

# **Mountain Lodge Unit Owners Association (MLUOA)**

## **Policy for Occupancy Management (G-101-0)**

**SUBJECT:** Policy for Occupancy Management.

**PURPOSE:** To increase efficiency of Mountain Lodge (ML) staff operations, in light of the growing number of non-Snowshoe managed properties within ML, and in light of the additional wear and tear caused by rental activity within ML

**AUTHORITY:** The MLUOA Declaration, MLUOA Bylaws, and the Uniform Common Interest Ownership Act of West Virginia.

**EFFECTIVE DATE:** December 1st, 2018.

**RESOLUTION:** The MLUOA hereby adopts the following Policy:

- 1) The following definitions apply to this MLUOA policy.
  - a. Rental Guest – An occupant of a ML condo who paid for use of the condo on a for-profit basis.
  - b. Booking – A notification of an occupancy in a ML condo.
  - c. Booking Agent – A third party designated by a ML owner, wherein the third party has ML owner-delegated authority to manage occupancy in the owner’s condos.
  - d. ML Management – The following five positions: General Manager, Office Manager, Housekeeping Manager, Assistant Housekeeping Manager, and Night Manager.
- 2) Each owner or the Booking Agent will submit any Bookings for ML condos through an online Property Management System (PMS), designated by the MLUOA Board. The following exceptions apply:
  - a. The MLUOA Board retains sole authority to approve long-term, no cost exceptions for submitting Bookings through the PMS.
  - b. Long-term, no cost exceptions for submitting Bookings through the PMS may be approved based on the following combination of criteria:
    - i. Volume of ML condos managed,
    - ii. Impact to ML revenue, and
    - iii. Historical relationships and cost of change implementation.
- 3) The online PMS is the ML database of record for determining occupancy and occupancy-related fees.
  - a. ML will only permit parking lot access to individuals whose names are entered in the PMS for the applicable time period.
  - b. ML will only issue keys to individuals whose names are entered in the PMS for the applicable time period.
- 4) Individual owners must sign a statement of intent prior to ML accepting any Bookings from that owner. The statement of intent will identify if the owner intends rental use and, if so, whether the owner will submit the Bookings. If not, the owner will provide the Booking Agent’s name and contact information. The statement of intent will identify applicable fees, penalties, and governing documents that apply to owner use and/or rental of a ML condo.
- 5) ML Management may impose an Improper Booking Fee for improper bookings that adversely impact the ML staff, owners, or other ML guests.
  - a. The maximum Improper Booking Fee is published on the list of ML fees.
  - b. Upon ML request, the owner is responsible for remitting this fee and all applicable Sales and Use Taxes to the MLUOA .
  - c. The Improper Booking Fee is limited to the following demonstrable instances:
    - i. Guests arriving (reservation must state all guests staying in the unit booked) with a verifiable confirmation from the owner or owner’s representative that is in conflict with the PMS booking of record, with no verifiable exception granted by a ML employee, or

- ii. Guests arriving with a verifiable confirmation from the owner or Booking Agent that is in conflict with codified ML policy or procedure, with no verifiable exception granted by a ML employee, or
  - iii. ML taking corrective action, due to guest inability to reach the owner or Booking Agent, to address guest concerns that are outside ML responsibilities and within the owner's or Booking Agent's purview.
  - d. Nothing in this policy prohibits MLUOA from pursuing full remuneration from the owner or owner's representative in the event the maximum Improper Booking Fee is insufficient to cover MLUOA costs.
  - e. The MLUOA Board may disable online access to the PMS for accounts that receive three or more Improper Booking Fees in any 12-month period.
- 6) ML will collect a Check-In Fee for all Rental Guests who check-in at the ML front desk.
- a. The Check-In Fee amount will be published on the list of ML fees.
  - b. The owner is responsible for remitting this fee and all applicable Sales and Use Taxes to the MLUOA.
- 7) ML will collect an Amenity Fee for all Rental Guests.
- a. A nightly Amenity Fee will be published on the list of ML fees.
  - b. The MLUOA Board may impose additional Amenity Fees for long-term rentals that incur additional common expenses.
  - c. Unless otherwise approved by the MLUOA Board, the owner is responsible for remitting this fee and all applicable Sales and Use Taxes to the MLUOA.

**PRESIDENT'S CERTIFICATION:** The undersigned, being the President of the MLUOA, certifies that the EB adopted the foregoing Policy at a duly called and held EB meeting on the 29th day of September, 2018 and, in witness thereof, the undersigned has subscribed his name.



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