



## Terms & Conditions

**Upon submitting your payment you are agreeing to the following terms and conditions.**

Please reach out to Three Melons Bake Shop, LLC. PRIOR TO submitting your payment if you do not agree with any/all of the following policies and procedures or if you have questions regarding the policies and procedures as outlined below.

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### **AVAILABILITY:**

When inquiring about availability, please keep in mind that availability is subject to change at any point as I get orders. Inquiring about the availability of a date does not reserve it for you. Your order is placed and your date reserved only when your order is paid in full.

Ordering Time Frame & Process: I ask that you inquire about cookies as soon as you have decided you want them for your event. I typically need a *minimum* of 14 days notice for custom cookie orders, assuming I'm available, but *strongly prefer* at least a month prior to your pick up date. The earlier I know, the better for you!!

I have limited spots open each week and sometimes have to turn down orders because they were requested too late or I'm booked. However, if you find yourself in a cookie emergency, please *email* me and I may be able to help you or direct you in the direction of another local cookie. A rush fee may be incurred.

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### **PAYMENT POLICY:**

Invoices will be sent to your email address via Square and will give you the option to make a debit or credit card payment. Invoices not paid within 24 hours will be canceled without notice and the date will be opened up for other orders. Payment is required in full in order to begin preparing your order (that means sourcing any cute cutters, sprinkles, packaging, etc.). Your payment secures your spot on my calendar, too.

LARGE ORDER: Invoices over \$200 will require 50% non-refundable retainer at the time of the invoice, with the remaining balance due no later than 30 days prior to the event. If your business/organization requires payment via check or purchase order, please notify me immediately at [3melonsbakeshop@gmail.com](mailto:3melonsbakeshop@gmail.com).

RETAINER: Unsure of what you want or need for your upcoming order but you know you want some sweets? No problem. A non-refundable retainer of \$25 is required to hold your spot for any order at least 3 months out. All order details are required *at least* 30 days prior to your event. An invoice will be sent at that time and payment in full will be required within 24 hours of the invoice or your spot will be forfeited. *Why a non-refundable retainer? Once an order is placed and payment is made, preparation begins on the design, ingredients, and supplies for your order.*

***\*\*Pricing is subject to change due to the continued rising cost of ingredients and supplies for all quotes moving forward and until further notice. \*\****

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#### **PICKUP POLICY:**

Pickup will be at the agreed upon day and time at Three Melons Bake Shop, LLC in Woodstock, Virginia (address will be provided upon ordering). Your order will be placed on my pick up table/shelf at the agreed upon pick up time. Please arrive *no later than* 15 minutes after your agreed upon/scheduled time for pickup, as the 'elements' (heat, cold, dampness, humidity) may damage your order. Should something arise that prevents you from picking up at the agreed upon time, please let me know asap so other arrangements can be made. Orders that have not been collected within 2 hours of the agreed upon pickup time may be donated at the discretion of Three Melons Bake Shop, LLC. No refund will be issued for orders that are not collected at the agreed upon time. All sales are final! There are NO order pick ups on Sundays.

DAMAGE AFTER PICKUP: If you choose to pick up your order, packaging and directions on how to properly transport and handle your products will be provided. Once you leave the premises of Three Melons Bake Shop, LLC with the product, you are accepting the product as is. Three Melons Bake Shop, LLC is not responsible for any damage that may occur after you leave the premises. Three Melons Bake Shop, LLC is not responsible for damage to orders if your order is not collected at the agreed upon time and outside of the window specified above.

DELIVERY: All orders must be picked up at my home in Woodstock, VA, unless otherwise discussed and my schedule allows, in which delivery is available for a fee based on mileage and begins at \$10. It has gotten very hard to schedule delivery around my full baking/decorating schedule and my family schedule.

SHIPPING: I follow Virginia's Cottage Laws and therefore, am unable to ship. Stay tuned though...I'm hoping to next year.

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#### **CANCELLATION POLICY:**

I do not accept cancellations, returns or exchanges once final payment has been made because the planning process will have already begun. However, your payment may be used as a credit for a future order, dependent on availability. Transferred payment must be used within 6 months.

Should an emergency occur on the part of Three Melons Bake Shop, LLC in which your order cannot be completed you will be refunded in full any payment or retainer made. Three Melons Bake Shop, LLC will notify you as soon as possible should this occur.

In an event that a customer is not satisfied with the order, the uneaten cookies must be returned within 24 hours to assess their condition and decide on a resolution.

Once your cookies are made, all sales are final!

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#### **CHANGING AN ORDER:**

Changes to an order are done solely at the discretion of Three Melons Bake Shop, LLC and depend on the ability and time available to make changes. Change requests 2 weeks prior to pick up will be considered (but not guaranteed) and a small fee may apply.

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#### **PRE-ORDERS AND POP UP'S:**

Photos are not always completely accurate. Colors and lighting in photos may vary slightly. Packaging and sprinkles may also vary based on availability. All sales are final with pre-orders and pop up's. Please refer to the pick up policy above for details regarding pick up.

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#### **COTTAGE FOOD LAWS & ALLERGY WARNING:**

While Three Melons Bake Shop, LLC follows all applicable guidelines for avoiding cross-contamination in the kitchen, I cannot ensure that your order will not come into contact with common kitchen allergens which may include but are not limited to: eggs, nuts, soy, peanuts, milk, wheat, fish, gluten, and/or shellfish. Please notify Three Melons Bake Shop, LLC of any allergies before submitting payment for your order so that we may discuss whether or not your allergy needs can be accommodated. You are responsible for notifying all consumers of your order (all people at a party, for example) the potential for all products to contain common allergens. Three Melons Bake Shop, LLC is not liable for any allergic reactions that may occur. I am not able to offer gluten-free or vegan cookies.

As a cottage home bakery, Three Melons Bake Shop, LLC products are produced in a home kitchen that is not subjected to state licensure or inspection by the Virginia Department of Health or the local health department.

These items are also not intended for resale.

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### **DESIGN PROCESS:**

**INSPIRATION:** Please feel free to send photos for inspiration, including invitations, etc. These are great for capturing colors and various design elements. However, please note that I do not completely replicate another cookier's designs. I will keep it similar but not 100% the same out of respect for my fellow cookie artists.

**LOGO'S/ARTWORK:** I require written permission when replicating logos or artwork.

**COLORS:** Icing colors may vary. I'll do my best to match the colors as close as I can, but colors can vary based on many reasons outside of my control. Placing an order with me means that you agree that the colors may vary from inspiration photos, fabric, invitations, etc.

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### **MISCELLANEOUS:**

**GIFT CARDS:** Yes! I have gift certificates for the amount of your choice. Please email me or order on my website.

**DISCOUNTS:** I do not offer discounts. The amount of time and thought that goes into each individual cookie is precious to me. I take great pride in my work and sincerely enjoy what I do. While I know my prices may not be cheap, I know they are worth it. One way to think about it...you're getting a Porsche, not a Honda.

**DONATIONS:** I will gladly donate items to local non-profit organizations for door prizes, raffles, etc., if I have availability and it's for a cause that I support. I only do a very limited amount of donations per year. Please send requests via email with details to [3melonsbakeshop@gmail.com](mailto:3melonsbakeshop@gmail.com) RE: Donation.