

Print Name: _____

Date: _____

Lovie's Ice Cream:

Signature: _____

Print Name: _____

Date: _____