



C&C's Ice Cream Truck
75 Fruit Street
Norfolk, MA 02056

CnCicecreamtruck@gmail.com

(508)-265-7846

CUSTOMER INFORMATION:

Name:

Address of Event including town

Telephone number:

Date of Event:

Time you wish truck to arrive at event (we suggest after the party starts as we pull up and serve and guests can miss us if we are too early)

How many guests attending

Is there anything you need us to know

WE OFFER THE FOLLOWING ICE CREAM PACKAGES

\$149 Party package: Includes up to a 30 minute visit, we play happy birthday, name of guest of honor on side of the truck, guest of honor comes inside the truck for photos and we serve you 20 servings of ice cream. Additional servings can be added at the cost of ice cream listed on the truck. If you wish for us to sit at your event past 30 minutes for a specific amount of time we have a sitting fee of **\$50** per 30 minutes.

If you need a minimum of **100 servings** it is a flat rate of \$4 per ice cream, minimum of **100** servings, and a final head count due 7 days prior. You can go over but not under the final head count. We also add in additional time as needed to serve your guests at no additional charge based on the number of people. No fee for the truck to come for the first hour.

. Please note that we try to be as accommodating as possible but we cannot guarantee rain dates. We do have the ice cream trailer or push cart that can be substituted on rain dates to accommodate your event. We will travel within a **10 mile** radius of our base (Norfolk Ma). Anything further away is subject

to a small travelers fee based on mileage. There is also a \$25 fee for any bounced check.

ALL ICE CREAM TRUCK CELEBRATIONS INCLUDE THE FOLLOWING:

The Guest of Honor is allowed to come into the truck for a Great Photo opportunity! An old fashioned ice cream hat for your guests to sign and commemorate the fun day. You can take a group photo of all of your happy guests enjoying their treats with the Ice Cream truck! We play happy birthday for you and your guests, the guests of honor gets their name on the truck or if it is a wedding we allow a slot for photos of the bride and groom and photos for any other kind of event....And of course, amazing ice cream and dessert treats and so much more!

TERMS AND CONDITIONS: PRICING AND PAYMENTS:

1. Payment options are cash, credit card, check (endorsed to C&C's Ice Cream Truck, but envelope addressed to Teresa Fernald) payment is due day of event
2. A **fifty dollar (\$50.00)** deposit is required to secure the date of your event with us, the \$50 is taken off the total cost. We require the deposit within 48 hours of booking or we cannot guarantee your time. Estimates are good for 14 day. After 14 days without deposit there may be a price adjustment based on distribution. Your deposit locks in your pricing. Final and full payment is due at the event. If billing does occur payment is due within 30 days, after 30 days a \$25 late fee will be assessed monthly until final payment is received

POSTPONEMENTS/ CANCELLATIONS/MODIFICATIONS

1. C&C's Ice Cream Truck operates **rain or shine** (with the exception of a declared weather emergency). Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control, pandemics, illness and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party immediately after the beginning of any such cause that would affect its performance. Should you choose to postpone due to weather, you may re-book the event for a **mutually** agreed upon date within thirty (30) days of the original event or another date mutually agreed upon.
2. Should C&C's Ice Cream have to cancel for any other reason (product shipping delays, truck issues, illness) your deposit will be refunded immediately. C&C's Ice cream is not liable for damages resulting from cancellation.
3. **Your deposit is non-refundable should you cancel your event less than seven (7) days prior to the event.**
4. Any other changes to the contract shall be made no less than seven days prior to the event, unless otherwise mutually agreed upon.
5. Neither party shall have the right to assign or subcontract any of its obligations or duties under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
6. This agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without reference to any conflicts of law provisions.
7. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.
8. The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.
9. Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. The truck is not an off road vehicle and we retain the right to refuse to park in any area we deem unsafe.
10. C&C's Ice Cream Truck agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other party to this agreement from any and all claims of any kind or nature for damage to property or personal injury, made by anyone, that may arise from activities performed or facilitated by this contract, whether these activities are performed by that company, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents.
11. All claims and disputes arising under or relating to this

Agreement are to be settled by binding arbitration with Massachusetts Dispute Resolution Services or another mutually agreed upon arbitration service. In the event that a party fails to pay any award, the award may be converted to judgment in a Court of competent jurisdiction. 12. This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

We have read the foregoing contract and acknowledge that it is a legal and binding agreement.

C&C Ice Cream Truck, by its owner Teresa Fernald, Signature: ___Teresa

Fernald_____

And;

Customer Signature:_____

Customer Print Name:_____

Date:_____

C&C Ice cream wishes we didn't have to do so much paperwork, deposits and contracts but sadly certain past events have forced us to. Please know that we pride ourselves in service and giving kids and big kids the most amazing event ever. If we can answer any questions or if you have concerns please let us know. We are here for you

