



**WINTERGREEN RESORT**

**Seasonal Transient Occupancy Management Agreement for Homes and Condos**

**EFFECTIVE December 1, 2018 – March 31, 2019**

- 1. THE INCOME FROM PROPERTIES MANAGED BY WINTERGREEN PACIFIC, LLC. UNDER THIS AGREEMENT WILL NOT BE POOLED OR HELD IN AN ESCROW ACCOUNT. THE OWNER WILL ONLY RECEIVE THE INCOME ATTRIBUTABLE TO THE OCCUPANCY OF HIS/HER OWN UNIT.**
- 2. A WINTERGREEN PROPERTY OWNER IS NOT REQUIRED TO RENT HIS/HER PROPERTY AS A CONDITION OF OWNERSHIP OF PROPERTY IN WINTERGREEN RESORT.**
- 3. A WINTERGREEN PROPERTY OWNER IS NOT REQUIRED TO USE WINTERGREEN PACIFIC LLC SHOULD THE OWNER DECIDE TO RENT HIS/HER PROPERTY IN WINTERGREEN RESORT. THE PROPERTY MAY BE RENTED THROUGH AN AGENT UNRELATED TO WINTERGREEN RESORT.**
- 4. WINTERGREEN PACIFIC LLC DOES NOT MAKE ANY REPRESENTATION AS TO THE PROFITABILITY OR THE INVESTMENT POTENTIAL OF ANY PROPERTY.**
- 5. THIS AGREEMENT IS TO SET FORTH THE TERMS UNDER WHICH THE OWNER OF A CONDOMINIUM OR HOME PROPERTY PARTICIPATES IN THE ACCOMODATIONS PROGRAM OFFERED BY WINTERGREEN PACIFIC LLC THIS PROGRAM IS FOR TRANSIENT OCCUPANCY ACCOMODATIONS ONLY AND DOES NOT PROVIDE FOR LONG TERM RENTALS.**

## TRANSIENT OCCUPANCY MANAGEMENT AGREEMENT FOR HOME PROPERTIES

This Transient Occupancy Management Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Wintergreen Pacific LLC. (the "Company") and \_\_\_\_\_ (the "Owner", whether one or more as listed on the deed). The Company agrees to act as the Manager for the Property described below (the "Premises") and Owner makes the Company his exclusive Manager under the following terms and conditions:

**1. The Property:** The Owner appoints the Company as exclusive Manager for the Premises also known as \_\_\_\_\_, located within the Wintergreen Development in Nelson and/or Augusta County, Virginia.

### **2. Company's Obligations:**

- a. The Company established a program to provide accommodations for resort guests on a transient occupancy basis. There are no long-term rentals provided under the resort accommodations program.
- b. The Company agrees to actively promote and advertise group and individual occupancies of units within the Wintergreen Rental Program. This promotion will be performed by Wintergreen Pacific LLC Marketing Department. Should Owner "market" property through external sources such as Vacation Homes by Owner (VRBO), Face Book, Craig's List or any other publicly available sources, Owner agrees Wintergreen Pacific LLC is the exclusive booking agent and all inquiries to availability of unit and rates are channeled directly to the Company's reservation office.
- c. The Company agrees to operate and maintain a reservations system through which all reservations for the Premises shall be processed.
- d. The Company agrees to operate and maintain a Front Desk for guest check-in, check-out and information, as well as a 24-hour central telephone switchboard operation.
- e. The Company agrees to operate and maintain a Rental Property Management Office, which shall act as the single point of contact with the Owner as to the Company's performance under this Agreement. Owner agrees to direct all suggestions, complaints or requests for special arrangements directly to the Rental Property Management Office.
- f. The Company agrees to provide an Accounting Department to account for all receipts and the payment of all commissions, fees or charges processed through the Company. The Company agrees to pay Owner the revenue from the Premises less commissions, fees and expenses by the end of the fiscal month following the month during which the revenue was earned. Owner agrees that the Company shall not be required to escrow any amounts payable to the Owner pursuant to this Agreement.
- g. Subject to availability, the Company agrees to reserve accommodations in the Premises to all individuals who specifically request the Premises. Other than when specifically requested, all accommodations will be reserved on a fair rotation in an effort to meet the guest's request.
- h. The Company agrees to perform all regular housekeeping and cleaning and to provide bed linen and towel changes as necessary to maintain a high quality accommodation. For Condominiums the expense for this service will be the responsibility of the Company. For Homes the expense for this service is the responsibility of the Owner. Refer to Exhibit A for fees and rates.
- i. The Company is authorized to hire an outside consulting firm at the Company's expense to develop a rating system and train Wintergreen staff members. The rating system will be based on hospitality industry standards and similar resort properties. This system utilizes a rotation points system which adds rental nights to the rental unit based on the rating level of the unit. Wintergreen staff will rate each property in the rental program on an annual basis (or more frequently if needed). Owners will be provided a written report with recommendations for improvement. A rating of Gold, Silver, Bronze, or Below Standards will be assigned to all rental properties. Owners will be given ample time to complete repairs and upgrades. The goal is to maintain GOLD and SILVER rated units in the program. Any property not meeting Wintergreen's minimum standards of Silver or Gold may be temporarily blocked from the rental program until matters are improved. Owner will be allowed sixty (60) days to complete items necessary to maintain standards required to be suitable for occupancy. The assistance of the Rental Property Management Office shall be available to assist Owners in maintaining standards suitable for occupancy. Noncompliance by Owners with the requirements detailed in the evaluation will result in the Premises being (i) downgraded or (ii) declared un-occupable and "out-of-order".

- j. The Company agrees to provide a Resort Services maintenance group on a year round basis. No representations are made that Resort Services shall be able to provide every type of repair on every type of appliance or fixture. Resort Services shall not make repairs on items that it knows or believes to be under warranty without the prior consent of the Owner, except when necessary for guest comfort. All repairs not covered under the Maintenance Agreement (annual fee) will be at the Owner's expense.

