

Cossatot River Wilderness Lodge & Cabins LLC

Rental Policies

Please read your vacation rental agreement carefully before you begin your vacation. Any monies received by Cossatot Wilderness Lodge and Cabins for occupancy of vacation property indicates the acceptance of the terms of our vacation rental agreement in full. All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to rental.

AGE REQUIREMENTS: You must be 21 years of age or older to rent any of our vacation rentals. The registered guest must meet the minimum age requirement and be occupying the rental.

OCCUPANCY: Local fire codes have established maximum occupancy for your vacation rental. Over occupancy is considered a serious violation of your rental agreement and you will be asked to vacate the property immediately. Children are counted in total occupancy unless they are under the age of two (2). We do not charge a per-person rate.

FALSIFIED BOOKING: If a reservation is made under false pretense, including, but not limited to, a falsified name, age, or size of party, the guest will be subject to immediate cancellation of the reservation, or removal from the vacation rental, and forfeiture of all amounts paid.

NO GROUP OR EVENTS: No parties, receptions, large gatherings, weddings, or similar events are permitted without prior written authorization. Complaints of excessive noise or any other unlawful activity may result in immediate eviction from the premises. The entire amount of any rent, fees, and deposits will be forfeited if the guest is evicted.

PAYMENTS: An initial 50% payment of the total reservation amount is required to reserve your vacation rental for reservations arriving outside of 10 days. The final balance is due 10 days prior to the scheduled arrival date. The final balance will be automatically charged to the Credit Card on file if no other payment arrangements have been made. If full payment is not made, the reservation will be canceled, and no monies will be refunded. Rates are subject to local and state sales tax. We accept all major credit cards.

CANCELLATION PROMISE: Our Cancellation Promise is an optional fee (\$50.00) that enables you to receive a full refund, less the Cancellation Promise amount if you need to cancel your reservation. To receive the refund, you must cancel the reservation at least 14 days prior to arrival. In the event this is not purchased at the time the reservation is made, there shall be absolutely no refunds or cancellations whatsoever.

REFUNDS: We have taken great pride in our cabins and have tried to equip them with amenities to make your stay more enjoyable. Unfortunately, we cannot refund money or relocate guests due to any of these (TV, VCR, DVD, small appliances, etc.) not working or malfunctioning. No refunds will be made for acts of God, loss of electrical power, water, air conditioning, or cable outages. In the event of a mechanical failure, we will make every effort to have all reported malfunctions corrected as promptly as possible. All our properties are privately owned. Descriptions, bed sizes, amenities, and names of cabins are subject to change without notice.

NO CHANGE FOR PANDEMIC OR OTHER DISRUPTIONS: For the purpose of clarification and avoidance of doubt, no declaration of a pandemic or other declaration or governmental order restricting travel or access shall alter the terms of this Agreement.

CHECK-IN PROCEDURES: Check-in begins any time after 3:00 pm CST. Due to the possibility of unforeseen circumstances, and/or particularly heavy arrival dates, we do not guarantee a 4:00 pm CST check-in time. It is possible that check-in times could be delayed. We ask for your patience and suggest you have alternate plans for a few hours in case your vacation rental is not ready at the targeted time. You will receive the map and keycode to your vacation rental two

(2) days prior to your arrival, provided that all documents and credit card receipts have been signed.

CHECK-OUT PROCEDURES: Check-out time is 10:00 am CST and is strictly enforced unless prior arrangements have been made. Any guest who does not vacate the vacation rental at 10:00 am CST will be assessed a late check-out fee at the rate of \$30.00 per hour. The check-out procedures are simple:

- Place all dirty dishes in the dishwasher and start it or wash by hand.
- Place all trash in the outside receptacles.
- Turn off all lights and small appliances.
- Set the thermostat to 65 degrees in the winter months and 75 degrees during the summer months.
- Dispose of ALL food and drinks from the cabinets and refrigerator.
- Place all used towels, hand towels, and washcloths in the main floor bathroom tub.

VACATION RENTAL ACCESS: In the event of an emergency, Agent reserves the right to access the vacation rental at any time. We will attempt to notify you should we need to do so, but if we are unable to reach you, we reserve the right to enter the property.

