



Chocolate Cascade Heaven, LLC
 14194 Hidden View Road NE
 Prior Lake, MN 55372
 952-496-0558
 Fax 866-408-0573
dpfletcher@earthlink.net
www.chocolatecascadeheaven.com

CCH Unattended Fountain rental and no Chocolate

The Parties: This agreement (Agreement) is made and entered into by and between Chocolate Cascade Heaven, LLC, (CCH) a Minnesota limited liability company, and _____, hereafter identified as (Client) for services referenced below.

Client Name: _____
 Street: _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____ Work/Cell Phone: _____
 Email Address: _____
 Booking Date: _____ Event Date: _____
 Type of Event: _____ Number of Guests: _____
 Start Time: _____ End Time: _____
 Event Location Name and Address: _____
 City: _____ State: _____ Zip: _____
 Caterer Contact Name: _____ Phone: _____
 The Client is a: _____ Business _____ Individual (for personal use)
 Who Provides Chocolate: _____ Client _____
 Who Provides Dipping Items: _____ Client _____

Rental ⁽¹⁾:	Estimated Cost
<input type="checkbox"/> Medium Chocolate Fountain with drip guard	Cost: _____
<input checked="" type="checkbox"/> Delivery & Pickup within Twin Cities Metro Area	Cost: <u>included</u>
<input type="checkbox"/> Shipping/Delivery outside Twin Cities Metro Area ⁽²⁾	Cost: <u>n/a</u>
<input type="checkbox"/> Setup and Tear down and Clean-Up	Cost: <u>n/a</u>
<input type="checkbox"/> Pounds of Premium Chocolate:	Cost: <u>n/a</u>
<input type="checkbox"/> Additional Pounds of Chocolate at \$3.00 per pound:	Cost: <u>n/a</u>
	State Sales Tax: <u>0</u>
	City Sales tax: <u>0</u>
	HC tax: <u>0</u>
	Total: _____

⁽¹⁾ Note: Plus sales tax will be applied if applicable.
⁽²⁾ Note: Seven County Minneapolis-St. Paul area.

Deposit: Reservations dates must be confirmed with a \$250 deposit.

Cancellation: The full amount of the service agreement fees must be paid in full by day of the scheduled event. If Client cancels, the deposit is non-refundable. All cancellations must be made in writing. CCH is not liable to perform services if CCH is prohibited beyond its control to do so.

Client Setup Responsibilities: Client must provide a sturdy, level appropriated decorated table that holds up to 150 pounds. CCH requires at least one 120 volt 15 amp electrical output within 10 feet of the desired setup area.

Terms:

- 1.0 This Agreement is binding, and no other conditions, either written or implied, are to be considered the Agreement. If necessary, a written addendum may be approved by both parties (CCH and Client), and must be referred to in this Agreement, and be attached hereto in order for said addendum to be binding. Client shall not assign this Agreement or it's interest in the Equipment without the prior written consent of CCH.
- 2.0 Client is financially liable for, and accepts full responsibility for the Equipment while in their possession. The CCH may require a Credit Card Account Number, valid and held by the Client, to be on file with CCH to assure payment in full is made for damage, destruction or loss of said Equipment. The Client will not deny a claim against their credit account made by the CCH under these conditions.
- 3.0 Client will assure that the Equipment is operated following the Operating Instructions supplied with the Equipment. The Equipment is not designed for, nor intended for use in any way other than as described in the Operating Instructions.
- 4.0 Client will assure that the Equipment is completely clean upon return, and will follow the Cleaning Instructions supplied with the Equipment. The Client understands that the electrical components of the Equipment **MUST NOT BE SUBMERSED IN WATER**, and that water cannot be left standing in the Equipment basin.
- 5.0 Client will return the unit, in the same condition as it was received, on or before the date specified in this Agreement. If the Equipment is not returned on time, Client agrees to pay a \$50.00 per day late charge to CCH. Client will handle all communication and/or complaints concerning delay in delivery, directly with the transporter, and any refunds due will go directly to Client.
- 6.0 Clients agrees to reimburse CCH for any state or local taxes, which might be levied upon the use or services provided to the Client under the terms of this Agreement.
- 7.0 If chocolate is not purchased under this Agreement, Client agrees to purchase and use only couverture chocolate (chocolate containing at least 33% cocoa fat). CCH is not responsible if the Chocolate Fountain(s) fail to function properly and the Client shall be liable in full for any damage to any used fountain(s).
- 8.0 Client agrees to assume full responsibility and liability for use of the Fountain(s) and its agreed prompt return to CCH. Client acknowledges that Fountain(s) are used at Client's sole risk and Client will hold harmless and indemnify CCH, and its owners, employees or contractors against any and all claims, actions, proceedings, costs, damages and liabilities including attorney fees arising from CCH's provision of services and equipment hereunder or from food consumption during Client's event.
- 9.0 This Service Agreement shall be governed by the laws of the State of Minnesota and shall be legally binding whether transmitted by mail, email or fax.

I have read and accept the terms of this Service Agreement, and will adhere to all stipulations herein, throughout the term agreed upon and stated in this Agreement.

Print Client Name

Signature of Client

Date

Authorized Representative of _____

(Business Name if applicable)