### **3. Company's Fee:**

#### **a. Definitions:**

- i. "Gross Proceeds" as used herein is defined as the total amount of revenue receipts less taxes that are received by the Company for the occupancy of the Premises during the term hereof.
- ii. "Net Proceeds" is defined as the Gross Proceeds less fees, discounts, rebates, and/or commissions (such as those paid to travel agents and wholesalers).

b The Company shall earn a fee equal to a percentage of the Net Proceeds from the occupancy of the premises hereunder. This fee is established at 50% for condominiums and 30% for homes.

c. Wintergreen has a conference and meeting facility and is actively promoting group and conference business for accommodations within the Company's program through the Wintergreen Resort Conference Sales Office. For group bookings where no third party commission is paid, Wintergreen Pacific LLC shall be paid a Conference Fee as set forth in Exhibit B attached hereto.

d. An Activity Fee, as set forth in Exhibit B attached hereto will be deducted from the Gross Proceeds prior to calculating the Company's commissions.

### **4. Accommodation Rates:**

The Company, at its discretion, shall establish fair, reasonable and competitive base accommodation rates having due regard for the Resort's location and conveniences, the size of the premises, and the Resort's amenities and atmosphere. Such rates will be reviewed annually by Wintergreen Pacific LLC.

The Company, in its creation of packages and special promotions and sales to group and conference business, shall have the right to offer reduced rates. Additionally, the Company shall have the right to reduce the rate of the Premises to the rate of a smaller accommodation at the Resort if there is demand for smaller accommodations and the Premises have not already been reserved for occupancy. The Company shall endeavor at all times to reserve the Premises at a rate that it feels will generate the highest possible revenue and occupancy.

### **5. Discounts, Rebates and Uncollectible Fees:**

- a. The Owner authorizes the Company to provide discounts that are customarily granted in the industry provided that to the extent reasonably possible.
- b. The Owner agrees that the Company may offer a guest a rebate in the event the guest experiences difficulties with the Premises and/or has legitimate complaints. The amount of this rebate shall be determined by the Company. The Owner also agrees that the guest may be transferred to another property if a rebate is not acceptable to the guest.
- c. Each year, the Owner authorizes the complimentary use (without payment of revenue) of the Premises by the Company for the promotion or benefit of the Resort provided that such complimentary use shall not exceed four (4) nights during any year (May 1 through April 30). Complimentary use will be limited **when possible**, during periods of high occupancy. Further, the Owner authorizes the use of the Premises for an additional three nights for emergency associate housing at a cost to Wintergreen Pacific LLC, of \$20.00 for the first bedroom and \$5.00 for each additional bedroom.
- d. In the event any Premises occupancy fee is uncollectible, neither the Owner nor the Company shall receive any income from such occupancy.

### **6. Term and Fees:**

This Agreement will remain in effect from Dec 1, 2017 through March 31, 2018 upon which the contract and document is terminated.

### **7. Reservations:**

- a. The Owner authorizes the Company to accept reservations for the Premises for the rental period specified (December 1 through March 31). On line booking for Owner Occupancy may be made on line; owner log in/account information will be provided via separate correspondence. If problems arise, coordinate

with the Rental Property Management Office for resolution. The Owner agrees to honor all existing reservations that conflict with the Owner's requested dates that cannot be moved to an alternative accommodation. Whether an existing reservation can or will be moved is at the sole discretion of the Company. Every effort will be made to accommodate the Owner. Any disturbance by Owner to a guest occupying Premises may lead to immediate termination of this Agreement.

- b. The Owner's reservations shall be confirmed either by printed confirmation or confirmation number. Both the Owner and the Company shall use their best efforts to avoid reservation conflicts.
- c. The Owner agrees never to use the Premises nor permit any person, whether family member or Friend of Owner to enter the Premises, without checking in and out at the Company's Front Desk. Owner agrees to notify Front Desk of departure. All Owner and Friend of Owner related occupancies shall be coordinated by the Rental Property Management Office. Occupancy periods begin at 4:00 p.m. on the day of arrival and end at 11:00 a.m. on the day of departure. Owner may be granted a late check-out by calling the Front Desk on the day of departure providing there is no occupancy booked for the Premises.
- d. Repairmen, vendors, retailers or other service provider contracted by the Owner must check in with the Rental Property Management Office and the Company Front Desk in order to obtain a key and access to the unit. The Company reserves the right to reject the Owner's requests for special restrictions in connection with reservations or occupancies. Further, the Company reserves the right to remove any Premises from the program, where in the opinion of the Company, the Premises is not available for occupancy enough days of the year, especially during prime times. In order to maintain the integrity of the program, Owner agrees to make their property available for occupancy during at least 50% of the non-holiday weekends (Friday and Saturday) in January and February; and 50% of the winter holiday nights (defined as December 26, 27, 28, 29, 30, 31, Friday-Sunday of MLK weekend and Friday-Sunday of Presidents' Weekend).

If an owner would like to use their property for more than the contractual amount of nights as stated above, these may be booked 5 days prior if the property is available during January and February. This does not apply to the holiday dates in December.

- e. Friend of Owner (FOO) stays are available anytime in the Owner's Premises when such Premises are available and/or not already occupied by a "do not move reservation". FOO reservations do not qualify for all amenities associated with paying guest reservations.
- f. The Owner agrees to notify the Company in writing in the event the Premises shall be listed for sale. The Owner agrees to sell the Premises subject to all reservations existing and due to arrive prior to the closing date of sale. The Company will not assign any future reservations to the Premises after a closing date is established unless the Purchaser has signed a Transient Occupancy Management Agreement with the Company. The Owner agrees: (1) to coordinate the showing of the Premises with the Rental Property Management Office or the Director of Association Management, and (2) that the Premises shall not be shown when occupied by a guest. Real Estate lock boxes are not permitted on the home/condo.

## **8. Policies**

- a. All rental units are designated as "non-smoking".
- b. Wintergreen Pacific LLC specifies a "no pet" policy for rental reservations. Should a guest be discovered with, or evidence of a pet, an additional departure clean would be assessed to the guest. Should Owner desire to bring pets, Owners are asked to best clean as possible. Should pet residue remain, an additional post-pet clean may be required and charged to the Owner.
- c. For properties equipped with hot tubs, weekly cleaning and maintenance is required. Owner is responsible for contracting with a company to inspect for proper operation of the tub to include all jets, covers, and structural integrity. Additionally, weekly inspection will include water testing to ensure proper pH level; chemicals to be added or adjusted as necessary. Owner will provide to Rental Property Management Office name of company and contact information. When weekly maintenance is conducted, a copy of the invoice and checklist of work performed is required. All hot tubs will have prominently displayed warning labels for use. Covers are required on hot tubs with sufficient tie-down features.
- d. Homes are required to have "bear-proof" storage containers for exterior trash bins.
- e. Homes are required to have road signage of address, rental unit ID number, and name of home.

