

CHOCOLAT AFFAIR
Rental Agreement

The undersigned wishes to engage the services of "Chocolat Affair" and hereby enters into the following Rental Agreement with Chocolat Affair, provider of Chocolat Affair Fountains:

CLIENT INFORMATION:

Name _____
Street Address _____ City _____ State _____
ZIP Code _____ Home Phone _____ Fax Number _____
Cell Phone _____ Email _____

INFORMATION ABOUT YOUR EVENT

Date of event _____ Type of event _____
Start time _____ End time _____ Number of guests _____
Location _____ Street address _____
City _____ State _____ ZIP Code _____
Your choice of chocolate _____ Your Service choice _____
Add dipping items? _____ Your dipping items choices _____

Specify what kind of special lighting you would like on your Chocolate Fountain table _____

Where did you hear about us? _____

FOUNTAIN RENTAL INFORMATION:

Client agrees to rent a chocolate fountain from Chocolat Affair. Rental fee \$299.00 for Silver Service, \$399.00 for Gold Service or \$499.99 for Platinum Service, \$149 for Children Party Package, \$149 for Weekday Affair Silver Service, \$199 for Weekday Affair Gold Service.

CHOCOLATE:

Only chocolate provided by Chocolat Affair will be used in the fountain. All chocolate must be purchased from us. There are no refunds for unused chocolate.

ALL SERVICES INCLUDE:

Fountain delivery.

Arrival ½ hour before start time to set up and prepare fountain.

Set up tear down and cleaning of the chocolate fountain.

Skewers.

3 hours of operating time (Start time as stated above)

Chocolate fountain attendant.

Chocolate for 60, 100, or 200 guests. (Depending on your service choice).

Napkins and disposable plates.

Special lighting to match your décor.

YOU AGREE TO PROVIDE:

A sturdy table capable of supporting 100 pounds.

Room for attendant to stand behind table.

Table cloth or skirting.

Plates and napkins (if you choose to use your venue's plates and personalized napkins, in this case, allow for extras as guests tend to come back several times).

A garbage can close by for your guests.

If you are providing your own dipping items, you are responsible to put out and display the food.

OPTIONAL:

Travel charges for events outside the Pinellas and Hillsborough counties area. Travel fees will be listed in your invoice if they apply.

Dipping items can be provided by you or by your caterer, or we can provide an assortment of dipping items starting at \$2.00 per guest.

Additional chocolate can be ordered at \$ 20.00 a quart.

\$40.00 per hour or \$25.00 per ½ hour will be charged when exceeding 3 hours.

In case the fountain should be used outdoors we offer a wind guard for a \$50 fee.

PAYMENT TERMS:

A \$200.00 non-refundable deposit is required to reserve a Chocolate Affair fountain. To confirm this agreement, return one signed and completed copy of this contract along with the \$200.00 deposit within five days of the reservation. In the event the signed contract is not returned, payment of the deposit shall be deemed full approval, acceptance and agreement to the terms and conditions contained in this contract. The balance is due NO LATER than 14 days prior to the event and can be paid in cash or by check. (\$50.00 fee for all returned checks.) Once the balance is paid, no refund shall be made. Make checks payable to Chocolate Affair.

CANCELLATION:

This agreement cannot be cancelled, except in writing no later than 14 days prior to the event, by either the Client or Chocolat Affair. In the event product has been ordered for the event, Client agrees to reimburse for the costs of same. If the Client initiates the cancellation, Chocolat Affair will retain the non-refundable deposit paid at time of reservation. Client will hold harmless Chocolat Affair in the event of illness, injury, act of God or any other situation beyond the control of Chocolat Affair that prevents Chocolat Affair from performing. In the event Chocolat Affair must cancel the reservation for any reason, Client will be entitled to full return of deposit, and agrees not to pursue any other damages against Chocolat Affair or its owner resulting from the cancellation.

PROVISIONS:

Chocolat Affair requires access to the desired set-up area at least 1/2 hour prior to the start time. In addition, 30 minutes are required after the conclusion of the service period to take down and removal. The Client is responsible for providing a sturdy, level table capable of supporting at least 150 pounds. Client also agrees to provide table linens that coordinate with the color scheme. Chocolat Affair also requires at least 1 120-volt circuit within 10 feet of the desired set-up area that adheres to contemporary safety standards and supplies at least 15 amps. Client accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with this provisions. Chocolat Affair reserves the right to use any pictures from the event in advertising.

In the event that Chocolat Affair cancels the contract, Client’s deposit will be refunded immediately.

LIABILITY:

Client agrees to assume full responsibility and liability for any and all claims arising out of the use of the chocolate fountain or its fountain attendants. Chocolat Affair will not be held liable for any injury, allergic reaction, loss or damage directly or consequently arising out of the use or rental of the Chocolate Fountain. Client will indemnify Chocolat Affair against, and hold Chocolat Affair harmless from all claims, actions, proceedings, costs, damages, and liability including attorney’s fees, arising out of, in connections with, or resulting from the rental of Chocolat Affair fountain.

The fountains are best if used indoors due to the weather and the fact that bugs may be attracted to the aroma of chocolate. In the event that you choose to have us run the fountains outdoors, you do so at your own risk, as we will have to shut it down if it becomes windy or if bugs become a problem.

CLIENT SIGNATURE: _____ DATE _____
CLIENT SIGNATURE: _____ DATE _____

CHOCOLAT AFFAIR FOUNTAINS SIGNATURE:

Alejandra Pena