

TOWER OF CHOCOLATE



Rental Agreement

The undersigned wishes to engage the services of "Tower of Chocolate" and hereby enters into the following Rental Agreement with Tower of Chocolate, Provider of a chocolate fountain:

CLIENT INFORMATION

Name _____
Address _____ City _____ State _____
Home Phone(____) _____ Fax Number _____
Cell Phone(____) _____ Email _____

INFORMATION ABOUT YOUR EVENT:

Date of event _____ Type of event _____
Start time of fountain _____ End time of fountain _____
Type of Chocolate: Milk Dark Blend of dark/milk White (Circle One)
Location _____ Number of guests _____
Street Address _____ City _____ State _____

FOUNTAIN RENTAL INFORMATION:

Client agrees to rent chocolate fountain from Tower of Chocolate for rental Fee of \$395.00. When feasible, client requests made on the day of the event for extended use of the chocolate fountain will be accommodated depending on our availability.

CHOCOLATE: Only chocolate provided by Tower of Chocolate will be used in the fountain. All chocolate must be purchased from us. There are no refunds for unused chocolate.

INCLUDED:

Delivery of fountain to events within the Treasure Valley area.

Set up, tear down, and cleaning of the chocolate fountain

500 skewers

3 hours of operating time (can have more upon request).

Chocolate Fountain attendant(s)

Chocolate for 100 to 150 guests

Decorations around the fountain to coordinate with the type of event.

OPTIONAL: *Travel charges for events out the Treasure Valley area. Prices will vary depending on number of miles.*

PAYMENT TERMS:

A \$200.00 non-refundable deposit is required to reserve a Tower of Chocolate Fountain. To confirm this agreement, return one signed and completed copy of this contract along with the \$200.00 deposit within 7 days of the reservation. The balance is due no later than 14 days prior to the event and can be paid in cash or by check. Make checks payable to Tower of Chocolate.

CANCELLATION:

This agreement cannot be cancelled, except in writing, by either the Client or Tower of Chocolate. If the client initiates the cancellation, Tower of Chocolate will retain the non-refundable deposit paid at time of reservation. Client will hold harmless Tower of Chocolate in the event of illness, injury, act of God or any other situation beyond the control of Tower of Chocolate that prevents the chocolate fountain from performing.

In the event Tower of Chocolate must cancel the reservation for any reason, the client will be entitled to a full return of deposit, and agrees not to pursue any other damages against Tower of Chocolate or its owner resulting from the cancellation.

PROVISIONS:

Tower of Chocolate requires access to the desired set-up area at least one hour prior to the start time. In addition, 45 minutes are required after the conclusion of the service period for take down and removal.

The client (or place of event) is responsible for providing a sturdy and level Table capable of supporting at least 150 pounds. Client (or place of event) Also agrees to provide white table linens. Tower of Chocolate also requires one 120 volt circuit within 10 to 15 feet 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 these provisions. Tower of Chocolate reserves the right to use any pictures from the event for advertising.

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. The Tower of Chocolate will not be held liable for any injury, allergic reaction, loss of damage Directly or consequently arising out of the use or rental of the Chocolate Fountain. Client will indemnify Tower of Chocolate against and hold Tower of Chocolate Harmless from all claims, actions, proceedings costs, damages and liability including Attorneys fees arising out of, in connections with, or resulting from the rental of the Tower of Chocolate Fountain.

CLIENT

SIGNATURE _____ **DATE** _____

TOWER OF CHOCOLATE FOUNTAIN SIGNATURE

Thelma Ankenman 5798 W. Victory Road Nampa, Idaho 83687

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