



divalicious
chocolate!
FOUNTAIN RENTAL CONTRACT

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

CLIENT:

Client Name: _____ Email: _____

Address: _____

Phone: (H) _____ (W) _____ (FX) _____

Event Day & Date: _____ Type Of Event: _____ No. Of Guests: _____

Event Start Time: _____ End Time: _____ Dipping Start Time: _____ End Time: _____

Event Location: _____ Address: _____

Phone: _____ Contact Person: _____ Cell: _____

SPECIFICATIONS:

Choose Fountain Size:

Small (up to 100 guests) Medium (up to 300 guests) Large (up to 600 guests)

Choose Gourmet Chocolate: Dark Milk White

Includes: *Delivery To Event; Set Up, Maintenance, Tear Down and Cleaning of the Chocolate Fountain; 3 Hours of Dipping Time; Skewers and Napkins

Gratuity for the fountain attendant, tolls, hotel porter fees and tips are not included in the rental price.

OPTIONS:

Divalicious Dipping Items: Basic \$2.50 Per Person Customized (request quote)

Travel Outside of New York City: YES How far? _____ Tolls \$ _____

(*Delivery is included within the five boroughs. Due to the increase in the price of gasoline there may be an additional gas surcharge for trips to the outer boroughs. Additional travel is \$35 per half hour in both directions outside delivery area.)

Additional Chocolate: YES (not necessary with standard three (3) hour rental)

Additional Dipping Time: YES How long? _____ (\$35 per half hour)

Miscellaneous: _____

PAYMENT TERMS: Divalicious requires a \$200 non-refundable retainer to reserve a Divalicious Chocolate Fountain. To confirm this agreement, return one signed and completed copy of this contract along with a \$200 retainer within five (5) days. You may also fax the contract 718.855.2411. The balance is due no later than 14 days prior to the date of your event, and can be paid by cash, check**, money order, or credit card (Visa/ MasterCard).

All checks must be made payable to Divalicious, Inc.

****There will be a \$35 fee charged for all returned checks.**

OVERTIME COSTS: When feasible, Client requests on the day of the event for extended use of the Divalicious Chocolate Fountain will be accommodated. Overtime requests may be made in half-hour increments at a cost of \$35.00 per half-hour. Payment for overtime is due at the time of the request.

CANCELLATION: This agreement cannot be modified or cancelled, except in writing, by either the Client or Divalicious. If the Client initiates cancellation, the deposit will be forfeited. Client will hold harmless Divalicious in the event of illness, injury, act of God, or any other situation beyond control of Divalicious that prevents Divalicious from performing in accordance with this contract.

PROVISIONS: Divalicious requires access to the desired set-up area at least 90 minutes prior to the scheduled start time. In addition, 90 minutes are required after the conclusion of the service period for take down and removal (this time does not count toward the three hours of fountain service time). The Client is responsible for providing a sturdy, level table capable of supporting at least 150 lbs (for med. & lg. fountains). Client is also responsible for providing two table linens that coordinate with the décor of the event. Divalicious 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. Once the Divalicious Chocolate Fountain has been set up at the desired location, it cannot be moved during the event. 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. Divalicious reserves the right to use any photographs or images from the event in its advertising and collateral material.

LIABILITY: This Agreement and the contents hereof represent the only warranties, express or implied, between the parties, including any implied warranty or merchantability or fitness for the particular purpose, and for any other obligation or liability on the part of Divalicious. Divalicious shall not be liable for any injury, loss or damage directly or consequently arising out of the use or inability to use the Divalicious Chocolate Fountain, whether used singly or in conjunction with any other equipment. Client will indemnify Divalicious against, and hold Divalicious 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 Divalicious Chocolate Fountain.

Please return one completed and signed copy of this agreement to Divalicious, Inc., along with your retainer. We will sign it and return a copy to you for your records.

CLIENT SIGNATURE: _____ **DATE** _____

DIVALICIOUS SIGNATURE: _____ **DATE** _____