PONCA CREEK LODGE & CREEKSIDE CABIN
EVENT CONTRACT

Thank you for booking your lodging reservation! We look forward to your visit and want you to know we will do everything possible to make your stay pleasant and enjoyable.

Event Fees are in place to cover additional operation, maintenance, and clean-up costs that occur with weddings, corporate retreats, family reunions, and other unique occasions. The event fee also includes one pre-event visit to the property with the Event Coordinator for planning purposes, along with the use of special event tables and chairs. Event Fees also include assistance from BOC's Event Coordinator for help with locating local event services, clergy, tent rentals, and answering your questions via email. The Event Coordinator is **not** a wedding planner. If you need a day of event coordinator, you will need to hire a wedding planner.

It is the renter's responsibility to read and understand our policies and rules, as well as share them with the members of your party. While we have tried to be thorough, the policies and rules presented here may not be inclusive of everything, so please check with us if you have any questions by contacting our office at (870) 861-5514.

Upon completion of this agreement you are indicating that you understand and accept the charges in the corresponding invoice, the policies found within this agreement, and that you or any member of your party will indemnify and hold harmless Buffalo Outdoor Center for any costs, liabilities and claims for accidents, injury or whatever might occur while on property or while participating in activities that Buffalo Outdoor Center offers. **Thank you!**

GENERAL RENTAL TERMS

- Buffalo Outdoor Center agrees to rent The Ponca Creek Lodge and The Creekside Cabin to the renters and renters agree to rent **both** The Ponca Creek Lodge and The Creekside Cabin, for the purpose of hosting the agreed upon event, in exchange for the total rental fee, event fee, and refundable $500 security/damage deposit.

- Reservations require this rental agreement to be signed and dated, accompanied by the **$1500 event fee for 41 to 80 guests and a $500 event fee for up to 40 guests, along with a $500 refundable security/damage deposit within 7 days of creating the reservation.** The non-refundable 20% lodging deposit is also due at time of booking. No reservation is guaranteed or confirmed unless this rental agreement is signed and returned with the security/damage deposit and event fee, within 7 days of signing.
- The remaining full balance is due 61 days prior to the check-in date.

ARRIVAL / DEPARTURE TIMES

- Check in time is 4:00 P.M or after. Departure time is by 10:00 A.M. (Unscheduled late departures will result in additional fees.)
- Early arrivals and late departures can be requested 14 days prior to arrival, but are not guaranteed and could result in additional fees.

GUESTS

There is a **maximum of 16 overnight guests in The Ponca Creek Lodge and 2 in The Creekside Cabin**. If this limit is exceeded, you will forfeit your entire deposit and may have additional fees applied. **Special events have a maximum capacity of 80 guests (including the guest occupancy for the Ponca Creek Lodge and Creekside Cabin) total.** A confirmed headcount is needed **2 weeks prior to the event**. Due to limited indoor space, renting third-party tents and portable potties are recommended for large events.

ACTIVITIES

The Buffalo Outdoor Center Event Coordinator monitors event activities and has the authority to enforce the rules and regulations of the lodge event contract agreement. The Event Coordinator can terminate rental if Renter does not honor contract or local law. Buffalo Outdoor Center owners or staff shall have the right to access and may be on the ground premises at any time for the purpose of inspection, supervision of buildings and grounds, security, management, or other purposes. With a 30-day advanced request the Event Coordinator can be on site to handle vendor deliveries and tent placement **only.** Also, please note:

- Set up and breakdown times must fall within the total rental time period. Renters are responsible for the basic post-event clean up of the lodge and grounds. For example, all outside rental equipment and decorations must be removed by 10:00 A.M on the day of departure.
- It is the responsibility of the Renter to move event equipment within the facility or on the grounds during the event.
- Live bands may set up on the back deck (not allowed indoors due to space limitations). DJ's can set up indoors or outdoors. Loud music is subject to a 10:00 P.M curfew which is in place throughout the valley. **Violation of this will result in the security deposit being revoked.**

