



When renting from Cake Palate Designs, LLC® (hereinafter “Me”, “My”, “I”, “We”, “Us”, “Our”, “Cake Palate Designs, LLC”) you (hereinafter “You”, “Your”, “Customer”, “Client”) agree to the following Rental Terms & Conditions:

Your signature or payment on your contract establishes a legally binding agreement between you and Cake Palate Designs, LLC. Cake Palate Designs, LLC reserves the right to decline to provide our goods or services to a customer except those protected under The United States Federal Civil Rights Act of 1964 protected classes.

## **CLIENT RESPONSIBILITIES**

Upon receiving a delivery, you or your duly authorized agent must verify it in person. You or your designee agrees to sign off with one of our staff members acknowledging your receipt of the delivery and assumption of responsibility for the equipment. If you receive equipment in a damaged or otherwise unusable state, you agree that you will provide us with telephone notification before your event commences. You also waive your right to seek refunds or any other credits for such rentals if you fail to notify us of the problems by phone call before the event.

You acknowledge that we will not accept order modifications or equipment exchange requests after our delivery representatives have vacated the drop-off location. Please call us directly to report damages or other unstable state—please do not email or text. All notifications received by email or text will be disregarded, and are not honorable.

You agree not to sublease, rent out or otherwise attempt to loan for remuneration any equipment that you rent from us.



## **CAKE PALATE DESIGNS, LLC RESPONSIBILITIES**

You acknowledge that Cake Palate Designs, LLC is not responsible for breaches of the contract timeframe that are beyond our control, including vehicle failure, weather, heat, humidity, rain, snow, sleet, ice, freezing rain, labor disputes or strikes, inclement weather, transportation problems, illness, or other factors beyond our control will not be honored. In the case of an unavoidable occurrence, regional security or any acts of God, a car accident, poor road conditions". The delivery schedule included in your contract is an approximation that doesn't constitute a guarantee. The descriptions of the equipment that you rent may not perfectly match what you receive due to manufacturer variances, prior usage and other factors. We may also substitute rental equipment for other functionally similar offerings at our sole discretion.

## **RENTAL TERMS**

Cake Palate Designs, LLC rentals are for two (2) days, and rentals must be picked up by 5 pm on Friday and returned by 5 pm Monday. The rental is to be returned by 5 pm at the end of the rental period and will be charged a \$25 fee for each day rental is late or full replacement cost on the seventh (7th) day. All rental orders should be reserved at the time of booking your services. Payment for the rental items will be included in your invoice and must be paid in full 60 days before the event date, enabling Cake Palate Designs, LLC staff to have your order prepared for delivery or for you to pick it up. Same-day rental requests are subject to approval.

## **SECURITY DEPOSITS**

All rentals are subject to a security deposit for any damage, late returns, or no return of the items rented from Cake Palate Designs, LLC. The security deposit hold will be released or refunded after inspection of the rental items. If any items rented are returned damaged, late, or not returned you will be subject to



paying the additional fees for each item ranging from \$25 to \$750. The fee assessed is to repair or replace items that are the property of Cake Palate Designs, LLC, and were damaged while being rented by the client. The client is responsible for any damage incurred. Photos and a clear explanation will be given to the client before the security deposit is enforced. We release our product in proper condition for your usage, we expect to receive our product in the same condition when returned. A security deposit will be enforced!

## **DELIVERY**

Cake Palate Designs, LLC will deliver your rentals to your event with your paid contract or invoice. All rental items, containers, and packing materials must be returned with your order, or additional fees will be incurred. Delivery includes drop-off on Friday and pick-up on Monday (based on weekend rental). Items must be stored indoors, in a secure sturdy location.

Delivery fees are subject to change if the original contract is changed. We adjust the price based on the size of the order, fuel costs, attendants needed to do the tasks, and the delivery workers needed. These prices are listed to give you an idea of the average cost of a delivery to your area. Large or heavy orders may incur a \$40-\$60 additional cost increase for additional man hours.

**We are not responsible for picking up or retrieving any rental items or stands after your wedding or event.** You are responsible for returning all rental items cleaned and wiped down within 48 hours of your event, or by the next normal business day. Cake Palate Designs, LLC has multiple events and weddings each week. Please be respectful of other events and promptly return your borrowed stands within 48 hours.

## **CAKE STANDS**

Cake stands are two (2) day rentals. Cake stands are covered and protected by bubble wrap and transported in protective packaging to prevent damage during delivery. The original packing material as well as the protective packaging must



be returned with the stand. Using the protective material will prevent potential damage. If the original protective packing material is not returned with the cake stand, there will be a \$10 replacement fee charged to purchase the proper protective material again. Cake Palate Designs, LLC expects some cake and icing residue, however, we ask that icing and crumbs are wiped off, and do not use sharp objects on the cake stands to prevent scratches, chips, or other damage to the stand. Cake Palate Designs, LLC will do a thorough and professional cleaning of the stand when it's returned.

