



AGREEMENT DATE:

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

CLIENT:

Client Name:
Address:
Phone:
Date of Event:
Type of Event
Location / Address of Event

Color Selections for Event:
Email:
Scheduled Start Time:
Number of Guests:
Name and Contact Info of Dipping Items Caterer:

SPECIFICATIONS:

- Included - Delivery to event within the Portland, OR. Metro Area
- Included - Set up and cleaning of the Chocolate Fountain
- Included - 3 hours running time of the Chocolate Fountain
- Included - Qualified operator
- Included - 21 Pounds of semi-sweet Chocolate
- Included - 6" skewers
- Optional - Additional Chocolate \$40.00 for 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 Company is \$459. The Company is holding a tentative reservation for Client's event for 5 days after the above "Agreement Date". To confirm this agreement, return one signed and completed copy of this contract with a non-refundable deposit in the amount of \$200. Agreement received after 5 days from the contract date are subject to availability. The balance is due no later than fourteen days before the day of the event by cash, check or money order. All checks should be made payable to Portland Chocolate Fountains LLC. There will be a \$25.00 fee charged for all returned checks.

CANCELLATION: This agreement can not be cancelled, except in writing, by the Client or The Company. If cancellation is initiated by the Client, the deposit will be forfeited. The liability of Company to perform said services is subject to proven detention by sickness, accidents or any other actions not under its control.

PROVISIONS: The Company will require access to the desired set up area at least 1 hour prior to the scheduled start time and 30 minutes 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 of their choice. The company requires at least one 120 volt 15 amp circuit within 15 feet of the desired set up area that complies with applicable codes. 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. **Fountains must be set away from doorways and A/C.**

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 The Company. The Company shall not be liable for any injury, loss or damage directly or consequentially arising out of the use or inability to use the Chocolate Fountain, whether used singularly or in conjunction with any other equipment. Client agrees to indemnify and hold harmless The Company, its agents and assigns from any and 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:
Portland Chocolate Fountains, LLC, 17429 SW 135th Place, Tigard, Oregon 97224 or fax to: (503)639-2134**

CLIENT SIGNATURE _____ DATE _____