



RENTAL AGREEMENT

This Facilities Rental Agreement ("Agreement"), is entered into on _____(date)
by and between the *Ponderosa Mountain Venue*, at 470 West TopKick Trail, Fayetteville, AR 72701
_____("Lessor") and
_____("Lessee") of
_____(address), _____(City)
_____(State & Zip Code).

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Ponderosa Mountain Venue ("Facility") for the
_____("Event name") to be held on _____(date) at (time(s)
requested) _____.

Individuals to be married: _____and _____.

Future mailing address if different from current address: _____
_____.

DATES /TIMES OF PERMITTED USE

Access to the facility for the Event will commence at 9:00 AM on the day of the Event and will end at 12:00 AM the same day unless rented for one additional day at the price of \$1,200.00.

REQUIREMENTS:

- Two representatives of the renting parties must sign the rental agreement (verifying that they understand the guidelines and are responsible for all their guests' adherence to said guidelines.
- There is **NO SMOKING** inside the venue. It is the lessee's responsibility to see that their guests smoke in a responsible manner at the location of the sand buckets and/or properly dispose of cigarette butts in the sand buckets provided.
- Lessees cannot have or set off Fireworks. Please no seeds or confetti allowed inside the venue.
- ****NO OPEN FLAME **** candles allowed. Use only battery lighting candles.
- The furniture inside and around the facilities Lessees may not alter it in any way, however Lessees can move it and put it back where originally placed when the event is completed. Lessee is responsible for any damage done to furniture.
- Ponderosa Mountain Venue does not assume responsibility for any items left on the property before or after the event by the Lessee, rental companies, or caterers.
- Lessee is responsible for setting up tables and chairs. When moving tables and chairs, please do not slide them across the floor causing damage to tables and chairs and/or floor. It is the responsibility of the rental party or Lessee to inform any caterers or food service people used for the

event that it is their responsibility to clean up any spilled food and dishes used in the facilities and to remove all the food from the refrigerator and facilities and to leave the facilities clean.

- It is the responsibility of the renting party to provide and serve alcohol for their event and to regulate the consumption of alcohol by their guests during their event.
- It is the responsibility of the rental party to provide a licensed bartender.
- Ponderosa Mountain Venue is not responsible for any injury due to alcohol consumption. The renting party is responsible for any damage or injury due to alcohol consumption or other influences (i.e.: drugs etc.)
- It is the responsibility of the rental party to make sure the facilities are in the exact condition that the Lessees found it. Any loose trash and any food left behind Lessees should be disposed of in marked trash receptacles. Lessees must take all full trash bags to the trash dumpster provided. Lessees can use the provided trash cans and trash bags.

INCLUDED IN THE RENTAL:

- 13,000 square feet under roof (9,500 square feet is temperature controlled)-The Venue is 3 stories with 2000 square feet of the Venue being for the bride to get ready
- 4 different locations at the Venue are available for a wedding location.
- In addition, there is a 650 square feet area for groomsman quarters and a game area at the Western building to play pool and hang out.
- If needed, and for an additional fee, we offer a 2-story cabin with 2 porches) on the property to rent. (1400 square feet including porches)
- The *Ponderosa Mountain Venue* offers a scenic location of the Arkansas mountain backdrop and a unique view of the West Fork White River.

RENTAL FEES:

Single Day Weddings -

- Peak Saturday (Includes April, May, June, September, October, November) - \$5,000
- Peak Friday or Sunday (Includes April, May, June, September, October, November) - \$4,500
- Off-Peak Saturday (Includes January, February, March, July, August, December) - \$4,200
- Off-Peak Friday or Sunday (Includes January, February, March, July, August, December) - \$3,800

Wedding Weekend Packages -

- Two-Day Reservation - This allows you an extra day for setting up for the wedding, time for rehearsal and time for a rehearsal dinner gathering. You get access starting at 8:00 a.m. the day that your reservation begins and ends at 11:30 the final day of your event. Essentially, you're adding a second day to your reservation. Rehearsal Reservation: \$1,200
- Three-Day Weekend Packages - Unlike just reserving the space for rehearsal, booking our 3-day package will give you access to the venue starting at 8:00 a.m. the day your reservation begins and ends at 11:59 p.m. on the final day of your reservation. From rehearsal to brunch the day after the wedding, you can enjoy our space to celebrate all weekend long. 3 Days (Th/Fri/Sat or Fri/Sat/Sun): \$7,000

Monday/Tuesday/Wednesday/Thursday Rentals -

- \$2,000.00/day. If renting two days together (ie: Mon/Tues or Wed/Thur, price is \$1,500.00/day).

Other Event Rental Fees:

- *Ponderosa Mountain Cabin* yes or no Date(s)_____
 (2 nights minimum for \$500.00)
- **RV site(s)** yes or no Date(s)_____
 (2 nights minimum for \$100.00/night per site)

ADDITIONAL RENTAL FEE INFORMATION:

- Lessee shall deposit the sum of \$1,500.00 with Lessor upon the execution of this Agreement to reserve the event date(s), which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. The deposit sum of \$1,500.00 is nonrefundable..
- Half of the balance of the entire sum owed shall be paid halfway between the date that the event was booked and the date of the event.
- This amount paid is also nonrefundable once paid.
- The balance of the Rental Fee shall be paid by the Lessee by 90 days prior to the Event.
- Finally, any payments made regarding the sum shall be non-refundable upon receiving.
- Taxes are an additional cost.
- *Ponderosa Mountain Venue* guarantees the availability of 25, 60 inch round tables, 10 cocktail banquet tables, 250 chairs and 30 benches that seats 6-8 people per bench.

CLEANING FEE:

If the Lessor does the cleaning after the Event, the fee is an additional \$500.00. If the Lessee does most of the cleaning (meaning picking up all trash, cleaning off tables, removing all their property and sweeping (the Lessor will do all mopping) then there will NOT be a Cleaning Fee charged.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLEASING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

1. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due.
2. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgement of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility because of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

All deposits and payments are non-refundable; however, the lessee may cancel this Agreement at any time prior to the Event Date by providing written notice of such election to the Lessor.

OTHER INFORMATION

- Please park in designated parking areas only.
- Ponderosa Mountain Venue has a NO pet policy. Some exceptions may be made with prior notification. Certified service animals belonging to the Lessees are permitted.

Ponderosa Mountain Venue is not liable for any liability or personal injury to guests resulting from any cause whatsoever. The guest shall be solely responsible for any of their or their invitees' individual property located or stored upon the premises and for all risks of damage, destruction, or loss resulting from fire, theft, storm, and all other hazards. Owners shall not be liable for any damage to, destruction of, or loss of any of the renter's individual property located or stored on the premises regardless of the cause of damage, destruction or loss.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any legal actions, claims or demands shall be overseen in a court of competent authority within Arkansas.

SIGNATORIES

This Agreement shall be signed by _____ (Lessor) on behalf of *Ponderosa Mountain Venue* and by _____ (Lessee).

LESSOR *Ponderosa Mountain Venue*

Name(s): _____

Date: _____

LESSEE

By: _____

and _____

Printed Names:

and _____

Phone: _____

Email: _____

Date: _____