

Divine

(716) 434-6208

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E-mail: DivineCF@Rochester.rr.com www.DivineChocolateFountainsWNY.com

Chocolate Fountain Rental Agreement

Divine would love to provide one of our decadent chocolate fountains for your special event. Please fill out our Chocolate Fountain Rental Agreement form with the details of your upcoming event and fax or email 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. If you are interested, we also provide the dipping items. See below for more information.

CLIENT INFORMATION:	
Name/Contact:	
Address:	
City/State/Zip Code:	
Phone Number:	
Email Address:	
EVENT INFORMATION:	
Event Type & color scheme:	
Event Date:	
Event Location:	
Contact Name:	
Contact Phone Number:	
Event Address:	
Event Time:	
Set-Up Time (90 minutes needed for set-up):	
RENTAL INFORMATION:	
What size fountain do you need?	
<input type="checkbox"/> "Mini" 19" Fountain (Serves under 20 People): \$75.00 (24-hour rental, no attendant)	
<input type="checkbox"/> Medium 29" Fountain (Serves up to 75 People): \$250.00	
<input type="checkbox"/> Large 35" Fountain (Serves up to 200 People): \$375.00	
<input type="checkbox"/> Spectacular 40" Fountain (serves Over 300): \$450.00	
<input type="checkbox"/> Dual Fountains (Restrictions apply, please contact us for further information)	
<input type="checkbox"/> Fountain topper: \$15.00 without florals <input type="checkbox"/> Fountain topper: \$40 with silk florals	
Type of Chocolate (Choose one):	
<input type="checkbox"/> Milk Chocolate <input type="checkbox"/> Dark Chocolate <input type="checkbox"/> White Chocolate <input type="checkbox"/> Semi-Sweet <input type="checkbox"/> Caramel	
Additional Chocolate: (@ \$25 for 5lbs. or @ \$40 per 10 lbs) <input type="checkbox"/> #10 <input type="checkbox"/> #5	Additional Running Time: (@\$50 per ½ hour) <input type="checkbox"/> ½ hour <input type="checkbox"/> 1 hour <input type="checkbox"/> other _____ Specify

Fountain Pricing includes: ➤ Rental up to 2 hours ➤ Unlimited Wooden Skewers ➤ Attendant for 2 hours ➤ Table décor to coordinate with event	➤ Greenery/ floral / lighting to match décor (circle choices) ➤ Premium Chocolate ➤ Delivery less than 35 miles – Included ➤ Over 35 miles \$1.00 per mile ➤ Set-up, Dismantle & Clean-up Included
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<input type="checkbox"/> Standard Package \$1.50 per person Choose 6 standard dippables	<input type="checkbox"/> Deluxe Package: \$2.50 per person Choose 6 standard dippables Choose 2 delectable dippables	<input type="checkbox"/> Elegant Package: \$3.50 per person Choose ANY 8 dippables Each additional item \$.50 per person
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“Standard” Dippables <input type="checkbox"/> Strawberries <input type="checkbox"/> Pineapple <input type="checkbox"/> Animal Crackers <input type="checkbox"/> Bananas <input type="checkbox"/> Grapes <input type="checkbox"/> Apples <input type="checkbox"/> Pretzels <input type="checkbox"/> Vanilla Wafers <input type="checkbox"/> Nutter Butter Cookies	Standard con’t <input type="checkbox"/> Marshmallows <input type="checkbox"/> Graham Crackers <input type="checkbox"/> Butter Cookies <input type="checkbox"/> Maraschino cherries <input type="checkbox"/> Gummi bears <input type="checkbox"/> Oreos <input type="checkbox"/> Pringles	“Delectable” Dippables <input type="checkbox"/> Brownie Bites <input type="checkbox"/> Caramels <input type="checkbox"/> Rice Crispy Treats <input type="checkbox"/> Biscotti <input type="checkbox"/> Caramel cremes <input type="checkbox"/> Fresh baked chocolate chip cookies <input type="checkbox"/> Macaroons <input type="checkbox"/> Mini-cream puffs <input type="checkbox"/> Mint sticks <input type="checkbox"/> Dried Apricots <input type="checkbox"/> Tootsie Pops
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TERMS & CONDITIONS (Please Read Carefully):

- *Divine* requires a \$200 deposit to reserve date.
- **Deposit is non-refundable after 8 weeks in advance - Prices are FINAL!**
- **Final payment is due 2 weeks prior to event.**
- Client will provide all plates, napkins, tablecloth and table.
- All photos taken at event will be used on website and on marketing materials and by signing this Agreement client agrees to allow the images made of your event to be used without compensation on Divine Chocolate Fountain's website and/or in its marketing materials
- Access to microwave, sink, and kitchen are not necessary, but appreciated.
- Should client/guest damage machine, client will reimburse Divine for the full-price of the fountain.
- Set-up is approximately 90 minutes before rental period begins. Tear down is 60 minutes after rental period ends.
- Gratuities are appreciated!!

FOUNTAIN PRICE:	Fountain Size:	Topper:
DIPPING ITEM PACKAGE:	Price per person:	Confirm Guest count (date):
SALES TAX NY: 8.00%: 8.75%:		
DELIVERY:		
ADD'L CHOCOLATE (\$40 per 10 #):		
ADD'L HOURS (\$50 per 1/2hour):		
FINAL PRICE:	Fountain:	“Dippable” package: Confirm date:
CONTRACT ACCEPTED BY:		
DATE:		

PAYMENT OPTIONS: (Please check one)

- Cash
 Check
 Credit Card (Visa/MasterCard Only)

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: *Divine* Chocolate Fountains is holding a tentative reservation for the Clients event until 14 days after the above Contract. To confirm this agreement, return signed and completed copy of this contract along with a deposit of **\$200.00** within 14 days. Agreements received after 14 days from the contract date are subject to availability. The balance is due no later than 14 days prior to the date of the event and can be paid in cash, check or money order. All checks should be made payable to *Divine* Chocolate Fountains. There will be a \$30.00 fee charged for all returned checks.

OVERTIME COSTS: When feasible, if Client requests on the day of the event, extended use of the chocolate fountain may be accommodated. Overtime requests may be made in half-hour increments at a cost of **\$50.00** per half-hour not including dippables. Payment is due at the time of request.

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: *Divine* Chocolate Fountain will require access to the desired set up area at least 90 minutes prior to the scheduled start time and 60 minutes after the conclusion of our service, for set up and take down. Client is also responsible for providing a sturdy, level table capable of supporting the Chocolate Fountain and additional food items. (approximately 90# for the small fountain and 150# for the medium and large fountains) Client is also responsible for providing table linens, ample plates and napkins that coordinate with their color scheme. *Divine* Chocolate Fountains requires at least one 120 volt circuit within 8 feet of the desired set up area that adheres to contemporary safety standards and supplies to *Divine* Chocolate Fountains at least 20 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.

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 ____/____/____