## 9. Owner's Obligations:

- a. To insure the integrity of the program the Owner agrees to maintain the Premises in a condition satisfactory for occupancy, including, but not limited to floors, carpets, appliances, air conditioning, heating, hot water, plumbing, electrical wiring, kitchen fixtures, draperies and all items specified in the "Properties Basic Equipment List"; Exhibit D germane. In the event that the Premises, in the Company's sole judgment, are not acceptable for occupancy, the Company shall have the right to remove the Premises from the program. In the event Premises shall become unacceptable for occupancy, due to insufficient equipment or furnishings, failure of utilities, or other cause materially affecting the quality of a guest's stay, or if the Condominium Association shall not maintain the common areas surrounding the Premises to a quality standard acceptable to the Company, the Company shall have the right to place the Premises in an "out-of-order" status. The Company shall have no obligation to reserve the Premises while "out-of-order". The Company agrees to return the Premises to occupancy status as soon as the cause for the "out-of-order" status is corrected and the Company has had the opportunity to confirm such correction. In no event shall the Company be liable for any losses that accrue to Owner because the Premises are placed in "out-of-order" status.
- b. Two telephones must be provided for the Premises; one for the living/kitchen area and the other for the master bedroom. Such telephones will be provided by the Company and be an extension from the central switchboard. Monthly fees (as outlined in Exhibit B) and installation costs shall be at the Owner's expense until such service has been disconnected. The Owner agrees that the Company's Accounting Department shall have the right to deduct from Owner's Net Proceeds all expenses accrued by the Owner for the Premises prior to the disbursement of any revenues.
- c. Owners shall be responsible for direct payment of the following items:
  - 1) Electric
  - 2) Water and sewer bills
  - 3) Direct payment of gas propane bills for homes and/or other properties utilizing propane heating systems or  
having a gas fireplace, Owner is required to maintain a contract that provides for an automatic/scheduled  
refill of the propane system. In addition to direct payment to service provider, Owners of homes:
    - i. agrees to pay charges for trash collection/removal as set forth in Exhibit A.
    - ii. agrees to provide monthly pest control service to the Premises, through a professional pest control service, approved by the Company. Upon request, the Owner shall provide evidence of such pest control service to the Company.
    - iii. agrees to outside services such as snow removal and/or de-icing of walkways, driveways, and sidewalks (arranged by Company as needed)
    - iv. agrees to exterior routine maintenance of grass and weed trimming, debris removal, fall clean-up (arranged by Company as needed)
    - v. will provide (if equipped) fire wood for wood burning fireplaces (as arranged by Company as needed).
    - vi. agrees to have the fireplace inspected and cleaned annually. Owner will be provided with a list of any repairs necessary.Failure to maintain such services may result in termination of this Agreement addressed in Paragraph 6. The Owner authorizes the Company, at the Company's discretion, to pay delinquent utility charges for the Premises. In the event the Company pays these charges on behalf of the Owner, a service charge equal to 15% of the delinquent charge for the first delinquency occurrence, and 25% of the delinquent charge for all delinquency occurrences thereafter, will be added to the billing. The Owner agrees that the Company's Accounting Department shall have the right to deduct from Owner's proceeds all expenses accrued by the Owner for the Premises prior to the disbursement of any revenues.
- d. For Owner occupancies, the Owner agrees to pay the Company a Departure Cleaning Fee as set forth in Exhibit A attached hereto. Special rates for charging per "rooms used" cannot be honored.
- e. For Friend of Owner occupancies, Owner agrees to pay a Departure Cleaning Fee as set forth in Exhibit A attached hereto, unless such charges are paid directly to the Company by such Friend of Owner. The Owner will be responsible for any unpaid balance left on a Friend of Owner account.

- f. The Company agrees to re-pin the properties main lock and any perimeter door lock to the Wintergreen Resort Services master key and the ski locker closet. Re-pinning will occur at the end of the contract period and keys issued to the owner.
- g. The Owner agrees to pay a Winter Seasonal Setup Fee as set forth in Exhibit B attached hereto for the services provided by the Company hereunder.
- h. The Owner agrees to pay the Company all amounts owed to the Company within 60 days after receiving a statement. Bills that remain unpaid beyond this 60-day period will be subject to finance charges.

**10. Replacement of Owner's Equipment:**

The Owner agrees that the Company may replace worn or no longer usable items specified in the "Properties Basic Equipment List" attached hereto as Exhibit D, and charge the Owner's account for such costs. The Company will bear 50% of the replacement fee for specific items on the approved House Wares Kitchen Equipment List.

**11. Indemnity, Insurance:**

- a. The Owner covenants to indemnify and hold harmless the Company and its employees and agents from any liability, injury, loss or damage (including reasonable attorney's fees and disbursements) arising from or related to the use and occupancy of the Premises during the term of this Agreement provided that any liability, injury, loss or damage proximately caused by the gross negligence or willful action of the Company's employees or agents shall not be subject to the provisions of this Paragraph 12(a). This Paragraph 12(a) shall survive the term of this Agreement.
- b. The Owner shall store his personal property in the Premises at his/her own risk. The Company assumes no liability for the loss or damage of any personal property stored in the Premises, including any items kept in the Owner's storage closet.
- c. The Owner shall not store any perishable items, flammable items or toxic items in the Owner's locked closet. Storage of these items is prohibited due to pest infiltration and guest safety concerns. The Owner's locked closet or locked bedroom may not encompass any mechanical, electrical or other household equipment such as water heaters or electrical boxes. This locked area must be re-keyed with a Resort Key for emergency access. Labor and materials for this shall be at the owner's expense.
- d. The Company and its employees and agents shall not be liable for any loss or damage to the equipment, furnishings or appurtenances required in Exhibit D attached hereto provided, however, that the Company shall replace approved housewares set forth in the Kitchen Equipment list in Exhibit D attached hereto. This paragraph shall include, but shall not be limited to, uncollected claims for damage resulting from:
  - i. The negligent or willful acts or omissions of occupants or of their guests;
  - ii. Damage or injuries done or occasioned by wind, rain, cold, ice, snow or other elements of weather;
  - iii. Theft, vandalism, fire or acts of God.
- e. The Owner shall be responsible for procuring at his/her own expense liability insurance coverage in minimum aggregate amount of \$300,000 per occurrence for personal injury and bodily damage occurring at or in the Premises. Such policy shall list the Company thereon as an additional insured.

