



- (b) Owner warrants that the Premises are not—and will not be—listed with RCI, TRI, or any other exchange or rental agency while this agreement is in effect.

15. Owner shall ensure that the Property complies with all local, state, and federal laws and regulations, including without limitation the Americans with Disabilities Act of 1990. MPOA assumes no obligation to bring the Property into compliance with such laws or regulations, and Owner agrees to indemnify MPOA against any loss caused by a violation of the same.

**PART III Administration of the MPOA Rental Trust**

16. The Property, together with any rent from it shall be held in the "MPOA Rental Trust." The MPOA Rental Trust will also include property from and rent of other owners who have executed agreements similar to this. MPOA may deduct the following from any rent of Owner in the MPOA Rental Trust:

- (a) MPOA's compensation as provided in this trust agreement,
- (b) expenses for which the Owner is responsible under this agreement, and
- (c) any other debts of Owner to MPOA.

17. MPOA's compensation under this trust agreement shall be as follows:

- (a) Twenty-five dollars for each twelve month period or portion thereof in which this agreement remains in effect beginning with the date of this agreement, plus
- (b) 30% (Timeshares)

These commissions are in addition to expenses for which the Owner is liable and may be changed by MPOA upon 30 days' written notice to Owner.

18. Neither MPOA nor any successor trustee shall be required to qualify before any court or make any accounting or settlement of the trust assets or income, but this provision does not invalidate MPOA's obligation to provide reports in paragraph three. Any request that the MPOA Rental Trust be administered as if qualification were required by the terms of this agreement shall *ipso facto* terminate this agreement, leaving the only obligations of the parties being the payment of sums due the other and the honoring of any subleases already executed. In no event will qualification, accountings, or settlements be required.

19. MPOA may appoint a successor trustee in its discretion. Any such successor trustee shall have the same powers and obligations as MPOA.

20. MPOA may commingle funds in the MPOA Rental Trust with other funds.

21. If, in the opinion of MPOA, the Property should require alterations, repairs, or service which do not exceed \$100, MPOA is empowered, in its discretion, to make such alterations, repairs, or service without notification to the Owner but at Owner's expense. All alterations, repairs, or service arranged by MPOA will be billed at MPOA's cost, plus 20%. This paragraph does not apply if the Premises are a timeshare unit.

22. Further, MPOA, in its discretion, can affect "Priority Repairs" exceeding \$100 without notice to Owner but at Owner's expense. "Priority Repairs" include remedies for loss of heat during cold weather, freezing pipes, ruptured water lines, structural damage to the dwelling, electrical failures unrelated to power outages, and any other situation which could reasonably impair the safety or comfort of a subtenant. All alterations, repairs, or service arranged by MPOA will be billed at MPOA's cost, plus 20%. This paragraph does not apply if the Premises are a timeshare unit.

23. The rent to be charged for the sublease, the manner in which the Property is subleased, and all other aspects of the administration of this agreement are discretionary with MPOA.

**PART IV Implementation and Enforcement of this Agreement**

24. This agreement contains the entire agreement between the parties with respect to the rental of the Property, and there are no warranties or promises not contained herein. Except as provided herein, this agreement may be modified only by a writing signed by MPOA and Owner.

25. Any notices required or permitted under this agreement shall be effective upon first-class, prepaid mailing to the addresses shown in this agreement.

26. Within this agreement, the singular shall include the plural and the masculine shall include the feminine and *vice versa*, as required to create the broadest application of these terms.

27. The state courts serving the County of Rockingham, Virginia, shall hear any suit or action concerning this agreement. All parties submit to the jurisdiction of and agree to venue in such courts. Owner shall pay all expenses of MPOA including reasonable attorneys' fees, incurred as a result of a breach of this agreement by Owner or arising out of any sublease agreement entered into pursuant to this agreement.

28. For timeshare units, this agreement will expire after the Owner's next period of occupancy for the Premises. For all other properties, this agreement may be terminated by either party upon 30 days' written notice, provided that no such termination by Owner shall affect the validity of any sublease entered into by MPOA (or MPOA's right to commissions therefrom).

29. Owner ratifies and confirms all that MPOA may lawfully do in accordance of this agreement.

30. While it serves as a trustee, MPOA does not operate as a trust company. MPOA's compensation under this agreement is solely for its services in subleasing the Property and carrying out its other obligations under this agreement, and MPOA accepts no compensation for its status as trustee.

<b>Unit#</b>	<b>Week</b>	<b>Year</b>
<b>Owner Signature</b>		<b>SSN</b>
<b>Owner Signature</b>		<b>SSN</b>

Are you a U.S. Citizen? \_\_\_\_ Yes \_\_\_\_ No

Apply the \$25.00 fee to credit card # \_\_\_\_\_ Expiration date \_\_\_\_\_ 3 digit security code \_\_\_\_\_

**Massanutten Owners Timeshare Account Number:** \_\_\_\_\_

**Massanutten Property Owners Association, Inc.**

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

\$ \_\_\_\_\_ listing fee received

\* \_\_\_\_\_ verified on \_\_\_\_\_

**Office Use Only**