



## SNOW PARTY SERVICE AGREEMENT

This Snow Party Service Agreement (“Agreement”) is entered into (date) \_\_\_\_\_, by and between **Emergency Ice** and \_\_\_\_\_, (authorized representative), conducting business located at 1200 Fort Worth Avenue, Dallas, TX 75208 / 8700 Diplomacy Row, Dallas, TX 75247 / 1200 Schroeder Dr. Waco, TX 76710 and \_\_\_\_\_, hereinafter referred to as the (“customer”) residing or conducting business at \_\_\_\_\_.

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

### DESCRIPTION OF SERVICES

**Emergency Ice** agrees to sell 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 the earth in white flakes,*” is not the same created by **Emergency Ice**. The snow created by **Emergency Ice** is manmade artificial snow.

**Emergency Ice** 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 always 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 for your event at that time.

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

### INFORMATION REGARDING YOUR EVENT:

Date: \_\_\_\_\_ Event start time: \_\_\_\_\_ Event end time: \_\_\_\_\_

Snow blown completion time: \_\_\_\_\_ (Enter the time you want the snow blown completed. 15 minutes prior to the start time of your event is recommended)

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

Event location address: \_\_\_\_\_  
(street) (city) (state) (zip)

Contact Name (primary): \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Contact Name (secondary): \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Customer’s Initials: \_\_\_\_\_

Snow Party Service Agreement, Revised 10/2017



Event special instructions:

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Please check the box below to indicate the amount of snow you are requesting:

Check One	# of bags	Snow Amount (pounds)	Price per pound	Area Size	Total Cost
	110	4,000	19.75 cents	15' X 15'	\$790.00
	250	10,000	16.00 cents	24' X 20'	\$1,600.00
	375	15,000	14.25 cents	30' X 24'	\$2,137.50
	500	20,000	13.00 cents	32' X 30'	\$2,600.00
	750	30,000	13.00 cents	45' X 25'	\$3,900.00
	1,000	40,000	13.00 cents	60' X 40'	\$5,200.00
	---	_____ pounds		For any larger snow amounts, speak to an <b>Emergency Ice</b> representative for more information.	

Thickness of snow is approximately 6 to 12 inches

Small slide
  Large slide
  XL Slide

*(If you choose to count the bags in the truck, you may do so prior to starting the snow blowing)*

If you want to request to rent the Mr. Cool Luge snow slide (10 ft.), complete the Snow Slide Agreement.

**PAYMENT FOR SERVICES:**

**Emergency Ice** 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” including, but not limited to: (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 **EMERGENCY ICE** arrives to your location late, **you have the right to cancel the entire order and your deposit will be refunded and mailed to you.** However, should **EMERGENCY ICE** arrive late to your event location 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.**

Customer’s Initials: \_\_\_\_\_



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

**Amount of deposit to be made:** \$ \_\_\_\_\_

**Balance due upon arrival to event location:** \$ \_\_\_\_\_

- **Deposit:** A one hundred dollar (\$100.00) deposit is required at the time of the agreement.
- **Full payment:** Full payment is taxable and is due upon arrival to your event location and prior to any and all snow blowing. (See the attached *payment schedule*). All prices are subject to sales tax. Sales tax exemption certificate must be provided when placing the order.
- **Cancellation:** An advanced written cancellation notice must be received two weeks prior to your scheduled event date or you will lose your deposit.
- **Rescheduling:** There are no guarantees when you reschedule your event due to bad weather conditions or previously scheduled events.
- **Completion and start time:** The completion on your order must be correct; because **Emergency Ice cannot** delay the start or completion time, since it could possibly cause us to be late to other previously scheduled events on that day.
- **Equipment failure:** Should an 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 “customer” 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 **Emergency Ice**, its 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 **Emergency Ice** during and after your event. Further, you also agree to defend and hold **Emergency Ice**, its agents, servants and employees harmless from any claim(s) made during or after your event directly or indirectly as a result of the use of the **Emergency Ice** product(s), except claims resulting from the negligence or willful misconduct of **Emergency Ice**.

**ENTIRE AGREEMENT:** This Service Agreement contains the entire agreement of the parties and there are no other promises or condition in any other agreement whether oral of 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 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, constructed and enforced as so limited.

**AMENDMENT:** This Service Agreement may be modified or amended in writing, if the wring 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.

Customer’s Initials: \_\_\_\_\_

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If 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 *Emergency Ice* arrives to your event late; however, if you accept the order even after the representative of *Emergency Ice* 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 Dallas and Northeast Texas.

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

\_\_\_\_\_  
**Signature of person responsible for payment "customer"**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name of person responsible for payment "customer"**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of authorized representative of "Emergency Ice"**

\_\_\_\_\_  
**Date**

Customer's Initials: \_\_\_\_\_



## PAYMENT SCHEDULE

Name: \_\_\_\_\_ Date of event: \_\_\_\_\_

The balance of \$ \_\_\_\_\_ is due upon arrival of *Emergency Ice* to your event. The acceptable methods of payment are as follows: (**cash, check or credit card**).

### Cash/check payment:

Amount received: \$ \_\_\_\_\_

Date received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Check Number: \_\_\_\_\_

Driver's license number: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

### Credit card payment:

Amount received: \$ \_\_\_\_\_

Date of transaction: \_\_\_\_/\_\_\_\_/\_\_\_\_

Credit card type:  Visa  Master Card  American Express  Discover

Credit card holder name: \_\_\_\_\_

Credit card number: \_\_\_\_\_ Expiration date: \_\_\_\_\_ CV: \_\_\_\_\_

Credit card billing address: \_\_\_\_\_  
(street) (city) (state) (zip)

Telephone number: \_\_\_\_\_

Card holder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Initials: \_\_\_\_\_

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## SNOW SLIDE RENTAL AGREEMENT

1. DO NOT face the slide toward a hazardous situation such as drop offs, trees, bodies of water, streets or oncoming traffic without adequate safety barriers in place (fencing, hay bales, etc.).
2. CUSTOMER MUST PROVIDE a minimum of 4 competent people to operate the snow slide. (Rotate jobs throughout the event):
  - a. 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 the slide to catch slider.
  - c. ONE PERSON to return discs or tubes to top of slide.
3. CUSTOMER MUST determine age and size of slider to be safe to use the slide. Smaller children can slide with a safety conscious adult.
4. SLIDER MUST WEAR SHOES.
5. SLIDER MUST slide down straight and with both hands on sliding devices.
6. SAFETY is Emergency Ice's main goal. If a problem is noticed that we have not foreseen, PLEASE adjust to the circumstances or discontinue use of slide.
7. SLIDE MUST BE CLOSED OFF AND LOCKED UP at the end of the event (Emergency Ice will instruct renters how to close off and lock the slide).

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

### Customer or representative

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Organization: \_\_\_\_\_

**The Emergency Ice Mr. Cool Luge snow slide rental is based on availability only.**

Our snow slides are constructed from quality materials and availability in one size (10 ft.). Emergency Ice is ALWAYS concerned with safety. If you notice a problem please inform us. The "Snow Slide Rental Agreement" and "Hold Harmless" agreement must be signed before slide use.

Customer's Initials: \_\_\_\_\_

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