

# Mountain Springs Cabins

## Reservation & Cancellation Policies & Procedures

This Nightly Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, Rick Davidson dba Mountain Springs Cabins, LLC, hereinafter referred to as MSC, pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

### OCCUPANCY

**You, the Guest**, hereby agrees that, at least one person 18 years or older is renting the cabin. **You agree that no more than the stated number of persons claimed during the reservation process, up to 6 maximum occupancy, shall be permitted on the Property at any time during the Rental Term, unless prior authorization is obtained;** all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

### BRINGING EXTRA GUESTS

**In order to keep our prices low, we charge our base rate for up to 2 persons, each additional person adds \$20 extra per night up to the maximum occupancy.** If you are unsure of the total number coming, book it for 2, notify us that more might be coming, then settle up with us while you're here by adding the number of guests per night they stay. If we detect additional occupants that have not been disclosed, we reserve the right to charge your card extra. **Call or text Rick on his cell, 870-577-7957 to report the extra guests immediately and to settle up before your departure.**

### CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. MSC shall use its best efforts to ensure the operation of all amenities in the Property. MSC shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible.

**Guest acknowledges that use of amenities such as campfire, fireplaces, decks, hiking trail and bluff line and the like may be potentially dangerous and involve potential risks, particularly with regard to children and such use is at the Guest's own risk.**

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

### PET POLICY

Mountain Springs Cabins are now Pet-Friendly for those responsible parents of well-behaved pets that promise to clean up after their pet and will repair/replace any damage that a mischievous pet may cause during their stay. A \$100 pet fee will be charged at time of booking. Service Animals will not be charged for their stay, credentials will need to be provided.

## **DEFAULT**

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred. Additionally, if any damages occur during the Guests' stay, it is agreed that a financial remedy will be given to put the property back in its original state.

## **ASSIGNMENT OR SUBLEASE**

**Guest is allowed to give their reservation to another party, with permission from the Agent.** The new party must first give all pertinent information to MSC and must agree to this same Rental Agreement and become the responsible party.

## **RISK OF LOSS AND INDEMNIFICATION**

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless MSC and it's agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold MSC harmless in all such cases.

## **RELEASE**

Guest hereby waives and releases any claims against MSC, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest whether in the cabin, on the hiking trail, at the waterfall and bluff area or anywhere on or near or adjacent to the Property, including any common facilities, activities or amenities. **Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.**

## **ENTRY AND INSPECTION**

**Owner of MSC reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property, ascertaining the maximum occupancy number has not been exceeded, no presence of pets, which are strictly prohibited, or such like.** If MSC has a reasonable belief that there is imminent danger or potential damage to any person or the property, MSC may enter the Property without advance notice.

## **UNAVAILABILITY OF PROPERTY**

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of MSC, MSC shall immediately return all payments made by the

Guest, whereupon this Agreement shall be terminated and Guest and MSC shall have no further obligations or liabilities in any manner pertaining to this Agreement.

### **REFUND POLICY**

**Refund shall be given in full prior to 30 days from the reservation, less a \$50 management fee, and a 50% refund shall be given within 30 days of the reservation.** However, the Guest can choose another party to come in their stead, or reschedule the reservation for another date, for up to six months.

### **CHECK IN and CHECK OUT PROCEDURES**

**Please text, 870-577-7957 or call/leave message for me, Rick, closer to the date, or on the date of your arrival and give me your ETA. For directions, the cabin is pinned in google maps under: [Mountain Springs Cabins](#) (Ponca Arkansas). Check in is at 3:00 p.m. and check out is at 11:00 a.m., if you need an early check-in, feel free to ask Rick, if there's no check-outs that morning, it might be allowed. Before leaving, straighten the cabin, wash and put away dishes, place all towels in the bathtub, otherwise, leave the cleaning to us. Text or call Rick at 870-577-7957 at departure.**

For complete details about the cabin, things to do, and the surrounding area, please take a moment to look over the [Guest Information and Resources link](#), either the online version found on our website, or the binder will be on the table with the key. **The cabin is fully equipped and stocked with everything you need except for food or charcoal for the grill**, we suggest you get it on your way to the cabin as its 20 miles from the nearest store. During spring, summer and fall months, be sure to bring your insect repellent as ticks and chiggers on the hiking trails are a concern. Watch for snakes on the hiking trails and at the bluff line. Again, these suggestions are found more in depth in our Guest Information Book. At any time, before during or after your stay, if you have questions, suggestions or need anything, please feel free to text Rick. During the reservation process, you'll be asked to check the box acknowledging that you've read this. That acknowledgement is considered your agreement with these terms.

Thank you, we appreciate your reservation and look forward to having you! ~Rick Davidson

## **Cancellation Policy**

**If a guest must cancel their reservation prior to 30 days before their reservation, a full refund shall be given, less a \$50 management fee, within 30 days of the reservation, a 50% refund will be given.** However, the Guest can choose another party to come in their stead, or reschedule the reservation for another date, for up to six months.