

# Equipment Rental Agreement

This Equipment Rental Agreement (Agreement) is made this \_\_ day of \_\_\_\_\_, 20\_\_, between Chocolate Legacy, LLC, a Kansas Limited Liability Company located at 9940 Westgate Court, Lenexa, Kansas 66215 (“Chocolate Legacy”) and \_\_\_\_\_, a \_\_\_\_\_, located at \_\_\_\_\_

\_\_\_\_\_ (“Customer”).

**1. Rental Equipment**

Chocolate Legacy will lease the following equipment (Equipment) to Customer:

A fountain (Fountain) of flowing fondue. The Fountain is stainless steel fountain and has a motorized corkscrew blade. (\$450.00)

\_\_\_\_\_  
\_\_\_\_\_

**2. Term of Possession**

Chocolate Legacy will deliver the Equipment to Customer on \_\_\_\_\_, 20\_\_, and Customer will return the Equipment to Chocolate Legacy on or before \_\_\_\_\_, 20\_\_ (Return Date).

**3. Rental Rate and Late Fee**

Customer will pay to Chocolate Legacy a rental rate of \_\_\_\_\_ dollars (\$\_\_\_\_.00) (Rental Rate) for the Equipment for the Term of Possession stated in this Agreement. The Rental Rate is due on or before delivery of the Rental Equipment to Customer.

A fee of \_\_\_\_\_ dollars (\$\_\_\_\_.00) per day (Late Fee) will be immediately payable by the Customer to Chocolate Legacy for every day the Equipment is not returned to Chocolate Legacy on the Return Date. A partial day will be calculated as a full day in determining the amount of a Late Fee. A Late Fee may, at the discretion of Chocolate Legacy, be collected from Customer’s Deposit provided under this Agreement.

In the event that the Rental Rate and/or Late Fee is not paid by Customer when due, the unpaid balance shall accrue interest at a rate of 1 ½% per month and will be prorated for partial months.

**4. Deposit and Condition of Equipment**

In conjunction with the Customer and Chocolate Legacy entering into this Agreement, Customer is here by depositing with Chocolate Legacy the sum of \_\_\_\_\_ dollars (\$\_\_\_\_.00) as a deposit (Deposit) which will be promptly returned to Customer provided that the Equipment is returned to Chocolate Legacy on or before the Due Date in the same condition as the Equipment was sent by Chocolate Legacy to Customer.

In the event that the equipment is not returned to Chocolate Legacy in the same condition as it was sent to Customer, all or a portion of the Deposit will be applied by Chocolate Legacy in repairing the Equipment to the condition in which it was sent to the Customer. The remaining Deposit, if any, less any Late Fee will be promptly returned to the Customer.

In lieu of cash, the Deposit may be made in the form of a credit card (by a credit card company accepted by Chocolate Legacy) and the charge to the credit card will only be applied if 1) there is a Late Fee and/or, 2) the Equipment is not returned to Chocolate Legacy in the same condition as it was sent to Customer, including but not limited to, loss of the Equipment due to theft.

**5. Means of Delivery and Shipping Insurance**

The Equipment will be delivered by Chocolate Legacy to Customer by the following means of transportation:

\_\_\_\_\_.

Customer will return the Equipment to Chocolate Legacy by the following means of transportation:

\_\_\_\_\_. Prior to return transport, Customer will clean and securely pack the Equipment (including all part, such as the Allen wrench) in accordance with packing instructions delivered with the Equipment.

Customer will be responsible for payment of freight charges for delivery of the Equipment from Chocolate Legacy and freight charges for returning the Equipment to Chocolate Legacy.

Customer agrees that during the course of transporting the Equipment to return the Equipment to Chocolate Legacy, Customer will insure the Equipment against loss, damage, and destruction in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_.00)

**6. Operating Instructions and Cleaning**

Chocolate Legacy will provide Customer with operating and cleaning instructions. Customer will strictly follow such instructions in all operation of the Equipment and cleaning prior to return shipment.

**7. Sale of Chocolate (including indemnification for claims arising from injuries)**

Chocolate Legacy will deliver with the Equipment \_\_\_\_\_ (\_\_\_\_) pounds of chocolate. The price of the chocolate is \$\_\_\_\_\_.

**8. Claims**

Customer will indemnify Chocolate Legacy, and officers, directors, and employees of Chocolate Legacy for claims arising from operation of the Equipment and food consumption during Customer's Term of Possession.

**9. Choice of Law, Jurisdiction, Venue**

Customer and Chocolate Legacy agree that any dispute arising under this Agreement will be governed by the laws of the state of Kansas except the provisions of Kansas Law relating to Choice of Law. Further, this contract is deemed to have been made in Johnson County, Kansas and judicial jurisdiction and venue is in the state and federal courts located in Johnson County, Kansas.

**10. Non-Waiver**

The failure of Customer or Chocolate Legacy to enforce any right under this Agreement will not be deemed a waiver of such right.

**11. Time is of the Essence**

Time is of the essence in this Agreement.

**Customer**

**Chocolate Legacy, LLC**

\_\_\_\_\_

**Signature**

By \_\_\_\_\_

**Kristi Nimmo  
President & CCO**

\_\_\_\_\_