



## **Mountain Lodge Unit Owners Association (MLUOA) Policy for Occupancy Management (G-101-1)**

**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 (Article 3, Section 3.1), and the Uniform Common Interest Ownership Act of West Virginia.

**EFFECTIVE DATE:** December 1, 2018

**EFFECTIVE REVISION DATE:** May 1, 2023

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

The following definitions apply to this policy:

1. Rental Guest – An occupant of a ML condo who paid for use of the condo on a for-profit basis.
2. Personal Guest - An occupant of a ML condo who did not pay for the use of the condo on a for-profit basis, such as relatives or friends of owner.
3. Unit Owner – The deeded owners if unit is held in a personal capacity, or the member(s) of a Limited Liability Company or shareholder(s) of a corporation if the owner(s) elected to hold the unit in a company or corporate structure.
4. Booking – A notification of an occupancy in a ML condo.
5. Booking Agent – A third party designated by a ML owner, wherein the third party has owner-delegated authority to manage bookings for the owner’s unit.
6. ML Management – The following seven positions: General Manager, Assistant General Manager, Office Manager, Front Desk Manager, Housekeeping Manager, Assistant Housekeeping Manager, and Night Manager.
7. Long-Term occupancy – 15 consecutive nights or longer.
8. Homeowner stays – occupancies for which the unit owner is personally and physically present in the Unit.

### **Section I: Property Management System (PMS)**

1. The MLUOA Board has designated an online property management system (PMS) to track Owner usage and guest occupancies at Mountain Lodge. The online PMS is the official ML database of record for determining occupancy and occupancy-related fees.
2. Individual owners must sign a statement of intent prior to ML issuing usernames and passwords to owners to use PMS. Owners should obtain PMS access prior to accepting any Bookings. The statement of intent will identify applicable fees, penalties, and governing documents that apply to owner use and/or rental of a ML condo.
3. The statement of intent will also identify if the owner intends rental use and, if so, whether the owner will submit the Bookings. If the owner will not enter his/her bookings into the PMS, the owner will provide the name of a Booking Agent and his/her contact information.
4. Each owner or the Booking Agent will submit all bookings for ML units into the PMS, including owner’s own stays as well as for personal and rental guests. Booking Center will generate an

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alphanumeric confirmation code for each valid booking received. Guest reservations must appear in Booking Center with a confirmation code to be considered valid.

- a. The MLUOA Board retains sole authority to approve exceptions for submitting bookings through the PMS.
5. ML will only issue keys or codes to individuals whose names are entered in the PMS for the applicable time period.
6. ML will only permit parking lot access to individuals whose names are entered in the PMS for the applicable time period. This includes owners as well as personal and rental guests.
7. Owner or Booking Agent must indicate "Owner Use" in PMS when an owner will be personally occupying their unit, but may not enter "Owner Use" if the guest is a rental guest, a relative, or a friend, even if the owner is providing a complimentary stay.
8. MLUOA reserves the right to suspend access to the PMS for all delinquent Mountain Lodge Homeowners Association and/or Mountain Lodge Services accounts.
9. 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 instances:
    - i. Guests arriving with a verifiable confirmation from the owner or Booking Agent that is in conflict with the PMS booking (reservation must state names of all guests staying in the unit that are allowed to check-in and receive a key or code), 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.
10. 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.
11. Improper booking fees incurred by a Booking Agent will be billed to the Unit Owner, as well as any other fees incurred.
12. 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.
13. If long-term occupancies incur additional common expenses, ML may assess additional fee(s) against Owners to offset expenses.

### **SECTION II: Booking Agents**

In the event the Owner contracts with any non-Snowshoe third-party Booking Agent to manage rental guests of the Unit, this Section applies.

1. Owner is responsible for informing third-party Booking Agent of ML policies and procedures, as the Owner will bear the costs of fees related to failure to follow these policies and procedures.
2. ML staff will work with Booking Agent in good faith to resolve any issues related to the booking process using PMS, however, ML has NO obligation to work with Booking Agent on issues

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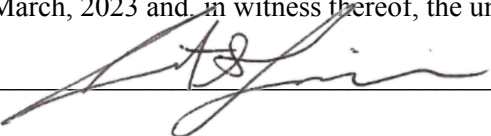
beyond the PMS-booking process. ML staff are not bound by any agreement for property management between the Owner and a non-Snowshoe third party.

3. Booking Agents must be accessible via phone or email in a timely manner to address guest concerns.
4. Any change of the Booking Agent will be made known immediately to ML in writing. Upon receipt of any changes, ML will modify Owner or Booking Agent access to Booking Center accordingly. ML has no interest or involvement in the disposition of existing reservations in Booking Center in the event of a Booking Agent change, except to stress that neither the outgoing nor incoming Booking Agents will have access to modify or cancel existing reservations following ML transfer of Booking Center access between the two.

### **SECTION III: Check-In and Check-Out Logistics**

1. ML's official check in time is AFTER 5 p.m., as rooms are available and marked clean in the PMS. Check-ins will continue each day until all rooms are prepared and ready for occupancy.
  - a. At the discretion of the MLUOA Managing Agent or their representative, Guests may be permitted to check in earlier than 5 p.m. provided the front desk is staffed and the unit is marked "Clean" in the PMS. At no time will guests be permitted to check in prior to 1 p.m. to ensure that the departing guests have cleared the parking lot prior to new arrivals.
  - b. Guests will only be checked into units that have been marked "Clean" in the PMS. This ensures guests are not entering dirty rooms, reducing bad reviews, eliminating miscommunication, and ensuring superior customer satisfaction. If a guest attempts to check-in and their unit is marked "Dirty" in PMS, ML will inform the guest to check back later that day.
2. To ensure guests may check-in in a timely fashion, ML staff are to update the PMS with all clean rooms DAILY at noon (12 p.m.), 3 p.m. and 5 p.m. Changes will not be made at other times so that staff may focus on other matters and duties rather than allow this one task to consume a disproportionately high amount of time and attention all day.
  - a. To ensure units are updated correctly, and to ensure a written record is kept of changes requested to non-MLS-serviced units, only room updates provided by email will be accepted as notification from third party/private cleaners. Updates provided by text, emails to arriving guests regarding their room status, or verbally whether in person or on the phone, will not be considered as an official notification to staff to make changes in the PMS. Third party/private cleaners must submit their written updates directly to the Front Desk and ML management simultaneously by emailing: [frontdesk@snowshoemtnlodge.com](mailto:frontdesk@snowshoemtnlodge.com) and cc'ing the notification to [gm@snowshoemtnlodge.com](mailto:gm@snowshoemtnlodge.com) and [nightmanager@snowshoemtnlodge.com](mailto:nightmanager@snowshoemtnlodge.com). Mountain Lodge staff or management will check the email and update rooms as "Clean" in the PMS daily at noon (12 p.m.), 3 p.m. and 5 p.m. provided proper written documentation was received.
3. ML's official check out time is no later than 11:00 A.M.

**PRESIDENT'S CERTIFICATION:** The undersigned, being the President of the MLUOA, certifies that the Executive Board (EB) adopted the foregoing Policy at a duly called and held EB meeting on the 29th day of March, 2023 and, in witness thereof, the undersigned has subscribed their name.

  
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