



Cedar Crest Lodge & Cabin

Special Event/Wedding Contract

Hwy 43, Ponca, AR / PO Box 97
870-861-5700 / 479-236-5022 cell
cedarcrestlodgeandcabin@gmail.com

Name(s) Renter: _____

Address: _____

City, State, Zip: _____

Contact Numbers: _____

Email _____

Event Date: _____ Event Time: _____

Check in Date: _____ Check in Time: _____

Check out Date: _____ Check out Time: _____

Type of Event: _____

This agreement is made by and between the above named person(s), herein after referred to as "Renters" and Cedar Crest Lodge & Cabin, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

- Cedar Crest Lodge & Cabin agrees to rent to the Renters and Renters agree to rent from Cedar Crest Lodge & Cabin the Cedar Crest Lodge, including parking areas, Adds Creek, surrounding landscaped land, (hereinafter the "Premises") for the purpose of hosting the type of event set forth above, in exchange for the Total Rental Fee, set forth below, Event Fee, and a refundable \$500 security/damage deposit.
- Reservations require this rental agreement to be signed and dated; accompanied by the **\$1500 event fee, and \$500 security/damage deposit within 10 days of reservation request.** No reservation is guaranteed or confirmed unless this rental agreement is signed and returned with the security/damage deposit and event fee. If another party is interested in the same date you will be given notification and if above fees and forms are not sent in within seven (7) days your reservation will be forfeited. You may mail or scan this agreement to the address at the top of the form.

- **Event fee** covers one pre-event visit to the property for planning purposes, assistance from our event coordinator as you plan your event, extra time with staff at check-in, coordination with your vendors for delivery/pick up of rented items, two staff members on-site 8 hours on event day to help with set-up, reception, food, trash and recycling. Also covers additional parking space for guests, operation, maintenance, and clean-up costs. If you want additional time from staff on event day or extra services, extra costs will be incurred.
- Payment of rental fees may be paid in full at time of reservation or in two payments. First payment (1/2 of rental fee) is due no later than **90 days** prior to event and balance is due **30 days prior to event**. For rentals arranged less than **30 days** in advance of event date, full payment is due with completed contract. Make checks payable to **Cedar Crest Lodge**.
- **The security/damage deposit is not the rental fee.** It secures the facility on Renter's requested date(s) and serves as a refundable damage deposit. **Violation of this contract by the Renter may result in part or all of security/damage deposit being retained by Cedar Crest Lodge & Cabin.**
- Fees may be paid in Cash, Check, Money Order or Credit Card (Visa, Discover). If any check payable to Cedar Crest Lodge is not honored by the deposit bank of Cedar Crest Lodge & Cabin, the Renter will be charged applicable bank fees and may result in cancellation of reservation unless Renter provides valid payment for the original amount of the check plus all applicable bank fees within ten (10) days.
- **Two weeks prior to event date** the following forms must be sent to our event coordinator (if applicable): **vendor list, additional services and rental equipment, final payment** for additional items, **tentative schedule of events**.

Cedar Crest Rental Fees Worksheet:

Rental Dates	Transactions	Charges	Date	Payments / Credits
	Lodge Rental	\$950.00		
	Lodge Rental	\$950.00		
	Cabin Rental	\$150.00		
	Cabin Rental	\$150.00		
	Extra rental days			
	Sub Total			
	Arkansas State Sales Tax 6.5%			
	Local Tax 1.5%			
	Tourism Tax 2%			
	Event Fee	\$		
	Security Deposit - refundable	\$500		
	Total			

- First Payment due on _____ in amount of \$ _____
- The remaining balance of \$ _____ is due on _____

Event Terms and Conditions

Use of Premises and Grounds:

