

# *Orlando Chocolate Fountains*

P.O. Box 92, Winter Park, FL 32790  
321-251-6508 Fax #772-594-0189

## *19" Chocolate Fountain Rental Agreement*

We look forward to helping you create part of the fun and excitement at your upcoming special event with a Chocolate Fountain! The following terms and conditions pertain to your rental of the 19" Chocolate Fountain:



***OUR COMMITMENT:*** Every Chocolate Fountain rental includes the following services:

1. Shipping or delivery of the 19" Chocolate Fountain at the destination specified by you (delivery in a 20 mile radius of Winter Park, FL – actual shipping charges outside of the 20 mile radius). Fountain will arrive no less than one business day prior to your event.
2. The use of the Chocolate Fountain at your special event.
3. Telephone consultation prior to your event with an experienced service attendant to ensure that your Chocolate Fountain rental is a success.
4. You will be responsible for disassembly of the Chocolate Fountain and its cleanup. Cleanup is as simple as a quick disassembly of the Chocolate Fountain and placing it in a dishwasher, or washing the fountain parts by hand and preparing the Fountain for pickup.
5. The Chocolate Fountain shall be ready and available for pickup the first business day following your event at a location agreed upon between you and Orlando Chocolate Fountains.

***RETAINER FEE:*** Your Chocolate Fountain Rental Fee is set forth below. In order to secure the availability of the Chocolate Fountain for your event, we require a Retainer Fee of Fifty (\$50) dollars and the execution of this Chocolate Fountain Rental Agreement. The Retainer Fee will be applied against your Chocolate Fountain Rental Fee of \$99. The balance of the rental fee (\$49 plus the cost of chocolate) shall be paid prior to the delivery or shipping of the Chocolate Fountain.

***CANCELLATION:*** You may cancel the Chocolate Fountain rental for any reason at any time up to four (4) calendar weeks before the scheduled rental date and receive a full refund of your Retainer Fee. Otherwise, if for any reason, you should find it necessary to cancel the Chocolate Fountain rental, you will forfeit the entire Retainer Fee. If, however, you schedule another event at which you desire to rent the Chocolate Fountain within six (6) months of your cancellation, then Seventy-Five Dollars (\$25) of the forfeited Retainer Fee will be applied to your Chocolate Fountain Rental Fee for that event.

***PAYMENT TERMS:*** You agree to pay in full the balance of the Chocolate Fountain Rental Fee and any other additional costs agreed upon thirty (30) days prior to the date of your scheduled event. You will be charged for any state, county or city license fees or sales or other taxes that may be imposed as a result of the rental and/or use of the Chocolate Fountain at the event. The Total Rental Fee as agreed upon is set forth on Exhibit "A" which is attached hereto and by reference incorporated as part of this Chocolate Fountain Rental Agreement. If we do not receive payment as described above, then this contract shall be null and void and we shall be entitled to retain the Retainer Fee as liquidated damages, except as specified above.

**PROVISION FOR PHYSICAL FACILITIES:** In order to ensure a successful event, it is necessary that the Chocolate Fountain be set up properly. It is necessary that the Chocolate Fountain be set up on a flat level surface to enable the appropriate “enrobing” effect. Sufficient power for the operation of the Chocolate Fountain, which requires at least one 120-volt circuit that supplies at least 15 amps according to normal safety standards, should be available within 6 feet of the setup area. Please have ready access to kitchen and sink facilities or dishwasher for you to properly clean the fountain.

**IMPROPER USE:** Orlando Chocolate Fountains can not be held responsible for failure to follow the detailed instructions provided for operating the chocolate fountain. If it is determined that improper use causes a failure of proper operation, no refund will be provided.

**MUTUAL INDEMNIFICATION:** Each party hereby agrees to indemnify and hold harmless the other against any losses, including costs and attorneys’ fees, as a result of any claim, action or proceeding arising out of, connected with or resulting from the use of the Chocolate Fountain at the event. The maximum amount of any costs or damages you may recover from us as a result of our conduct pursuant to the foregoing is limited to any payments you have made to us under the Agreement.

**ADDITIONAL TERMS:** We bear no responsibility in the event of a failure of our equipment, products or services by reason of an event outside of our control, such as a power outage, act of God or other force majeure. In any event we otherwise fail to provide the products or services as contracted for, your sole remedy will be the refund of all monies you paid us.

