

THE BIG SKY AND WATERFALL CABIN SPECIAL EVENT CONTRACT

Thank you for your special event 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 operating, maintenance, and clean-up costs that occur with weddings, corporate retreats 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. (Please note that the Event Coordinator is **not** a wedding planner, offering assistance that is specific to your Buffalo Outdoor Center rental needs.)

It is the Renter's responsibility to read and understand our policies and rules, as well as share them with the members of your group. 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 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 and the policies found within this agreement. And, that you or any member of your party will indemnify and hold harmless Buffalo Outdoor Center (also referred to as BOC at times) 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.

GENERAL RENTAL TERMS

- Buffalo Outdoor Center agrees to rent both The Big Sky Cabin and the Waterfall Cabin to the Renter, and Renter agrees to rent The Big Sky and the Waterfall Cabin for the purpose of hosting the agreed upon event, in exchange for the total rental fee, event fee, and a refundable \$500 security/damage deposit.
- Confirmed reservations require this rental agreement to be signed and dated, accompanied by the **\$250 dollar event fee, along with a \$500 refundable security/damage deposit within 7 days of creating the reservation.** The non-refundable deposit(s) are 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.

ARRIVAL/DEPARTURE TIMES

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

GUESTS

There is a **maximum of 12 overnight guests in The Big Sky Cabin and 6 overnight guests in The Waterfall Cabin**. If the designated limit is exceeded, you will forfeit your entire deposit and may have additional fees applied. **Special events have a maximum capacity of 40 guests total (including the guest occupancy for the Big Sky Cabin and Waterfall Cabin)**. An estimated headcount is needed **2 weeks prior to event**. Due to limited indoor space we will need to be **notified immediately if the guest limit may be exceeded**. You may be required to rent tents and/or portable potties. If we are not notified of potential guest overage your group may be asked to leave forfeiting all monies paid.

ACTIVITIES

The Buffalo Outdoor Center Event Coordinator monitors event activities and has the authority to enforce rules and regulations of contract and Lodge event contract agreement. The Event Coordinator can terminate rental if Renter and/or any guest associated with the event does not honor contract or local law. Buffalo Outdoor Center owners or staff shall have the right to access and may be on the premises at any time for the purpose of inspection, supervision of buildings and grounds, security, management, or other purposes. 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 a.m. on day of departure.
- It is the responsibility of the Renter to move event equipment within the facility or on the grounds during the event unless such services are requested for an additional fee. PLEASE DO NOT MOVE INDOOR FURNITURE OUTDOORS NOR OUTDOOR FURNITURE INDOORS.
- Live bands may set up outside (not indoors due to space limitations). DJ's can set up indoors or outdoors. Loud music is subject to a 10 PM curfew in consideration of adjacent landowners.

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 the event. Care should be taken that no items fall into waterways and if so, please remove.
- 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 or other anchoring methods instead of stakes.
- Event Coordinator must be consulted before moving **any Big Sky furniture or décor** items. Furniture must be **picked up** and not dragged on wood floors. **PLEASE DO NOT MOVE INDOOR FURNITURE OUTDOORS NOR OUTDOOR FURNITURE INDOORS.**
- Parking area for guests is located on the gravel drive next to the Big Sky Cabin and Waterfall Cabin. **No parking on Big Sky Cabin or Waterfall Cabin lawns, please.**
- Children are to be supervised at all times. Guest understands and acknowledges not all areas on BOC property are considered "child-friendly."
- Event trash on deck, grounds, and in buildings must be bagged and removed to trash cans. Please separate recyclables when possible. Be sure to remove any signage that you may have placed at cabin driveway entrances or highway intersections.
- Failure to complete basic clean up will result in additional charges against the security damage deposit. Additional fees will be applied if extra days are needed for set up or vendor drop offs.
- Any BOC chair/table rentals should be stacked neatly and arrangements made to have all items removed by 10:00 A.M. on the day of departure.

MISCELLANEOUS POLICIES

- **Smoking** is strictly prohibited in either Cabin and within 10 feet of all entrances / exits. Please dispose of cigarette butts in containers provided on each cabin's deck.
- Should you need to purchase a large quantity of ice exceeding more than 20 bags for your event at the Buffalo Outdoor Center, we can assist you with an agreed upon amount prior to the event.
- **NO PETS are permitted on the grounds of or within either Cabin. Undisclosed pet(s) will result in a \$200+tax fee per pet, per night of your reservation.**
- **NO TENT CAMPING, OUTSIDE FIRES, OR RVS ARE ALLOWED ANYWHERE ON THE PROPERTY. (Aside from designated fire pits at the Big Sky or Waterfall Cabin.)**

CANCELLATION POLICY

Because of our remote location, The Big Sky Cabin is not a property that rebooks easily at the last minute. In order to cancel and avoid owing for your reservation (less the \$25 non-refundable deposit per night), please cancel 61 or more days out. If you cancel or reduce the reservation length less than 61 days out from date of arrival (90 days in holiday time frames), 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 Big Sky 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 verbal cancellations 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 account balance. This service permits you to cancel the Big Sky Cabin reservation without penalty, less your pre-paid deposit(s) of \$25 per lodge / per night, 30 days prior to the date of arrival for standard dates and 60 days prior to arrival for holiday dates. The “Cancel It Now” Cancellation Service must be purchased at the time of reservation and if used, all dates within the reservation must be cancelled. Your pre-paid deposit(s) and “Cancel It Now” fee are non-refundable. Important to Note: Please note that an email or phone message cannot be accepted as a form of cancellation; we must speak with you in person in order to assure that your cancellation has been received.

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.

SECURITY DEPOSIT / DAMAGES, cont/d.

- 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.

RENTER SIGNATURE: _____

PRINTED NAME: _____

DATE SIGNED: _____