

# - Rental Agreement -

1. **Equipment, Rent & Terms of Rental Agreement:** The undersigned, as lessee, hires from Wickedly Good Chocolate Fountains (ABN: 17 902 067 649) as lessor, Chocolate Fountain Machine(s).
2. **Delivery:** To the street address specified by lessee (customer). Lessee grants lessor right to enter their property at the said address ("Delivery Address") for the delivery, operation and removal of the Chocolate Fountain Machine(s) at the specified time.
3. **General Rules to Follow During The Use of The Chocolate Fountain Machine(s):**  
Only use Chocolate provided by Wickedly Good Chocolate Fountains.
4. **Special Instructions:** The Chocolate Fountain Machine(s) equipment is reliable. If there are any problems immediately phone Adrian on 0408 388 621 or Marty on 0408 388 720.
5. **Warranty:** Lessor warrants that the Chocolate Fountain Machine(s) leased under the Rental Agreement will be in good working order on the effective date of the Rental agreement. The Chocolate Fountain Machine(s) is supplied and maintained subject to this warranty. Lessor's obligation under this Rental Agreement is limited to repair or replacement of the Chocolate Fountain Machine(s) when lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied and off any and all obligations and all liabilities on the part of the lessor for damages, including, but not limited to, consequential damages, arising out of or in connection with the use or performance of the Chocolate Fountain Machine(s).
6. **Entire Agreement:** The Rental Agreement constitutes the full agreement between the Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the Chocolate Fountain Machine(s) that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by lessee.
7. **Termination by Lessee:** The Lessor may not withstanding the specified period of hire and not withstanding any waiver of some previous default forthwith terminate this agreement and repossess the Chocolate Fountain Machine(s) in any of the following events:
  - a) If the lessee shall fail to pay hiring charges upon delivery.
  - b) If the lessee shall do or permit any act or thing whereby the Lessor's rights in the Chocolate Fountain Machine(s) may be prejudiced.
  - c) If the Lessee commits any breach of this Rental Agreement

For the purpose of repossessing the Chocolate Fountain Machine(s), the lessor may enter into any premises where the Machine(s) may be without prejudice to the rights of the Lessor to recover from the Lessee any monies due here under or any damages for breach hereof and the Lessee indemnifies the Lessor of any claims, damages or expenses arising out of any action taken under this clause.

**Lessee:**

By signing the Agreement I accept the terms of this **Rental Agreement**.

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Booking NO:** \_\_\_\_\_ **Function Date:** \_\_\_\_\_