Chocolate Fountains By Doreen

Chocolate Fountain Event Rental Agreement

www.ChocolateFountainsbyDoreen.com | 805.227.6371

Client Name:

Email:

Phone #: Cell #:

Address:

Date of Event: Event Type:

Start Time: End Time: No. of guests:

Event Location:

Service Inclusions

Service shall include the selected chocolate fountain(s) and with standard inclusion of premium quality chocolate as indicated in the package amounts. Delivery, set-up & disassembling, and professional host are included.

The Lil' Mo 16" Fountain ☐	The Kaytlynn 18" Fountain ☐	The Haley 19" Fountain ☐
The Carol 25" Fountain ☐	The Brittany 27" Fountain ☐	The Amy 44" Fountain ☐
The Angela 50" Fountain ☐	The Twins 55" Dual Sided Fountain ☐	

Indicate Preference: Milk ☐ Dark ☐ White ☐

Caramel ($35 extra) ☐ Liquid Peanut Butter ($35 extra) ☐

Add-Ons

☐ Yes, I want Chocolate Fountains by Doreen to provide dipping items for _____# of guests.

Chocolate Fountains by Doreen will provide 4 dipping items at a rate per guest as indicated by guest count {up to 99 guests $2.50/ guest; 100-150 guests $2.25/guest; more than 150 guests $2.00/ guest}. Extra dipping items may be added at an additional $.50 per guest per dipper item type.

My Choices for Dipping Items:

☐ Yes, I want to enhance the appearance of my chocolate fountain with a decorative fruit display

Small - $50 ☐ Medium - $75 ☐ Large - $100 ☐ Extravagant! - $200 ☐

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CHOCOLATE FOUNTAIN AGREEMENT TERMS & CONDITIONS

The following contract and its terms will set forth an agreement between Chocolate Fountains by Doreen and Client as listed above for Chocolate Fountain services for an event taking place at venue as listed above. This written contract sets forth the full, written intention of both parties and supersedes all other agreements between the parties.

SERVICE PERIOD

The Service Period will be start time to end time as listed above. Chocolate Fountains by Doreen will arrive approximately 1 hour before the service period begins. Chocolate Fountains by Doreen agrees to have Chocolate Fountain operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the chocolate fountain (adding chocolate, dippers, cleaning table, etc.). In addition, 1 hour is required after the conclusion of the service period for take down and removal.

PAYMENT

To reserve the event date and time, a $150.00 deposit is required upon signing this contract. We do not secure your date on our calendar until the deposit is received. The total balance is due 14 days prior to your event. If payment is received after this date, client may be subject to a 10% late penalty fee. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept checks, Visa, MasterCard, American Express and Discover via PayPal. Client will be charged a $35.00 fee for any and all returned checks.

If the rental time period exceeds the service period of 3 hours, the overage in rental time will be billed to the client at the rate of $75 per hour. Client will agree to time overages before services continue.

If the fountain is used beyond its intended purpose (i.e. excessively filling bowls/cups/plates with chocolate), additional fees will be applied based on volume of chocolate necessary to maintain minimum volume requirements for operation of the chocolate fountain. Additional chocolate will be billed at a rate of $12.50 per lb.

Rentals more than 50 miles from Paso Robles, CA will be subjected to a fuel charge, depending upon the mileage.

ACCESS, SPACE & POWER FOR CHOCOLATE FOUNTAIN

Client will arrange for an appropriate space for the Chocolate Fountain at event's venue. Required space must be level, dry and free from wind. Client is responsible for providing a sturdy table capable of supporting 100 to 200 pounds. Client also agrees to provide two table linens that coordinate with the color scheme. Client is responsible for ensuring power is available for the Chocolate Fountain, (120V, 15 amps, 3-prong outlet within 8 feet of desired set-up area). All electrical must adhere to contemporary

safety standards. Client must ensure Attendant will have sufficient space to work freely around the chocolate fountain station. 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. The client will accept full responsibility and liability for any damages, injuries, delays, or inability to use the Chocolate Fountain if the above requirements are not met.

DATE CHANGES & CANCELLATIONS

Written notification of date changes and cancellations is required 30 days prior to the Event date to receive a refund on your Deposit. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received. Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to chocolate fountain availability and receipt of a new Service Contract. If there is no availability for the alternate date, the retainer shall be forfeited and event cancelled. If for any reason, the event date must be rescheduled there will be a $75 rescheduling fee.

DAMAGE TO CHOCOLATE FOUNTAINS BY DOREEN'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Chocolate Fountains by Doreen's Equipment caused by: a) Any misuse of the Chocolate Fountains by Doreen's Equipment by Client or its guests, or b) Any theft or disaster (including but not limited to fire, flood, or rain).

Outdoor Events

If this is an outdoor event, Chocolate Fountains by Doreen will not take any responsibility and will not refund for rain, breezes, wind, or any other meteorological matters that might interrupt the function of the fountain. Use of Chocolate Fountain outdoors is at your own risk (wind, bugs, weather, and anything beyond Chocolate Fountains by Doreen's control).

LIABILITY & INDEMNIFICATION

Client agrees to assume full responsibility and liability for any and all claims arising out of the use of the chocolate fountain or its fountain attendants. Chocolate Fountains by Doreen will not be held liable for any injury, allergic reaction, loss or damage directly or consequently arising out of the use or rental of the Chocolate Fountain. Client will indemnify Chocolate Fountains by Doreen against, and hold Chocolate Fountains by Doreen harmless from all claims, actions, proceedings, costs, damages, and liability including attorney's fees, arising out of, in connections with, or resulting from the rental of the Chocolate Fountain. The liability of Chocolate Fountains by Doreen to perform services is subject to proven detention by sickness, accidents, or any other actions, not under its control.

Client will indemnify Chocolate Fountains by Doreen against any and all liability related to Client's Event during or after Client's event. Client will indemnify Chocolate Fountains by Doreen from the time of service and on into the future, against any liability associated with Client.

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Miscellaneous Terms

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Chocolate Fountains by Doreen and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. In the event Chocolate Fountains by Doreen is unable to supply a working chocolate fountain for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received.

The undersigned have read and understood the contract and agree to the terms and conditions in their entirety.

Client Signature: **Date:**

Chocolate Fountains by Doreen Signature: **Date:**

Please submit your completed Chocolate Fountain Rental Agreement to chocolatefountainsbydoreen@gmail.com.
Upon receipt of the completed contract, your event date will be reserved and an invoice will be sent to you for payment of deposit.