



RENTAL CONTRACT AGREEMENT

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.)
- **NO SMOKING** inside the venue. It is the lessee's responsibility to request 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 shall not have or set off Fireworks. Please no seeds or confetti inside the venue and no confetti outside. Seeds outside in grassy areas away from the venue.
- **NO OPEN FLAME** candles allowed. Only battery lighting candles may be used to help prevent fire hazards and wax damage to floors and surfaces.
- The furniture inside and around the facilities: Lessees may not alter its form in any way, however Lessees can move it and put it back where originally placed when the event is completed. Lessee shall be responsible for any damage done to furniture.
- Lessee is responsible for setting up tables and chairs, (unless paying extra fee for set up and/or restoration). When moving tables and chairs, please slide them gently across the floor to prevent damage to tables, chairs and/or floor.
- The Lessee is responsible for informing all caterers, food service providers, rental companies, and vendors that they are required to clean up all food, spills, dishes, and related materials used during the event. and to remove all the food from the refrigerator and the Facilities and to leave all areas clean upon completion of the event.
- 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 can take all used trash bags to the trash dumpster provided. Lessees can use the provided trash cans and trash bags.
- **Ponderosa Mountain Venue** does not assume responsibility for any items left on the property before or after the event by the Lessee, guests, or vendors. rental companies, caterers, or other invitees.
- **Children** under the age of 12 must be **accompanied** by an adult in all venue locations.
- Quiet time starts at **11:00 PM** for overnight rentals.
- **NO LATE NIGHT PARTIES** at the Venue, at the cabin and/or at the Meadow View Guest House.
- Use sparklers on the driveway only off grassy areas.
- After the outside ceremony, use of real petals is preferred.
For fake petal use, immediate pick up and trash of all fake petals.
- **NO Confetti** of any sort at venue
- There is absolutely **NO illegal or NO recreational drug** use or consumption at the Venue

Alcohol, Drug and Behavior Policies

Under no circumstances may persons under the age of twenty-one (21) consume alcohol at the Venue. Additionally, **Ponderosa Mountain Venue** reserves the right to refuse alcohol service to anyone, whether or not intoxicated. Client(s) shall not sell or distribute alcohol at the Venue at any time, except through vendors approved by **Ponderosa Mountain Venue**. Client agrees to ensure alcoholic beverages are consumed in a lawful and responsible manner. **Ponderosa Mountain Venue** reserves the right, in its sole discretion, to expel anyone who in its sole discretion is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of **Ponderosa Mountain Venue** or the safety of its staff, guests or building contents.

If alcohol is to be served at any Event, Lessee agrees that all alcoholic beverages must be poured and served exclusively by a **professional, licensed, and insured bartending service** approved by the Lessor. Guests are not permitted to serve themselves or consume alcohol that is not managed by the designated bartending service.

Ponderosa Mountain Venue is not responsible for any injury, damage, or loss arising from alcohol consumption or the use of drugs or other substances. The Lessee assumes full responsibility for any such injury, damage or liability caused by Lessee, guests, or invitees.

Belittling remarks or any type of physical violence will not be tolerated, and could be cause for immediate expulsion from Venue.. Client agrees that owners reserve the right, in its sole discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of the Venue or the safety of its staff, the Client, invited guests or Venue contents.

INSURANCE POLICY

Wedding insurance is highly recommended. It is a type of special event insurance designed to help protect against financial losses related to the event and may include coverage for property damage, medical expenses, and liability. Optional coverages can be added to meet specific needs, While not legally required, many venues require liability insurance as part of their rental terms.

INCLUDED IN THE RENTAL

- 13,000 square feet under roof (9,500 square feet is temperature controlled)
- Maximum Capacities:

Outdoor Ceremony Spaces:	250	Upper Indoor Reception Space:	250
Lower Indoor Reception Space:	75	Lower Outdoor Reception Space:	75
- The venue is 3 stories with approximately 2000 square feet designated for the bridal area.
- 5 different locations at the Venue are available for a ceremony location.