**12. Captions:**

The paragraph captions that are used herein are for the purpose of reference only and shall not be construed to modify the terms thereof.

**13. Other Agreements:**

This Agreement shall not affect the terms and conditions of any other contract or agreement between the parties.

**14. Severability:**

Should any paragraph, subparagraph or clause herein contained be declared void, illegal, invalid or unenforceable by any court having jurisdiction over the subject matter hereof, such judgment shall not affect the other provisions hereof, which are hereby declared severable, and which other provisions shall remain in full force and effect.

**15. Assignment:**

The Company shall have the right to assign certain charges of its administrative functions.

**Notice:**

Notice shall be sent as follows:

To the Company:

Rental Property Management Office  
Wintergreen Resort  
P. O. Box 706  
Wintergreen, VA 22958

**(PLEASE PRINT CLEARLY):**

To the Owner:

Name: \_\_\_\_\_

**UNIT NUMBER** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Phone: Home

\_\_\_\_\_

Office

\_\_\_\_\_

Fax

\_\_\_\_\_

E-Mail

\_\_\_\_\_

**\*IF THE PREMISES ARE OWNED BY MORE THAN ONE PERSON, THE ONE PERSON INDICATED ABOVE IS DESIGNATED AS THE SINGLE REPRESENTATIVE OF THE OWNERS TO DEAL WITH THE COMPANY.**

**WITNESS** the following signatures:

COMPANY: Wintergreen Pacific LLC

By: \_\_\_\_\_

OWNERS: (All Owners must sign)

\_\_\_\_\_  
OWNER SSN or Federal I.D.

\_\_\_\_\_  
DATE

**Exhibit A to:  
Seasonal Transient Occupancy Management Agreement for Homes and Condos**

**SCHEDULE OF HOUSEKEEPING RATES AND FEES  
DEPARTURE CLEANING RATES FOR OWNER AND IMMEDIATE FAMILY MEMBER  
STAYS**

<b>ACCOMMODATIONS SIZE</b>			
Studio	\$ 40.00	Two Bedroom Home	\$ 84.00
Lodge	\$ 44.00	Three Bedroom Home	\$ 101.00
One bedroom condo	\$ 51.00	Four Bedroom Home	\$ 119.00
Two bedroom condo	\$ 61.00	Five Bedroom Home	\$ 129.00
Three bedroom condo	\$ 65.00	Six Bedroom Home	\$ 161.00
Four bedroom condo	\$ 82.00	Seven Bedroom Home	\$ 169.00
Five bedroom condo	\$ 96.00		
		Nine Bedroom Home	\$ 188.00

**SCHEDULE OF HOUSEKEEPING RATES AND FEES  
DEPARTURE CLEANING RATES FOR FRIEND OWNER, OWNER MAINTENANCE STAYS**

<b>ACCOMMODATIONS SIZE</b>			
Studio	\$ 57.00	Two Bedroom Home	\$ 117.00
Lodge	\$ 61.00	Three Bedroom Home	\$ 138.00
One bedroom condo	\$ 71.00	Four Bedroom Home	\$ 164.00
Two bedroom condo	\$ 84.00	Five Bedroom Home	\$ 176.00
Three bedroom condo	\$ 89.00	Six Bedroom Home	\$ 222.00
Four bedroom condo	\$ 113.00	Seven Bedroom Home	\$ 232.00
Five bedroom condo	\$ 130.00		
		Nine Bedroom Home	\$ 258.00

**MONTHLY TRASH COLLECTION/REMOVAL FEE FOR HOMES**

Two Bedroom Home	\$ 43.00
Three Bedroom Home	\$ 48.00
Four Bedroom Home	\$ 50.00
Five Bedroom Home	\$ 52.00
Six Bedroom Home	\$ 55.00
Seven Bedroom Home	\$ 58.00
Nine Bedroom Home	\$ 60.00

**LOCKS AND SKI LOCKER CLOSETS**

Some main entrance door locks may not be compatible with the Company's master lock system. Resort Services will work directly with the Owner to provide estimates for lock repining if necessary.

Ski lockers must be available for guest use. The lock will be re-pinned to match the Company's master lock system.

**Exhibit B to:  
Seasonal Transient Occupancy Management Agreement for Homes and Condos,**

**SCHEDULE OF COMMISSIONS, FEES AND CHARGES**

Travel Agent/Wholesaler Commission 10% - 20% of Gross Proceeds  
 Conference Commission 10% - 20% of Gross Proceeds  
 Owner Generated Group Reservations 15% of Gross Proceeds  
 Paid by Ambassador Certificates

**ACTIVITY FEE**

General: \$6.50 per guest per night, plus \$2.00 per unit night.  
 Tennis: \$1.00 per unit night during the spring, summer and fall seasons for studio, lodge and one bedroom.  
 \$2.00 per unit night during the spring, summer and fall seasons for 2 to 4 bedrooms.  
 \$3.00 per unit night during the spring, summer and fall seasons for 5 to 7 bedrooms.

**WINTER SEASONAL SETUP FEES**

Studio	\$ 125.00	Five Bedroom Condo/Home	\$ 200.00
Lodge	\$ 125.00	Six Bedroom Home	\$ 200.00
One Bedroom Condo	\$ 125.00	Seven Bedroom Home	\$ 200.00
Two Bedroom Condo/Home	\$ 125.00	Eight Bedroom Home	\$ 200.00
Three Bedroom Condo/Home	\$ 150.00	Nine Bedroom Home	\$ 200.00
Four Bedroom Condo/Home	\$ 150.00		

This fee includes:

- 1) Basic installation and removal (at end of contract period) of resort telephones (2 per unit); does not include new or extensive wiring.
- 2) Re-pin existing lock to a master key system and re-pinning back to owner's original lock.
- 3) Housekeeping Set Up (Labor)
- 4) Maintenance Agreement

**TELEPHONE EXTENSION CHARGE**

\$36.00 per month for telephone service

This provides a Wintergreen phone extension to the Premises. The line ends at its connection to the network interface device (connection box). If new or additional wiring or jacks are required, the Owner can contract for installation with a company or electrician of the Owner's choice for an additional fee.

