

RESOLUTION OF  
RIMFIRE LODGE CONDOMINIUM ASSOCIATION, INC.  
VENDORS AND CONTRACTORS POLICY

SUBJECT: Policy and Procedures for Vendors and Contractors Policy

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Rimfire Lodge Condominium Association (HOA), and the Uniform Common Interest Ownership Act of West Virginia.

RESOLUTION: The Association hereby adopts the Vendors and Contractors Policy to read as the following:

VENDORS AND CONTRACTORS POLICY

RIMFIRE LODGE CONDOMINIUM ASSOCIATION, INC.

Owners at Rimfire Lodge have the obligation to keep their Units and their equipment, appliances and appurtenances in good order, condition, and repair and in a clean and sanitary condition. To comply with this requirement, outside vendors and contractors often need to be invited to the property. To protect the Owners and the Common Elements, the Association has adopted the following policy.

Legal Liability Disclaimer

Please be advised that “each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its Unit (including all fixtures located therein), and the Limited Common Elements assigned solely to its Unit.” (Rimfire Lodge Declaration §9.02). Additionally, West Virginia Code §36B-3-107 states: If damage is inflicted on the common elements ..., the unit [owner]<sup>1</sup> responsible for the damage, ... is liable for the prompt repair thereof.” Nothing in this policy alters the legal liability of the Owner for damages caused by the Owner’s vendors or contractors.

All required documentation, requests, and any questions about this policy should be directed to the Rimfire Lodge Association Manager. Contact information can be found at the Association’s website, [www.rimfirelodgeatsnowshoe.com](http://www.rimfirelodgeatsnowshoe.com).

**1. Insurance.** All agents, contractors, vendors or other third parties retained by the Owner to do any kind of maintenance, renovation, or work on or in their Units, shall provide evidence to the Association, before beginning work, of at least the following:

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<sup>1</sup> The Association’s counsel believes that a typographical error in the West Virginia Code should actually read "owner" in the place of incorrect text of "power".

- i. Commercial general liability insurance, including the traditional broad form general liability coverages, in the amount of \$1,000,000;
- ii. Personal injury and property damage (Bodily Injury & Property Damage) in an amount of \$2,000,000 per occurrence and \$5,000,000 in the aggregate (some activities may require additional limits).
- iii. Worker's compensation insurance for all contractor's employees working in or about the premises in an amount sufficient to comply with applicable laws or regulations;
- iv. Employers liability insurance in an amount not less than \$100,000.
- v. Commercial automobile to include all owned, leased, hired and non-hired automobiles with a combined single limit for bodily injury and property damage of a minimum of at least \$1,000,000 combined single limit per accident.
- vi. Certificates of insurance for the above coverages on an "ACCORD" or equivalent form that lists the following:
  - (a) As the certificate holder:

Rimfire Lodge Condominium Association, Inc.  
6175 Snowshoe Dr.  
Snowshoe, WV 26209
  - (b) Rimfire Lodge shall be listed as an "additional insured" with respect to the contractors' specific activities;
  - (c) The "Insured's" coverage shall be listed as primary coverage with respect to the listed certificate holder;
  - (d) The contractor and the producer of the certificate, by production of the certificate, attest to the "additional insured" status of the certificate holder by "policy endorsement";
  - (e) The insurance policy shall require a provision that the coverage affected by the policy shall not be canceled or allowed to expire until at least 30 days prior written notice to applicant and Rimfire Lodge.

The Association highly recommends that owners also have themselves listed as "additional insured" on the contractor's policies. The HOA must receive a copy of the certificate of insurance and the insurance policy and all contractor information at least thirty (30) days prior to project commencement. All of the above insurance must stay in effect while the vendor or contractor is performing work. At any time in which the coverages cease to exist, the vendor or contractor will not be permitted to do work at or inside of the condominium complex until such evidence of coverage exists.

2. Licensure. Each vendor and contractor must conform to licensure and building code requirements as required by the West Virginia Division of Labor and under West Virginia law in general. A copy of applicable licensure shall be provided to the Association along with insurance documents prior to commencing work. Owners who are performing their own renovations must also abide by all laws and guidelines as required by the West Virginia Division of Labor and West Virginia law in general. The Association reserves the right to require licensures for all electrical and plumbing work. If the total project cost (including all costs associated with subcontractors on the same project) exceeds \$5000, a residential contractor license is required. Total project costs exceeding \$25,000 require a commercial contractor license. Owners are prohibited from performing structural alterations to their units. A licensed professional engineer must submit stamped drawings of the structural modification to the board for review and approval. Should the Association deem a review necessary, any costs paid to a 3<sup>rd</sup> party by the Association for said review shall be assessed back to the unit owner. Structural work shall not commence until the Board has issued approval of the work and work must be performed by a licensed contractor based on the Association's approval of the structural alteration. Any additional expenses incurred by the Association related to any structural modifications shall be assessed back to the unit owner.