- In addition, there is a 650 square feet space for groomsman quarters and a game area in the Western building Featuring a pool table foosball table TV and space for relaxing and socializing.
- **Ponderosa Mountain Venue** offers a scenic location of the Arkansas mountain backdrop and a unique view of the West Fork White River.
- **Ponderosa Mountain Venue** provides 30 sixty-inch round tables, 10 cocktail bistro tables, 15 eight-foot (30-inch width) rectangular tables, 260 indoor chairs, 180 outdoor chairs and 30 benches seating approximately 6-8 people each.
- **Ponderosa Mountain Venue** provides access to available decor items located in the decor room for use during the event. Please ask for use.
- Lessee shall be responsible for the cost of replacing any lost or damaged decor items used, at current market value, including applicable taxes and shipping costs.

PAYMENT AND CANCELLATION

- **Rental Fee:** The total Rental Fee is based on the selected event date, package, and any additional services requested by Lessee, as outlined in this Agreement. All applicable taxes are additional and not included in the Rental Fee.
- **Reservation Fee:** A \$1,500 (or \$1,000 for a weekday) non-refundable reservation deposit is required at the time of booking to secure the Event date. This deposit is applied toward the total Rental Fee.
- **Setup and Cleaning Deposit:** A separate \$500 cleaning and setup deposit is required at the time of booking. This deposit is specifically associated with pre-event setup and post-event cleaning responsibilities as outlined in the Cleaning section of this Agreement.
 - If Lessee does not qualify for waiver of cleaning responsibilities, the \$500 deposit will be retained by Lessor as payment for pre-event setup, post-event teardown, and cleaning services.
 - If Lessee completes the majority of required cleanup responsibilities, the \$500 deposit can be waived and not charged.
 - If Lessor provides full setup, teardown, and cleaning services, the \$500 deposit will be applied toward those services.
- **Payment Schedule:** Payments shall be made as follows:
 - **Upon booking:** \$1,500 reservation deposit + (\$500 cleaning/setup) deposit due
 - **180 days prior to Event Date:** 50% of remaining Rental Fee due
 - **90 days prior to Event Date:** Remaining balance due in full
 - All payments must be made in accordance with this schedule unless otherwise agreed in writing by the Lessor.
- **Cancellation Policy:** All cancellations must be submitted in writing.
 - **Cancellation more than 180 days prior to Event Date:** Refund of all amounts paid, excluding the \$1,500 (or \$1,000) non-refundable reservation deposit.
 - **Cancellation between 90 and 179 days prior to Event Date:** 50% of the total Rental Fee retained by Lessor.
 - **Cancellation less than 90 days prior to Event Date:** All payments are non-refundable.

- **Force Majeure:**

- In the event of a Force Majeure occurrence (including but not limited to severe weather, natural disasters, fire, flood, utility failure, government restrictions, or public health emergencies), the primary option shall be to reschedule the Event to a mutually agreeable date.
- If the parties are unable to agree on a reasonable alternative date, Lessor and Lessee shall negotiate in good faith a fair and equitable partial refund, taking into account costs incurred and circumstances of cancellation or postponement.

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 (statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, invitees, or representatives, in, on or about the Facility, except to the extent caused by the negligence, gross negligence, or willful misconduct of Lessor, its officers, agents, or employees. This indemnity shall survive the termination of this Agreement. Each party hereby releases the other party from any liability or responsibility for any loss or damage to equipment or property covered by any insurance then in effect.

AS-OF THE DATE OF EXECUTION OF THIS AGREEMENT

The Lessor agrees to maintain the Facility in substantially the same or better condition, repair, and cleanliness from the date of this Agreement through the conclusion of the Event Date, with all major systems (including heating, ventilation, air conditioning, plumbing, and electrical) in good, fully operational working order.

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, upon providing written notice of default to Lessee, terminate this Agreement if Lessee fails to cure such default within seven (7) days of receiving said notice (or immediately if the default occurs less than seven (7) days prior to the Event Date). Upon valid termination after notice and failure to cure, Lessor may peacefully recover possession of the Facility in accordance with standard

legal remedies under Arkansas law, and Lessor may recover from Lessee all actual, documented damages incurred by reason of such breach

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other areas of the property by Lessor or others. Lessee's use of the Facility shall not result in any additional maintenance repair or operating costs to the Lessor beyond normal wear associated with the event.

