

---

**PROFESSIONAL SERVICES AGREEMENT  
FOR CHOCOLATE FOUNTAINS RENTAL SERVICE  
BY AND BETWEEN**

**CHOCOLATE FOUNTAINS**

**AND**

(1)

\_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State & Zip Code:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Business Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_ **Scheduled Start Time:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_ **Number of Guests:** \_\_\_\_\_

**Location of Event:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State & Zip Code:** \_\_\_\_\_

**County:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Name of Caterer:** \_\_\_\_\_ **Number of Fountains:** \_\_\_\_\_

**Caterer's Phone:** \_\_\_\_\_

**SCOPE OF WORK**

The purpose of this Professional Services Agreement is to define the scope of work that will be provided to the CLIENT by the CONTRACTOR. Listed below are all items and services that will be provided by the CONTRACTOR for the agreed rental price.

**INCLUDED ITEMS**

- Delivery of Chocolate Fountain(s) to Event on Specified Date Prior to Start Time
- Fountain(s) Setup, Tear Down and Cleaning
- Personal Attendant to Provide Service During the Event
- Chocolate
- Skewer Sticks
- Toothpicks
- Marble Base for Fountain

**PERIOD OF PERFORMANCE**

Subject to other contract provisions, if applicable, the period of service under this Professional Services Agreement will be for the specified date and time of the event listed above ONLY. The CONTRACTOR will arrive in advance of the scheduled start time of the event, on the date of the event, and have the fountain prepared, setup and ready for service by the start of the event.

---

**EQUIPMENT PROVIDED**

The CONTRACTOR will provide the required number of chocolate fountains as listed above, for the scheduled event. The medium fountain size is 29" tall by 16" wide. The complete rental price for the medium chocolate fountain package is \$395.00 for up to four (4) hours of service. It is the responsibility of the CLIENT to provide appropriate tables, decorations and a power source for the operation of the chocolate fountain.

**ADDITIONAL PRICING AND FEES**

Listed below are additional pricing and fees for services provided by the CONTRACTOR.

- Additional Hourly Service in Excess of Four (4) Hours – ADD \$45.00 / HR for Each Add'l. Hour
- Delivery Fee – CLIENT will be informed ahead of time if this fee is applicable

**PAYMENT**

The CONTRACTOR accepts payment by means of CASH, CHECK or PAYPAL (on-line payment service). All checks should be made payable to Chocolate Fountains. A tentative reservation may be held for the CLIENT for up to five (5) calendar days. The CLIENT must provide a deposit of \$200.00 in order to keep and confirm the tentative reservation. If the CLIENT within the five (5) calendar day timeframe has not provided the required deposit to the CONTRACTOR, the CLIENT'S tentative reservation cannot be guaranteed. The CLIENT'S deposit will be put toward the full rental price of the fountain package. The CLIENT must pay the remaining balance in full at least two (2) weeks (14 calendar days) prior to the date of the scheduled event.

**CANCELLATION**

In the event that a cancellation of requested services occurs, the CLIENT will be refunded all monies paid to the CONTRACTOR in excess of the required \$200.00 deposit fee. All required deposit fees are non-refundable.

**CLIENT RESPONSIBILITIES**

The CONTRACTOR will require access to the desired event area at least one (1) hour prior to the scheduled start time for the event and at least thirty (30) minutes upon conclusion of service to allow for tear down and cleaning of the fountain. The CLIENT is responsible for providing a sturdy, level, table capable of supporting the chocolate fountain and additional food items and decorations. The CLIENT is also responsible for providing table linen that coordinates with the color scheme of the event. The CONTRACTOR requires at least one (1) 120-volt circuit within ten (10) feet of the desired setup area that adheres to federal, state and local safety standards and supplies to the CONTRACTOR at least 15 amperes (amps). The 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**

The CONTRACTOR 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. The CLIENT will indemnify the CONTRACTOR against, and hold the CONTRACTOR 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.

**APPROVAL**

This Professional Services Agreement shall be subject to the written approval of the CONTRACTOR'S authorized representative and shall not be binding until so approved. The Professional Services Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

THIS PROFESSIONAL SERVICES AGREEMENT, consisting of these 2 pages and 0 attachments, is executed by the persons signing below who warrant that they have the authority to execute this Professional Services Agreement.

\_\_\_\_\_  
Print Name – Chocolate Fountains Representative

\_\_\_\_\_<sup>(2)</sup>  
Print Name - Client

\_\_\_\_\_  
Signature – Chocolate Fountains Representative

\_\_\_\_\_  
Signature - Client

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

---

**ADDITIONAL INFORMATION**

(THIS PAGE IS NOT PART OF THE PROFESSIONAL SERVICES AGREEMENT)

1. PLEASE PRINT TWO (2) COPIES OF THIS AGREEMENT, FILL OUT FORM, SIGN AND DATE DOCUMENT.
2. MAIL ONLY THE FIRST TWO (2) PAGES OF BOTH COPIES TO THE ADDRESS LISTED BELOW:  
CHOCOLATE FOUNTAINS  
16215 RUFFIAN DRIVE  
FRIENDSWOOD, TEXAS 77546
3. CHOCOLATE FOUNTAINS WILL SIGN BOTH COPIES AND RETURN ONE (1) ORIGINAL COPY TO THE CLIENT BY MAIL.