

Maryland Chocolate Fountains
PO Box 1527 Glen Burnie, MD 21061
Phone: (410) 354-4011 (866) 933-6435
Web Site: www.maryland-chocolate-fountains.com

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

CLIENT:

Client Name: _____

Address: _____

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

Date Of Event: _____ **Scheduled Start Time:** _____

Type Of Event: _____ **Number Of Guests:** _____

Location Of Event: _____

Name & Phone Number Of Caterer: _____

SPECIFICATIONS:

Included - Delivery To Event

Included - Set Up, Tear Down & Cleaning Of The Chocolate Fountain

Included - 25 Pounds Of Chocolate

Included - 500 6" Wooden Skewers

Included - Having The Chocolate Fountain At Your Event For 3 Hours (not counting set up & tear down)

Optional - Additional Chocolate (\$40.00 Per 10 Pounds):

Optional - Additional Time Booked At Contract Signing (\$25.00 Per Half Hour):

Optional - Miscellaneous:

PAYMENT TERMS: Total fee agreed upon by Client and MD Chocolate Fountains is _____. MD Chocolate Fountains is holding a tentative reservation for Client's event until 5 days after the above "Contract Date". To confirm this agreement, return one signed and completed copy of this contract along with a deposit of **\$100.00 within** 5 days. Agreements received after 5 days from the contract date are subject to availability. The balance is due no later than 10 days prior to the date of the event and can be paid in cash, check. **All checks should be made payable to Russ Melanson**
There will be a \$30.00 fee charged for all returned checks. **Any unpaid balance must be paid prior to the date of the event.**

OVERTIME COSTS: 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 half-hour increments at a cost of **\$25.00** per half-hour. 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 MD Chocolate Fountains. If the Client initiates cancellation then the deposit will be forfeited. The liability of MD Chocolate Fountains to perform said services is subject to proven detention by sickness, accidents or any other actions not under its control.

PROVISIONS: MD Chocolate Fountains will require access to the desired set up area at least 30 minutes prior to the scheduled start time and 30 after the conclusion of our service, for set up and take down. 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 two table linens that coordinate with their color scheme. MD Chocolate fountains requires at least one 120 volt circuit within 10 feet of the desired set up area, that adheres to contemporary safety standards and supplies to us 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, 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 MD Chocolate Fountains. MD 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, whether used singularly or in conjunction with any other equipment. Client will indemnify MD Chocolate Fountains against, and hold MD Chocolate Fountains 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 within 5 days, to the address listed at the top of the agreement.**

CLIENT SIGNATURE: _____ **DATE:** _____