

2530 Knoblock St

Houston, TX 77023

www.IceExpress.com



713 941 7733

Fax 713-649-3484

## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into (date) \_\_\_\_\_, by and between **ICE EXPRESS**, conducting business located at 2530 Knoblock St., Houston, Texas 77023 and \_\_\_\_\_ referred to as the “Consumer”, “Customer” or “you” are residing or conducting business located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

FOR AND IN CONSIDERATION OF mutual promises and benefits of the parties, they do hereby agree to the following:

### DESCRIPTION OF SERVICES.

**ICE EXPRESS** agrees to sell bags of ice, finely crushed and blown from a machine to produce what is herein called “snow.” The snow created by **ICE EXPRESS** is manmade and consumer understands that it is not “snow (sno) n. vapor that forms crystals in cold air and falls to earth in white flakes.

**ICE EXPRESS** will review snow area on Google Maps and may ask for photos of the area to determine safety of the area, amount of snow needed, and that equipment is accessible to the location. Site visits will be scheduled by appointment only if deemed necessary. Due to the size and weight of equipment, **ICE EXPRESS** will not drive any equipment on unpaved or unstable surfaces. If either party is unable to comply with any of the details or instructions discussed and agreed upon, that party must notify the other immediately to look at possible options agreed to by both parties.

**PRODUCT DISCLAIMER:** *Area, weather and temperature can affect quality of the snow.*

**HOLD HARMLESS AND INDEMNITY.** To the extent permitted by state law as the “Consumer” you are responsible for paying the full amount agreed upon in this Service Agreement. You agree to assume full responsibility for all bags of ice delivered to your event. To the extent allowed by law you hereby agree to release **ICE EXPRESS**, it’s agents, servants, and employees from any liability to anyone who may be injured or damaged in any way as a direct or indirect result of contact with the product delivered by **ICE EXPRESS** during and after your event. To the extent allowed by law you also agree to defend and hold **ICE EXPRESS**, it’s agents, servants, and employees harmless from any claim(s) made during or after your event either directly or indirectly as a result of the use of the **ICE EXPRESS** products(s), except claims resulting from the negligence or willful misconduct of **ICE EXPRESS**.

**ENTIRE AGREEMENT.** This Service Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Service Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced to the fullest extent of the law.

**AMENDMENT.** This Service Agreement may be modified or amended in writing only if agreed upon and signed by both parties.

**GOVERNING LAW.** If any conflict shall arise between the parties, the law shall be interpreted according to the laws of the state of Texas.

In any action between the parties, the prevailing party shall be entitled to attorneys' fees and costs.

You have the right to refuse your order and receive a refund of your deposit if the representative of **ICE EXPRESS** arrives to your event late, however, **if you accept the order even after the representative of ICE EXPRESS arrives late, you will be responsible for the full balance due upon arrival.** You also have the right to count the bags of ice before snow blowing. You have the right to direct the blowing (*within reason and safety*) and you have the right to Alternative Dispute Resolution held by the Better Business Bureau of Greater Houston.

**INFORMATION REGARDING YOUR EVENT:**

Date: \_\_\_\_\_ Event start time: \_\_\_\_\_ Event End time: \_\_\_\_\_  
 (Enter the time you want the snow blown completed. Typically, 15 minutes prior to the start time of your event)

Snow Blown Completion time: \_\_\_\_\_

Name: \_\_\_\_\_

Location address of event: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Name 1: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Contact Name 2: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

**Special Instructions:**

Check One	Snow Amount	Size Dimensions	Cost		Check One	Slides
<input type="checkbox"/>	4,000 Pounds	15' x 15'	\$ 1,000.00	*Limited Delivery Areas	<input type="checkbox"/>	Small 1 Lane 6ft
<input type="checkbox"/>	10,000 Pounds	25' x 25'	\$ 1,900.00		<input type="checkbox"/>	Small 2 Lanes 6ft
<input type="checkbox"/>	15,000 Pounds	30' x 30'	\$ 2,500.00		<input type="checkbox"/>	Large 1 Lane 8ft
<input type="checkbox"/>	20,000 Pounds	35' x 35'	\$ 3,100.00	*\$500.00 Delivery Charge	<input type="checkbox"/>	Large 2 Lanes 8ft
<input type="checkbox"/>	30,000 Pounds	45' x 40'	\$ 4,600.00		<input type="checkbox"/>	Hay Bales
<input type="checkbox"/>	40,000 Pounds	60' x 60'	\$ 6,000.00	*\$500.00 Delivery Charge	<input type="checkbox"/>	Custom Snow Slide
<input type="checkbox"/>	_____ Pounds		<b>Any Snow Amount You want Speak to an Ice Express Representative for more details</b>			

*(If you choose to count the bags in the truck, you may do so prior to snow blowing). Thickness of Snow is approximately 6-12 inches.*

**Total payment for services (Include 8.25% tax unless exempt):** \$ \_\_\_\_\_

**Amount of deposit required:** \$ \_\_\_\_\_

**Balance due prior to event date** \$ \_\_\_\_\_

Our slides are constructed from quality metal and vary in height from 6 feet to 13 feet.  
 Ice Express is ALWAYS CONCERNED with SAFETY of our customers and Ice Express employees, if you notice a problem tell us.