PET POLICY: Cossatot River Wilderness Lodge and Cabin allows a maximum of two dogs and a maximum weight per dog of 40 pounds. Even though the unit is pet-friendly, no pets may occupy the cabin unless you have registered your dog with the property owner. A non-refundable pet-fee of \$75.00 plus tax per pet that will be collected during booking. The pet fee does not include any additional clean up services. You are required to clean up after your dog inside/outside of the cabin. Absolutely NO other animals are allowed. Any unauthorized pet on-premise shall result in automatic forfeiture of all monies paid, immediate eviction without refund, and a fine of no less than \$200.

The pet fee covers entry to the property and does NOT cover any of the following:

- Urine on floors, carpet, linens, furniture, etc.
- Scratched floors, walls, doors, trim, furniture, etc.
- Damage to carpet, rugs, blinds, or any other items in the property
- Excessive pet hair and slobber
- Extra cleaning and flea treatments

SMOKING: Smoking is not permitted inside any of our vacation rentals. Please do not discard cigarette butts on the property grounds. A cleaning fee of \$150 - \$750 will be assessed for any deviation.

POWER OUTAGES: Sometimes in the mountains we experience power outages due to passing storms. If you are staying in a vacation rental and experience a power outage and the rental is on a well, you will not have water until the power is restored, as wells require electricity to work. Having an extra gallon or two of water available is always a good idea. Being prepared can make all the difference. If you do experience a power outage during your stay you may contact our office. Or for faster service, you can contact the Rich Mountain Electric Company at (479)394-4140 to report the problem and obtain more information.

WILDLIFE & PEST CONTROL: Your vacation rental is treated yearly for insects. Unfortunately, on occasions, these creatures still find their way indoors. While we cannot refund any money for insects(flies), should it arise, we will take the appropriate measures to correct the problem. In the Ouachita National Forest there are several different animals and wildlife species you may encounter. It is imperative that you DO NOT FEED ANY ANIMALS you encounter. Feeding the animals directly or by not securing your trash can result in bodily injury or death.

LIABILITY: The guest agrees that all personal property on the Premises shall be at the risk of the Guest. Owner shall not be liable in any manner for loss due to theft or damage sustained by fire or water, however so caused, or by any other cause to Guest's personal property. Guest shall be responsible for the cost of repairing the Premises and/or any property that is damaged during Guest's occupancy of the Premises, ordinary wear and tear excepted.

Owner shall not be liable for claims, demands, causes of action, judgments, attorney's fees, costs, and expenses arising from or connected with Guest's use

or occupancy of the Premises or that Premises adjacent thereto; nor claims, demands, causes of action, judgments, attorney's fees, costs and expenses for property damage, bodily injuries or death suffered or caused in or about said Premises or the premises adjacent thereto, resulting directly or indirectly from the acts or neglect of Guest.

Additionally, the Owner shall not be liable should items be left behind in the vacation rental after the Guest's stay. The owner will attempt to return items, at the cost of the Guest, should they be located, however, no guarantee is made..

FIREARMS, WEAPONS, and AMMUNITION POLICY: Because of the risk of firearms being left behind, which poses an unacceptable risk for employees and future guests, we ask that you leave your firearm in your locked vehicles at all times. NO HUNTING IS ALLOWED ON THE COSSATOT RIVER WILDERNESS PROPERTY. No exceptions.

CRIMINAL AND OTHER ACTIVITY PROHIBITED: Use of the Property for any criminal activity or any activity that results in harm or nuisance to others is prohibited and may result in fines, penalties, or prosecution. This prohibition extends to use of the Property's Internet service, if any, for any such activity, including unlawful downloads of copyrighted or other protected material (including movies, music, software, or other material), or accessing or engaging in any unlawful material or activity.

EVENTS AND COMMERCIAL PHOTOGRAPHY: Structures events and commercial photography or filming are prohibited at the Property without our express written permission. (If approved, additional conditions and fees may apply.) For these purposes, "events" include without limitation parties, meet-ups, weddings, receptions, concerts and other similar ceremonies or events. No tents, canopies, or other structures may be erected on the Property.

INCLEMENT WEATHER / DRIVING CONDITIONS: We do not guarantee any road surface conditions. Most roads in our area are gravel, and curvy and steep. Some properties may have gravel drives or roads. Typically, these roads are maintained by the county but they may be bumpy at times. Road conditions and maintenance are not guaranteed. We do not issue refunds due to poor road conditions caused by the lack of maintenance by the owner or due to inclement weather or otherwise. You are responsible for your transportation. We cannot

provide any transportation for guests nor are we responsible for any towing charges you may incur during your stay.