### **POLICY AGREEMENT**

Your signature or payment on your contract establishes a legally binding agreement between you and Cake Palate Designs, LLC. You agree to the limited Rental Terms and Conditions stated above and the full Wedding Terms and Conditions listed on the website (printed copies are available upon request).

### **SPECIAL ORDER**

Special customized items must be paid in full at the time of order. These orders may not be changed within six weeks of your event or once the products have been received/completed by Cake Palate Designs, LLC. Specialty names and cake toppers must be paid in full when the order is placed. Specialty cake toppers and names are yours to keep.

### **SET-UP FEES**

This fee includes the setup or installation of the rented item and/or applying only the decorations that we provide. Fees are based on the total number of items, assembly time, and decorating involvement. We do not and will not install or decorate items that were not provided by us. The set-up fee does not include breakdown, cleanup, or removal.

### **CLIENT SET-UP**

If you opt to perform the set-up yourself, all rented items including accessories and small parts must be placed back into proper containers and cleaned if



necessary (for example cake stands, candles, candle holders, petals, table crystals, and vases). All vases, containers, boxes, totes, and packing materials must be returned to avoid replacement fees.

### **LATE FEES**

If items are returned late, the customer will be charged for an additional day. If items are not returned within two (2) days and the customer cannot be reached, replacement fees will be assessed and charged to the credit card on file.

Communication is important!

### **PICK-UP RENTAL REQUIREMENTS**

Rentals must be picked up in a secure vehicle. A valid driver's license for the driver, a credit card, and identification from the cardholder must be on file.

Items must be returned on your due date to avoid additional charges. Any items missing upon return are automatically charged for replacement or a late fee (additional day). The client is to inform us upon arrival if something is damaged or missing. Communication is important!

**We are not responsible for picking up or retrieving any stands after your wedding or event.** You are responsible for returning all rental items cleaned and wiped down within 48 hours of your event, or by the next normal business day. Cake Palate Designs, LLC has multiple events and weddings each week. Please be respectful of other events and promptly return your borrowed stands within 48 hours.

### **Damaged/Missing Items**

The renter assumes full responsibility for the item upon possession and agrees to pay the full replacement cost for lost or damaged items.

During the rental period, you agree that you'll cease using the equipment as soon as it becomes unsafe, or you observe it in a state of disrepair. You'll notify us of the hazard immediately and continue taking reasonable steps to prevent



persons and properties from sustaining injury or damage until our representatives personally relieve you of responsibility for the items. You agree to hold Cake Palate Designs, LLC harmless for any injury or damage sustained from continued use,

### **PRICING POLICY**

Rental Prices are subject to change without notice. Price quotes are valid for 14 days. Orders with special pricing must be booked by the date specified. All rental prices are non-negotiable.

### **WEATHER-RELATED ISSUES**

Cake Palate Designs, LLC does not issue refunds for any reason, including inclement weather. Should severe weather or wind become an issue, Cake Palate Designs, LLC reserves the right to refuse or release such items due to the risk of damage by inclement weather conditions. The client assumes all risks and hardships involved with having an outdoor event. Please discuss alternate plans with your event coordinator.

Cake Palate Designs, LLC is not responsible for revising your event design the day of or before your event, should inclement weather be ensuing. We desire that your event goes as smoothly as possible. However, if you choose to proceed with your plans during inclement weather, you assume full responsibility for wind and weather damages. If Cake Palate Designs, LLC arrives for a delivery and the weather is bad or impending, we will call you or a contact person to discuss alternate arrangements. Please provide an alternate point of contact name and number should you be unavailable on the day of your event.

### **PAYMENT TERMS**

Reservations and payments are made online only via a secure payment system. Cake Palate Designs, LLC does not take phone orders or take payments in person after appointments. The credit card will be used for reservations,



damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined above. The credit card will be charged if changes are made on the day of the event, such as added services, labor, or additional items that are requested or required. Checks are not accepted!

### **DAMAGED/MISSING ITEMS**

When you return your items after a two (2) day rental period, Cake Palate Designs, LLC staff will check in the returned items but is not responsible to check for missing or damaged items. The owner of Cake Palate Designs, LLC will do a thorough inspection of returned rented items and you will be notified by phone of any missing or damaged items within five (5) days. Cake Palate Designs, LLC will notify you within five days of the event if damages are discovered, or items are found to be missing upon sorting, laundering, and counting. A detailed list of inventories will be given to you to sign.

