



Mountain Lodge Unit Owners Association (MLUOA) Policy on Third-Party Service Providers (G-113-0)

SUBJECT: Policy for Third-Party Service Providers (TPSPs)

PURPOSE: In the process of maintaining and improving their Properties, Unit Owners may elect to procure the services of Third-Party Service Providers (TPSPs). To protect Mountain Lodge's property, guests, and employees, as well as to keep good order and discipline, MLUOA has adopted the following policy.

Any abuse or non-adherence to the Association's policies will be dealt with in accordance with the Uniform Common Interest Ownership Act of West Virginia (UCIOA), which sets forth the ability of the Association to impose reasonable fines for said non-compliance and allows a cease and desist request to be issued to all unit owners, their guests, invitees, or lessees for those actions which are inconsistent with the UCIOA, Condominium Declaration, Bylaws, and the Rules, Policies and Regulations of the Mountain Lodge Association.

AUTHORITY: The MLUOA Declaration, MLUOA Bylaws Section 3.1 and the Uniform Common Interest Ownership Act of West Virginia.

EFFECTIVE DATE: July 7, 2023

RESOLUTION: The MLUOA hereby adopts the following Policy:

Section I: Legal Liability Disclaimer

Each Unit Owner shall be liable for the expense of all maintenance, repair, or replacement rendered necessary (as determined by the Association) by any act, neglect, or carelessness on the part of him/her or his/her family, employees, agents, rental guests, invitees, and licensees. This liability shall include any increase in casualty insurance rates paid by the Association occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances.

The Association shall not be liable to any Unit Owner for any damages caused by any contractor nor for any contractual or tort claims that may result from the exclusion of vendors or contractors according to this policy. West Virginia Code § 36B-3-107 creates this liability, stating: "If damage is inflicted on the common elements..., the unit [owner] responsible for the damage... is liable for the prompt repair thereof."

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Each Unit Owner shall be liable for any Mountain Lodge Declarations, By-laws, and Policy which is violated by a TPSP. In the event that a TPSP is representing multiple Unit Owners and the violation cannot be traced back to an individual Owner, fees may be equally divided across multiple Unit Owners.

Section II: Licensing

Prior to beginning any work in the Lodge, all TPSPs shall, upon request, show the MLUOA Managing Agent or his/her representative current proof of the following:

- 1) ***WV Business License***, and
- 2) ***Additional Licenses required to perform their trade*** – TPSPs shall restrict the scope of their work to encompass only that which this license certifies them to competently do.

Section III: Insurance

Prior to beginning any work in the Lodge, all TPSPs, upon request, shall show the Managing Agent, or Managing Agent's representative current proof of all of the following:

- 1) ***Certificate of Insurance*** (CoI) specifically naming Mountain Lodge and its directors, officers, and agents as mutually indemnified by the TPSP's coverage, and
- 2) ***Commercial general liability insurance*** – including the traditional broad form general liability coverage – in the amount of One Million U.S. Dollars (\$1,000,000) per occurrence; and Two Million U.S. Dollars (\$2,000,000) in the aggregate, and
- 3) ***Worker's compensation insurance*** for all employees working in or about the premises in an amount sufficient to comply with applicable laws or regulations, and
- 4) ***Employer's liability insurance*** in an amount not less than One Million U.S. Dollars (\$1,000,000) per occurrence; and Two Million U.S. Dollars (\$2,000,000) in the aggregate, and
- 5) ***Automobile liability insurance*** with a combined single limit for bodily injury or property damage in an amount not less than Three Hundred Thousand U.S. Dollars (\$300,000) per occurrence; and Five Hundred Thousand U.S. Dollars (\$500,000) in the aggregate for owned and leased automobiles.

Section IV: Mountain Lodge TPSP Protocols

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At all times on Mountain Lodge property, all TPSPs (to include their agents, employees, or other third parties) **must adhere to the following protocols:**

- 1) **Registration.** Each TPSP must **check in with the MLUOA Managing Agent or his/her representative prior to the start of each day of work** performed in the Lodge, and disclose the location of the work and projected time of start and completion. **Prior to completing each day of work performed in the Lodge, each TPSP must check out with the MLOUA Managing Agent or his/her representative,** and report all damage the TPSP (including any of his/her agents, employees, or other third parties) caused to the Common Elements during that day.

