

# Service Agreement for *Chocolate Legacy*

This Service 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. Scope of Service

Chocolate Legacy will perform the following services (Services) for Customer at Customer's event (Event):

- ? Provide a fountain (Fountain) of flowing fondue. The Fountain is stainless steel fountain and has a motorized corkscrew blade. (\$450.00)
- ? Number of guests Customer has estimated will attend the Event: \_\_\_\_\_
- ? Amount of Chocolate provided not to exceed: \_\_\_\_\_ pounds
- ? Setup, operation, and removal of the Fountain
- ? Number of Chocolate Legacy representatives to be at the Event operating the Fountain: \_\_\_ server for \_\_\_ hours
- ? \_\_\_\_\_
- ? \_\_\_\_\_

## 2. Event Location

The Event will be held at: \_\_\_\_\_.

## 3. Event Date

Chocolate Legacy will perform the Services for Customer on \_\_\_\_\_, 20\_\_ from \_\_: \_\_.m. until \_\_: \_\_.m. (Event Time). The Customer may also request an additional hour of service time the evening of the event for an additional per hour service fee of \$15.00.

## 4. Fee

- ? Customer will pay to Chocolate Legacy a fee of four hundred fifty dollars (\$450.00) (Fee) for the Services, a fee of fifty dollars (\$50.00) for the purchase of chocolate and a fee of seventy-five dollars (\$75.00) for the Chocolate Legacy staff labor. The Fees is due and payable as follows:
- ? 50% of amount (Three hundred nine dollars and fourteen cents- \$309.14) will be due upon completion of the service agreement.
- ? The remainder of the full amount is due one week prior (by \_\_\_\_\_) to performance of services \_\_\_\_\_ . This amount will include any add-on services or dipping items added to the scope of service, but will be a minimum of Three hundred nine dollars and thirteen cents (\$309.13).
- ? State of Kansas, Johnson County Taxes will be added to Service and chocolate fees.
- ? Total amount due, including taxes, is six hundred eighteen dollars and twenty-seven cents. (\$618.27).

## 5. Cancellation

If the Customer notifies Chocolate Legacy that Customer is canceling the Services at two months before the commencement of the Event Time, no Fee will be due. If Customer provides notice of cancellation to Chocolate Legacy less than two months before the commencement of the Event Time, Customer will immediately owe a cancellation fee 50% of the total event fee (Cancellation Fee), which has already been pre-paid. If Customer fails to provide notice of cancellation to Chocolate Legacy, Customer will immediately owe the entire Fee.

## 6. Late Payments

In the event that the Fee or Cancellation Fee is not paid by Customer when due as provided in this Agreement, the unpaid balance shall accrue interest at a rate of 1 1/2% per month and will be prorated for partial months.

## 7. 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.

## 8. 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.

Customer

\_\_\_\_\_

Signature

\_\_\_\_\_

Chocolate Legacy, LLC

By \_\_\_\_\_

Kristi Nimmo

President

*Chocolate Legacy... Leave a lasting memory*

Return fax to 913.322.3629