



Orlando Chocolate Fountains

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

Chocolate Fountain Rental Agreement

We look forward to creating part of the fun and excitement at your upcoming special event with the Chocolate Fountain! The following terms and conditions pertain to your rental of the Chocolate Fountain:

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

1. Set-up of the Chocolate Fountain in the desired location at your event.
2. The use of the Chocolate Fountain at your special event for three (3) hours. Additional time will be billed at the rate of Twenty-Five Dollars (\$25) per half hour.
3. An experienced service attendant will set up the Chocolate Fountain and remain present to over-see its use during the event. The attendant will be essential to helping your guests enjoy the use of the Chocolate Fountain and provide a sanitary and clean environment.
4. Your Chocolate Fountain rental includes twenty (20) pounds of Sphra Premium Fondue Chocolate by Callebaut. This should serve approximately 150-225 guests. If additional chocolate is required, it will be billed at a rate of Five Dollars (\$5) per each additional pound used in increments of 5 lbs. We do not recycle chocolate and will dispose of any unused chocolate unless you arrange otherwise.
5. We will be responsible for disassembly of the Chocolate Fountain and its cleanup. Please make arrangements to clean up any remaining food items which may be left over from the event, if provided by an outside caterer.
6. The Chocolate Fountain Rental Fee includes one hour round trip travel to and from your event. If additional travel time is required, a travel charge may be applied and will be set forth below as part of the overall Chocolate Fountain Rental Fee.

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 Two Hundred Dollar (\$200) and the execution of this Chocolate Fountain Rental Agreement. The Retainer Fee will be applied against your Chocolate Fountain Rental Fee.

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 (\$75) 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 sale or other taxes that may be imposed as a result of the rental and/or use of the Chocolate Fountain or our services 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. We therefore require access to the desired setup area at least 90 minutes prior to the beginning of the event. We also require 60 minutes after the conclusion of the agreed-upon rental time period in order to disassemble and clean up the Chocolate Fountain. This time required for set-up and take-down of the Chocolate Fountain does **NOT** count toward the schedule rental time of the Chocolate Fountain.

1. You agree to provide at the desired set-up area the following:
2. Sturdy and level table capable of supporting one hundred fifty (150) pounds. Once the Chocolate Fountain has been set up at the specified location, it cannot be moved during the event.
3. 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, within 20 feet of the setup area.
4. Ready access to kitchen and sink facilities.

You also grant us the right to take photos/videos showing the use of the Chocolate Fountain and use those photos/videos for the limited purpose of advertising and promoting the Chocolate Fountain business to our prospective customers.

OUR SERVICE ATTENDANT: Our service attendant is our sole responsibility and our service attendant will have sole responsibility for setting up, operating and removing the Chocolate Fountain.

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. You shall provide adequate liability and casualty insurance (or otherwise confirm that such insurance being provided by the owner of the event facility) under terms which will cover and insure us and our agents.

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 fax or e-mail, or 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: _____

Customer Signature: _____ Date: _____

Company Representative Signature: _____ Date: _____



Orlando Chocolate Fountains

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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: _____
Fountain Start Time: _____ Fountain End Time: _____
Type of Event: _____ Number of Guests: _____
Color Theme: _____

LOCATION OF EVENT:

Name of Location: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Contact Person: _____

TRAVEL TIME:

One hour round trip travel time is included in the rental fee. Additional travel time will be billed at the rate of \$25 per half hour.

Estimated Additional Travel Time Charge: \$ _____

FOUNTAIN RENTAL INFORMATION:

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

SCOPE OF SERVICES: \$395.00 + Tax

- Included – One Chocolate Fountain
- Included – Delivery to event
- Included – Set-up and Table Preparation
- Included – 3 hours, Event Running Time
- Included – 20 lbs. Chocolate (serves approximately 225 people 1.5 oz. per person)
- Included – Break down and clean up
- Included – Cocktail Napkins, Skewers and Plates
- Included – Qualified Uniformed Fountain Operator

1. An additional charge may be required for events outside of the Orlando area.
 2. Additional Event time booked at agreement signing (\$50.00 per hour): # _____ hour(s)
 3. Additional Chocolate may be purchased at \$5.00 per pound (5lb minimum): # _____ lbs.
- Total \$ _____

FOUNTAIN RENTAL INFORMATION (continued)

Please circle your choice of chocolate: DARK MILK WHITE

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

Dark Chocolate:	(10 lbs.)	_____	Qty. x (\$50)	\$ _____
Milk Chocolate:	(10 lbs.)	_____	Qty. x (\$50)	\$ _____
White Chocolate:	(10 lbs.)	_____	Qty. x (\$50)	\$ _____

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

Please circle the type of attire you prefer our attendant to wear:

CASUAL SEMI-FORMAL FORMAL

Client requests Orlando Chocolate Fountains to provide the following dipping items:

- _____ Dipping Package 1 - \$1.99 per person for 4 dipping items from dipping item list
- _____ Dipping Package 2 - \$2.25 per person for 6 dipping items from dipping item list
- _____ Dipping Package 3 - \$2.75 per person for 10 dipping items from dipping item list

List dipping items: 1) _____ 2) _____ 3) _____ 4) _____ 5) _____

6) _____ 7) _____ 8) _____ 9) _____ 10) _____

Number of guests _____ x \$ _____ = \$ _____

TOTAL RENTAL FEE \$ _____

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 \$200.00 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:

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