

DIPPITY DOODADS CHOCOLATE FOUNTAIN RENTAL AGREEMENT

We look forward to creating part of the fun and excitement at your upcoming special event with the Chocolate Fountain. The following terms and conditions pertain to your rental of the Chocolate Fountain:

OUR COMMITMENT: Every Chocolate Fountain Rental includes the following services:

1. Set up of the Chocolate Fountain in the desired location at your event. (**See page 2)
2. Use of the Chocolate Fountain at your special event for two (2) or three (3) hours. Additional time can be arranged and will be billed at the rate of Thirty (\$30) per hour.
3. An experienced attendant will accompany the Chocolate Fountain and oversee its use during the event. The attendant will be essential to helping your guests enjoy the use of the Chocolate Fountain and provide a sanitary and clean environment.
4. Your Chocolate Fountain Rental includes up to 6/10/20/30 pounds of Sephra Premium Fondue Chocolate, Nacho Cheese or Caramel depending on the package you choose. If additional chocolate is required it will be billed at Six dollars & fifty cents (\$6.50) per additional pound used. Empty Chocolate bags will be kept for your review.
5. We will be responsible for disassembly of the Chocolate Fountain and its clean up. Please make arrangements to clean up any remaining food items, which may be left over from the event.
6. The rental fee includes one hour round trip travel to and from your event, from the Portland/Vancouver metro area. If additional travel time is required a travel charge may be applied and will be set forth below as part of the overall Chocolate Fountain Rental Fee.

RETAINER FEE: In order to secure the availability of the Chocolate Fountain for your event, we require a retainer fee of One Hundred Fifty Dollars (\$150) and the execution of this Chocolate Fountain Rental Agreement. If for any reason you should find it necessary to cancel the Chocolate Fountain Rental for the agreed upon date and time, then you shall forfeit the Retainer Fee. If, however, you schedule another event at which you desire to rent the Chocolate Fountain within six (6) months of your cancellation, then seventy-five dollars (\$75) will be applied to your rental fee.

PAYMENT TERMS: You agree to pay in full the amount of the Chocolate Fountain Rental Fee and any other additional costs agreed upon between us at least two weeks prior to the date of your scheduled event. The Total Rental Fee as agreed upon is set forth on page 4 of this agreement and is incorporated as part of this Chocolate Fountain Rental Agreement. If we do not receive payment as described above, then this contract shall be null and void and we shall be entitled to retain the Retainer Fee as liquidated damages, except as specified above.

PROVISION FOR PHYSICAL FACILITIES: In order to ensure a successful event it is necessary that the Chocolate Fountain be set up properly. We therefore require access to the desired set-up area approx. 60 minutes prior to the beginning of the event. We also require 30 minutes, after the conclusion of the agreed upon rental time period, in order to disassemble and clean up the Chocolate Fountain. This time required for set up and take down of the Chocolate Fountain does NOT count toward the scheduled flowing time of the Chocolate Fountain.

You agree to provide at the desired set up area the following:

1. Sturdy and level table capable of supporting one hundred fifty (150) pounds. Once the Chocolate Fountain has been set up at the specified location it **cannot** be moved during the event.
2. Table linens, napkins & plates that will complement the color scheme for your special event.
3. Operation of the chocolate Fountain requires at least one --120 volt circuit that supplies at least 15 amps, according to normal safety standards, within 20 feet of the set up area.

You accept full responsibility and liability for any and all damages, injuries or delays that occur as a result of failure to comply with these provisions. We reserve the rights to use any photos taken of the use of the Chocolate Fountain during the event and may use them in any advertising media we may wish to utilize in the future.

HOLD HARMLESS AND LIABILITY: This Chocolate Fountain rental Agreement and the contents hereof represent the only warranties, express or implied, between the parties, including any implied warranty of merchantability or fitness for the particular purpose and for any other obligation or liability on the part of Dippity DooDads. Dippity DooDads 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. You, the customer, will indemnify Dippity DooDads against, and hold Dippity DooDads harmless from all claims, actions, proceedings, costs, damages and liabilities, including attorney fees and court costs or mediation fees, arising out of, connected with, or resulting from the use of the Chocolate Fountain. The maximum damage claim you may assert against Dippity DooDads is the amount of the agreed upon Chocolate Fountain Rental Fee exclusive of chocolate and food expenses. The Parties to this Chocolate Fountain Rental Agreement agree that any and all disputes which may arise shall be settled by binding arbitration to be held in the county of Clark and in the state of Washington.

This Chocolate Fountain Rental Agreement is entered into as of the day and year set forth below.

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____

Company Representative Signature: _____ Date: _____

**Please Note: There will be leftover chocolate. Please provide 2-3 LARGE "Tupperware" type containers (2-3 quart size each) for us. We will ladle leftover chocolate into them and you may reuse the chocolate (microwave on half power to re-dip or just break into truffle bites).*

*** (From page 1, paragraph 1) The chocolate fountain does not perform well out of doors. Wind will blow the chocolate and we cannot guarantee a successful event. If your event is being held out of doors, we suggest you provide a TENT, with at least 3 ENCLOSED sides to protect the fountain from the wind.*

Please tell us where you heard about Dippity DooDads. _____

DIPPITY DOODADS
CHOCOLATE FOUNTAIN RENTAL AGREEMENT

CLIENT INFORMATION:

Client Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Fax: _____
Cell Phone: _____ Email: _____

EVENT INFORMATION:

Date of Event: _____ Scheduled Start Time: _____ End Time: _____
Type of Event: _____ Number of Guests: _____

LOCATION INFORMATION:

Name of Location: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Phone _____

TRAVEL TIME:

One hour round trip travel time, from the Portland/Vancouver Metro area is included. Additional travel time will be billed at the rate of \$15 per half hour.

Estimated Additional Travel Time \$ _____

FOUNTAIN RENTAL INFORMATION:

Nacho Cheese (which includes tortilla chips) or Caramel fondue are available in the small fountain only. Price & hours remain the same. INSERT SELECTION.

Client agrees to rent from Dippity DooDads the following:

_____ Mini 18" Fountain (Rental Fee - \$185)	\$ _____
6 lbs. chocolate, 2 hours chocolate service for 25-50	
_____ Small 27" Fountain (Rental Fee - \$295)	\$ _____
10 lbs. chocolate, 2 hours chocolate service for 75-100	
_____ Medium 34" Fountain (Rental Fee - \$395)	\$ _____
20 lbs. chocolate, 3 hours chocolate service for 150-200	
_____ Large 44" Fountain (Rental Fee - \$495)	\$ _____
30 lbs. chocolate, 3 hours chocolate service for 200-300	

