



5290 Quincy Drive, Cols, Oh, 43232
614-812-8603
sistarstreatsandmore@yahoo.com

Order Form

Order Date:

Total Price of Order:

Initial Retainer	Final Payment

Event Details

Event Date:

Event Location:

Event Type:

Number of Guests:

Client Name	Client Email	Client Phone

Emergency Name	Emergency Email	Emergency Phone



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Order Details

Number of Servings:

Extra Information:

Tiers, Flavors, and Fillings:	
Tier 1:	Tier 2:
Tier 3:	Tier 4:

Cupcakes/Candy Chocolate Apples/Chocolate Covered Wine Bottle/Cake Pops:

Other Treats: (strawberries, pretzels, marshmallows, Oreos, rice Krispy treats, cookies)



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All Other Offered Items: (Personalized Party Items, Tutu 's, Party Décor, Balloon Columns, Balloon Garland, Party Set Up, Shoe 's, T-Shirts, etc.)

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Order Contract

This Contract made on __[DATE]_____ is between Sistar's Treats and More ("Sistar's"), 5290 Quincy Drive, Columbus, OH 43232, and __[Name]_____, __[Address]_____ ("Client")(together, "Parties") and sets forth the agreement between the Parties relating to the products and services to be provided by Sistar's for Client identified in this Contract.

I. Booking and Payment Terms

A. Payment Requirements

1. The date of the Event is considered "booked" upon receipt of the signed Contract and a non-refundable retainer fee equaling 25% of the total value of the order, delivery charges, and equipment deposit.
2. Client must make final payment representing the balance due 14 days prior to Event.
3. For expedited orders booked 10 days or less before the Event, full payment is due when order placed.
4. Preferred payment methods are Cash (if given same day of order), CashApp, Apple Pay, Venmo, or Zelle. Different payment methods can be discussed but are not guaranteed.



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B. Failure to Pay

1. If the Client fails to pay as agreed, **Sistar's Treats and More** will cease work, cancel the order, and give no refund.
2. Failure to sign the Contract and pay the retainer within 48 hours will cancel your order. However, Sistar's may accept payment of the retainer fee as Client's agreement to the terms of this Contract.
3. Except for expedited orders, the Client will have a grace period of 2 days after the due date to pay the remaining balance plus the late fee before the Contract is cancelled. If this occurs, no refund will be issued for the retainer fee.
4. Late payments will be charged a \$50.00 late payment fee. Your payment is late if paid after the due date stated on the Order Form.
5. Returned checks (if check is accepted) and surcharges will be charged a \$50.00 fee.
6. Client is responsible for adherence to these terms without regard to any courtesy reminders that may be received. Sistar's does not guarantee any such reminders will be sent.

II. Order Design and Photography Rights

Sistar's Treats and More will closely follow the Client's requests to create the desired order. Due to copywriting and trademark laws, we cannot duplicate an exact copy of another artist's work but will ensure one reasonably similar.

Sistar's retains rights to any original cake designs we created for the Event.

We also reserve the right to use all photographs of any treats or cakes produced under this Contract for advertising purposes.



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III. Order Changes and Serving Sizes

Any changes to the treat order such as quantity, colors, flavors, the due date of order, not including postponement, must be submitted seven (7) days in advance.

There will be no changes allowed to the treat order six (6) days before the Event.

Serving size estimations are not guaranteed to be exact. **Sistar's** is not responsible for a shortage of treats if the count is not precise at the time of order or if the client estimates or guesses how much of each item is needed.

IV. Allergy & Dietary Warnings

A. Allergens

1. **Sistar's Treats and More's** baked goods/products may have encountered the following ingredients:
 - Peanuts/Peanut Butter/Nuts
 - Wheat
 - Milk
 - Eggs
 - Soybean
2. The Client is responsible for pointing out to guests and **Sistar's** any potential allergy hazards at order placement.
3. Client must sign the Allergen Disclaimer attached.



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B. Dietary Information

1. Natural dyes, artificial dyes, artificial flavorings, sugar, artificial sweeteners, artificial color, and other allergens not listed may also have encountered the products/baked goods.
2. If you request an item to be gold, silver, or other colors, **Sistar's** may use non-toxic items/products that the FDA has not approved. Please note, if you do not wish for this item used, it is your responsibility to notify **Sistar's Treats and More** immediately. ***This requirement applies to using edible glitter.***

Client must sign the Allergen Disclaimer attached hereto.

V. **Delivery/Set-Up or Pick Up**

A. Delivery Fee

There is a delivery fee of \$50.00 up to 20 miles, and \$100.00 up to 50 miles, upon request.

B. Venue

Client is solely responsible for all costs and/or deposits relating to the use of the Venue and for obtaining any necessary permissions, authorizations, or other requirements of **Sistar's** providing services at the Venue. **Sistar's** is not liable for any damages resulting from the use of its products or services at the venue.



