

8257 Gulf Freeway
Houston, TX 77017



713-941-7733
1-800-952-5015
Fax 713-649-3484
www.iceexpress.com

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into this ___ day of _____, 200__, by and between **ICE EXPRESS**, _____, (Authorized Representative), conducting business located at 8257 Gulf Freeway, Houston, Texas 77017 and _____, hereinafter referred to as the (“Consumer”) 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 40 pound bags of ice, finely crushed and blown from a machine to produce what is called, “snow.” The snow defined in the Webster’s Dictionary is “*Snow (sno) n. vapor that forms crystals in cold air and falls to earth in white flakes,*” it is not the same snow created by **ICE EXPRESS**. The snow created by **ICE EXPRESS** is manmade.

ICE EXPRESS offers a free Site Survey; we will meet you at the desired location you plan to hold your event. You are required to provide pertinent details relating to your event at that time and you must also tell our representative(s) in full detail, exactly when, where and how many bags of ice you would like used or how much “snow” you would like blown at your event at that time.

PRODUCT DISCLAIMER. Area, weather and temperature can affect quality.

INFORMATION REGARDING YOUR EVENT:

Date: _____ Event time: _____ Snow Completion time: _____

Name: _____

Location address of event: _____

City, State and Zip Code: _____

Telephone Number: _____ Alternative No.: _____

How many 40 pound bags of ice will be used at your event? _____ *(If you choose to count the bags in the truck, you may do so prior to snow blowing).*

Initials: _____

Service Agreement, Revised 08/11/08

**Special
Instructions:** _____

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 that *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 full price for any and all bags of ice used to blow snow at your event.**

Total payment for services: \$ _____
Amount of deposit made: \$ _____
Balance due upon arrival to event: \$ _____

- **Deposits:** A one hundred dollar (\$100.00) deposit is required and must be collected during the Site Survey.
- **Full Payment:** Full payment is due upon arrival to your event and prior to any and all snow blowing. (*See the attached Payment Schedule*).
- **Cancellations:** An advanced written cancellation notice must be received two weeks prior to your event or you will lose your deposit.
- **Rescheduling:** There are no guarantees when you reschedule your event due to bad weather or previously scheduled events.
- **Completion and Start Time:** The completion time on your order must be correct, since *ICE EXPRESS* **cannot** delay the start or completion time, since it could possibly make us late to other previously scheduled events for that day.
- **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.

HOLD HARMLESS AND INDEMNITY. 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. 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. Further, 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 as so limited.

AMENDMENT. This Service Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

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.

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

**SIGNATURE OF PERSON RESPONSIBLE
FOR PAYMENT "CONSUMER"**

DATE

**PRINTED NAME OF PERSON RESPONSIBLE
FOR PAYMENT "CONSUMER"**

DATE

**SIGNATURE OF AUTHORIZED REPRESENTATIVE
"ICE EXPRESS"**

DATE

Initials: _____

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PAYMENT SCHEDULE

The balance of \$_____ is due upon **ICE EXPRESS'** arrival to your event.
The acceptable methods of payment are as follows: (*Cash, Check or Credit Card*).

Cash/Check – Payment Received:

Amount received: \$_____ Date received: ____/____/____

Check Number _____

Print Name: _____ Signature: _____

Address: _____ City: _____ State: _____ Zip: _____

Credit Card Payment Received:

Amount received: \$_____ Date of Transaction: ____/____/____

Credit Card Number: _____ Expiration Date: _____

Address where Credit Card bill is sent: _____

City / State / Zip Code: _____

Telephone Number: _____

Texas Driver's License: _____

Card Members Signature: _____ Date: _____

Initials: _____

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