



JAY QUALLS
CELEBRITY CAKE DESIGNER

Jay Qualls Cakes, 2021 21st Avenue S., Suite 410, Nashville, TN 37212

615-867-2229

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Contract for Services Agreement

This Bakery Services Agreement (the "Agreement") is dated as of **00/00/11** by and between Maples Wedding Cakes ("Contractor") and ("Client") or her representatives ("Client") (collectively the "parties").

Services: Contractor will perform wedding cake and/or groom's cake/Cake Bar services described in this agreement.

1. **Cake Design:** Cake will be designed for bride like sketch and/or description on estimate, invoice, or work order provided to bride when services are retained.

2. **Time of Completion:**

- The Services shall be performed for Natalie Tate and concludes once the cake is delivered and set up on **EVENT DATE**.
- The event will be held at **EVENT LOCATION AND ADDRESS**. All services must be completed in time to accommodate the schedule above. Time is of the essence.

3. **Equipment:**

- Contractor will use its own equipment for the wedding cake when performing services for this event as well as equipment provided by client including an 8' bar and 8' back table with linen of brides choice
- Tables, linens, table coverings, overlays, plates, cake plates, cups, glasses, napkins, and silverware, will be provided by client.

4. **Payment:**

- Contractor will be paid for wedding cake services the sum of: **\$0,000.00**
WRITTEN AMOUNT IN WORDS
- The payment shall be made in the following manner:

Client or her representative shall pay a non-refundable non-transferable retainer of 50% (fifty percent) of the total cost of the wedding cake including taxes to be performed including delivery and setup charges. This retainer is for design and consultation services only. Retainer Amount: **\$0,000.00**

The balance of **\$0,000.00** is due and must be paid in full (30) thirty days prior to the event date. If balance is not paid in full (30) days of the event date, the contractor or any of its representatives or affiliations reserves the right not to perform all or part of the agreed upon services. **YOUR BALANCE IS ZERO AND PAID IN FULL.**

- Client shall be responsible for providing to the Contractor the following accommodations only:
 - Entrance to venue
 - Table and linens for cake table

5. **Terms:**

The term of this Agreement shall begin on: **00/00/0000**

6. **Notice:** Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate addresses below:

If to contractor:

Jay Qualls Cakes
2021 21st Avenue, S, Suite 410
Nashville, TN 37212

If to Client:

General provisions:

- a. All work shall be completed in a professional manner, and if applicable, in compliance with all building codes and other applicable laws.
- b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- c. Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees.
- d. In the event the client shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.
- e. Contractor shall not be liable for any delay due to circumstance beyond its control including but not limited to traffic, weather, entrance to venue, vehicle trouble, etc.
- f. Contractor is an independent contractor and not an employee of client.
- g. Any changes to this document must be signed by both Contractor and Client and must be done in writing.
- h. This agreement shall be construed in accordance with the laws of the State of **your state**.
- i. Neither the client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.
- j. The headings of the sections herein are for convenience only, and shall not affect the meaning of provisions of this Agreement.
- k. This Agreement constitutes the entire Agreement between the client and Maples Wedding Cakes, LLC and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other Agreements, whether oral or written, relating to the subject matter of this Agreement.
- l. By serving and/or accepting the products or services agreed upon in this Agreement constitutes satisfaction of the products or services of this Agreement.
- m. Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in **(Your City/State or Province)**.
- n. A non-refundable, non-transferable retainer of 50% of the total balance of the invoice is due to reserve your date and guarantee service.
- o. Estimates are valid for 5 business days and are subject to change without notice

IN WITNESS WHEREOF of the Parties has executed this Agreement on the date first written above.

CLIENT:

Signature

Name (please print)

Title (person signing)

Date

CONTRACTOR:

Electronically Signed by Jay Qualls

Signature

Jay Qualls,

Name (please print)

Owner

Title (person signing)

00/00/00

Date

Date