



## Cedar Crest Cabin

Hwy 43, Ponca, AR / PO Box 97

870-861-5700 / 479-236-5022 cell

cedarcrestlodgeandcabin@gmail.com

### Terms and Conditions

- Weekend bookings require a two night stay. Holiday weekends require 3 nights stay.
- Fees may be paid in Cash, Check, Money Order or Credit Card (Visa, Discover). Any check not honored by the bank will be charged applicable bank fees and may result in cancellation of reservation, unless all fees are paid within ten (10) days. Make checks payable to Cedar Crest Cabin.

### Use of Premises and Grounds:

- Facility and grounds are only to be used for stated purpose(s).
- There is a **limit of 3 overnight guests in the cabin**. If this limit is exceeded additional fees will be applied. Children must be supervised at all times.
- Please place all trash and recyclables in appropriate bags. We can recycle most plastic, paper, glass, Styrofoam and metal. All trash and recycling bags need to be taken out to the green trash cans in the driveway.
- **Check out is at 11 am** unless agreed upon prior to reservation date. All check out activities must be completed by this time, please refer to check out instructions.
- **Smoking** is strictly prohibited inside. Ashtray is on back porch.
- **No pets** are allowed.
- After 10 pm music cannot be audible beyond Cedar Crest property.
- We respect your right to privacy; however Cedar Crest Lodge & Cabin owners or staff shall have the right to access and may be on the premises at any time for the purpose of inspection, supervision of buildings and grounds, security, management, or other purposes.
- Fires are only permitted in fire pit on patio. **Only firewood** may be burned in fireplaces. . If a **burn ban** is in effect no outside fires will be permitted. **No candles are allowed. DO NOT toss ashes or coals into landscaping or woods.**
- **No fireworks, guns** of any kind including paint ball, pellet or bb guns are allowed.
- Inside furniture may not be taken outside. Furniture must be **picked up** and not dragged on wood floors.
- Care should be taken not to damage deck or railings. Do not lean or climb on railings for safety reasons.

- Cedar Crest Cabin cannot be **sub-leased** by renters for any reason.
- There is no phone in the cabin. However, wireless internet is available. Cell phone service does not work in the Valley. You can drive 4 miles to the north to the top of the hill for reception.

## Check Out Procedures

- Place wet towels in laundry basket in closet under stairs.
- Replace hiking books and return DVD's to their proper cases.
- Dishes should be either in dishwasher or rinsed and left stacked near sink in kitchen. Any leftover food you would like to donate to families in the valley please leave on the counter or in the refrigerator.
- Fire in the outdoor pit need to be **fully extinguished**, which means no heat can be felt when hand is held 3-4 inches from coals. If coals still are warm gently add water until cool.
- Place all trash and recyclables in the appropriate bags. We recycle cardboard, plastic, plastic bags, paper, aluminum, metal and glass. Additional bags can be found under kitchen sink.
- Lock the back door, return cabin and patio keys to hook by front door and lock door behind you.

## Cancellation Policy

- For cancellations made within three (3) days of your stay all money will be refunded less a \$25 administrative charge.
- Cancellations made less than forty-eight (48) hours prior to the reservation, all parties agree that the 50% of rental fees shall be retained as a processing fee, unless reservation is re-booked at the time of cancellation for a future date within one year.
- Cedar Crest Cabin may cancel rentals due to inclement weather, emergency conditions, or "acts of God" beyond our control. In case of cancellation initiated by Cedar Crest Cabin, all rental and deposit monies will be refunded.

## Property Damage

- Cedar Crest Cabin and its employees assume no responsibility for any property placed in the facility or on the premises or any property that is left on the premises after the reservation date. Cedar Crest Cabin will contact renter within one week if any personal items are left after renter has checked out.
- Renter agrees to pay for, or replace, any object of Cedar Crest Cabin that is destroyed, damaged, or stolen. Such payment or replacement must be made immediately upon notification from Cedar Crest Cabin staff. We understand that occasionally accidents happen please let us know if something is damaged or broken during your stay.
- Renter shall report any personal injury or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of Cedar Crest Cabin facilities and adjoining property, in writing and as soon as practicable.

- Renter waives any right of recovery against Cedar Crest Cabin, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control or “acts of God”.
- Renter is responsible for supervising all individuals at Cedar Crest Lodge & Cabin and adjoining property.

## **Indemnification and Hold Harmless Agreement**

- The Renter agrees to indemnify, defend and hold harmless Cedar Crest Cabin, its officers, employees, and agents from against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about Cedar Crest Cabin, to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises of Cedar Crest Cabin by reason of Renter’s use or occupancy thereof. These may include but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter’s guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by Cedar Crest Cabin owner and representatives in defending any such claim or action brought against the owner and representatives.

## **Alcohol**

- Renter agrees and warrants that there shall be **NO CONSUMPTION OF ALCOHOL BY PERSON UNDER AGE 21**. Renter agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Property and that such liability shall extend to any aspect regarding the consumption of alcohol.
- **Beer kegs are not allowed on cabin property.**