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The Client is responsible for providing a suitable environment for the order (away from heaters, vibrations, people, a suitable surface, and an appropriate outdoor setting).

Sistar's Treats and More is not responsible/liable for anything if the venue is changed and it does not fit within our scheduled time of availability.

C. Pick Up

The Client may pick up the ordered items. The Client assumes liability once the items pass into the Client's possession.

1. If you are picking up your order, you have a 30-minute grace period to pick up your order. If your order has not been picked up within this timeframe, **Sistar's** will cancel your order, and items in the order will be subject to being re-sold.
2. You can pay a \$25.00 late pick-up fee to receive your items however, you must be at pick-up location within the 30-minute grace period stated above. ****ONCE PICK-UP TIME IS SCHEDULED, IT IS NON-NEGOTIABLE unless you adhere to the below 24-hour notice.
3. If you have to change the pick-up time for your order, you must notify **Sistar's** within 24 hours of pick-up date/time; pick-up times will be established 48 hours before Event date. No additional accommodations will be provided.

D. Signed Waiver Required

Upon delivery or pick-up, the Client must sign a waiver to ensure the condition of the order is satisfactory. If Client picks up the order, **Sistar's Treats and More**



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no longer assumes any responsibility for damage caused to it. If someone other than Client picks up the order, you and that person must sign a waiver form. Items will not be released unless both parties receive and sign the form.

If you are unsatisfied with your order and have not left the business location of **Sistar's Treats and More**, we will make it right for you by redoing the order unless your dissatisfaction is unreasonable. If you leave the premises and have not notified **Sistar's** within an hour of leaving the business location, we will no longer be responsible for correcting the order.

If waiver is not signed at delivery and/or not brought to pick up date/time by customer, **Sistar's Treats and More** will assume no liability and will take this as your satisfaction of order.

Once the waiver is signed or not provided as requested, **Sistar's** is not responsible for the order, including, but not limited to, collapse, sliding, melting, pokes, or other damage.

VI. Postponement/Cancellation

The Client must notify **Sistar's** if there is a change in the date/time of the Event or complete cancellation of the Event. Cancellation does not include canceling due to not meeting payment obligations or terms of Contract after paying retainer fee.

A. Postponement

1. If the postponement, other than those covered by Section VII, occurs seven (7) days or more before the Event, no fees will be charged.



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2. If the postponement, other than those covered by Section VII, occurs six (6) days or less before the Event, the Client will be charged a \$25.00 fee.

B. Cancellation

1. If cancellation, other than those covered by Section VII, occurs seven (7) days or more before the date of the Event, 50% of the total order will be refunded **less** the non-refundable retainer fee.
2. If cancellation, other than those covered by Section VII, occurs six (6) days or less before the Event, 25% of the total order will be refunded **less** the non-refundable retainer fee.

VII. Limitation of Liability, Insurance, and Indemnity

1. **Sistar's Treats and More** is not responsible for bodily injury, property, or consequential damage resulting from products or services.
2. **Sistar's** is not responsible for any damage to the order or shortness of order caused by anyone NOT employed by **Sistar's**.

Sistar's has general liability insurance. However, Client will indemnify and hold harmless **Sistar's** for any damage, theft, or loss of **Sistar's** property (if any onsite) occurring at the Event or caused by any of Client's guests.

IX. Force Majeure and Rescheduling

1. **Sistar's Treats and More** is not responsible for any delays/issues, and/or inability to deliver, based on accidents, natural disasters, transportation issues, inclement weather, illness, death, labor troubles,



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- delay in supplies, disputes or strikes, or any other circumstance beyond **Sistar's** control.
2. If an event noted in 1. (above) occurs, there will be no refund. However, Client can reschedule your order for a different date (**only one reschedule date apply**), and your retainer will be credited to this new date. There will not be any fees to change the date unless you have to reschedule the new rescheduled date. If you fail to meet the new rescheduled date, you forfeit your retainer fee, and a new retainer will be due to complete order.
 3. If **Sistar's Treats and More** has completed the order but it can't be delivered due to uncontrollable circumstances, the Client will be refunded 50% of the total cost. Sistar's will not be responsible for any other damages or compensation under these circumstances.

IX. Assignment

This Contract cannot be assigned by either Party without the other's written consent, with the exception outlined in paragraph ____, below.

X. Resolution of Disputes

The Parties agree not to post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof and providing the other Party with an opportunity to resolve any issues between the Parties amicably.

XII. Jurisdiction and Venue

This contract will be interpreted according to the laws of the State of Ohio, and any legal action must be filed in the County of Franklin in the State of Ohio.



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XIII. Entire Agreement

This document, along with its exhibits and attachments, specifically the Order Form, Disclaimer(s), and Waiver, constitutes the entire agreement between the Parties. If any provision is found invalid, all other contract provisions remain in force.

The Parties agree to the terms and conditions outlined in this Contract as demonstrated by their signatures below:

SISTAR'S TREATS AND MORE

CLIENT

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____