VACATION RENTAL SUPPLIES: Each rental unit is provided with a complimentary STARTER supply of bed linens, towels, washcloths, toilet tissue, garbage bags, dishwashing liquid, and detergent for the dishwasher. WE DO NOT PROVIDE DAILY MAID SERVICE. We however do want you to enjoy your stay and if you do need any extra supplies please reach out to the owner.

SUGGESTED ITEMS TO BRING: Paper towels, beach towels for use at the river and, charcoal for the grill, aluminum foil, coffee filters, salt and pepper, coffee, plastic wrap, and extra blankets if more than one per bed is desired.

MAINTENANCE AND AFTER-HOURS EMERGENCY CALLS: The owner performs regular maintenance on all vacation rentals and makes every effort to keep all amenities in good working order. As in any home, appliances, A/C and heating units, water, electricity, satellites, fireplaces, etc. may malfunction on occasion. While we cannot offer refunds or discounts for such malfunctions, we will make every effort to correct any deficiencies as quickly as possible during regular business hours. Please report all maintenance issues immediately by contacting our work phone (479) 216 3412 / after-hours please call (479) 243 6128. Please be respectful that emergencies take precedence over non-emergency issues. We provide after-hours service for emergencies only, such as lack of power, heat, air, water, severe leaks, accidents, and cabin lockouts. For life-threatening emergencies please call 911.

DAMAGES AND EXCESSIVE CLEANING: The guest agrees to leave the vacation rental in an undamaged condition. Guests understand they are solely responsible for and assume all liability for any damages to the vacation rental during their stay. In the event of damage, theft, or the need for excessive cleaning, guests authorize the owner to charge a credit card on file to cover the expense to bring the vacation rental back to its original state during their arrival. If damages are considered excessive, we will contact our local police authorities to report the damages as vandalism. At this point, a police report will be recorded as this would now be considered a crime. Should the guest dispute the charges or the credit limit on the credit/debit card on file is not sufficient to cover the damages/theft/cleaning, the owner reserves the right to charge the guest with vandalism and/or pursue collection from the guest with the venue being in the county of Polk, in the state of Arkansas and/or pursue legal action for a criminal

offense. All reasonable attorney fees will be at the expense of the guest if collection becomes necessary. Any damages or problems not reported by guests upon arrival will be charged to the guest. Any accident or damage to a cabin or personal property must be reported within 24-hours of occurrence.

ARBITRATION: The guest agrees to settle any disputes and/or legal complaints arising under or related to this contractual agreement, through the process of arbitration. Guest agrees to waive the right to sue, participate in class-action lawsuits, and appeal. Furthermore, Guests agree to pay all costs, expenses, and attorney's fees, as allowed by law, expended, or incurred by Owner by reason of any default or breach by Guest of any of the terms of this rental contract.

EVICTION: Guests and their guests agree to adhere to local laws, rules, and regulations, to not disturb the peace, to keep the property in a clean and sanitary condition, and to comply with the no-smoking and pets rules. Guests are subject to immediate non-judicial eviction from the rental for the following reasons: (1) Smoking anywhere inside Premises; (2) Pets on the rental property, unless allowed with paid pet fee; (3) Violation of the illegal drug or activity provision; (4) Guests under the age of 21 years who are not related to Guest; (5) Complaints of noise, loud music, foul language, or otherwise disturbing of the peace; (6) Violation of any fire safety policy; (7) Destruction and/or damage of the Premises; (8) Failing to vacate the Premises by the aforementioned checkout date and time; or (9) For any reason the Owner or their Agent deems appropriate in order to maintain the safety and security of the Premises and surrounding areas. The entire amount of rent and security/damage deposit will be forfeited for violation of any of the foregoing reasons, regardless of whether the Guest is evicted.

CAUTION: THIS IS A RELEASE, WAIVER, AND SAVE HARMLESS AGREEMENT AND BY SIGNING THIS DOCUMENT YOU ARE RELEASING CERTAIN LEGAL RIGHTS AND CLAIMS. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE YOU HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND IT, AND INTEND TO BE BOUND BY IT.

By acknowledging and accepting this Agreement or otherwise accessing or using the Property, you agree to all term and conditions

_____ Date _____
Lessee

Cossatot River Wilderness Lodge Representative

Date _____