



**Fort Smith Riverfront RV Park, LLC
dba Riverfront RV Resort**

1701 Riverfront Drive
Fort Smith, Arkansas 72904
www.FortSmithRiverfrontRVResort.com

RESORT POLICIES AND RULES (the “Policies”)

To be posted at-all-times on the bulletin board and on the website.

ATV’s and Side-by-Sides: No ATV’s, Side-by-Sides, or other unlicensed motorized vehicles are allowed to operate within the Resort.

Cancellation: If a reservation is cancelled with less than a forty-eight (48) hour notice, a fee for one night will be owed.

Check-In Times: 1 PM for all campsites.

Check-Out Times: 11 AM for all campsites. Late checkouts are subject to availability and will require an additional fee. There are no refunds or credits for early departures. **NO EXCEPTIONS.**

Children: Parents and / or Guardians are fully liable for the acts, conduct, and safety of their children at all times. All unsupervised children under the age of 18 must be on their campsite by 10 PM.

Clotheslines, Hammocks & Pop-Up Tents: Not allowed within the Resort.

Code of Conduct for Guests, including Members of their Party, and their Visitors

- Our goal is to be a family friendly Resort. Resort inclusive culture welcomes everyone, and Resort **DOES NOT DISCRIMINATE** based on race, color, religion, age, gender, national origin, pregnancy, disability, military service, or other protected status.
- We **DO NOT TOLERATE** sexist, racial, or other unlawful harassment of any person.
- We **DO NOT ALLOW** threatening, obscene, unsafe, or offensive behavior, comments, jokes, or clothing.
- We **DO NOT ALLOW** drugs or illegal guns on the premises.
- We **DO NOT ALLOW** purposeful efforts to interfere with Resort customer service.
- **If safety is ever in jeopardy, police shall be called. Some examples are:**

- **THREAT** of violence
- Any aggressive or threatening **BEHAVIOR**
- Intentional **DESTRUCTION** of the Resort
- **DISRUPTIVE** behavior of a Guest or Members of their party or their Visitors
 - Continued **OFFENSIVE**, abusive, or obscene behavior after being asked to stop
 - **FIGHTS** or physical altercations
 - **REFUSAL** to calm down and leave after being asked to do so
 - **LOITERING** on the Resort and refusing to leave after being asked to do so
 - Purposefully **INTERFERING** with Resort's ability to serve Resort customers in a safe and timely manner

Construction: No construction of any type or of any structure or object is allowed.

Drones: No drones are allowed.

Drugs: The possession and use of illegal drugs on the Resort property is prohibited.

Electrical Generators: Running of generators is not allowed.

Firearms / Fireworks: For the safety of all persons, the display or use of firearms or fireworks is prohibited. Concealed carry of firearms or weapons is not allowed anywhere on the Resort.

Fires / Campfires: No open fires are allowed.

Freezing Weather: Guest must unhook their RV's water hose during freezing temperatures. Guest is responsible for any damage to Resort's water supply system due to freezing temperatures if this Policy is not followed.

Grills (for Cooking): Propane grills and griddles are allowed.

Guest: Any person that is using the facilities at the Riverfront RV Park including but not limited to any child of any person who has paid a fee to use the Resort or any invitee of a Guest using the Resort facilities as well as any person that accompanies the Guest such as a member of the Guest's family or a member of his or her party that is staying at the Resort ("Member").

Hoses and Hookups: All sewer connections must be properly fitted at both ends. Water connections and hoses must be free from leaks.

Laundry, Restrooms, and Showers: For Guest use only. Please help us keep these facilities clean, and please notify us if they need attention.

Locking: All vehicles and RVs should be locked. The Resort is not responsible for any lost or stolen items.

Mail and Package Deliveries: Resort does not accept mail and package deliveries.

Maybranch Creek / Boat Ramp / Arkansas River: No swimming or wading is allowed in Maybranch Creek. Watch for snakes when near the creek. Guests are required to clean up their mess at the fish cleaning station and wash off all fish parts and leave the fishing cleaning station in the same condition before their use so it is ready for the next Guest. The Arkansas River navigable channel has under currents and adjoins the Resort. Swimming in the river is not recommended and can be extremely dangerous. Use caution when on the river bank to prevent falls into the river. The Resort is not responsible for any losses incurred by swimming in the Arkansas River. The Boat Ramp is for Guest use only and is included in campsite rental. All other parties must obtain a permit for use from the office and pay a fee for use. Use of the Boat Ramp by any Guest or by any other party is at your own risk.

