

SADDLEBACK LODGE

1005 NC 9090 Rd
Ponca, AR 72670
870-861-5864

Terms and Conditions

It is the Renter's responsibility to read and understand these terms and conditions. Renter(s) agrees to abide by these rental rules at all times while at the property and ensure everyone in their party is made aware of these policies. These terms and conditions are not all inclusive. Should you have any questions or need clarification about any of the terms and conditions, please call or email us for clarification.

Lodge Rate. \$900 per night. 10% discount if you book seven nights. Prices are subject to local and state sales tax.

Security/Damage/Cleaning Deposit. The security/damage/cleaning deposit, which is \$500, is not the rental fee. It secures the facility on Renter's requested date(s) and serves as a refundable damage/cleaning deposit. Violation of this contract by the Renter(s) may result in part or all of the security/damage/cleaning deposit being retained by Saddleback Lodge.

Maximum Occupancy. The maximum number of guests is limited to 20 persons (excludes children under the age of 6).

Payment. A reservation deposit of 50% is due upon booking your reservation with the balance due 60 days of your check-in date. Methods of payment include Credit Card, Cash or Check.

Cancellation Policy. If Renter(s) wishes to cancel his/her reservation, we must be notified in writing via email or letter. All cancellations will be charged an administrative fee of \$100. Saddleback Lodge is a unique property and usually books out more than 60 days. Therefore, cancellations made less than 60 days of arrival date will be charged the full rental fee. Reservations may be rebooked at time of cancellation for a future date within one year.

Arrival/Departure. Check-in time is 3:00 p.m. (No early check in please) / Check-out time is by 11:00 a.m.

Minimum Stay. This property requires a consecutive 2-night minimum stay. Holiday weekends, including Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, and New Year's may require a three night stay.

Pet Policy. No pets are allowed inside the Lodge. If evidence of pets is found inside the Lodge, Renter will be charged a \$500 cleaning fee. Credit card on file will be charged.

Smoking. Smoking is not permitted in the lodge. You may smoke on the covered porch and dispose of your cigarette butts in the receptacles provided. If butts are found on the ground, you will be charged a \$50 clean-up fee. If evidence of smoking is found inside the Lodge, Renter will be charged a \$500 cleaning fee. Credit card on file will be charged.

Lodge Care. Renter(s) and Renter's Guests should take special care for the lodge, furniture, accessories, and appliances. Furniture should not be scooted across the hardwood floors. Inside furniture should not be taken outside. Standing or climbing on the banisters is prohibited due to safety reasons. All trash should be placed in bags and left on back porch. Driving in yard/grass and on sidewalks is prohibited. The Renter(s) and Renter's Guests shall maintain the premises in a good, clean, and ready to rent condition.

Access. Though we respect your privacy, owners and/or staff reserve the right to access the property during your stay. The owner and/or staff retain the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Renter(s) and/or Renter's Guest violate any of the terms of this agreement, the rental period may be terminated immediately.

Ponds. There are 3 ponds on the property. The Renter(s) and Renter's Guests may enjoy fishing in the larger pond behind the house. It has been stocked with catfish, bream, bass, crappie, and perch. Renter(s) and Renter's Guest agree to use safety precautions while fishing and agree to have a responsible adult supervising any minors while they fish. Renter(s) and Renter's Guests accepts fully all risks involved.

Fires. Fires in the fire pit should be completely extinguished. Fires in the wood burning fireplace may be left burning as long as the doors are completely shut and the fan blowers are left on. It is the responsibility of the Renter(s) to ensure fires are carefully dealt with.

Satellite. Dish satellite service is available on all TVs in the Lodge. Pay per View is not available. No refund of rental shall be given for outages, content, lack of content, or personal preferences with regard to the satellite TV service.

Phone. Cell phone service is not available at the Lodge. Landline phone service is available for local calls. Your credit card will be charged for any long distance calls made during your stay. If you need to be reached during your stay, the direct phone number into the lodge is **870-861-5800**. No refund of rents shall be given for outages.

Internet. Wi-Fi is available at the Lodge. Wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

Supplies. Owners shall provide towels, linens, and a fully stocked kitchen with cups, knives, forks, spoons, dishes, cookware, and other items commonly used. Complimentary paper products such as toilet paper and paper towels will be supplied, as well as, dish soap, laundry & dishwasher detergent.

Alcohol. Newton County is a dry county so you will need to purchase your alcohol before coming to the Lodge. Beer kegs are not allowed inside the Lodge.

Outages. We occasionally experience outages that are beyond our control. Please contact the owner if you experience an outage. We report outages as each occurs. No refunds or compensation will be given for any outages.

Refunds. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions or "acts of God".

Failure of Appliances. Please let us know immediately if there is any equipment that is not operating correctly. We will make every reasonable effort to have repairs made as soon as possible; however, there are limited service contractors in our areas, particularly on evenings or weekends. If a breakdown should occur to fundamental elements such as water systems or plumbing, and major appliances such as stove or refrigerator, every effort will be made to repair or replace, or an appropriate refund will be made for the inconvenience caused. No reduction of rent, rebate, or refund will be issued for a mechanical failure of non-essential appliances including but not limited to dishwasher, washer, dryer, entertainment systems or internet.

Property Left Behind. Please check every drawer and cabinet carefully before you depart to ensure you have all your belongings. Don't forget to look under the beds. If you get home and find you have left something behind, please call or email to let us know. We will package the item/items and let you know the cost of sending them so you can decide if you wish to have them returned. Unless you wish them sent urgently, we will wait until we are scheduled to visit the post office, so you are not charged for time and mileage to make a special trip. You can also let us know if you want the credit card on file charged for mailing the item or if you have another method of payment.

Check Out. We asked that you leave the property in a neat and clean condition. Return all furniture to its original location. The Renter(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Owner as being immediately habitable by the next Renter(s). Renter(s) shall pay for maintenance and repairs should the premises be left in a lesser condition. The Renter(s) agrees that the credit card on file will be charged for any damages. Please load the dishwasher with all dirty dishes and start it upon leaving. Remove linens from beds and take to laundry room. Please start one load of laundry before leaving. All trash should be placed in garbage bags and placed on the back porch. Keys should be left on the kitchen counter.

Damage. The Renter(s) shall pay for any damage done to the premises over and above normal wear and tear. Credit Card on file will be charged for any damages.

Indemnification and Hold Harmless Agreement

The Renter(s) and Renter's Guests agrees to indemnify, defend and hold harmless Saddleback Lodge, 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 Saddleback Lodge, 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 Saddleback 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(s) or Renter’s invitees, whether intentional or negligent, which occur during use. Renter(s) agrees to pay all costs and attorney fees incurred by Saddleback Lodge owner and representatives in defending any such claim or action brought against the owner and representatives.

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

Renter(s) agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owner enforcing this agreement.

By accepting this reservation, it is agreed that all Renters are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

Please sign a copy of this Agreement. Scan and email a signed copy to saddlebacklodge@buffaloriverlodges.com.

Signature indicates the Renter(s) agrees to all terms and conditions stated herein and acknowledges the rental fees to be paid to Saddleback Lodge and agree to be responsible for payment in full. If you choose to use a credit card for payment, your signature hereby gives permission to charge your credit card for the amounts above. You agree that all monies are non-refundable per the cancellation policy outlined above.

Renter _____ Date _____

Renter _____ Date _____

Saddleback Lodge _____ Date _____