**WINTERGREEN RESORT CABLE TELEVISION CHARGE**

\$52.00 per month or Actual Nelson County rate

All silver rated units are required to have a television and DVD player in the living room and master bedroom. Gold rated units require a television and DVD player in all bedrooms and living spaces. All television sets are required to be cable ready sets with remote controls (universal remotes recommended) and are to be connected to the Nelson Cable, Inc. system to include expanded basic cable service and HBO. Installation cost and monthly fees will be at the Owner's expense. The regular monthly cable service will be provided through the Wintergreen Resort Cable Agreement. Owner agrees that the Company's Accounting Department shall have the right to deduct from the Owner's revenue proceeds all expenses accrued by the Owner for the Premises prior to disbursement of any revenues. The expanded basic cable television charge, as stated above, includes the fee for **two** service connections and will be billed through the Owner's monthly statement. All other cable fees, to include premium channel charges, will be billed separately on an annual basis through Nelson Cable, Inc. Waivers may be issued if accommodation is currently equipped with satellite service. See furnishing guidelines for details regarding televisions and electronics specifications. *Owners of Premises that already have the required cable service and internet service will continue to have direct payment to their existing account for these services.*

### **INTERNET SERVICE CHARGE**

\$27.95 per month/\$60.00 modem installation fee

Owner is responsible for any installation fees of a high speed wireless Internet connection. This provides a continuous connection in the Premises, and allows Owners and guests to access the Internet through their computer equipment on a 24/7 basis. There is a small wireless modem placed in the Premises; installation fee of \$60. Cable television and internet service are required as part of this agreement. A new internet passcode shall be established to be compatible with the Resort System. This may require a new modem if owner has an existing modem. *Owners of Premises that already have the required cable service and internet service will continue to have direct payment to their existing account for these services.*

#### **Exhibit C to:**

#### **Seasonal Transient Occupancy Management Agreement for Homes and Condos**

### **OWNER'S MAINTENANCE AGREEMENT OR CONDOMINIUMS and HOMES IN THE TRANSIENT OCCUPANCY MANAGEMENT AGREEMENT**

The Company agrees to provide maintenance services for the Owner and the Owner makes the Company the maintenance provider under the following terms and conditions.

#### **1. Company Agrees to Perform the Following Maintenance Obligations:**

- a. Perform the Schedule of Maintenance Services as listed in Item #5 below in accordance with the Schedule of Rates and Fees as listed in Item #6 below to assist the Owner in maintaining a satisfactory accommodation for guest occupancy.
- b. Operate and maintain a maintenance work request system through which all work requests for the Premises may be processed.
- c. Provide a Resort Services group to provide maintenance services, and to respond to guest service requests for the Premises on an as needed basis. Resort Services will have staff on-duty at the Resort during the period of this contract from 8:00 a.m. until 10:00 p.m. each day. Resort Services also provides **emergency on-call service** every night from 10:00 p.m. until 8:00 a.m. Emergency calls are defined as follows:
  - Lockout
  - No Heat to entire unit
  - No Water for entire Unit
  - Domestic Water Leak with Broken Pipes
  - No Power to entire Unit

Resort Services will not be able to provide every type of service in every situation. Services beyond the scope of Resort Service's offerings will be referred to and managed by the Rental Property Management Office. Service requests may be referred to outside service companies.

- d. Provide a Maintenance Inspector to perform services as listed in Item #5 on initial acceptance of the Seasonal Rental Agreement. After inspection, the Inspector will provide the Rental Property Management Office with an inspection report, including a list of maintenance items performed, and an additional list of suggested maintenance items for its evaluation and action.

#### **2. Owner Hereby Authorizes the Company to Take the Following Actions:**

- a. Accept work requests for the Premises from the Owner, Friend/Guest of Owner, Resort Guests, the Rental Property Management Office, Housekeeping, the Maintenance Inspector and Resort Services.
- a. Initiate reservation "blocks" for the Premises as required performing the requested work and/or placing the Premises in "out-of-order" status. The Company agrees to make every effort to minimize the duration

of the block. In no event shall the Company be liable for any losses that accrue to the Owner because the Premises are blocked or placed in "out-of-order" status.

- b. Provide services, parts and materials as specified in Items #5 and #6.

### **3. Owner Agrees to the Following:**

- a. Maintain the integrity of the Rental Property Management Program and maximize property income by working with and being responsive to requests from the Company that requires Owner direction and/or approval.
- b. Verbally provide any relevant warranty information, including appliance warranties and expiration dates, to the Rental Property Management Office for Resort Services when applicable.
- c. If the Owner elects to perform or coordinate maintenance, the unit will be blocked from rental use until the problem is completed/corrected unless given an extension by the Property Manager. Any service calls to Resort Services during the extension period will be billed to the Owner.

### **4. Terms of Compensation:**

- a. The Owner agrees to compensate the Company in accordance with the rates and fees appropriate for services provided by the Company.
- b. The Owner authorizes the Company to charge his account on a monthly basis for any accrued costs, provided that no amount in excess of the \$500.00 limit as set forth in Item #6 will be charged per service call without the Owner's prior authorization.
- c. The Maintenance Fee shall not be prorated.

