[**$0.00**](https://obubblebakery.com/cart/)

**Terms and Conditions**

**Our Guarantee**

Out of the Bubble Bakery will provide a professionally decorated dessert in a timely manner as specified in the invoice or contract.  We appreciate your business and we are honored that you have chosen us for your special celebration. We guarantee that the flavors, size, and general design elements will be met as outlined. If you are not satisfied with our product(s) please let us know at the time you receive your order. Once your order is accepted, refunds will not be considered.

**Allergy Disclaimer**

Please be aware that although we have strict processes in place to prevent cross-contact there is still a slight risk of the presence of any allergen.

**Refund Policy**

Out of the Bubble Bakery will not offer refunds or exchanges for custom products that meet our quality standards once a cake has been picked up/delivered and “Accepted” by you or another designated party. Additionally, under no circumstances will Out of the Bubble bakery provide a refund in excess of the cost of the order. All products are the responsibility of the customer once it leaves our possession. Refund requests due to decorating style, color shade or general decoration design will not be honored or considered. We only give refunds if the product does not meet the flavor, size, and general description detailed above.

Cake flavor and texture is subjective. Refunds requested due to flavor or texture after cake has been accepted and picked up will be at the sole discretion of Out of the Bubble Bakery.  Out of the Bubble Bakery may consider a store credit if the product is brought back to us and the quality of the cake flavor or texture is determined not to meet our standards within 24 hours of your event. Please note, we do taste our cakes daily to insure the highest quality. Quality determination is solely at the discretion of Out of the Bubble Bakery. Our cakes are baked from scratch with all natural ingredients, and need to be kept out at room temperature for at least an hour prior to serving. Keep in mind, variety in temperature and humidity may impact the flavor, overall design, or texture of the cake to some degree. Please understand we cannot control changes in texture or changes in color or shape due to weather conditions.

**Design Variations**

Although we make every attempt to provide an exact design and to match colors, custom cakes are a work of art. It may not be possible to match an exact shade of a color, but we will come as close as possible. The final product may be subject to slight variations.  Also be aware the exposure to light can cause colors to change. We do not offer discounts or refunds if the exact shade of a color is not achieved or if a variation occurs due to lighting.  In the event that a major variation needs to be made Out of the Bubble Bakery will communicate this to the customer and seek re-design approval.

**Care and Handling**

We are not responsible for any damage to the cake after pick-up or after setup is complete.  The client is responsible for providing an appropriate and secure table and environment for the cake(s).  Cakes are heavy and require a sturdy table, and optimal room temperature of 75 degrees or below.

If you or your representative elects to pick up and set up the cake, you assume all liability and responsibility for the condition of the cake once it leaves the possession of *Out of the Bubble Bakery*.

* In the case of fresh flower usage on the cake, the responsibility of the flower safety and safe food practices will rest with the florist and not with *Out of the Bubble Bakery*. The person placing this order should obtain a notice of plant safety, in question, from the florist.
* ***Out of the Bubble Bakery*** is not responsible for any damage to the cake caused by the placement of flowers by another party or other items on the cake.

**Deposits, Payments, Cancellations**

A deposit of 50% and a signed contract is required to consider this an order and contract for services to be rendered.  The remaining balance is due ten (10) business days prior to the delivery date. Any changes to this order must be made no later than ten (10) business days prior to delivery. Any changes requested after the signing of this contract cannot be guaranteed and may be subject to additional charges.

All deposits are non-refundable. There will be no credit given for orders cancelled inside of ten (10) business days. For cancellations with more than ten (10) business days’ notice, credit may be given for a future order, less the fair market value of items that cannot be re-used.  This offer is subject to the date being available.

If full payment is not received the due date, the order may be cancelled.

**Delivery Terms**

The delivery time will be confirmed two (2) business days before your event date. Cakes maybe setup 1-3 hours before your event. For outdoor events, we try to setup as close to the reception time as possible, which may limit design options.

The Client must disclose any adverse road hazards and/or obstacles that may hamper the delivery and quality of finished products.  In the case of an unavoidable occurrence, such as an act of god, a car accident, poor road conditions, or dropping of cake during delivery — Out of the Bubble Bakery cannot be held liable for more than the price of the cake described in this order.

If the client or client representative is not available to receive the delivery. A re-delivery fee will be required at the time of receipt of goods and services.

**Photographs and Marketing**

We respect the privacy of all our clients. We will not disclose the identity of clients (photographs of people, last names, event details, contract details) without permission. We do however, reserve the right to photograph baked goods and use those photos on our website, social media, or marketing materials. We also reserve the right to use any photographs for display or promotion without compensation to you.

**Governing Law and Waiver of Jury Trial**

This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia irrespective of the choice of law rules in the state of execution of the Agreement.  The parties hereto acknowledge and agree that, any legal action brought pursuant to this Agreement shall only be of proper venue exclusively within the courts of the Commonwealth of Virginia. Any litigation relating to this Agreement, brought by Client shall be commenced and maintained only in a federal or Virginia state court located nearest to Company’s principal office; The Client consents to personal jurisdiction and venue in any such court. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTERS INVOLVING THE PARTIES HERETO. If Company is the prevailing party, it shall be entitled to recover from the Client the reasonable costs and expenses incurred in connection with any mediation, suit or other action brought pursuant to this Agreement, including, without limitation, reasonable attorney’s fees.

**Resolution of Disputes***.*

All claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach of this Agreement (in any event, a “Dispute”) shall first be submitted to non-binding mediation in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Unless agreed upon by the parties, the mediator shall be selected by the Alternative Dispute Resolution Section of the Fairfax County Bar Association. The mediator may offer such guidance as the mediator deems appropriate to facilitate the resolution of the Dispute.

**Rental Items**

All rental items will be for a seven (7) day period. The day of the event and up to six (6) days after. A late fee of $25.00 per day will be imposed for each day the items are late. Should any parts be not returned or damaged in any way, the renter will be responsible for the cost of replacing the entire item.  The rental rates, return date, refundable deposit, and replacement cost is noted on the invoice or in the contract. A returnable security deposit will be refunded when ALL rental items are returned in the same condition.

**We Deliver**



We are currently not offering delivery except for special events or tiered cakes valuing $350.00 or more.

**Order Early**



For custom decorated desserts, we recommend ordering at least 3-6 weeks in advance. Placing your order as soon as possible is suggested to ensure your desired date is available. For orders with less than 2 weeks’ notice, design options, sizes, and flavors maybe limited. We rarely can accommodate rush orders. Visit the 'Contact Us' page to check availability.

**Request a Quote**

[Click to Request a Quote](https://obubblebakery.com/contact-us/)

**Our Address**

Out of the Bubble Bakery  
6230-A Rolling Rd  
Springfield, VA 22152

(571)-336-2280

**Retail Hours**

Mondays: CLOSED  
Tuesdays 11am – 6pm  
Wednesdays 11am – 6pm  
Thursdays 11am – 6pm  
Fridays 9am – 6pm  
Saturdays 9am – 6pm  
Sundays 9am – 3pm

Extended Pre-order/Special order pick-up hours: Tuesday –Saturday 9am – 7pm

Widgetized Footer Reg