

# LETTER CAKE PURCHASE AND SALE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **Seller Information:**

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **Buyer Information:**

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **Letter Cake Information:**

Flavor(s): \_\_\_\_\_

Number of Letters: \_\_\_\_\_

Size per Letter (inches): \_\_\_\_\_

Frosting Type: \_\_\_\_\_

Additional Decorations: \_\_\_\_\_

## **Purchase Price and Payment Terms:**

Purchase Price: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

## **Clause 1 – Purpose of Agreement**

Seller agrees to sell and Buyer agrees to purchase the Letter Cake described above, including all components and decorations, on the terms set forth herein. Seller represents that Seller has full right, title, and authority to convey the Letter Cake and that no third party consent is required other than as expressly stated in this Agreement.

## **Clause 2 – Condition; AS-IS WHERE-IS**

Except as expressly stated in writing in this Agreement, the Letter Cake is sold AS-IS, WHERE-IS, with all faults, and without any express or implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose under applicable law (including U.C.C. Article 2 as adopted in the Governing Law State). Buyer acknowledges having had the opportunity to inspect the Letter Cake and accepts the apparent condition subject only to rights provided herein.

## **Clause 3 – Ingredients and Allergens**

Seller shall disclose all ingredients used in the Letter Cake and any known allergens present. Buyer acknowledges responsibility to review this information prior to purchase and accepts the Letter Cake understanding any allergen risks.

## **Clause 4 – Seller’s Representations and Warranties**

Seller represents and warrants that: (a) Seller is the sole legal and beneficial owner of the Letter Cake with good and marketable title; (b) the Letter Cake is free and clear of all liens, claims, or encumbrances; (c) to Seller's knowledge, no violation of food safety or health regulations applies to the Letter Cake; and (d) Seller has disclosed all material information to Buyer. These warranties survive Closing for a period permitted by applicable law but do not expand any remedy beyond those provided herein.

**Clause 5 – Delivery and Risk of Loss**

Risk of loss, damage, or destruction passes to Buyer upon physical delivery of the Letter Cake to Buyer or Buyer's carrier at the agreed delivery location. Delivery shall occur on or before the agreed date and location. Until delivery, Seller shall bear all risks and shall maintain the Letter Cake in at least the same condition as of the date of execution, ordinary wear and tear excepted.

**Clause 6 – Purchase Price, Deposit, and Payment**

The total Purchase Price is \_\_\_\_\_ USD. Buyer shall pay a deposit of \_\_\_\_\_ USD (if any) upon execution, to be applied to the Purchase Price at Closing. The balance shall be paid by wire transfer, cashier's check, or other immediately available funds acceptable to Seller at Closing.

**Clause 7 – Taxes, Fees, and Charges**

Buyer is responsible for all sales/use taxes, delivery fees, and any other charges arising from the purchase and ownership of the Letter Cake. Seller is responsible for all costs required for lawful preparation and delivery.

**Clause 8 – Allergies and Special Requests**

Buyer shall notify Seller in writing of any allergies or special requests. Seller shall use commercially reasonable efforts to accommodate such requests but makes no guarantees beyond those expressly stated.

**Clause 9 – Cancelling and Refunds**

Cancellation requests must be made in writing. Refunds, if any, shall be at Seller's sole discretion, subject to applicable law and the terms herein.

**Clause 10 – Title and Ownership**

Title to the Letter Cake passes to Buyer upon full payment and delivery. Any use, display, or reproduction of Seller's brand or recipes requires prior written consent.

**Clause 11 – Maintenance and Storage**

Buyer acknowledges responsibility for proper storage and handling of the Letter Cake after delivery to maintain quality and safety.

**Clause 12 – Liability Limitations**

Seller's liability for any claim arising out of this Agreement shall be limited to the Purchase Price paid. In no event shall Seller be liable for incidental or consequential damages.

**Clause 13 – Personal Information**

The parties will process each other's personal information solely for the purposes of negotiating, executing, and performing this Agreement, and for complying with legal obligations (e.g., tax, anti-fraud). Each party shall use reasonable safeguards appropriate to the nature of the information and applicable U.S. law.

**Clause 14 – Confidentiality**

The terms of this Agreement and any non-public technical or financial information exchanged in connection herewith shall be treated as confidential and shall not be disclosed to any third party except to professional advisors, lenders, insurers, governmental authorities as required by law, or as otherwise agreed in writing.

**Clause 15 – Default and Remedies**

If Buyer materially breaches and fails to cure within \_\_\_\_ days after notice, Seller may terminate and retain any deposit as liquidated damages (the parties acknowledging that actual damages would be difficult to ascertain), without prejudice to Seller’s other remedies at law or in equity where permitted. If Seller materially breaches and fails to cure within \_\_\_\_ days after notice, Buyer may terminate and recover the deposit and any proven out-of-pocket costs, or seek specific performance or other remedies available under applicable law.

**Clause 16 – Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the parties’ original intent.

**Clause 17 – Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties with respect to the sale of the Letter Cake and supersedes all prior negotiations and understandings. No amendment or waiver is effective unless in a signed writing by the party to be bound.

**Clause 18 – Notices**

All notices shall be in writing and deemed given when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the parties’ addresses set forth above (or to such other address as a party may designate by notice).

**Clause 19 – Governing Law; Venue; Jury Trial Waiver**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_ (without regard to conflict-of-law rules). The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Clause 20 – Signatures; Counterparts; Attachments**

This Agreement may be executed in counterparts (including by electronic signature and PDF), each of which shall be deemed an original and all of which together constitute one instrument. The parties have executed this Agreement as of the date first written above.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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