

The Chocolate Fountain

113 Brayden Drive

Duson, Louisiana 70529

yourweddingmusic@yahoo.com

Phone: 337-212-6653

The Parties:

This agreement is for "The Chocolate Fountain" services for the event described below between the undersigned Client and "The Chocolate Fountain" for the amount of \$ _____.

"The Chocolate Fountain" agrees to furnish services to the following Client and specifications:

Client Name: _____

Address: _____

Home Phone: _____ **Work or Cell:** _____

Event Date: _____ **Scheduled Start Time:** _____

Type of Event: _____ **(#) of Guests:** _____

Location of Event and full address: _____

Please circle one choice of chocolate: white, dark or milk

Dipping's provided by: Client, The Chocolate Fountain or Caterer
Name of Caterer and phone number providing dippings:

If "The Chocolate Fountain" provides dippings at the cost of \$ _____.

The client will then pick (3) items from the dipping list at

www.thechocolatefountain.org.

1. _____ 2. _____ 3. _____

Client must contact Mark Domingue (15) days prior to the event with the dipping choices.

Specifications:

Included—Delivery to the event (Fountain can **ONLY** be used indoors)

Included—Chocolate Fountain Attendant

Included—Set up, tear down and cleaning of Chocolate Fountain

Included—20 pounds of Chocolate for the Fountain use only

Included—500 6" wooden skewers

Included—The Chocolate Fountain at your event for (3) hours (not counting set up and tear down)

If guests arrive prior to schedule start time, start time will be adjusted to that time. If guests arrive after start time, then the start time will start at scheduled start time with NO EXCEPTIONS.

Optional—Travel charge may apply for some events: _____

Optional—Additional time booked is \$100.00 per hour: _____

THE CHOCOLATE FOUNTAIN CONTRACT

Payment Terms:

“The Chocolate Fountain” is holding a tentative reservation for Client’s event until (5) days after the below “Contract Date”.

1. To confirm this agreement, return one signed and completed copy of this contract along with a deposit of \$100.00 within (5) days.
2. Agreements received after (5) days from the contract date are subject to availability.
3. The balance is due (10) days prior to the date of the event and can be paid by cash or check.

All checks need to be made payable to Mark Domingue or “The Chocolate Fountain” NO EXCEPTIONS. There will be a \$25.00 fee charged for returned checks.

Overtime Costs:

When feasible, client request on the day of the event for extended use of “The Chocolate Fountain” will be accommodated. Overtime requests may be made in one hour increments at a cost of \$100.00 per hour. Payment for overtime is due at the time of request.

Cancellation:

This agreement can not be cancelled, **except in writing**, by either the client or “The Chocolate Fountain”. If cancelation is initiated by the client then the deposit will be forfeited AND the remainder of the balance is due no later than (5) days after the cancellation. The liability of “The Chocolate Fountain” to perform said services is subject to proven detention by sickness, accidents, or any other action not under its control. Deposit will immediately be refunded.

Provisions:

1. “The Chocolate Fountain” attendant will require access to the desired set up area at least 1 hour and 30 minutes prior to the scheduled start time and 1 hour after the conclusion of our service for take down.
2. Client is responsible for providing a sturdy, level table capable of supporting 50 pounds and additional food items.

3. Client or caterer is also responsible for providing dipping items, table linens, plates, and napkins that coordinate with their color scheme.
4. If the client or caterer provided dipping items run out before scheduled end time then "The Chocolate Fountain" is **NOT** required to stay.
5. "The Chocolate Fountain" **WILL NOT** perform services upstairs.
6. "The Chocolate Fountain" requires at least two 110 watt outlets that supplies at least 15 amps within 15 ft. of the desired set up area, which adheres to contemporary safety standards.
7. 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.

Liability:

This agreement and the contents here of represent the only warranties, express or implied, between the parties, including any implied warranty or merchantability or fitness for the particular purpose and for any other obligation or liability on the part of "The Chocolate Fountain". "The Chocolate Fountain" shall not be liable for any injury, loss, or damage directly or consequently arising out of the use of inability to use "The Chocolate Fountain" whether used or consequently arising out of the use of inability to use "The Chocolate Fountain" whether used singularly or in conjunction with any other equipment. Client will indemnify "The Chocolate Fountain" against, and hold "The Chocolate Fountain" harmless from all claims, actions, proceedings, costs, damages and liabilities, including attorney fees, arising out of, connected with, or resulting from the use of "The Chocolate Fountain".

Retain (2) copies of this agreement for your records, (1) for yourself and one for the caterer. Sign (1) copy below and return it along with supplied deposit within (5) days, to the address listed at the top of the agreement.

Client Signature: _____ Contract Date: _____

Client Printed Name: _____

All checks must be made to Mark Domingue or "The Chocolate Fountain"