- Facility and grounds are only to be used for stated purpose(s).
- There is a **limit of 20 overnight guests in the lodge and 2-3 in the cabin**. If this limit is exceeded, you will forfeit your entire deposit and may have additional fees applied. **Special events have a limit of 80 guests**. An estimated head count is needed 2 weeks prior to event. Due to limited indoor space we will need to be **notified immediately if guest limit may be exceeded**. You may be required to rent tents and/or portable potties, as well as additional fees will be applied. If we are not notified of potential guest overage your group may be asked to leave forfeiting all monies paid.
- NO TENT CAMPING IS ALLOWED ANYWHERE ON THE PROPERTY
- Set up and breakdown times must fall within the total rental time period. Renters are responsible for the basic cleaning of lodge and grounds. All outside rental equipment and decorations must be removed, as well as trash / recycling into appropriate cans. We can recycle many items please ask. If Event Coordinator must be on site to handle deliveries or returns by vendors' additional fees will be applied.
- It is the responsibility of the Renter to move event equipment within the facility or on the grounds during the event unless such services are requested for additional fee.
- **Check out is at 11 am** unless agreed upon prior to event. All check out activities must be completed by this time, please refer to check out instructions. Cedar Crest Lodge & Cabin staff may request an earlier check out time due to another reservation. You will be notified of this prior to event date.
- **Smoking** is strictly prohibited in the Lodge, Cabin and within 10 feet of all entrances / exits. Please dispose of cigarette butts in containers provided on back deck.
- **No rice, confetti, flower petals or glitter is allowed** inside or outside the facility. There are biodegradable products on the market such as rice paper. Please give us a call if you questions about the product you wish to use. Staples, nails or other puncturing devices are not allowed to attach decorations. Tape, wire, removable picture hanging products (i.e. Command strips) may be used. All decorations must be removed at end of event. Care should be taken that no items falls into creek and if so, items must be removed.
- **No pets** are allowed except for service animals. If you wish to have your pet in your ceremony please consult with our Event Coordinator. Pets are only allowed on property during the ceremony.
- **Candles must be in glass holders** taller than candle height or in holders that prevent wax from dripping on surfaces. Use of outdoor torches must be approved in advance.
- Live bands may set up on back deck (not allowed indoors due to space limitations). DJ's can set up indoors or outdoors. **Loud music is subject to a 10 pm curfew** which is in place throughout the Valley. After 10 pm music cannot be audible beyond Cedar Crest Lodge property.
- Children must be supervised at all times.
- Cedar Crest **Lodge & Cabin Event Coordinator monitors event activities and has the authority to enforce rules and regulations** of contract and Lodge rental agreement. Cedar Crest Lodge & Cabin Event Coordinator can terminate rental if renter does not honor contract or local law. 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.
- **Only firewood may be burned in fireplaces. No lumber, straw or other non-combustible** items allowed. **DO NOT toss ashes or coals into woods. NO BONFIRE LEVEL FIRES ARE PERMITTED. Any**

damages to our fireplaces by renter or guests, will be charged to the renter. If a **burn ban** is in effect no outside fires will be permitted. Cedar Crest Lodge staff will notify you as soon as possible, so you can make adjustments if necessary.

- If you wish to bring additional grills, smokers or deep fryers they must be used in the gravel driveway area.
- **Tent placement and usage must be approved by Event Coordinator prior to event date.** Tents may be required to use barrels instead of stakes. Tents 20x20 can fit on upper deck, larger tents must be used on the grounds. If heaters are rented client must provide protection for grass or deck.
- **Dance floors must be approved in advance.**
- **No fireworks, guns** of any kind including paint ball, pellet or bb guns are allowed.
- **Parking area** for guests is located on the open field next to the lodge. **No parking on Cedar Crest Lodge & Cabin lawns.**
- Event Coordinator must be consulted before moving **any Cedar Crest Lodge furniture or décor** items. Furniture must be **picked up** and not dragged on wood floors. Inside furniture may not be taken outside.
- Care should be taken not to damage deck or railings. Do not lean or climb on railings for safety reasons.
- Cedar Crest Lodge & Cabin cannot be **sub-leased** by renters for any reason.
- If you need to be reached during your event the direct phone number into the lodge is **870-861-5865**. Cell phone service does not work in the Valley. Please bring a calling card if you wish to make long distance phone calls.

Set Up and Breakdown

- Cedar Crest Lodge & Cabin Event Coordinator will be present the day of your event and during any day(s) set up activities are occurring. The Event Coordinator will assist you with any problems or questions. 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.
- Last minute rental items from Cedar Crest Lodge & Cabin inventory can be coordinated with the Event Coordinator. Additional items can include but are not limited to; chafers, serving pieces, tables, chairs, linens, etc... You may need to purchase additional ice during your event at the local store, we can assist you within an agreed upon amount.
- A Cedar Crest Lodge and Cabin staff member will arrive before your stated check out time to ensure all check out activities are completed.
- Event trash on deck, grounds, and in buildings must be bagged and removed to trash cans located along driveway. Please separate recyclables when possible. Be sure to remove any signage that you may have placed at key intersections. All decorations must be removed. Failure to complete basic clean up will result in additional charges against the security deposit. Additional fees will be applied if extra days are needed for set up or vendor drop offs.
- **Staples, nails or other puncturing devices are not allowed to attach decorations.** Tape, wire, removable picture hanging products (i.e. Command strips) may be used only on certain surfaces.
- Furniture and/or accessories may not be moved without permission of Event Coordinator. All furniture and/or accessories should be returned to original positions at end of event.
- Dishes should be either in dishwasher or rinsed and left stacked near sink in kitchen. Any leftover food you would like to donate to needy families in the valley please leave on the counter or in the refrigerator.