- 1) SAFETY is Ice Express' first goal. If a problem is noticed that we have not foreseen, PLEASE adjust to the circumstances or discontinue use of slide.
- 2) For logistical reasons we might ask you to set your slide up several days before your event and it may take a couple of days to pick up your slide. We will try our very best to meet every request.
- 3) DO NOT face the slide toward a hazardous situation such as drop offs, trees, streets or oncoming traffic without adequate safety barriers in place (fencing, hay bales, etc.)
- 4) CUSTOMER MUST PROVIDE a minimum of 4 competent people to operate snow slide:
  - a) (1) ONE PERSON ALWAYS at the top of the slide to assist slider with a disc or tube and to guide slider down the slide.
  - b) TWO PEOPLE at the bottom of slide to catch slider.
  - c) ONCE PERSON to return discs or tubes to top of slide.
    - (a) (ROTATE JOBS THRU EVENT)
- 5) CUSTOMER MUST determine age and size of slider to be safe to slide. Smaller children can slide with a safety conscious adult.
- 6) ALL SLIDERS MUST WEAR SHOES. 1 Sled = 1 Rider at the time.
- 7) ALL SLIDERS MUST slide down straight and with both hands on sliding device.
- 8) AT THE END OF EVENT SLIDE MUST BE LOCKED UP WITH A CHAIN GUARD.

YOU AGREE to hold Ice Express, it's agents, servants and employees harmless from any claim(s) made during your event either directly or indirectly as a result of the use of Ice Express product(s), except claims resulting in the negligence or willful misconduct of Ice Express.

## Customer or Representative

Date \_\_\_\_\_ Signature \_\_\_\_\_

**PAYMENT FOR SERVICES.** *ICE EXPRESS* is very time conscious and we want your snow to be at your event on time, however we will **not** be responsible for “time and unforeseen occurrences” such as: (i) traffic delays, (ii) construction detours, (iii) weather conditions, (iv) equipment malfunctions, or (v) any “unforeseen occurrence” that may from time to time create or cause late arrivals. In the event *ICE EXPRESS* arrives to your event late, **you have the right to cancel the entire order and your deposit will be refunded and mailed to you.** However, should *ICE EXPRESS* arrive late to your event and you **still agree to accept the order, you will be responsible for paying the agreed upon price for all bags of ice used to blow snow at your event.**

- **Full Payment:** Full payment is due on your event date and prior to any and all snow blowing. (*See the attached Payment Schedule*). All prices are subject to sales tax. If you are a tax-exempt entity, you must provide a completed and signed Sales Tax exemption certificate when placing the order.
- **Cancellations:** Except as otherwise noted below, an advanced written cancellation notice must be received two weeks prior to your event, or you will lose your deposit. In addition, you may be charged for any equipment or construction provided prior to cancellation. In the event of circumstances beyond the control of the Customer, including but not limited to adverse weather conditions, epidemic, pandemic, or acts of any governmental entity, Ice Express will refund all payment(s) previously received less deposit. Customer shall not be liable for any expenses or damages, and this contract shall be null and void.
- **Rescheduling:** There are no guarantees when you reschedule your event due to bad weather or previously scheduled events. The date and time will be subject to availability.
- **Completion and Start Time:** The completion time on your order **must** be correct at the time of signing this agreement and may not be changed. *ICE*

**EXPRESS cannot** delay the start or completion time since it could possibly make the snow team late to other previously scheduled events for that day. There may be an additional charge of \$10.00 included to the balance due if you make changes to your order after the service agreement has been processed, requiring it to be reprocessed.

- **Equipment Failure:** Should equipment failure occur during your event; you will only be charged for the bags of ice used at your event and a refund will be issued to you for any un-used bags of ice as soon as possible.

By signing below, you acknowledge that you have read and understand the provisions made in this Service Agreement.

\_\_\_\_\_  
**PRINTED NAME OF AUTHORIZED REPRESENTATIVE  
OF "CONSUMER"**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE  
OF "CONSUMER"**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINTED NAME OF AUTHORIZED REPRESENTATIVE  
OF ICE EXPRESS**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE  
OF ICE EXPRESS**

\_\_\_\_\_  
**DATE**

#### **PAYMENT SCHEDULE**

Name: \_\_\_\_\_ Date of Event: \_\_\_\_\_

The balance of \$\_\_\_\_\_ is due prior to the contracted event date and before **ICE EXPRESS'** arrival to your event. The acceptable methods of payment are **Cash, Check or Credit Card.**

**Mark one option please:**

ACH    PO    Pickup Company Check    Cash    Credit Card Online Payment (3%)