### **5. Schedule of Maintenance Services**

#### **Maintenance Inspector (Items covered under Maintenance Agreement)**

The Inspector will perform services listed below at the inception of the rental period. Inspection will be coordinated with Reservations to maximize occupancy of the Premises. The Maintenance Inspector will provide the following services:

Check the following:

- a. Air filters for AC/heating system – replacing and date filters as required.
- b. Smoke alarm(s) for proper operations and replace batteries.
- c. Receptacle and switch cover plates. Securing loose socket covers and replacing as required.
- d. Toilet valves and flush mechanisms for proper operation. Adjust as necessary.
- e. Toilet tank, bowl and seat. Adjust as necessary.
- f. Washer hoses and dryer vents.
- g. All appliances for proper operation, including refrigerator, range, dish washer, microwave oven, garbage disposal and counter top appliances.
- h. Exterior and interior doors for proper operation. Adjust as necessary.
- i. Sliding glass doors and screen doors for proper operation. Adjust as necessary.
- j. Louvered bi-fold doors for proper operation. Adjust as necessary.
- k. Doorstops. Replace or install if required.
- l. Windows for proper operation.
- m. Window glass and screens.
- n. Patio decking and railing for obvious hazards.
- o. Fireplace screens, blowers, damper arms and brickwork for obvious problems. Add fire damper instruction signs where needed.
- p. Wallpaper and painted surfaces.
- q. Fire extinguishers. Install new one if necessary at owner expense.
- r. Light fixtures and lamps for proper operation
- s. Plumbing system for proper operation, including water pressure.
- t. Electrical system for proper operation, including safety issues and overloaded outlets.

After inspection the Inspector will provide the Rental Property Management Office with an inspection report, including a list of maintenance items performed, and an additional list of suggested maintenance items for evaluation and action.

### **Specific Exclusions**

The Seasonal Maintenance Fee **does not** cover the following services. This is not intended to be a comprehensive list but will clarify some of the more commonly questioned items.

- a. Freeze checks
- b. Smoke alarm repair or replacement.
- c. Fireplace screen repair or replacement.
- d. Wallpaper repair or replacement.
- e. Painting interior surfaces.
- f. Drapery rod and blind repair or replacement.
- g. Recharge, repair or replace fire extinguishers if required.
- h. Replace defective or failed electrical breakers.
- i. Unclogging toilet, shower and sink drains requiring a power auger (i.e., Roto Rooter).
- j. Faucet repair or replacement.
- k. Repair or replace of toilet valves and flushing mechanisms.
- l. Repair or replacement of washer hoses and dryer vents.
- m. Repair or replacement of appliances.
- n. Repair or replacement of window glass, screens and sliding glass door components.
- o. High water bills resulting from malfunctioning toilet assemblies or broken pipes.
- p. Disassembly of lock hardware to remove broken keys.
- q. Repair of gas logs and gas fireplace equipment.

### **6. RESORT SERVICES RATES**

The Owner has the option to use Resort Services for maintenance not covered under the Maintenance Agreement. All repairs not specifically covered by the Maintenance Fee will be an additional charge to the Owner. The Owner authorizes Resort Services to perform services and to replace parts and materials on any service call up to an aggregate charge of \$500 (or greater if designated by the Owner), per service call. No work in excess of \$500 per service call will be provided without coordination with the Rental Property Manager and the Owner's prior authorization. However, the Company shall be authorized to perform any work necessary to protect the Premises, its contents, or an adjacent unit in an emergency situation and a situation that, in the judgment of the property manager, constitutes a safety hazard. Resort Services agrees to notify the Rental Property Manager of any such emergency work it performs as soon, as is reasonably possible. Items purchased by the Company and charged to the Owner through the monthly statement will be invoiced at the current rates established by the Company and may include a service charge.

**Preferred Labor Rates** – Hourly billing rates for Wintergreen Resort Services attached hereto.  
(Addendum 1)

**After hours emergency calls require a two-hour minimum charge that includes travel time.**

### **OUTSIDE SERVICE COMPANIES**

If Resort Services is not able to provide maintenance services and/or repairs, the Owner authorizes Resort Services to have such work performed by an outside service company up to an aggregate of \$500 (or greater if designated by the Owner), per service call. This work may include a 15% service charge assigned by Resort Services to coordinate and administer the outside contractor as well as inspect the completed work. No work in excess of \$500 per service call shall be provided without the Owner's prior authorization provided, however, that the Company shall be authorized to perform any work necessary to protect the Premises, its contents, or an adjacent unit in an emergency situation. The Rental Property Management Office agrees to notify the Owner of any such emergency work performed by an outside service company as soon as is reasonably possible.

## 7. Condominium and Home Warranty Agreements

The Company discourages the use of condominium and home warranty agreements because they impact the ability to respond to guest service requests on a timely basis. If the Owner elects to enter into a warranty agreement with a third party, Owner understands that:

- a) It is the obligation of the Owner to provide a copy of the warranty agreement to the Company, identifying all systems and appliances subject to the agreement.
- b) Owner will be responsible for costs associated with an initial response to a guest service request related to a system or appliance covered by the warranty.
- c) Company will notify Owner of any service required to repair or replace systems or appliances covered by the warranty.
- d) Owner is responsible for coordinating all service calls under the warranty agreement.

### Exhibit D to:

### Seasonal Transient Occupancy Management Agreement for Homes and Condos

#### PROPERTIES FURNISHING GUIDELINES AND BASIC EQUIPMENT LIST

NOTE: THIS EXHIBIT IS APPLICABLE TO ALL PREMISES JOINING THE PROGRAM AND ANY NEEDED REPLACEMENT OF ITEMS IN UNITS PARTICIPATING IN THE PROGRAM AS OF THE CONTRACT DATE. TO AVOID POTENTIAL DISAGREEMENT RELATING TO QUALITY, APPEARANCE AND/OR TASTE **PLEASE DISCUSS ALL DECORATING PLANS WITH THE RENTAL PROPERTY MANAGEMENT OFFICE PRIOR TO DECORATING, FURNISHING OR UPGRADING THE PREMISES.**

This list outlines the requirements for all units and provides recommendations to make accommodations at Wintergreen Resort more desirable. The Rental Property Management Office has been actively involved in establishing these standards with the goal of developing criteria in keeping with Wintergreen's reputation as a first class resort.

All furnishings and accessories must be of high quality. This reduces problems (and costs) with the upkeep and maintenance and insures adherence to rental standards.

Effort on the part of the individual property Owners to decorate their "second home" can make condominiums and homes very attractive and appealing. However, there is a need for certain uniformity in units to insure that guests receive consistent value for their vacation expenditure.