Parking: Parking is provided for one (1) vehicle at the campsite of your RV. DO NOT park in empty campsites. All Guests must park in designated areas. All vehicles MUST display the Resort-issued tag you receive at check-in at all times while in the Resort. This also applies to ALL Visitors. All Guests and all their Visitors must register at the office upon arrival. A resort fee will be charged for each Visitor and for each vehicle per day.

Pet Rules:

- Resort is pet friendly.
- Pets must be up to date on vaccinations
- Dogs must be always on leashes no longer than six (6) feet and attached to a Guest or Visitor
- Dogs may not be left unattended at any time.
- Excessive barking will not be tolerated and Guests or Visitors may be asked to leave. Dogs showing aggressive behavior or tendencies are not allowed, and you WILL be required to leave.
- Pets are not allowed in any Resort buildings or the pool area. This does not apply to a service animal.
- Resort provides “doggie bags” in its Dog Park. Guests and Visitors are required to clean up after their dog. Resort will charge a pickup fee of \$50.00 in the event management has to clean up after Guests’ and Visitors’ dog, per occurrence at any location on the Resort.
- NO fencing, kennels, or tethering allowed.
- A “service animal” is defined as an animal that has been especially trained to do work or to perform tasks for the benefit of an individual with a disability. Animals that ARE NOT trained to do work or perform tasks for the benefit of an individual with a disability, including animals that are used purely for “emotional support” ARE NOT service animals.
- Ark. Code Ann. § 20-14-304 provides:

Every individual with visual, hearing, or other disabilities has the right to be accompanied by a service animal especially trained to do work or to perform tasks for the benefit of an individual with a disability in or upon any and all public ways, public places, and other public accommodations and housing accommodations prescribed in § 20-14-303 and to be accompanied by a service dog as defined in Title II and Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as it existed on January 1, 2017, and shall not be required to pay any extra fee or charge for the service animal.

Plants & Patio Furniture: Not allowed within the Resort.

Policies: The Resort Policies and Rules as provided herein as well as Policies and Rules that are posted in the Resort itself. The Resort reserves the right to change Policies and Rules at any time.

Pool Rules: The pool is for registered Guests ONLY.

- There is no lifeguard on duty; swim at your own risk.
- In the event of an emergency immediately CALL 911.
- A first aid kit is in the Office.
- The pool is open from 10 AM until 9 PM. If the pool is covered then the pool is closed.
- The pool is 3.5' deep – NO diving is allowed.
- No alcohol of any type is allowed within the fenced pool area.
- Resort and its management assume NO LIABILITY for accidents or injury.
- Children under the age of 18 must be accompanied by an adult AT ALL TIMES.
- Children under the age of 10 shall require the presence of their parent or legal guardian.
- Resort reserves the right to restrict the use of the pool at any time.
- If lightning occurs within 5 miles of the pool, then the pool and pool deck is closed.
- All persons should take a shower before entering the water.
- Running or boisterous play is not allowed on the pool fenced area.
- Glass articles, sharp metal objects, and other hazardous objects are not allowed in the fenced pool area.
- Pets or any animals are not allowed in the fenced pool area except for service animals for the physically impaired.
- Persons with contagious or infectious health conditions are not permitted to patronize the pool.
- Games, tubes, and other water play equipment can be allowed with permission of the management and if properly supervised.
- Non swimmers of any age should exercise caution if electing to enter the pool.
- Street clothes and shoes are not allowed in the water.
- Children should not be allowed in the pool or wading pool with disposable diapers unless covered with plastic pants.
- Food or drink is prohibited in the pool water.
- Gum and tobacco are not allowed on the wet deck area.
- Use of the pool by persons under the influence of alcohol or drugs is prohibited.
- The management has the right to ask any Guest or Visitor to leave for non-compliance with the above rules.

Propane: 100-pound propane bottles are not allowed in the Resort.

