

California Chocolate Fountains

Turn an Ordinary Event into an Extraordinary Event!

Chocolate Fountain Rental Contract

The Parties: This agreement is for services performed by "California Chocolate Fountains" for the event described below, between the undersigned Client and California Chocolate Fountains. California Chocolate Fountains agrees to furnish services to the following Client and specifications:

CLIENT INFORMATION:

Client Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Fax: _____
Cell Phone: _____ Email: _____

EVENT INFORMATION:

Date of Event: _____ Scheduled Start Time: _____ End Time: _____ (3 hours included)
Type of Event: _____ Number of Guests: _____

LOCATION INFORMATION:

Name of Location: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Name & Phone Number of Caterer or Contact: _____

FOUNTAIN RENTAL INFORMATION:

Client agrees to rent from California Chocolate Fountains, the following:

_____ Medium Chocolate Fountain	(Rental Fee - \$495)	\$ _____
_____ Large Chocolate Fountain	(Rental Fee - \$695)	\$ _____

(includes premium French chocolate)

Please choose type of chocolate: _____ Dark _____ Milk _____ White

Client requests the California Chocolate Fountains to provide the following dipping items
(\$2.25 per guest)

_____ Strawberries*
_____ Marshmallows
_____ Dried Apricots
_____ Pretzels
_____ Other _____
(*if seasonally available) number of guests x \$2.25 = \$ _____

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With every Chocolate Fountain Rental, the California Chocolate Fountains agrees to provide to the client, the following:

- INCLUDED** - Delivery of Chocolate Fountain to Event Within San Diego County
- INCLUDED** - Premium French Chocolate
- INCLUDED** - Set Up, Tear Down & Cleaning of the Chocolate Fountain
- INCLUDED** - Onsite Chocolatier (fountain attendant)
- INCLUDED** - 1,000 - 10" Wooden Skewers
- INCLUDED** - Three (3) hours of use of a California Chocolate Fountain
- INCLUDED** - Beautiful presentation of your California Chocolate Fountain

The following items are optional:

_____ Travel Charge (from \$75) _____
_____ Overtime (\$35 per Half Hour) _____
_____ Other _____

SUB TOTAL: \$ _____
OTHER: \$ _____
GRAND TOTAL: \$ _____

1. **PAYMENT TERMS:** California Chocolate Fountains requires a \$150 retainer in order to reserve a California Chocolate Fountain. To confirm this agreement, return one signed and completed copy of this contract along with the retainer of \$150 within 5 days (you may also fax back the contract if paying by credit card). The balance is due no later than 14 days prior to the date of the event and can be paid in cash, check, money order or credit card (all credit card orders must be processed through PayPal via www.CaliforniaChocolateFountains.com website rental info page by clicking on the "Make Online Payment" button). **All Checks should be made payable to California Chocolate Fountains.** There will be a \$35 fee charged for all returned checks.

2. **CANCELLATION:** This agreement cannot be cancelled, except in writing, by either the Client or California Chocolate Fountains. If the Client initiates the cancellation, California Chocolate Fountains will hold the \$150 retainer to be used by the client toward any future event booked by the Client. Client will hold harmless California Chocolate Fountains in the event of illness, injury, act of God, or any other situation beyond control of California Chocolate Fountains that prevents California Chocolate Fountains from performing.

3. **PROVISIONS:** California Chocolate Fountains requires access to the desired set-up area at least 90 minutes prior to the scheduled start time. In addition, 90 minutes are required after the conclusion of the service period for take down and removal (this time does not count toward the 3 hours of fountain service time). The Client is responsible for providing a sturdy, level table capable of supporting at least 150 lbs. Client is also responsible for providing two table linens that coordinate with their color scheme. California Chocolate Fountains requires at least one - 120 volt circuit within 10 feet of the desired set-up area that adheres to contemporary safety standards and supplies at least 15 amps. Once the Chocolate Fountain has been set up in the desired location, it cannot be moved during the event. Client accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions. California Chocolate Fountains reserves the right to use any picture(s) from the event in advertising.

4. **LIABILITY:** This Agreement and the contents hereof represent the only warranties, express or implied, between the parties, including any implied warranty of merchantability or fitness for the particular purpose and for any other obligation or liability on the part of the California Chocolate Fountains. California Chocolate Fountains shall not be liable for any injury, loss or damage directly or consequentially arising out of the use or inability to use the Chocolate Fountain, whether used singularly or in conjunction with any other equipment. In the event of litigation all parties agree to mediation first. Any litigation will be restricted to the county of San Diego, in the state of California. Client will indemnify California Chocolate Fountains against, and hold California Chocolate Fountains harmless from all claims, actions, proceedings, costs, damages and liabilities, including attorney fees, arising out of, connected with, or resulting from the use of the California Chocolate Fountain.

CLIENT SIGNATURE _____ DATE _____

CLIENT SIGNATURE _____ DATE _____

CALIFORNIA CHOCOLATE FOUNTAINS SIGNATURE _____ DATE _____

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