

Chocolate Elation

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www.chocolate-elation.com

THE PARTIES: This agreement is for "Chocolate Fountain" services for the event described below, between the undersigned Client and Chocolate Elation. Chocolate Elation agrees to furnish services to the following Client and specifications:

CLIENT: _____

Client Name: _____

Address: _____

Home Phone: _____ **Work Phone:** _____

Cell Phone: _____ **Date of the Event:** _____

Scheduled start time: _____ **Scheduled end time:** _____

Mark (X) for _____ **Indoors** _____ **Outdoors (\$25 Tent charge)**

_____ **Box to encase the base of fountain (\$35)**

Type of Event: _____ **Number of guests:** _____

Location of the event: _____

Special instructions: _____

Mark (X) for _____ **Milk Chocolate** _____ **Dark Chocolate**

_____ **White Chocolate** _____ **Cheese (\$15)** _____ **Caramel (\$35)**

Included – Delivery to your event within Utah and Salt Lake counties (.55 cents per mile outside of these counties)

Included – Attendant at your event including Set Up, Take Down, and Cleaning

Included – 25 lbs. of chocolate. (Feeds 200 people. Additional chocolate is \$3.99/lb., 1 lb. feeds 10 people)

Included – 6" wooden skewers

Included – Having the Chocolate Fountain running at your event for up to 3.5 hours

Included – Clear plastic plates (**Full Service only**)

Included – White Elegant napkins (**Full Service only**)

Included – 6 dipping Items (**Full Service only**)

PAYMENT TERMS: Total fee agreed upon by Client and Chocolate Elation is _____+(tax and 7.5% gratuity on Basic Service and 10% gratuity on Full Service packages)

A **DEPOSIT of \$100** is required to reserve a fountain for the day of the event. The remaining balance is due 10 days prior to the date of the event, and can be paid by: Cash, Check, Visa, or MasterCard. All checks should be made payable to Chocolate Elation. There will be a \$20.00 fee charged for all returned checks.

Overtime Costs: Overtime is any running time over 3.5 hours. When feasible, Client requests on the day of the event for extended use of the Chocolate Fountain will be accommodated. Overtime requests may be made in ½ hr. increments at a cost of **\$40.00 per ½ hr.** Payment for overtime is due at the time of the request.

Cancellation: This agreement cannot be cancelled, except in writing, by either the Client or Chocolate Elation. If cancellation is initiated by the Client the deposit then will be forfeited. The liability of Chocolate Elation to perform said services is subject to proven detention by sickness, accidents, or any other action not under its control.

Provisions: Chocolate Elation will require access to the desired set up area at least 60 minutes prior to the scheduled start time, and at least 30 minutes after the conclusion of our service, for set up and take down. The Client is responsible for providing a sturdy, level table capable of supporting the Chocolate Fountain and additional food items. Client is also responsible for providing the table linens. Chocolate Elation requires at least one 120-volt circuit within 10 feet of the desired set up area that adheres to contemporary safety standards 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.

Liability: This agreement and the contents hereof represents the only warranties, expressed or implied, between the parties, including any implied warranty or merchantability or fitness for the particular purpose and for any damage directly or consequently arising out of the use or inability to use the Chocolate Fountain, wither used singularly or in conjunction with any other equipment. Client will indemnify Chocolate Elation against, and hold Chocolate Elation harmless from all claims, actions, proceedings, costs, damages, and liabilities, including attorney fees, arising out of, 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, to the address listed at the top of the agreement.**

CLIENT SIGNATURE _____

DATE _____

Card Type _____ **Card Number** _____ **Exp. Date** _____

Billing zip code _____ **CVV # (3 digit number on the back of card)** _____

Please circle 3 Items from each category that you want at your event (full service):

Category 1

Strawberries, Pineapple, Bananas, Apples, Grapes, Raspberries, Melons, Blueberries, Blackberries, Maraschino Cherries, Pears, Mini cream puffs, Cookie dough balls.

Category 2

Marshmallows, Coconut covered marshmallows, Pretzels, Angel food cake, Brownies, Nut Clusters, Oreo cookies, Lady fingers (wafer cookies), Rice Crispy Treats, Graham Crackers, Animal crackers, Cinnamon bears, Nutter Butters.

How did you here about Chocolate Elation?