

Mountain Lodge Unit Owners Association (MLUOA) Release of Liability Agreement and Pet Application Form

INSTRUCTIONS:

1. ***Prior to bringing any pet into the Lodge***, Mountain Lodge (ML) Unit Owners will:
 - Complete the “Unit Owner and Pet Information” section of this form (except for the pet tag number), then submit the form (in person or via email at gm@snowshoemtnlodge.com) to ML management.
 - Submit for each pet (up to two) a current photo, a current vaccination record, and a \$50 “tag fee” for the one-year interim period.
 - Review and understand the “Restrictions” and “Enforcement” sections of this form, then print and sign your name in the “Compliance Pledge” section of this form to attest to your understanding of (and agreement to comply with) the restrictions and enforcement, and to indemnify MLUOA and hold it harmless against loss or liability of any kind arising from incidents related to your pet(s).
 - Ensure each pet has the appropriate ML-issued pet tag displayed *at all times in the Lodge*.
2. For unit owners who turn in this properly completed/signed form, ML management will:
 - Provide a copy of the “*Interim Policy on Unit Owners’ Pets (G-102-0)*.”
 - Collect and catalog this form, along with a current photo, a current vaccination record, and a \$50 non-refundable “tag fee” for each pet named on this form. *Record the date of receipt on page 3.*
 - Issue the unit owner a pet tag for each pet named on this form, being sure to note the issued tag number(s) on this form in the “Unit Owner and Pet Information” section.
 - As necessary, catalog and monitor individual infractions by unit owners and their pets, and issue warnings or revoke privileges in accordance with MLUOA policy directives.

UNIT OWNER AND PET INFORMATION:

Unit Owner Name(s): _____ Unit #: _____

Pet #1

Name: _____ Species: (dogs only) Breed: _____

Color(s): _____ Pet Tag Number: _____

Pet #2 (if applicable)

Name: _____ Species: (dogs only) Breed: _____

Color(s): _____ Pet Tag Number: _____

RESTRICTIONS:

1. Pets shall not be kept, bred, or used for any commercial purpose.
2. Pets must be kenneled or removed from the condo prior to Mountain Lodge staff entering.
3. Pets are not allowed in the common areas of Mountain Lodge, except for purposes of direct transit, and at no time may be on any furniture in the common areas of Mountain Lodge.
4. Pets must be confined to the unit owner's condo and must not be allowed to roam free or be untethered. Pets must not be left unattended on decks. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Unit owners may take their pet into and out of the Lodge only via any ground-level access points, or their deck, as applicable.
5. Unit owners who walk their pets are responsible for immediately cleaning up after their animals and discarding securely-bagged pet droppings only in exterior public waste cans.
6. Unit owners shall not use public laundry facilities to launder pets' bedding, blankets, etc.
7. Unit owners are responsible for any damage caused by their pets to common or public areas. Any damage caused by cleaning chemicals, or other such materials used to remedy said damage is also the full responsibility of the unit owner whose pet is involved.
8. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their condos in accordance with current Mountain Lodge policy and federal law.
9. Unit owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pets or incidents related to their pets.
10. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this policy include but are not limited to:
 - **Pets whose unruly behavior causes personal injury or property damage.**
 - Pets whose noise results in a complaint to the staff.
 - Pets in common areas who are not under the complete physical control of a responsible human companion, in a pet carrier, or on a hand-held leash of no more than **SIX** feet in length.
 - Pets who relieve themselves on common area floors, walls (interior or exterior), or any other human-manufactured objects.
 - Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - Pets who are conspicuously unclean or parasite infested.

ENFORCEMENT:

1. Any unit owner or Mountain Lodge staff observing an infraction of any of these rules shall make management aware of the situation. Management, at their discretion, will issue the involved unit owner a written notification of the infraction and will explain the implications for that infraction, based on the history of infractions involved with the involved pet.
2. Unit owners will receive one “warning” notification if they or their pet is involved in any of the infractions enumerated in items 4.A.-4.J. above. If management issues a second written notification for any of the infractions enumerated in items 4.A.-4.J. above, that notification will include an explanation to the involved unit owner that his/her privileges of bringing the pet involved have been revoked, without refund. That unit owner will be banned from bringing the involved pet into the Lodge on subsequent visits during the trial period. ***Pets whose unruly behavior causes personal injury or property damage will be banned from returning to the Lodge on subsequent visits during the trial period after one incident.***
3. The Mountain Lodge Unit Owners Association Executive Board has the authority to assess and collect fines up to \$220 for violations of house rules pertaining to pets and to assess and collect fines beyond this amount necessary to repair or replace damaged areas or objects.

COMPLIANCE PLEDGE:

I, _____ attest to understanding, and pledge to comply with, the above restrictions. I realize my failure to comply with these restrictions may result in the fines and loss of privileges enumerated in the “Enforcement” section. Furthermore, with my signature below, I hereby indemnify MLUOA and hold it harmless against loss or liability of any kind arising from incidents related to my pet(s).

Unit owner’s legally binding signature: _____

Date this completed, signed form was received by ML management: _____ / _____ / _____