

Divine

Chocolate Fountains

Mini Fountain Rental Agreement

(716) 877-6565

4248 RIDGE LEA RD., AMHERST NY 14226

E-mail: INFO@DIVINECHOCOLATEFOUNTAINSWNY.COM www.DivineChocolateFountainsWNY.com

Divine would love to provide our decadent chocolate "Mini" fountain for your special event. Please fill out our Chocolate Fountain Rental Agreement form with the details of your upcoming event and fax or mail to the address/phone above. Upon receipt of your form, we will contact you as to our availability, and payment arrangements. *Divine* uses only the finest quality chocolate in its machines.

CLIENT INFORMATION:	
Name/Contact:	
Address:	
City/State/Zip Code:	
Phone Number:	
Email Address:	
Event Date and Pick up time:	
Return Date and time:	
Event Location:	
Contact Name:	
Contact Phone Number:	
Event Address:	

Type of Chocolate (Choose one):

Milk Chocolate Dark Chocolate White Chocolate Semi-Sweet Caramel

TERMS & CONDITIONS (Please Read Carefully):

- *Divine* requires a full payment to reserve date.
- Deposit is non-refundable after 2 weeks in advance - Prices are FINAL!
- Client agrees not to use any chocolate in the fountain except that provided by *Divine* Chocolate Fountains
- Client will provide all plates, napkins, tablecloth and table.
- Should client/guest damage machine, client will reimburse Divine for the full-price of the fountain.

FOUNTAIN PRICE: \$75.00	Mini-Fountain
SALES TAX NY-8.75% Erie 8% Niagara	
DELIVERY: \$20.00	
ADD'L CHOCOLATE (\$20 per 5#):	
FINAL PRICE:	
CONTRACT ACCEPTED BY:	
DATE:	

PAYMENT OPTIONS: (Please check one)

Cash Check Credit Card (Visa/MasterCard Only) **required as collateral

Name on Mastercard or Visa:	
Billing Address & Phone Number:	
Credit Card Number:	
Expiration Date:	
Authorization Code:	See 3 or 4 digit number on back of card:

PAYMENT TERMS: Total fee agreed upon by Client and *Divine* Chocolate Fountains is _____. *Divine* Chocolate Fountains is holding a tentative reservation for the Clients event until 14 days after the above Contract. To confirm this agreement, returned one signed and completed copy of this contract along with a deposit of \$75.00 within 14 days. Agreements received after 14 days from the contract date are subject to availability. All checks should be made payable to *Divine* Chocolate Fountains. There will be a \$30.00 fee charged for all returned checks.

CANCELLATION: This agreement can not be cancelled, except in writing, by either the Client or *Divine* Chocolate Fountains. If cancellation is initiated by the Client then the deposit will be forfeited. If cancellation by *Divine* Chocolate Fountain occurs for any reason under or beyond their control, *Divine* Chocolate Fountain's liability will be limited to returning within 7 days all monies prepaid for fountain services subject to this Contract.

PROVISIONS: Client is also responsible for providing a sturdy, level table capable of supporting the Chocolate Fountain and additional food items. (Approximately 75# for the Mini fountain. Client is also responsible for providing table linens, ample plates and napkins that coordinate with their color scheme. 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 hereof represent the only warranties, express and implied, between the parties, including any implied warranty of merchantability or fitness for the particular purpose and for any other obligation or liability on the part of *Divine* Chocolate Fountains. *Divine* Chocolate Fountains shall not be liable for any injury, loss or damage directly or consequently arising out of the use or inability to use the Chocolate Fountain harmless from all claims, actions, proceedings, costs, damages, and liabilities, including attorney fees, arising connected with, or resulting from the use of the Chocolate Fountain.

***Retain 1 copy of this agreement for your records, sign 1 copy below and return it along with your deposit within 14 days, to the address listed at the top of the agreement.**

CLIENT SIGNATURE _____ DATE ____ / ____ / ____

Divine Chocolate Fountain Rep. _____ DATE ____ / ____