

FAVORS & FOUNTAINS
CHOCOLATE FOUNTAIN RENTAL AGREEMENT

We look forward to creating part of the fun and excitement at your upcoming special event with the Chocolate Fountain! The following terms and conditions pertain to your rental of the Chocolate Fountain:

OUR COMMITMENT: Every Chocolate Fountain rental includes the following services:

1. Set-up of the Chocolate Fountain in the desired location at your event.
2. The use of the Chocolate Fountain at your special event for three (3) hours.
Additional time will be billed at the rate of Thirty Dollars (\$30) per half hour.
3. An experienced service attendant will set up the Chocolate Fountain and remain present to oversee its use during the event. The attendant will be essential to helping your guests enjoy the use of the Chocolate Fountain and provide a sanitary and clean environment.
4. Your Chocolate Fountain rental includes twelve (12) pounds of premium fondue chocolate by Callebaut or other chocolate of your choice by arrangement. This should service approximately 100-125 guests. If additional chocolate is required, it will be billed at a rate of Sixty Dollars (\$60) per each additional ten (10) pounds used. We will dispose of any unused chocolate unless you arrange otherwise.
5. We will be responsible for disassembly of the Chocolate Fountain and its clean-up. Please make arrangements to clean up any remaining food items which may be left over from the event, if provided by an outside caterer.
6. The Chocolate Fountain Rental Fee includes one hour round trip travel to and from your event. If additional travel time is required, a travel charge may be applied and will be set forth below as part of the overall Chocolate Fountain Rental Fee.

RETAINER FEE: Your Chocolate Fountain Rental Fee is set forth below. In order to secure the availability of the Chocolate Fountain for your event, we require a Retainer Fee of One Hundred Fifty Dollars (\$150) and the execution of this Chocolate Fountain Rental Agreement. The Retainer Fee will be applied against your Chocolate Fountain Rental Fee.

CANCELLATION: You may cancel the Chocolate Fountain rental for any reason at any time up to four (4) calendar weeks before the scheduled rental date and receive a full refund of your Retainer Fee. Otherwise, if for any reason, you should find it necessary to cancel the Chocolate Fountain rental, you will forfeit the entire Retainer Fee. If, however, you schedule another event at which you desire to rent the Chocolate Fountain within six (6) months of your cancellation, then Seventy-Five Dollars (\$75) of the forfeited Retainer Fee will be applied to your Chocolate Fountain Rental Fee for that event.

PAYMENT TERMS: You agree to pay in full the balance of the Chocolate Fountain Rental Fee and any other additional costs agreed upon between us at least two weeks prior to the date of your scheduled event. You will be charged for any state, county or city license fees or sales or other taxes that may be imposed as a result of the rental and/or use of the Chocolate Fountain or our services at the event. The Total Rental Fee as agreed upon is set forth on the Rental Contract which is attached hereto and by reference incorporated as part of this

Chocolate Fountain Rental Agreement. If we do not receive payment as described above, then this contract shall be null and void and we shall be entitled to retain the Retainer Fee as liquidated damages, except as specified above.

PROVISION FOR PHYSICAL FACILITIES: In order to ensure a successful event, it is necessary that the Chocolate Fountain be set up properly. We therefore require access to the desired setup area at least 90 minutes prior to the beginning of the event. We also require 60 minutes after the conclusion of the agreed upon rental time period, in order to disassemble and clean up the Chocolate Fountain. This time required for set up and take down of the Chocolate Fountain does NOT count toward the scheduled rental time of the Chocolate Fountain.

You agree to provide at the desired setup area the following:

1. Sturdy and level table capable of supporting one hundred fifty (150) pounds. Once the Chocolate Fountain has been set up at the specified location, it cannot be moved during the event.
2. Table linens (minimum two) that will complement the color scheme of your special event.
3. Sufficient power for the operation of the Chocolate Fountain, which requires at least one 120-volt circuit that supplies at least 15 amps, according to normal safety standards, within 20 feet of the setup area.
4. Ready access to kitchen and sink facilities.

You also grant us the right to take photos showing the use of the Chocolate Fountain and use those photos for the limited purpose of advertising and promoting the Fountain business to our prospective customers.

OUR SERVICE ATTENDANT: Our service attendant is our sole responsibility and our service attendant will have sole responsibility for setting up, operating and removing the Chocolate Fountain.

MUTUAL INDEMNIFICATION: Each party hereby agrees to indemnify and hold harmless the other against any losses, including costs and attorneys' fees, as a result of any claim, action, or proceeding arising out of, connected with, or resulting from the use of the Chocolate Fountain at the event. The maximum amount of any costs or damages you may recover from us as a result of our conduct pursuant to the foregoing is limited to any payments you have made to us under this Agreement, plus simple interest at the rate of ten percent (10%) per annum thereon.

ADDITIONAL TERMS: We bear no responsibility in the event of a failure of our equipment, products or services by reason of an event outside of our control, such as a power outage, act of God or other force majeure. In the event we otherwise fail to provide the products or services as contracted for, your sole remedy will be the refund of all monies you paid to us plus simple interest thereon at the rate of ten percent (10%) per annum.

You accept full responsibility and liability for any and all damages, injuries or delays that occur as a result of failure to comply with these provisions. You shall provide adequate liability and casualty insurance (or otherwise confirm that such insurance is being provided by the owner of the event facility) under terms which will cover and insure us and our agents.

We make no warranties, express or implied, regarding our equipment and products except those required by applicable law.

Any disputes and controversies arising out of or connected with this Rental Agreement are to be governed by California law, and the venue of any such action or proceeding relating thereto shall be the County of Alameda, State of California.

NOTICES: Any notice required or permitted under this Agreement shall be given personally by fax or e-mail, or by overnight or express delivery, or by U.S. Mail, postage prepaid. Any such notice shall be deemed to be given on the date it is given if by facsimile or e-mail, or on the date the notice is actually delivered if given by overnight or express delivery, or on the third day after which the notice is deposited in the U.S. mail if given by U.S. mail.

This Chocolate Fountain Rental Agreement is entered into as of the day and year set forth below.

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____

Company Representative Signature: _____ Date: _____

**PLEASE NOTE: There will be left over chocolate. Please provide 3-4 "Tupperware" type containers (2-3 quart size). We will be glad to ladle the leftover chocolate into them and you may re-use the chocolate. Just microwave on half power to re-dip or break into truffle bites.*