



## 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 \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Fountain Turn-on Time is \_\_\_\_\_ AM/PM Fountain Turn-off Time is \_\_\_\_\_ AM/PM.

Indoor  Outdoor

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 \_\_\_\_\_

**Chocolate Choices**

- Milk Chocolate  Dark Chocolate  White Chocolate  Pink Raspberry
- Milk Hazelnut  Creamy Caramel  Organic Belgian Chocolate

**Condiment Choices**

- Fresh Strawberries  Brownie Bits  Marshmallow  Dried Apricots
- Fresh Bananas  Coconut Macaroons  Cream Puffs  Oreo Cookies
- Fresh Pineapple  Torcetti (Italian cookies)  Filled Wafers  Vanilla Waters
- NY Cheesecake Squares  Pretzels  Lady Fingers  Graham Cracker
- Chocolate Cookies  Apple Slices  Rice Crispies

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.