- 2) **Parking and Access.**
 - From April 1st through Thanksgiving (non-peak season), if MLUOA Managing Agent or his/her representative determines that capacity allows, TPSPs and individuals that provide cleaning services may purchase paid daily parking. Alternatively, TPSPs ***may temporarily access the parking lot for loading/unloading*** at the two side entrances (the entrance located across from the trash compactor shed between rooms units 151 and 153 and the entrance located between units 119 and 123. After a brief unloading period, ***not to exceed 15 minutes***, vehicles must be removed from the MLUOA parking lot. Access to the parking lot for reloading is similarly restricted to 15 minutes or less. Paid parking and unloading is only authorized ***after quiet hours end at 8:00 AM EDT/EST and TPSPs must reload and/or vacate the parking lot before quiet hours begin at 10:00 P.M. EDT/EST.*** MLUOA may provide a permit for this purpose.

 - From April 1st through Thanksgiving (non-peak season), if MLUOA Managing Agent or his/her representative determines that capacity allows, TPSPs and TPSP-employed individuals who do not provide cleaning services may park one vehicle per day, at the discretion of MLUOA Managing Agent or his/her representative. If parking is not available, TPSPs ***may temporarily access the parking lot for loading/unloading.*** After a brief unloading period, ***not to exceed 15 minutes***, vehicles must be removed from the MLUOA parking lot. Access to the parking lot for reloading is similarly restricted to 15 minutes or less. Parking and unloading is only authorized ***after quiet hours end at 8:00 AM EDT/EST and TPSPs must reload and/or vacate the parking lot before quiet hours begin at 10:00 P.M. EDT/EST.*** MLUOA may provide a permit for this purpose.

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- From Thanksgiving – March 31st (peak season), ***TPSPs are not authorized to park in the parking lot and may only temporarily access the parking lot for loading/unloading*** at two side entrances (the entrance located across from the trash compactor shed between rooms units 151 and 153 and the entrance located between units 119 and 123. After a brief unloading period, ***not to exceed 15 minutes***, vehicles must be removed from the MLUOA parking lot. Access to the parking lot for reloading is similarly restricted to 15 minutes or less. ***Traffic through the lobby is generally discouraged.*** Unloading is only authorized ***after quiet hours end at 8:00 AM EDT/EST and TPSPs must reload and/or vacate the parking lot before quiet hours begin at 10:00 P.M. EDT/EST.*** MLUOA may provide a limited use permit for this unloading and reloading.
 - ➔ If capacity allows, the ML parking policy *may* allow limited paid daily parking during this peak season, at the discretion of MLUOA Managing Agent or his/her representative.
 - ➔ Managing Agent or his/her representative may accommodate temporary exceptions for TPSPs that do not engage in cleaning services who have a time-limited need to access the parking area (for example, an appliance delivery company).
 - Per the ML parking policy, unauthorized parking or standing may result in booting or towing without notice or warning.
 - In addition to the vehicle being booted or towed, violation of this TPSP parking provision will result in written warnings being provided to the Unit Owner and the TPSP. The first written warning will provide notice of the violation. A second violation will result in the loss of the TPSP's gate access and parking privileges for no fewer than fourteen (14) days, but up to thirty (30) days, at the judgment of Managing Agent or his/her representative. A third violation will result in the loss of TPSP's gate access and parking privileges for no fewer than thirty (30) days, but up to sixty (60) days, at the judgment of Managing Agent or his/her representative. If additional violations occur after this point, TPSP will be expelled immediately from the Lodge for a period of not fewer than thirty (30) days – or up to sixty (60) days, at the judgment of the Managing Agent or his/her representative.
- 3) **Tobacco/Vaping.** There is no smoking within 25 feet of the building per the West Virginia Clean Air Act. Cigarettes and cigars must be **fully extinguished at a minimum distance of 25 feet from the Lodge, then disposed of in the trash.** Smokeless tobacco use of any type by TPSPs inside the Lodge is strictly prohibited.