EVENT DECOR & CLEAN UP

- **No rice, confetti, flower petals or glitter is allowed** inside or outside the facility. (Instead, choose biodegradable products such as rice paper.) 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 the end of an event. Care should be taken that no items fall into the creek and if so, items must be removed.
- **Event tent placement and usage must be approved by BOC's Event Coordinator prior to the event date.** Event tents may be required to use barrels instead of stakes. Event tents size 20x20 can fit on the upper deck; larger tents must be used on the grounds.
- The Event Coordinator must be consulted before moving **any furniture or decor items.** Furniture must be **picked up** and not drug across the wooden floors. Furniture Removal is **not** offered at The Ponca Creek Lodge.
- **No parking on The Ponca Creek Lodge & The Creekside Cabin shared lawn.**
- Children are to be supervised at all times. Renters & their guests understand and acknowledge not all areas are considered "child-friendly".
- Event trash on deck, grounds, and in buildings must be bagged and removed to trash cans located along the driveway. Please separate recyclables when possible. Be sure to remove any signage that you may have placed at the lodge driveway entrances or highway intersections.
- 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.
- Any rental returns (BOC Event chairs, tables, etc.) should be stacked neatly by 10:00 A.M on the day of departure.

MISCELLANEOUS POLICIES

- **Smoking** is strictly prohibited inside the Lodge or Creekside Cabin, and within 10 feet of all entrances/exits. Please dispose of cigarette butts in provided containers on the back deck.
- **NO PETS are permitted on the grounds of or inside the Lodge or Cabin. (Undisclosed pet(s) will result in a $200 +tax fee per pet, per night of your reservation.)**
- **NO TENT CAMPING, OUTSIDE FIRES, OR RV'S ARE ALLOWED ANYWHERE ON THE PROPERTY.**
- **NO loud, obnoxious parties. Be respectful of others staying in the area. (You will be subject to forfeiting the deposit if we receive noise complaints.)**
- **NO Fireworks or Firearms.**

CANCELLATION POLICY

Because of our remote location, The Ponca Creek Lodge is not a property that rebooks easily at the last minute. In order to cancel and avoid owing for your reservation (less the 20% lodge non-refundable deposit), please cancel 61 or more days prior to your arrival date. If you cancel or reduce the reservation length less than 61 days prior to the date of your arrival (90 days if the reservation is within a holiday time frame), you will be responsible for the original amount due regardless of the reason for cancellation. For dates that fall into a holiday time frame, The Ponca Creek Lodge must be cancelled 90 days prior to the reserved date. If we are able to rebook one or more of your cancelled dates, we will refund you accordingly. (Please check with the Event Coordinator to learn if your event falls within a holiday time frame.) **Only a verbal AND emailed confirmation of a cancellation made during office hours will be considered valid.**

“Cancel It Now” Cancellation Service

When making your reservation, you will have the opportunity to purchase our “Cancel It Now” Cancellation Service for 7% of your pre-tax reservation balance. This service permits you to cancel The Ponca Creek Lodge reservation without penalty, less your pre-paid non-refundable 20% deposit, 30 days prior to the date of your arrival for standard dates and 61 days prior to your arrival for holiday dates. The “Cancel It Now” Cancellation Service must be purchased at the time of booking your reservation and if used, all dates within the reservation must be cancelled. Your pre-paid deposit and the “Cancel It Now” fee are both non-refundable. (Again, only a verbal AND emailed confirmation of a cancellation will be considered valid.)

SECURITY DEPOSIT / DAMAGES

- After final cleaning and inspection by the Buffalo Outdoor Center Staff, any costs incurred by Buffalo Outdoor Center 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.
- 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 Buffalo Outdoor Center’s that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon notification to Buffalo Outdoor Center’s staff.
- Renter waives any right of recovery against Buffalo Outdoor Center, 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”.

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

The Renter agrees to indemnify, defend and hold harmless Buffalo Outdoor Center, 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 Buffalo Outdoor Center, 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 Buffalo Outdoor Center 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 Buffalo Outdoor Center owners and representatives in defending any such claim or action brought against the owner and representatives.

Guest Signature:

Printed Name:

Date Signed:

Event Coordinator:
