



Mr. Chocolate Fountain, LLC Service Agreement

78 Ivanhoe Drive

Ormond Beach, Florida 32176

Phone: (386) 671-7866

www.mrchocolatefountain.com

E-mail: info@mrchocolatefountain.com

Mr. CHOCOLATE FOUNTAIN SERVICE AGREEMENT

CONTRACT DATE: _____

THE PARTIES: This agreement (Agreement) is made and entered into by and between **Mr. Chocolate Fountain, LLC**, a Florida limited liability Company, and _____ (Client) for services referenced below. No other agreements whether express or implied, will be valid unless in writing and signed by both parties.

CLIENT:

Client Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Date of Event: _____ Scheduled Start Time: _____ End Time: _____

Type of Event: _____ Number of Guests: _____

Location of Event: _____

SCOPE OF SERVICES: \$395.00 + Tax

Included - One Chocolate Fountain

Included - Delivery to event.

Included - 1 hour, Set up and Table Preparation

Included - 4 hours, Event Running Time

Included - 20lbs. (serves approx. 225 people 1.5oz.pp.) Chocolate

Included - 1 hour, Break down and Clean Up

Included – Cocktail Napkins and Skewers

Included - Qualified Uniformed Fountain Operator

(1) An additional charge may be required for events outside of the Daytona Area.

(2) Client is responsible for dipping items and plates.

(3) Additional Event time booked at agreement signing (\$50.00 Per Hour):# _____ hour(s).

(4) Additional Chocolate may be purchased at \$5.00 per Pound: # _____ lbs.

TOTAL \$ _____

Added Service Price \$2.00 per person

Included - Dipping Items (5 types) to accommodate the Chocolate Fountain

Included - Elegant Platters and Serving Trays for Dipping Delights

Included - Plates

Included - Table garnishments to accompany the Chocolate Fountain

DISCOUNTS FOR MULTIPLE EVENTS AND SERVICES

Mr. Chocolate Fountain, LLC will give a discount to Clients for multiple bookings in a single calendar year.

Discount is in the amount of 10 % and is taken off total package before taxes are added.

Mr. Chocolate Fountain, LLC will give a discount for the rental of our services between Monday and Thursday.

Discount is in the amount of 10 % and is taken off total package before taxes are added.

PAYMENT AND TERMS

Number of dipping items agreed

Upon is # _____, at a price of \$ _____ per person. Any additional items, products, or services are as follows _____

Total fee agreed upon by Client and Mr. Chocolate Fountain, LLC is \$ _____. Mr. Chocolate Fountain, LLC will tentatively hold a reservation for Client’s event for 5 days after the above “Contract Date,” which is _____.

To confirm these services, Client must return a signed copy of this agreement with a retainer in the amount of \$200.00 to

Mr. Chocolate Fountain, LLC within five days. Agreements received outside of the five days from the “Contract Date” are subject to availability.

The remainder of the full amount is due 14 days prior to the event date listed above for services to be performed.

CANCELLATION

This agreement cannot be cancelled, except in writing, by either the Client or Mr. Chocolate Fountain, LLC. If the Client initiates the cancellation, then the full retainer will be forfeited. The liability of Mr. Chocolate Fountain, LLC to perform said services is subject to proven detention by sickness, accidents, or any other actions not under its control.

LATE PAYMENTS

In the event Client does not pay any payment when due, as provided by this agreement, the unpaid balance shall accrue interest at a rate of 1.5% per month and will be prorated for partial months.

PAYMENT ACCEPTED

Mr. Chocolate Fountain, LLC will accept Cash or Check. All checks are to be made payable to MR. CHOCOLATE FOUNTAIN, LLC. There will be a \$30.00 fee charged for all returned checks.

ADDITIONAL PROVISIONS

Mr. Chocolate Fountain, LLC will require access to the desired set-up area at least 1 hour prior to your Event start time, and 1 hour after the conclusion of your Event running time for tear down. Client is responsible for providing a sturdy, level table capable of supporting The Chocolate Machine (100 lbs) and additional food items. Client is also responsible for providing the table skirt and two table linens that coordinate with the color scheme. Mr. Chocolate Fountain, LLC requires at least one 120volt 15amp electrical outlet within 10 feet of desired set-up area. Client accepts full responsibility and is liable for any damages, injuries and or delays that result from its failure to comply with these provisions.

CLAIMS

Client will indemnify Mr. Chocolate Fountain, LLC, and its officers, directors, and the employees, against any and all claims, actions, proceedings, costs, damages, and liabilities, including attorneys’ fees, arising from Mr. Chocolate Fountain, LLC’s provision of services and equipment hereunder or from food consumption during Client’s event.

SIGNED this date _____

Client _____