Decorating accommodations for rental requires a somewhat different approach than that of decorating for personal use. The needs of various guests (families, conference attendee, skiers, golfers, etc.) and practical concerns (maintenance, housekeeping, etc.) must be taken into consideration.

Guests at Wintergreen Resort anticipate relaxing, comfortable accommodations reflective of our resort environment. The general theme of decoration should be selected accordingly. Items of great monetary or personal value (such as antique accessories, family heirlooms and collectibles) should not be placed in the accommodations. Nautical or beach themes and accessories are not appropriate, nor are extensive use of furnishings or art from foreign countries. Decorating themes or accessories in obscene or poor taste are not acceptable. Extreme or "eclectic" décor is discouraged.

Enjoyable accommodations depend upon adequate space and furniture that is appropriate in size. All furniture, particularly sofas, chairs and tables should fit the wall and floor space available and should be positioned to allow easy and safe movement through doors and hallways.

The following guidelines have been established for Premises at Wintergreen Resort:

## GENERAL SPECIFICATIONS

### A. Construction:

1. No changes shall be made which compromise the structural integrity of the building.
2. Licensed professionals must complete all plumbing, electrical and mechanical modifications/upgrades. The aforementioned changes must meet all local, state and federal building and fire codes.
3. All modifications to existing interior walls, ceilings and fireplace surrounds must be performed by a professional.
4. Artificial fireplaces and simulated brick or stone are not acceptable.

### B. General:

1. Mattresses and box springs in all bedrooms must match and be in excellent condition. Physical age, actual "use age", material condition and guest feedback determine need to replace. Generally, mattresses should be replaced every 8-10 years. If guest comments identify uncomfortable beds due to age, the Rental Property Office will suggest that the beds be replaced.
2. Outdoor open flame cooking grilles and fire pits are prohibited from being used and are not to be on the property.

**C. Window Treatments:** Please consult with the Home & Villa Property Management Office for sources and selections. This will insure that specifications are met and window treatments purchased will be durable and will entail limited maintenance.

1. All exterior windows in any living room, dining room, kitchen, bathroom and exterior glass doors should have carefully coordinated coverings and provide complete privacy.
2. All bedroom windows must have properly hung lined drapes, approved blinds, or shades, which provide complete privacy and blackout capability. This shall include fixed or operable windows affecting a sleeping area.
3. Window coverings must be coordinated with furniture and wall coverings. Drapes must be lined and well-tailored. Rubber-backed drapes, plastic blinds, vertical blinds and woven wooden blinds are not acceptable. Metal and plastic mini blinds are not recommended due to inefficient insulation properties and tend to break due to improper operation. Two inch PVC blinds made by a high quality manufacturer are acceptable. They are easy to maintain and do not warp like wooden blinds.
4. Cellular shades are acceptable. This hollow honeycomb construction allows an insulation barrier, keeping rooms cooler in the summer and warmer in the winter. These shades should be made of polyester fabric that repels dirt and stains; cleaning is with lukewarm water and mild detergent or light vacuuming. Pull strings and gears should be heavy duty and some manufacturers offer a lifetime warranty. Manufacturers such as Hunter Douglas, Kirsch and Delmar offer quality shades that are acceptable.
5. Fabric covered "Roman type" shades are permitted, as they are easy to vacuum or clean. Pull strings on these shades come with heavy-duty gears and cords for ease of maintenance. Plastic gears are not recommended.
6. "Sun" shades and roll-up shades, such as those manufactured by Vimco, Costello and Hunter Douglas offer window treatments designed to moderate sunlight and glare while protecting furnishings and conserving energy. These shades are generally low maintenance and easily cleaned.
7. Drapes should be hung on heavy duty decorative rods with proper mounting for stability. Grommet panels are popular due to their maintenance free nature. Traverse rods with pleated drapes, hooks and pull strings are not recommended.

### D. Furniture:

1. Furniture should be sturdy and functional as well as attractive and coordinate in color and style.
2. Unacceptable furniture types include simulated wood, wood chip, metal composite, vinyl, plastic, crate style, wicker or cane, and homemade or home refinished antiques (which are not of professional quality).
3. If the Owner wishes to protect the tops of wooden tables or dressers, plate glass (with rounded edges) is acceptable. However, glass tables with frames or stands are not allowed for safety reasons.
4. Furniture that is constructed of solid wood is strongly recommended because of its durability and appearance.

5. Wood veneer and plastic laminate, over solid wood, are accepted on surfaces that could come in contact with hot or cold drinks.

#### **E. Accessories:**

1. Art
  - a) Wall hangings should be of pleasing size in relation to the space and must be double hung
  - b) All pictures and prints must be framed in good quality metal or wood frames, mounted so they do not wrinkle and covered in glass. The only exception is good quality oil paintings and canvas stretched giclée.
  - c) “Five and Dime” quality reproductions, soft sculptures, woven or string/macramé wall hangings, collages, posters, needlework and fabric stretched on frames are not acceptable. Personal photos should be removed from a rental unit.
2. Plastic flowers and accessories are not allowed.
  - a) Accommodations must be comfortable and tastefully decorated, yet still accomplish a hotel/convention atmosphere.
  - b) Books or accessories are required on bookshelves.
  - c) Expensive personal items or items of sentimental value are not recommended.

#### **F. Lighting:**

- a. Floor lamps and table lamps must be the proper size in relation to adjacent tables, chairs, sofas and beds both in terms of function and appearance.
- b. Cardboard, paper, wicker or plastic bases are not acceptable.
- c. Acceptable bases are wood, wrought iron, cast metal and ceramic (brass and crystal are not recommended).
- d. Fabric shades are required on lamps.
- e. Halogen “torchière” are discouraged for fire safety reasons. However, if they are used they must have a “safety grid” properly installed.
- f. Lamps and light fixtures must provide a minimum level of lighting. Good lighting is particularly important in task areas such as chairs, beds and writing surfaces (the dining room table in many instances). LED bulbs are preferred. Highly recommend USB port lamps on each nightstand.

