



CHOCOLATE FOUNTAIN RENTAL CONTRACT

1. Terms:

- To reserve the Event date and time a 50% Deposit is required and the Contract must be signed by **Chocolate Fountain**.
- Balance is due 14 Days prior to the Event. Accepted payment forms are cash, check, American Express, MasterCard, and Visa. There is a 5% discount for cash or check. Returned checks are charged a \$25.00 fee.
- A credit card must be on file with **Chocolate Fountain**.

2. Cancellation:

- Written notification to **Chocolate Fountain** is required 21 days prior to the Event date to receive a partial Refund, or half of your Deposit. After 21 days, your deposit can be used toward another date within 120 days.

3. Fountain Requirements:

- **Chocolate Fountain** will require the Fountain Station to have a level table capable of holding all items to be consumed with the fountain.
- One half an hour prior to the Event, access to the Chocolate Fountain Station area for set-up, and one half an hour after the Event for take down and clean-up.
- Two to three table linens, a grounded 120 volt power outlet within 8 feet of the table, and the Fountain Attendant must have the capability to work freely around the Fountain Station.
- 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.

4. Liability:

- **Chocolate Fountain** shall not be held liable for any injury, loss, or damage arising out of the use or inability to use the **Chocolate Fountain**. In the event of litigation, all parties agree to mediation first. Client will indemnify **Chocolate Fountain** against, and hold **Chocolate Fountain** harmless from all claims, actions, proceedings, costs, damages and liabilities, including attorney fees, that may arise out of, be connected with, or resulting from the use of the **Chocolate Fountain**.
- Damage to the **Chocolate Fountain** is the responsibility of the Renter if an Attendant is not hired through, or approved by, **Chocolate Fountain**. Repairs or Replacement Costs will be billed to the Credit Card on File.

5. Authority:

- Only the person signing this contract can alter the Date and/or Times for Fountain Rental and Usage. **Chocolate Fountain** will attempt to fulfill a request on the Rental Date; however there is no guarantee that extra Usage Time will be available. There is a fee for extra hours of Rental that are due and payable at the time of the request.

6. Guest Count:

- Rental of the **Chocolate Fountain** also includes the chocolate which is determined by the guest count provided by the client.
- Dipping items are also determined by guest count given to **Chocolate Fountain**.
- If the actual guest count is 10% over the guest count given by the client, additional charges of 1 ½ per guest will be charged to the credit card on file.

I _____ have rented the **Chocolate Fountain** for
(Date) _____.

Fountain Turn-on Time is _____ AM/PM

Fountain Turn-off Time is _____ AM/PM.

Additional Rental Time may be possible, however only I _____

will be able to change the terms of this contract with **Chocolate Fountain**. There is no
guarantee that extra Usage Time will be available.

I have contracted for (#) _____ Guests and understand that if the Actual Guest Count is
10% over my contracted number, a fee of 1½ the cost per guest will be charged to my
credit card on file.

Credit Card Type: American Express MasterCard Visa

Credit Card Number: _____

Name on Credit Card: _____

Expiration Date: _____

Zip Code Credit Card is Delivered To: _____

Client: _____

Signature _____

Chocolate Fountain Representative _____

Please Mail or Fax Order Sheet and Contract to **Chocolate Fountain**.

Euro Pastry & Chocolate Fountain
2647 Ariane Drive
San Diego, CA 92117

Voice (858) 270-9863
Fax (858) 270-6801
Attendant Cell (619) 518-3750

Confirmation will be made after the Contract is Signed by **Chocolate Fountain**, and Deposit is Paid.