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- 4) **Working Hours.** *TPSPs are only authorized to work in the building after quiet hours end at 8:00 AM EDT/EST and before quiet hours begin at 10:00 P.M. EDT/EST.* TPSPs may request (in advance) permission from the MLUOA Managing Agent or Managing Agent's representative to work and operate at times other than the foregoing, the request for which may be granted or denied at discretion of the Managing Agent or his/her representative.
- 5) **Supplies and Equipment.** No TPSP is permitted to store any work-related materials, supplies, or equipment in the Common Elements (including storage closets or hallways). No TPSP will use any MLUOA-owned or MLS-owned materials (such as linens, cleaning supplies/equipment, tools, etc.). TPSP housekeepers must **move all trash and dirty linens from vacated condos completely out of the Lodge each day.**
- 6) **Facilities and Amenities.** TPSPs are prohibited from using any Facilities and Amenities provided by the MLUOA, MLS, or Managing Agents. This includes, but is not limited to **laundry machines, lockers, luggage carts, the arcade, and the public restrooms.** These facilities are reserved for Unit Owners, residents, vacationing guests, or MLUOA/MLS employees.
- 7) **Appearance, Conduct, and Language.** Each TPSP (and all his/her agents, employees, or other third parties) must be appropriately dressed (standard daytime clothing appropriate for work), and may not engage in inappropriate conduct or use lewd and/or profane language. TPSPs must wear a uniform and/or identification that clearly identifies them as a member of their organization or company.
- 8) **Non-Solicitation.** Owners are permitted to hire TPSPs under the condition that their TPSPs will not solicit to hire any MLUOA and/or MLS employee or staff, as staff disruption negatively affects the operation of the Lodge and services provided to other Owners. In the event that a TPSP solicits for hire MLUOA or MLS employees in violation of this clause, the Unit Owner who has hired the TPSP shall pay \$2,000, plus any legal expenses associated with the enforcement of this clause. Solicitation shall be conclusively presumed to have occurred if a current MLUOA or MLS employee works for a TPSP inside the Lodge at a time other than a scheduled MLUOA or MLS work shift, OR if an employee resigns from their position with MLUOA or MLS and begins work for a TPSP operating inside the Lodge within sixty (60) days of their resignation.
- 9) **Room Ready Notification.** TPSP housekeepers shall follow the procedures outlined in the Management Occupancy Policy to alert the Mountain Lodge staff

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when each condo is ready for occupancy. TPSP housekeepers must also report if they noticed signs of bugs that require commercial treatment (such as bed bugs or roaches), smoking, animals, or bicycles in the condo. Prior to incoming guest occupancy, TPSP housekeepers shall notify the Mountain Lodge front desk of any condo-related issues that might jeopardize guest safety, security, or comfort.

- 10) ***Property Management System (PMS) Agents.*** MLUOA's PMS is used to provide access to Owners and Guests to the building and grounds. Unit Owners are required to follow the ML policy for PMS. As a courtesy, MLUOA allows Unit Owners to identify and appoint an Agent to make entries into the PMS on their behalf. MLUOA or its Agents will only interact with designated Booking Agents in regards to matters related to the PMS. All other matters are between Unit Owner and their designated Agent.

Section V: Enforcement Measures for Provisions

Unless the provision above states its own enforcement measure (for example, parking and non-solicitation), the following will apply:

- Any TPSP conducting work in the Lodge but found to be out of compliance with any component of provision Section #2 or #3 (Licensing or Insurance), shall be expelled immediately from the Lodge, with access to the Lodge denied until such time as that TPSP presents the appropriate documentation to the Managing Agent or his/her representative.
- Any TPSP conducting work in the Lodge but found to be out of compliance with any component of Section #4 (TPSP Protocols), shall receive a written warning issued by the Managing Agent or his/her representative on behalf of the Association upon the initial infraction. The Unit Owner employing this TSPS shall also receive notification of this warning. Any subsequent infraction (whether or not the same as the first) of any component of Section #4 above shall result in the offending TPSP being expelled immediately from the Lodge for a period of not fewer than thirty (30) days – or up to sixty (60) days, at the judgment of the Managing Agent or Managing Agent's representative.
- Any TPSP found to have committed a crime in the Lodge (e.g., theft, pilferage, drug use/sale) shall be immediately and permanently expelled from the Lodge, and reported to the police.

Section VI: Enforcement Measures Based on Other HOA-Provided Information or Acts

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TPSPs that have been subject to enforcement measures, penalties, or that have been banned by another Snowshoe Resort area Homeowners' Association may also be subject to enforcement measures up to and including a ban on work at Mountain Lodge.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the MLUOA, certifies that the Executive Board adopted the foregoing Policy at a duly called and held Executive Board meeting on the 7th day of June, 2023 and, in witness thereof, the undersigned has subscribed his or her name.