## **II. REQUIRED FURNISHINGS (According to space available):**

#### **Living Room:**

1. Sofa with coordinated chairs or loveseat. (see Note)
2. Highly recommend leather or a highly durable fabric for sofas and chairs. (no microfiber)
3. Matching end tables and coffee table (bedroom nightstands are not acceptable as end tables).
4. Enough lamps of appropriate size (26” minimum height for end tables) to provide sufficient lighting (must be 3-way: 50, 75 and 100 wattage minimum).
5. Properly mounted quality pictures.
6. Quality accessories for tables.
7. Books (Hard cover only) are recommended where there are bookshelves.
8. Glass tables are not allowed.

**NOTE: Wintergreen does not rent accommodations to include use of sofa bed (not advertised nor are sheets provided). If rental unit is equipped, sofa bed must be locked in order to retain Owner sole use. Combination of lock should be presented to the rental office.**

#### **Dining Room:**

1. Dining table and comfortable matching dining chairs to seat the accommodation’s maximum published occupancy (must coordinate with living room furniture and cannot be of kitchen, porch or picnic style). Armchairs are recommended where space allows.
2. Light source sufficient for dining and use as a worktable (hanging light, track lighting or down lighting).
3. Comfortable, sturdy bar stools that coordinate with other furnishings (if space permits).

4. Properly mounted quality pictures.
5. Glass tables are not allowed.

**Each Bedroom:**

1. Comfortable beds with frames, box springs, mattresses and securely attached headboards. Water, air mattresses, platform, “floor level” framed, bunk or trundle beds are not acceptable. Good quality innerspring mattresses are required.
2. Chest or dresser and matching nightstand(s) depending on the bedding and space available.
3. Adequate lighting for reading in bed on both sides of bed (space permitting) and equipped LED USB port lamps, 26”-27” minimum height above nightstand.
4. Properly mounted and appropriately sized pictures.
5. Quality accessories and wall art should be included; items should not clutter the space, be dust collectors or be fragile. If “knick-knack” accessories are included, be mindful that the unit is a rental. The Rental Property Management Office can approve or suggest specific selections.
6. Full length mirror.
7. Bunk beds are not permitted.

**Patio:**

1. Black, brown, hunter green, teak wood or other approved wrought iron table and chairs to seat minimum of four; more seating for larger accommodations.
2. No cushions or glass furniture allowed. No umbrellas; freestanding or on patio table.

**III. ADDITIONAL REQUIREMENTS:**

**A. Required Inventory (Provided by Owner):**

- a. One blanket per bed with one extra per bedroom.
- b. Adequate number of standard size pillows per bed with one extra pillow of a different type (foam, fiberfill and feather) from those on the beds in each bedroom (no king or queen size allowed).
- c. One fitted mattress pad per bed (must be fabric, not plastic).
- d. One pillow protector per pillow (must be fabric, not plastic).
- e. One cotton back quilted bedspread per bed to coordinate with room décor.
- f. One fabric shower curtain per tub or shower with plastic liner, (liner must be waterproof).
- g. Full size (12 cup) coffee pot with auto shut-off feature
- h. Salad tongs.
- i. Electric blender.
- j. Stainless steel egg turner/spatula
- k. Paper towel holder.
- l. Broom.
- m. Dust pan.
- n. Mop Bucket.
- o. Mop.
- p. Ice trays.
- q. Two or four slice toaster.
- r. Five pound refillable ABC type fire extinguisher (mounted).
- s. Commode plunger and toilet brush per bathroom.
- t. Bathroom trash cans.
- u. Exterior door mat.
- v. Hot ash can with lid.
- w. Fireplace set to include shovel, hearth broom and poker.
- x. Fireplace grate.
- y. Wood carrier
- z. Ironing board with cover.
- aa. Steam iron with automatic shut-off.
- bb. USB port/alarm clock per bedroom.
- cc. Kitchen sink stopper.
- dd. Commercial grade upright: Panasonic, Hoover or Eureka vacuum cleaner, attachments preferred.

- i) Two cable ready color flat panel HD TV sets with remote control for the living room and master bedroom and basic cable TV service for each TV set in the Premises provided under the Wintergreen Resort Cable Agreement. TV sets in the living room are required to be a minimum of 48". TV sets in the bedrooms are required to be a minimum of 32" or higher (depending on the distance from the bed).

ee.

**B. Required House wares (Purchased from the housekeeping department):**

All units are required to use the approved, standardized house wares package. The basic package will include dinner service, flatware, glassware, and other inventory items not listed above. This is intended to insure a minimum quality and replacement availability. The Rental Property Management Office will provide a list of house wares for the specific size unit and a price breakdown for the total package.

**C. Security Equipment for Doors:**

Wide angle viewer.

Sliding glass door security pin or bar.

**NOTE: IF SPACE OR OTHER LIMITATIONS OF THE PREMISES WILL NOT PERMIT TOTAL COMPLIANCE WITH THE ABOVE LISTS, EXCEPTIONS MUST BE APPROVED BY THE RENTAL PROPERTY MANAGEMENT OFFICE.**

**Replacement Schedule:**

In order to meet the Company's quality objectives, Owners should budget funds on an annual basis for ongoing maintenance costs. The following replacement schedule guidelines are based on normal life expectancy of these items in a short-term environment. However, all furnishings, fixtures and accessories are subject to review and acceptance on an annual basis.

- 1. Carpet Replace every 2 – 4 years
- 2. Furniture Replace every 5 – 7 years
- 3. Décor/Wall Hangings Replace every 6 – 9 years
- 4. Mattress/Box springs Replace every 8-10 years (guest comments may identify discomfort which may warrant early replacement)
- 5. Bedding Replace every 3 years.

Addendum (1)

Subject: Hourly billing rates for Wintergreen Resort Services

The hourly labor rates herein are the preferred rates exclusively established for services provided to rental property owners in recognition of the partnership between us. These rates are lower than hourly rates charged to units not in the Wintergreen Resort rental program.

<b>TRADE</b>	<b>HOURLY RATE</b>	<b>Non Rental Rates</b>
<b>Carpentry or Helper</b>	<b>\$45.00</b>	<b>\$55.00</b>
<b>Plumbing, Electrical, HVAC&amp;R, Appliance, Locksmith</b>	<b>\$60.00</b>	<b>\$75.00</b>
<b>Project Rates</b>	<b>45.00</b>	<b>\$55.00</b>