

Massanutten Rental Agreement

This agreement is between the Massanutten Property Owners Association, Inc. (“MPOA”) and “You”, the owner of _____(address). This agreement applies to the rental of said property, regardless of duration. By signing this agreement, you acknowledge your responsibility for ensuring that everyone staying in or visiting the home you are renting will abide by the following rules. It is your responsibility to inform tenants of the following rules.

You or MPOA (or the designee of either) may remove any renter who violates any of the provisions of this agreement. If MPOA (or its designee) removes a renter in good faith, MPOA shall have no liability to either you or the renter. You will incorporate these provisions into any lease of the property.

Rules for the Use of Rental Properties:

1. All Federal, State, and Local laws must be obeyed at all times.
2. Occupancy is limited to 2 persons per bedroom plus no more than four persons in any other common area and in no event more than persons. Number of bedrooms will be determined by county tax records which must be sworn and submitted with this application.
3. All vehicles must be parked on your Lot, except overflow vehicles may be parked
 - (i) on the parking lot at Hopkins Park,
 - (ii) on the parking lot below the MPOA swimming pool and above the MPOA office,
or
 - (iii) on the road shoulder- adjacent to the Lot or adjacent to an adjoining owner who has given express permission - if such parking on the shoulder will not cause unreasonable damage, impede traffic, or interfere with service vehicles.
4. Open fires are prohibited.
5. Open containers of alcohol are prohibited on any roadway or other common area.
6. Noise, which in your judgment or the judgment of MPOA or Property Owner, is unreasonable either in its volume, or in its duration, or in the time of day, is prohibited.
7. No person shall permit any animal to run at large.
8. No vehicle larger than 3/4 ton may be parked on any lot. Also, no buses, campers, or mobile homes may be parked on any lot at any time.

9. No trash may be put out before Sunday evening. Any trash not in a secured trash container or trash dispersed by animals may be picked up by MPOA employees and owner may be billed for cost. Bear proof dumpsters have been provided at the MPOA pool parking lot for overflow or early check-out trash.
10. Willfully trespassing on private property is prohibited.
11. The rules will include a warning to the tenant that they may be subject to loss of all or part of their deposit if they violate MPOA rules. MPOA will fine the owners when appropriate, and the owners will be responsible for obtaining reimbursement from tenants.
12. Rental owners are required to respond to problems at their home(s) in a timely manner.

This agreement shall expire on December 31, 20___. Both parties expect the agreement to be routinely reviewed. Violations of this agreement or the rules stated herein that are material in the aggregate, may lead to a temporary restriction of rental privileges. For the purposes of this agreement, material violations are considered to be repeated over-occupancy, repeated failure to respond to problems at their homes in a timely manner, and/or inadequate documentation of signed MPOA rules by tenants prior to check-in.

The attached "MPOA Rental Agreement Addendum" is incorporated into this agreement, and it governs the redress of certain violations hereof.

Printed Name: _____

Signature _____ date _____

Emergency Contact phone number: _____

Email: _____

Administrator's Signature _____ date _____

MPOA Rental Agreement Addendum

Violation	Violations will be determined as follows:
Noise	Noise which, in the judgment of the Police or MPOA Administrator (or designated agent), is unreasonable either in its volume or, in its duration, or in the time of day, is prohibited. NOTE: Since "volume" is subjective, all tenants, homeowners, and residents will be given a reasonable opportunity to remedy the situation when given a warning from the Police or Administrator.
Parking	Parking violations will be determined by the Police or Rules Committee findings.
Trash	Trash violations will be determined by the MPOA and Rules Committee findings. MPOA administration will send violation notices when trash issues arise. Owners who do not remedy trash violations will be sent to the Rules Committee to determine appropriate action.
Open alcohol	Open alcohol violations will be determined by actual tickets written by the Police.
Animal at large	Animal at large violations will be determined by local law.
Trespassing	Trespassing violations will be determined by local law
Open Fires	Open Fire violations will be determined by the Police or Rules Committee findings.
Occupancy	Occupancy is determined by the number of people spending the night in a home. Homes that advertise excessive occupancy should be notified by the MPOA Administration and be given an opportunity to remedy their error promptly.
%Ton Vehicle...	No vehicle larger than 3/4 ton may be parked on any lot. Also, no buses, campers or mobile homes may be parked on any lot at any time. Vehicle size violations will be determined by Rules Committee findings.

All owners will be required to provide the MPOA with the following information:

- 24/7 contact phone number. This could be a property manager/rental agent and/or the owner who will respond in a timely manner.
- Valid email address
- Home phone number
- Valid mailing address for any violation notices
- Violations of Federal, State, and local law will be handled as law enforcement issues.

Process to address violations:

(1) Excessive Occupancy

Since many/most complaints are generated by excessive occupancy, this area is a priority, at least initially. Properties may not be advertised for more than the maximum occupancy specified in the rental agreement. Websites, other advertising, etc. should be periodically reviewed and the advertised maximum number of occupants should be compared to the number stated in the Rental Agreement for the specific property. When Rental Agreements are provided to owners for signature, they will be asked to make sure their advertising complies with their Rental Agreement.

If the occupancy advertised is excessive, the Rules Committee shall advise the Owner in writing, asking the owner to meet with the Committee. The Committee may issue a fine up to \$10.00 per day that the advertisement was in place (not to exceed \$900.00) and warn the owner that a repeated excessive occupancy advertising incident may result in a suspension of rental privileges for up to a year.

A “Secret Shopper” system may be initiated for a specific home if the preponderance of the evidence indicates repeated over occupancy. The “Secret Shopper” will be used, at random, periodically for all rental homes as an additional check of compliance.

(2) Tenant acknowledgement of rules

Rental owners will require ALL tenants to be given notice that they are subject to, and agree to comply with, the full range of MPOA Rules and Regulations printed in a booklet that Owner will place in plain sight in their rental home.

(3) Owner response to problems

Rental owners are required to respond to problems at their home(s) in a timely manner. If the police or administration is unable to contact the local agent, owner, or other designated contact, the Rules Committee will be notified of the incident.

The Rules Committee will determine if the owner should be sent a letter of warning to correct the situation or asked to attend a Rules Committee meeting. At a Rules Committee meeting, the owner may be issued a verbal warning or fined not more than \$50.00.

A second instance in which an owner does not respond in a timely manner will result in a meeting with the Rules Committee. At that point the Rules Committee will issue a verbal and written warning that a third failure to respond to problems in a timely manner may result in rental privileges being suspended for up to one year.