

VICENCIO'S

...IT'S IN THE NAME

This Snow Party Service Agreement ("Agreement") is entered into (date) _____, by and between **Vicencio's Ice** and _____, (authorized representative), conducting business located at 6936 Gateway Blvd East El Paso Tx 79915 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

Vicencio's 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 (snow) n. vapor that forms crystals in cold air and falls to the earth in white flakes," is not the same created by **Vicencio's Ice**. The snow created by **Vicencio's Ice** is manmade artificial snow.

Vicencio's 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 02/2020

Event special instructions:

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

Check One	Bags	Snow Amount (pounds)	Price Per Pound	Area Size	Total Cost
	200	4,000	.20 cents	15'x15'	\$800.00
	300	6,000	.167 cents	15'x20' or Small Slide	\$1,000.00
	500	10,000	.16 cents	24'x20'	\$1,600.00
	750	15,000	.15Cents	Big Slide	\$2,250.00
	800	16,000	.15 cents	30'x24'	\$2,400.00
	1000	20,000	.14 cents	32'x30'	\$2,700.00
	1500	30,000	.14 cents	45'x25'	\$4,300.00
	2000	40,000	.14 cents	60'x 60'	\$5,400.00
	N/A	_____ Pounds	Any Snow Amount You Want, Speak to an Vicencio's Ice Representative for more details.		

Thickness of snow is approximately 6 to 12 inches

Rental of Big Slide \$500.00 per day

*Big Slide Requires 15,000 lb. of Snow

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

PAYMENT FOR SERVICES:

Vicencio's 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 **Vicencio's 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 **Vicencio's 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: _____ Snow Party Service Agreement, Revised 02/2020

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

Amount of deposit to be made: \$ _____

Balance due upon arrival to event location: \$ _____

- **Deposit:** 50% non-refundable 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.

- **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 **Vicencio's 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 **Vicencio's 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 **Vicencio's Ice** during and after your event. Further, you also agree to defend and hold **Vicencio's 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 **Vicencio's Ice** product(s), except claims resulting from the negligence or willful misconduct of **Vicencio's 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 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 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: _____ Snow Party Service Agreement, Revised 02/2020

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

Vicencio's Ice arrives to your event late; however, if you accept the order even after the representative of

Vicencio's 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).

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 "Vicencio's Ice" **Date**

Customer's Initials: _____ Snow Party Service Agreement, Revised 02/2020

PAYMENT SCHEDULE

Name: _____ Date of event: _____

The balance of \$ _____ is due upon arrival of **Vicencio's 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:

Please Note: There will be a 3% Convenience fee per credit card transaction.

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: _____