



## Cedar Crest Lodge Rental Information & Agreement

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

Renter(s):

Address:

City, State, Zip:

Contact Numbers:

Email:

**Check in Date:**

**Check in Time: 2pm**

**Check out Date:**

**Check out Time: 11am**

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, located on Highway 43 Ponca, AR, including parking area, Adds Creek, and grounds surrounding the lodge (herein after the "Premises") for the purpose of overnight lodging and accommodations, in exchange for the total Cedar Crest Lodge rental fees, set forth below.
- A reservation deposit of **50% of rental fee is required at time of booking**. Reservations also **require this rental agreement to be signed, dated and returned** in the self-address, stamped envelope provided with your confirmation.
- Weekend bookings require a two night stay. Holiday weekends, including Memorial Day, 4<sup>th</sup> of July, Labor Day, and Thanksgiving, require 3 night stay.
- Fees may be paid in Cash, Check, Money Order or Credit Card (Visa, Mastercard, Discover). If any check payable to Cedar Crest Lodge is not honored by Arvest bank (the deposit bank of Cedar Crest), 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. Make checks payable to Cedar Crest Lodge,
- **Hosting of meals, events with non-guests is not allowed on the premises unless prior approval by staff and additional fee is paid.**

# 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**. 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. 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 except for outside on front and back porches. Please dispose of cigarette butts in containers provided. No e-cigarettes allowed inside.
- **No pets** are allowed except for service animals. We advertise pet-free.
- After 10 pm music cannot be audible beyond Cedar Crest Lodge 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.
- **Candles are not allowed. Only firewood** may be burned in fireplaces. **No lumber, straw or other non combustible** items may be burned. **DO NOT toss ashes or coals into woods.** If a **burn ban** is in effect no outside fires will be permitted
- A propane gas grill is on the back deck. Additional grills, smokers or deep fryers they must be used in the gravel drive area.
- **No fireworks, guns** of any kind including paint ball, pellet or bb guns are allowed.
- Furniture and/or accessories should not be moved. 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. Care should be taken that no items fall into creek and if so, items must be removed.
- Cedar Crest Lodge & Cabin cannot be **sub-leased** by renters for any reason.
- If you need to be reached during your stay the direct phone number into the lodge is **870-861-5865**. Cell phone service does not work in the Valley. Local calls can be made at no charge. Long distance calls require a prepaid calling card or you can purchase online prepaid virtual minutes. Wireless internet is available throughout premises.
- Wet towels should be placed in baskets in the closet of each suite or in laundry room. Please strip bed sheets and any soiled blankets. You may leave these on the floor of each room.
- 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.

- 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.
- 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.
- Please return keys to the hook in the foyer. If you need to leave before a staff member is on site, lock all exterior doors paying special attention to the glass sliding doors. Please leave the key on the hook, press the lower button on the inside of the front door near the handle and pull closed behind you.

## **Cancellation Policy**

- All cancellations must be in writing by email or letter.
- For cancellations made within three (3) business days of signing this Rental Agreement all money will be refunded less a \$100 administrative charge.
- Cancellations made less than sixty (60) days prior to the reservation, all parties agree that 50% of the paid deposit shall be retained as a processing fee, unless reservation is re-booked at the time of cancellation for a future date within one year.
- Cancellations made less than seven (7) days prior to the reservation, all parties agree that the full deposit shall be retained as a processing fee.
- 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.

## **Property Damage**

- Cedar Crest Lodge and its employees assume no responsibility for any personal property of Renter, its invitees, or any other third party on the premises by reason of the 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 reservation date. Cedar Crest Lodge 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 Lodge & Cabin that is destroyed, damaged, or stolen during stay. 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 Cedar Crest Lodge & Cabin owners, 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.

## 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

- **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, effect, validity and enforcement of the Agreement shall be determined pursuant to the laws of Arkansas.
- The place for filing of any suits or other proceedings with respect to the Agreement shall be the county in which the Premises are located (Newton County).
- 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:

Updated 5/17