

# Southern Chocolate Fountains

## RENTAL AGREEMENT

---

---

### CLIENT INFORMATION

Client Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

### EVENT INFORMATION

Date of the Event: \_\_\_/\_\_\_/\_\_\_ Start Time of the Event: \_\_\_\_\_ am/pm Scheduled Until: \_\_\_\_\_ am/pm

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

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

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

Name & Number of Caterer (if applicable): \_\_\_\_\_

### SPECIFICATIONS

Southern Chocolate Fountains agrees to rent the Client for the rental period above, the following equipment:

#### Package A

Includes: Small Chocolate Fountain, 10 lbs. Gourmet Chocolate for approximately 75 guests, 400 Wooden Skewers (includes Set-up, Breakdown and Cleaning),

Delivery & Pick-up Service within Pensacola, FL; Mobile, AL; Biloxi, MS Areas. - \$275.00

Choose from:  Dark  Milk Gourmet Chocolates.

#### Package B

Includes: Medium Chocolate Fountain, 20 lbs. Gourmet Chocolate for approximately 150 guests, 400 Wooden Skewers (includes Set-up, Breakdown and Cleaning),

Delivery & Pick-up Service within Pensacola, FL; Mobile, AL; Biloxi, MS Areas. - \$325.00

Choose from:  Dark  Milk Gourmet Chocolates.

#### Package C

Includes: Large Chocolate Fountain, 25 lbs. Gourmet Chocolate for approximately 200 guests, 400 Wooden Skewers (includes Set-up, Breakdown and Cleaning),

Delivery & Pick-up Service within Pensacola, FL; Mobile, AL; Biloxi, MS Areas. - \$395.00

Choose from:  Dark  Milk Gourmet Chocolates.

Additional Items:

Subtotal: \_\_\_\_\_

Additional Fees: \_\_\_\_\_

Deposit: \_\_\_\_\_

Tax (if applicable): \_\_\_\_\_

Balance Due: \_\_\_\_\_

## TERMS

The Client or their caterer will be responsible for providing dipping items i.e fruit, marshmallows, caramels, pretzels etc. please call for a quote if client would like Southern Chocolate Fountains to provide these or any additional items.

**CHOCOLATE:** All chocolate used in the Chocolate Fountain is couverture chocolate containing at least 33% cocoa fat. Only chocolate provided by Southern Chocolate Fountains will be used in the Chocolate Fountain. There will be no refund for unused chocolate. Additional chocolate is available in 10 pound increments for \$7.50/lb.

**PAYMENT TERMS:** The total fee agreed upon by the parties is \$\_\_\_\_\_. Southern Chocolate Fountains will tentatively hold the date of this event until 5 days after the contract date above. To confirm this agreement and the above stated date, return a signed and completed copy of this contract to Southern Chocolate Fountains along with a deposit of one half of the total fee within five days. Agreements relieved after five days are subject to availability and cannot be guaranteed. The balance of the fee is due no later than 10 days prior to the date of the event and can be paid in cash, Money Order or check. All checks should be made payable to: Southern Chocolate Fountains. There will be a \$35.00 fee charged for all returned checks. A returned check may result in the loss of the event date.

**SALES TAX:** Sales tax is not included in the cost of providing the Chocolate Fountain. The Client agrees to pay all applicable sales taxes.

**OVERTIME COSTS:** When feasible, Client requests made on the day of the event for extended use of the Chocolate Fountain will be accommodated. Overtime requests may be made in half-hour increments at a cost of \$50.00 per half hour. Payment for overtime is due at the time of the request and may be made only by cash.

**CANCELLATION:** This agreement cannot be cancelled, except in writing, by either the Client or Southern Chocolate Fountains. If the cancellation is initiated by the Client the deposit will be forfeited. The liability of Southern Chocolate Fountains to perform said services is subject to proven detention by illness, accident weather or or any other condition not under its control.

**SET UP:** Southern Chocolate Fountains will require access to the desired set up area at least 30 minutes prior to the scheduled time of the event and 30 minutes after the conclusion of our service. This allows sufficient time for our set up and take down. The Client is responsible for providing two table linens which coordinate with their color scheme. The Chocolate Fountain requires at least one 110 volt circuit, within 30 feet of the desired set up area, which adheres to state and local safety standards and supplies at least 15 amps. The Client accepts full responsibility and is liable for any damages, injuries or delays which occur as a result of failure to comply with these provisions.

**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 a particular purpose and for any other obligation or liability on the part of Southern Chocolate Fountains. Southern Chocolate Fountains shall not be liable for any injury, loss or damage directly or consequently arising out of the use of the Chocolate Fountain, whether used singularly or in conjunction with any other equipment. The Client will indemnify Southern Chocolate Fountains against, and hold Southern Chocolate Fountains harmless from all claims, actions, proceedings, costs, damages and liability including attorney's fees, arising out of, in connection with, or resulting from the use of the Chocolate Fountain.

**DAMAGED OR STOLEN EQUIPMENT:** In the event that the Chocolate Fountain is damaged due to guest misuse, or stolen at an event, the Client agrees to pay for any and all repair costs up to and including full replacement, including shipping and handling of the fountain, if applicable.

**WARNING!!** Your guests assume the risk of weight gain when they partake in the use of the Chocolate Fountain! Southern Chocolate Fountains is not responsible for allergic or adverse reactions in event guests.

This Agreement has been executed and delivered by the Client and the Client acknowledges that upon acceptance the valid execution hereof by Southern Chocolate Fountains this agreement shall be legally binding whether transmitted by mail, e-mail or facsimile.

Retain one copy of this agreement for your records, sign one copy below and return it along with your deposit within five days of the contract date, to the address listed at the top of this agreement.

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_