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 the reasonable, documented cost of such damage, repairs, or replacements within 30 days of receiving detailed itemized receipts and photographic evidence from the Lessor, excluding ordinary wear and tear.

RIGHT OF ENTRY

The landlord reserves the right to enter and access the Facility at any time during the Event for purposes of inspection, maintenance, safety, enforcement of this Agreement, or in the event of an emergency. Lessor shall make reasonable efforts to avoid disrupting the Event when exercising this right.

OTHER INFORMATION

- Park only in designated parking areas..
- **Ponderosa Mountain Venue** has a NO pet policy. Some exceptions may be made with prior notification. Service animals, as defined under the Americans with Disabilities Act (ADA), are permitted on the premises. Emotional support animals and pets may be restricted in accordance with venue policy.
- **Ponderosa Mountain Venue** (Lessor) shall not be liable for any injury, loss, or damage to persons or property occurring on the premises, except to the extent caused by the negligence, gross negligence, or willful misconduct of Lessor, its owners, agents, or employees. Lessee assumes full responsibility for the security and safekeeping of all personal property belonging to Lessee, guests, invitees, vendors, or contractors. The Lessor shall not be responsible for any loss, theft, damage, or destruction of such property, regardless of cause, except as otherwise provided herein.

RENTAL FEES:

Single Day Weddings

- Peak Saturday (Includes April, May, June, September, October, November) - \$5,200
- Peak Friday or Sunday (Includes April, May, June, September, October, November) - \$4,700
- Off-Peak Saturday (Includes January, February, March, July, August, December) - \$4,400
- Off-Peak Friday or Sunday (Includes January, February, March, July, August, December) - \$4,000

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 11:00 the final day of your event. Essentially, you're adding a second day to your reservation. Rehearsal Reservation: \$1,500
- Three-Day Weekend Packages \$8,500- 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 11:00 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 package choices for 3 Days (Th/Fri/Sat or Fri/Sat/Sun).

Monday/Tuesday/Wednesday/Thursday Rentals - (\$1,000.00 Deposit)

- \$3,000 1 day.
- \$4,000 If renting two days (ie: Mon/Tues or Wed/Thur, price \$2,000/day).
- **Other Event Rental Fees:** If available and for an additional fee, Ponderosa Mountain Venue offers a two-story cabin with two porches (approximately 1,400 square feet total) for rental of \$600 for 2 nights, as well as two RV sites on the property. \$100 per site/night

DATES /TIMES OF PERMITTED USE

Access to the facility for the Event will commence at 8:00 AM on the day of the Event and will end at 11:00 PM the same day unless rented for one additional day at the price of \$1,500.00.

Note: Quiet hours begin at 10:30 PM. Lessee and all guests must vacate the premises no later than 11:00 PM on the final day of the reservation. A \$500.00 Fee may apply for noncompliant guests to the Lessee.

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. This Facilities Rental Agreement ("Agreement"), is entered into on _____ (today's date) by and between the *Ponderosa Mountain Venue*, at 470 West TopKick Trail, Fayetteville, AR 72701 *Ronnie and Denise Cartwright* ("Lessor") and _____ ("Lessee")

of _____ (address),
_____, (City) _____ (State & Zip Code).

Cell Phone(s): _____ and _____

Name of individuals to be married, if different from Lessee above:

_____ and _____

Cell Phone(s): _____ and _____

A contact name and cell number of person(s) to contact during event:

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).

SIGNATORIES

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

Signature of LESSOR(S), *Ponderosa Mountain Venue* :

_____ and _____

Signature of LESSEE(S):

_____ and _____

Signature Individuals getting married if not LESSEE(S):

_____ and _____

Event Order Form and Payment Plan

Guest House Date Check in: _____ Check Out: _____

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Ponderosa Mountain Venue

Event Set-up Details

Event Name: _____

Date(s) of Event: _____ Day(s) of the week: _____

Ceremony Location:

Outdoor

- ☐ Gazebo
- ☐ Between the Pines
- ☐ Downstairs on Patio
- ☐ Other: _____

Outdoor

Number of chairs _____
Number of benches _____

Indoor

- ☐ Main Hall upstairs with windows
- ☐ Downstairs with garage door
- ☐ Other: _____

Reception Location:

- ☐ Main Hall
- ☐ Downstairs (Indoor)
- ☐ Downstairs (Indoor/ Outdoor Combo)
- ☐ Other: _____

Number of Round Tables: _____ Number of Chairs at Each: _____

Number of Rectangle Tables: _____ Number of Chairs at Each: _____

Number of Cocktail Tables: _____

* Attach a floorplan

Rehearsal Location:

- ☐ Main Hall
- ☐ Downstairs (Indoor)
- ☐ Downstairs (Indoor/ Outdoor Combo)
- ☐ Other: _____

Number of Round Tables: _____ Number of Chairs at Each: _____

Number of Rectangle Tables: _____ Number of Chairs at Each: _____

Number of Cocktail Tables: _____ * Attach a floorplan

Other Related Events: _____

- ☐ Main Hall
- ☐ Downstairs (Indoor)
- ☐ Downstairs (Indoor/ Outdoor Combo)
- ☐ Outdoor: _____
- ☐ Other: _____

Number of Round Tables: _____ Number of Chairs at Each: _____

Number of Rectangle Tables: _____ Number of Chairs at Each: _____

Number of Cocktail Tables: _____

* Attach a floorplan if paying for floor

Ponderosa Mountain Venue

REQUIRED CLEANING & SAFETY CHECKLIST (FOR DEPOSIT COMPLIANCE)

This checklist outlines the minimum required responsibilities for Lessee to qualify for return/waiver of any applicable cleaning or setup deposit. All items below must be completed prior to vacating the premises.

1. REQUIRED CLEANING RESPONSIBILITIES

Trash & Waste Removal

- ☐ All trash from inside the venue has been collected and placed in designated trash receptacles
- ☐ All outdoor trash and debris from event areas has been picked up
- ☐ All trash bags have been securely tied and placed in the provided dumpster
- ☐ Venue-provided trash cans have been used and returned to proper locations with liners replaced (if applicable)

Food & Beverage Cleanup

- ☐ All food, beverages, and catering items have been removed from the venue
- ☐ Remove food that has been left in refrigerators, prep areas, or common spaces
- ☐ All catering equipment, serving dishes, and vendor materials have been removed

Tables, Chairs & Furniture

- ☐ All tables and chairs have been cleaned (if used)
- ☐ Tables and chairs have been returned to their original storage or setup locations (unless otherwise directed by staff)
- ☐ Return all furniture from outdoors unless designated by venue staff

Floors & Surfaces

- ☐ All floors have been swept and cleared of debris
- ☐ All visible spills have been cleaned up
- ☐ All surfaces, counters, and common areas have been cleared of personal items and décor
- ☐ Remove all tape, adhesive, and/or décor materials from on walls, floors, or furniture

Personal Property & Décor

- ☐ All personal belongings have been removed from the venue and returned to room
- ☐ All decorations, signage, florals, and event materials have been taken down and removed
- ☐ All belongings of Lessee, guests, or vendors shall be removed from property

2. OUTDOOR AREAS

- ☐ All outdoor event areas have been cleaned of trash, décor, and personal items
- ☐ Clear all walkways, patios, and guest-access areas of debris/trash/flower petals
- ☐ Any rented or brought-in items have been fully removed from the property

3. SAFETY REQUIREMENTS

General Safety

- ☐ All spills (food, drinks, or other liquids) have been cleaned immediately and prior to departure
- ☐ Floors have been checked to ensure they are free of slip hazards
- ☐ No open flames, candles, or fire hazards remain on site

Venue Condition

- ☐ All exits and pathways are clear and unobstructed
- ☐ Report all broken items, hazards, or unsafe conditions
- ☐ Venue has been left in a condition safe for immediate use or inspection

4. FINAL CLOSEOUT REQUIREMENTS

- ☐ All guest, vendor, and rental items have been fully removed
- ☐ All lights, equipment, and appliances have been turned off (if applicable)
- ☐ All doors and access points have been secured as instructed
- ☐ Lessee has completed a final walkthrough of the property

5. COMPLETION ACKNOWLEDGMENT

By vacating the premises, Lessee acknowledges that all required cleanup and safety responsibilities have been completed in accordance with the Venue Agreement and understands that failure to meet these requirements may result in partial or full forfeiture of the cleaning/setup deposit.