Damaged items are discarded within 10 days unless the client requests to pick them up. After 10 days, the client gives up rights to the item(s). Photos of damages will be submitted as proof upon request. If damaged items are not paid for within 7 days, the credit card on file will be billed, unless payment arrangements have been set up with the owner.

### **LOSS or DAMAGE RESULTING FROM THEFT or VANDALISM**

In the event the loss or damage to the Equipment is caused by theft or vandalism, Cake Palate Designs, LLC shall limit its claim against customer as follows:

- a. Equipment was stored in a secured\* location (Customer responsibility is limited to 50% of the current replacement cost of the equipment)
- b. Equipment was stored in a non-secured\* location (Customer responsibility is limited to 90% of the current replacement cost of the equipment)



In all cases of theft, coverage of any sort requires Customer to report the theft to the Company and to the police within 24 hours of discovery of the theft, and to provide a copy of the police report to the Company within 10 days of the date of the theft. Payment for Customer portion is due within 10 days of theft. If a police report is not filed, or received within 10 days of the theft you will be responsible for the full current replacement cost of the equipment and charged using the credit card on file.

### **DAMAGED or STOLEN RENTALS**

**DO NOT leave stands outside or on the porch of our location. They may be stolen! You will be responsible for the cost of a full replacement.**

### **ORDERS/CHANGES**

All order/service changes must be placed in writing or emailed to avoid any confusion. A detailed invoice will be submitted following any changes to your order by email. Additional services require an appropriate payment and will be charged to your credit card unless other terms are specified. Emails are considered legal and binding and do not require a signature to be valid. If changes are made on the day of the event, a responsible party must sign for them upon delivery. Your card on file will be charged for additions.

Substitutions are allowed ONLY with a 14-day notice. No substitutions are allowed within fourteen (14) days of the event. Items may be allowed based on availability.

### **CANCELLATIONS POLICY RESTOCKING FEE**

We recognize that plans can and do change, sometimes on short notice. If there is a change in your plans, e.g., cancellation or postponement of the event, we reserve the right to retain up to all amounts paid or due as of the date of receiving notice of the change. There is a 25% restocking fee for changed items one month out and 50% restocking fee two weeks out from the reservation date. At our discretion please be aware that once the contract is signed, and your event date scheduled, all other clients have been refused your specific rentals



and services for your event date, and thus all payments are non-refundable. All services may be canceled if received in writing no later than 30 days before the event. A credit in the amount of payment made will remain on file if the event is postponed.

### **PHOTOGRAPHY RELEASE**

By signing this agreement, you agree that Cake Palate Designs, LLC reserves the right to take and use photos taken at your event containing our products for marketing and promotional purposes without approval, or compensation to you. We will also request photographs from your photographer for the same purpose, and properly credit the photographer in our marketing (if the photographer agrees thereto).

### **NON-PAYMENT/BREACH OF CONTRACT**

No services contained in this contract will be rendered, delivered, or available if the Rental agreement is not signed and any balance is not paid in full before your event.

- No payments will be accepted beyond the event date. No exceptions!
- If payments are not received by the due date, and the credit card on file becomes invalid, expires, or we are unable to authorize it, your non-payment will be considered a breach of contract, and all previous payments are forfeited.
- If the rental agreement and payment are not received promptly, Cake Palate Designs, LLC will consider your agreement void, and release all rental items and services for another client's use. Cake Palate Designs, LLC is not contractually obligated until the rental agreement has been signed and payment in full has been made. We will attempt to contact you using all phone numbers and email addresses provided. You will not receive a notice in the mail. We understand situations happen outside of your control, and we will work with you if you experience difficulties. It is possible to modify your contract, but we must be



notified immediately of any changes and all changes must be approved by Cake Palate Designs, LLC in advance.

### **SERVICE GUIDELINES**

If you, your family members, and your friends are opting to decorate yourself or use your decorator, such person(s) are also required to abide by our guidelines, but you (the client) will be held responsible for damaged or missing items.

#### **Cleaning/Preparation and Room Readiness**

If upon arrival, Cake Palate Designs, LLC discovers that tables, containers or other items require cleaning before we can properly setup your rentals, we will charge your account \$50 for cleaning and preparing the necessary areas or items, or we may simply drop off your rental items and proceed to our other scheduled events. There will be no refunds issued for set-up fees.

### **MISUSE of ITEMS**

Upon pickup or delivery, if Cake Palate Designs, LLC perceives that misuse will occur, we will not release or leave the items and no refunds will be issued.

Thank you again for using Cake Palate Designs, LLC for your rentals!

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Customer Signature

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Pick Up/Delivery Date

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Event Date

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Rental Return Date

Cake Palate Designs, LLC  
Phone: (918) 300-4406  
Email: [CakePalateDesigns@yahoo.com](mailto:CakePalateDesigns@yahoo.com)