Quiet Time: Quiet time is observed every night from 10 PM until 8 AM. Resort does not tolerate loud noises, fighting, abusive or obscene language, drunkenness, nor disturbing others.

Release and Waiver of Liability: To the extent permitted under Arkansas law, the Guest accepts camping privileges with the understanding that the Guest and all Members of the Guest's party or Visitors do hereby waive, release, and agree to hold harmless and to indemnify and defend Resort and its owners, officers,

employees from all liability for loss, damage, or injury to the Resort or person arising out of the use of Resort's facilities. This waiver, release, and hold harmless agreement is intended to be as broad as permitted under Arkansas law and apply to ALL users of Resort, including all portions of the Resort.

All facilities are used at your own risk. Resort equipment, apparatuses, and facilities are furnished solely for the convenience of Resort registered Guests. A person using such does so at their own risk.

Resort will not be responsible for accidents, injuries, or loss of property by fire, theft, wind, flood, rain, or act of God. Any damage and / or loss to the campsite, other Guests or facilities by any Guest or Member of Guest's party or Visitor of Guest shall be the responsibility of Guest.

We reserve the right to refuse service to anyone.

Refunds and Credits: No refunds or Resort credits are permitted; NO EXCEPTIONS.

Resort: Fort Smith Riverfront RV Park, LLC, doing business as ("d/b/a") Riverfront RV Resort.

Roadway Safety and Navigation: We suggest you download the "IDrive Arkansas" APP.

RV Campsites: Resort reserves the right to assign campsites. Tents are only allowed on the designated "tent" campsites.

RV Repair: If you need repairs done to your RV, please check with the office for a list of mobile local repairmen. All vendors coming onto the Resort must have current liability insurance on-file with Resort naming Resort as an additional insured. All repair work must be completed with-in four (4) or less hours. No other vehicle maintenance is allowed on Resort.

RV Requirements: All RV's must be owner occupied, well maintained, in good operating order, and clean and must meet NFPA1192 standards. Any RV older than 10 years must be pre-approved by Resort Office.

RV and Vehicle Washing: Not permitted on Resort.

Smoking and Alcohol: All Resort buildings, pavilions, and pools are non-smoking. Please dispose of butts in proper receptacles. Arkansas drinking age applies. No excessive drinking will be permitted nor tolerated.

Speed Limit: 5 MPH is strictly enforced for all vehicle types and transportation devices ("vehicles"). All vehicles must stay on paved roadways and drives.

Store: During Resort normal hours of operation, Resort offers the sale of supplies in the General Store. The Resort has a no cash policy. We gladly accept credit or debit cards.

Trash: Resort offers curbside trash pickup every day. Please place trash in tied plastic bags, in front of your RV or Tent BETWEEN 8 AM AND 10 AM. Do not leave trash or other garbage outside of these hours as Resort does have wildlife "Visitors" in Resort area.

Truck Campers and Toppers: Not to be removed from the vehicle at any time.

Vandalism: Anyone destroying Resort property will be prosecuted. Parents and Guardians are responsible for the safety and action of their children.

Visitor: Any person that is at the Resort to visit another Guest or at the request of a Guest. Visitors are welcome, but are required to check in and pay the applicable resort fee with the office prior to visiting your campsite. A resort fee is charged for each day. Guests are responsible for their Visitors and any damage caused by them. Please share Resort Policies with them. A Visitor failing to comply with Resort Policies will be asked to leave and further barred from the Resort. Visitor **MUST** always **DISPLAY** the vehicle tag they received at check-in while in the Resort. Guests may be asked to leave if their Visitor is not abiding by Resort Policies.

Waste: No dumping of any type of liquid or substance that contains oil, gas, paint, or another other toxic type matter at the Resort. Only gray water must be dumped via a proper, non-leaking, connection to the sanitary sewer inlet provided at the campsite.

Wi-Fi: Wi-Fi is generally available throughout the Resort. Resort **DOES NOT** guarantee full-time Wi-Fi service.

Winds: Always secure awnings, roof vents, and all loose objects.

As a registered Guest of the Resort, you acknowledge and agree to abide by these Policies.

*Resort reserves the right to amend, revise and add to the Resort Policies and Rules AT ANY TIME.
No refunds or camp credits are permitted. NO EXCEPTION.*