- Any fires need to be **fully extinguished**, which means no heat can be felt when hand is held 3-4 inches from coals. If coals are still warm gently add water until cool. Coals cannot be tossed into surrounding woods. Any damage to fireplaces by renter or their guests will be deducted from the security deposit or charged in a separate transaction.
- Any rental returns should be stacked neatly and arrangements made to have all items removed by noon on the day following the event. If other arrangements need to be made please contact the event coordinator prior to event.
- Notify Event Coordinator of any damage that may have occurred.

Personal Property and Rentals

- Cedar Crest Lodge & Cabin and its employees assumes no responsibility for any personal property of Renter, its invitees, or any other third party on the premises by reason of Renter's use or occupancy thereof that is destroyed, damaged, or stolen while on the premises or any property that is left on the premises after the event has ended.
- Cedar Crest Lodge will contact renter within one week if any personal or rental items are left after renter has checked out.

Cancellation Policy

- All cancellations must be in writing.
- For cancellations made within three (3) business days of signing this Rental Agreement all money will be refunded less a \$50 administrative charge.
- Cancellations made more than ninety (90) days in prior to event date, all parties agree that \$250 shall be retained from the security deposit as a processing fee.
- Cancellations made ninety (90) days or less before the event date, all parties agree that the full \$500 security deposit shall be retained as a processing fee.
- Cancellations made less than thirty (30) days prior to the event, all parties agree that the full \$500 security deposit, the full event fee and one night rental of \$950 shall be retained as a processing fee.
- Cancellations made less than seven (7) days prior to the event, all parties agree that the full rental fees and event fee shall be retained as a processing fee. Your Security deposit will be refunded in full.
- Cedar Crest Lodge & 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 Lodge & Cabin for such purposes, all rental and deposit monies will be refunded.

Security Deposit / Property Damage

- Renter assumes full responsibility for the conduct and acts of the Renter and its Invitees that may result in any damages to the Premises or any furnishings or other property therein. If the Premises or any property therein is damaged by the act, default or negligence of the Renter or the Renter's Invitees, the Renter shall be solely responsible to return the Premises and/or such property to its condition as existed immediately prior to the Renter's use and occupancy of the premises.

- After final cleaning by Cedar Crest Lodge staff, any costs incurred by Cedar Crest Lodge & Cabin for additional cleaning or to repair or replace any portion of the premises or property therein that is destroyed, damaged, or stolen during the Renter's use and occupancy of the premises, or any additional fees incurred under this agreement, shall be charged against the \$500 security / damage deposit.
- Any amount of the security/damage deposit remaining after such costs and fees are deducted will be refunded to the Renter.
- If the costs to repair or replace damaged or stolen property and other fees exceeds the amount of the Security / Damage deposit, Renter agrees to pay for, or replace, any object of Cedar Crest Lodge and Cabin that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon notification from Cedar Crest Lodge & Cabin staff.
- 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 Lodge & Cabin facilities and adjoining property to the Event Coordinator, in writing and as soon as practicable.
- Renter waives any right of recovery against Cedar Crest Lodge & 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 during the event. Cedar Crest Lodge & Cabin may evict individuals from the premises during the event if their conduct is deemed detrimental in any way.

Indemnification and Hold Harmless Agreement

- The Renter agrees to indemnify, defend and hold harmless Cedar Crest Lodge & 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 Lodge & 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 & Lodge 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 invitees, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by Cedar Crest Lodge & 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 inside** lodge or cabin.

Miscellaneous

- Time is of the essence of this Agreement.

- This Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and permitted assigns of the Lessor and Lessee, subject to the requirements specifically mentioned in the Agreement. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- The agreements contained in the Agreement set forth the complete understanding of the parties and may not be changed or terminated orally.
- All questions concerning the meaning, execution, construction, effect, validity and enforcement of the Agreement shall be determined pursuant to the laws of Arkansas.
- The place for filing any suits or other proceedings with respect to the Agreement shall be the county in which the Premises are located.
- Lessor and Lessee will use good faith in performing their obligations under the Agreement.

Agreement by Signature

Any changes to this agreement must be handwritten on the face of this Agreement and shall be initialed by all parties hereto.

Signature indicates the Renter agrees to all terms and conditions stated herein and acknowledges the rental fees to be paid to Cedar Crest Lodge & Cabin and agree to be responsible for payment in full:

Renter: _____ Date: _____

Renter: _____ Date: _____

Cedar Crest Lodge: _____ Date: _____

Office Use:

Date	Payment	Type	

Special Notes:

Revised May 2017