You accept full responsibility and liability for any and all damages, injuries or delays that occur as a result of failure to comply with these provisions.

We make no warranties, express or implied, regarding our equipment and products except those required by applicable law.

Any disputes and controversies arising out of or connected with the Rental Agreement are to be governed by Florida law, and the venue of any such action or proceeding relating thereto shall be the County of Orange, State of Florida.

**NOTICES:** Any notice required or permitted under this agreement shall be given personally by overnight or express delivery, or by U.S. Mail, postage prepaid. Any such notice shall be deemed to be given on the date it is received if given by facsimile or e-mail, or on the date the notice is actually delivered if given by overnight or express delivery, or on the third day after which the notice is deposited in the U.S. mail if given by U.S. mail.

This Chocolate Fountain Rental Agreement is entered into as of the day and year set forth below.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Orlando Chocolate Fountains

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## 19" Chocolate Fountain Rental Contract

### CLIENT INFORMATION:

Client Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### EVENT INFORMATION:

Date of Event: \_\_\_\_\_ Schedule Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

### LOCATION OF EVENT:

Name of Location: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

### FOUNTAIN RENTAL INFORMATION:

#### SCOPE OF SERVICES: \$99.00 + Tax

Included – One 19" Chocolate Fountain

Included – 4lbs of chocolate

Included – Delivery to event within 20 miles of Winter Park, FL

Included – 200 Skewers for dipping items

Included – Telephone consultation with qualified fountain attendant prior to your event

An additional charge may be required for shipping outside of the Greater Orlando area.

Chocolate may be purchased at \$5.00 per pound (5lb minimum): # \_\_\_\_\_ lbs.

Please circle your choice of chocolate:      DARK                  MILK                  WHITE

Client agrees to purchase from Orlando Chocolate Fountains, the following additional chocolate:

Dark Chocolate:      (1 lb.)      \_\_\_\_\_ Qty. x (\$5.00)      \$ \_\_\_\_\_

Milk Chocolate:      (1 lb.)      \_\_\_\_\_ Qty. x (\$5.00)      \$ \_\_\_\_\_

White Chocolate:      (1 lb.)      \_\_\_\_\_ Qty. x (\$5.00)      \$ \_\_\_\_\_

Please list the quantity requested, approx. 10 lbs for every 100 guests.)

**FOUNTAIN RENTAL INFORMATION (continued)**

If you want us to handle the set-up, tear-down, cleaning or attend the fountain:

Set-up fee \$10.00 \_\_\_\_\_ Set-up, tear-down and cleaning fee \$50.00 \_\_\_\_\_

Attending fee (Includes Set-up, tear-down and cleaning) \$50.00 an hour \_\_\_\_\_

**TOTAL RENTAL FEE** \$ \_\_\_\_\_

**ADDITIONAL FEES** \$ \_\_\_\_\_

**TOTAL RETAINER FEE** \$ \_\_\_\_\_

**TAX @ 6.5%** \$ \_\_\_\_\_

*Due to be paid 30 days before Event*

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The information requested above is essential for the completion of a successful event for all involved. Please make sure you have provided ALL information required and review it for accuracy. Please return this Chocolate Fountain Rental Contract together with your check or money order in the amount of \$50.00 as retainer for your Fountain rental to Orlando Chocolate Fountains.

**You can e-mail or fax completed Chocolate Fountain Rental Contract with Credit Card number:**

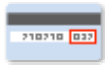
**Please Sign below credit card information:**

I authorize a \$295 charge to the below credit card as payment in full for the unreturned Chocolate Fountain in the event that I fail to have the rented Chocolate Fountain available for pickup as specified above –

Name on Card: \_\_\_\_\_ Card # \_\_\_\_\_ Exp. Date: \_\_\_\_\_ \*Code: \_\_\_\_\_

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

Card holder signature: \_\_\_\_\_ Date: \_\_\_\_\_



\* (On the back of your card, locate the final 3 digit number –



AMEX 4 digit on front)

**OR**

**Please make check payable to: Orlando Chocolate Fountains**

**Mail completed Chocolate Fountain Rental Contract and Retainer Fee to:  
Orlando Chocolate Fountains  
P.O. Box 92  
Winter Park, FL 32792**