3. Registration. Each vendor and contractor must register with the HOA by completing the enclosed Renovation Guidelines & Registration Form (attached hereto as Exhibit A) and disclose the location of the work and projected time of start and completion. Owners performing their own renovations must also execute the Renovation Guidelines & Registration Form. Each vendor or contractor must report any and all damage that the vendor or contractor (including any of its agents, employees or other third parties engaged by vendor contractor) caused to the Common Elements or any other Unit during their time in the building. If damage is found to be caused by any vendor or contractor and not promptly reported to the HOA, fines and damages may be assessed to the Owner who engaged the vendor/contractor. Contractors may only work during the hours of 8:30am-6:30pm Monday through Friday. If work does not cause noise, such as painting or other quiet tasks, work may be done outside of the work hours Monday – Friday and on Saturday and Sunday between the hours of 10am-5pm. Exceptions may be granted for emergency work or work taking place during times of lower occupancy. Requests for exceptions must be submitted in a written request.

4. Storage, Bellman Carts, Trash Compactor and Cleanliness in Common Elements. No contractor, owner, or vendor is permitted to store any materials, furniture or supplies in the Common Elements, including the hallways, without the written consent of the Association Manager. All contractors and vendors are expected to maintain all Common Elements in a clean and orderly fashion. Owners are ultimately responsible for ensuring that contractors are not causing Common Areas to become dirty due to their presence. If the contractor does not clean up properly, Rimfire Lodge staff will clean the affected areas (or hire an outside contractor) and bill the Owner for the hours required to clean the area. Only common household trash is permitted to be disposed of in the trash receptacles located in Common Areas and the garage. All construction materials, appliances, furniture, etc. must be removed from the property by the contractor, owner, or vendor performing the work. At NO time is a vendor or contractor permitted the use of the Association's Bellman Carts to move supplies

and/or materials to and from the unit or work areas. If damage is caused to a cart due to use by a contractor or employee of the contractor, the owner will be charged for replacement of the cart.

- 5. Parking for Vendors and Contractors.** All vendor and contractors must park their vehicles in the open parking lot as outlined in the parking lot license agreement in the Association's declaration. The vendor/contractor will be permitted 15 minutes for loading and unloading in the loading area at the main entrance of the building. Failure to abide by loading zone time limits will result in applicable penalties as dictated by the most recently revised Fines & Enforcement Policy.
- 6. Access to Units.** It is the responsibility of the Owner to grant the contractor or vendor access to the unit. Owners should direct key access requests in writing to Snowshoe Owner Services ([ownerservices@snowshoemountain.com](mailto:ownerservices@snowshoemountain.com)) and should also copy the Association Manager on all access requests. The Association reserves the right to prohibit contractors and/or contractor's employees access to the premises based on prior issues and/or violation of this Policy. Appeals to restricted building access shall be directed to the Association Manager and will be considered on a case by case basis given the severity of the issue that resulted in the initial revocation of building access. Note that the HOA does not control key access nor does the HOA have the ability to make keys for vendors and contractors.
- 7. Failure to Comply.**


  - a.** Any failure under Paragraph 1 of this policy by any vendor or contractor may result in expulsion from the property and such vendor shall not be permitted to return to the property until such time as evidence of compliance can be offered.
  - b.** Any failure under any Paragraph of this policy other than Paragraph 1, shall result in a written notice to cure warning being issued by the Association to both the vendor and the Owner for whom the vendor is engaged. Upon the second failure of the vendor under this policy, under any paragraph other than Paragraph 1, the Association may exclude the vendor from the property for a period of not less than thirty days, and for such longer period as may be necessary until such time as the vendor can demonstrate written evidence of compliance with this Policy and may also fine the Owner in accordance with the governing documents of the Association and the Association's Fines & Enforcement Policy.
- 8. Owners Compliance.** Owners are ultimately responsible for (i) the costs of maintenance, repair or replacement of the Common Elements necessitated by their acts, neglect or carelessness or the acts, neglect or carelessness of any member of their family, tenants, visitors, vendors, contractors or their agents; (ii) the safety and the security of their own Units; (iii) respecting

the rights and privileges of other Owners and the integrity of their Units; (iv) for the compliance of the vendors or contractors engaged by the Owner. The Association shall not be liable to any 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.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Rimfire Lodge Condominium Association, Inc., a West Virginia nonprofit corporation, certifies that the foregoing Resolution was amended and adopted by the Executive Board at a duly called and held meeting of the Executive Board on the 12th day of August, 2022 and, in witness thereof, the undersigned has subscribed his name.

**RIMFIRE LODGE CONDOMINIUM ASSOCIATION INC.,**  
A West Virginia nonprofit corporation.

By:  \_\_\_\_\_ **PRESIDENT**  
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RIMFIRE LODGE  
RENOVATION GUIDELINES & REGISTRATION FORM

Contractor Company \_\_\_\_\_

Contractor Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Unit Where Work Is Being Performed \_\_\_\_\_

Owners/contractors MUST supply a detailed list of work that will occur in the unit. Before any work is commenced, contractors (and Owners performing their own renovation work) must sign that they have read, understand, and agree to abide by Rimfire Lodge Condominium Association requirements and will conform to licensure and building code requirements as required by the West Virginia Division of Labor. If at any point the contractor or Owner does not conform, they will be issued a cease and desist and contractors/vendors may not be allowed back on property.

Rules and Regulations

- Contractors must supply a detailed list of work that will occur in the unit, as well as an estimated completion date for said work.
- Contractors shall comply with the Association's Vendors and Contractors Policy.
- Contractors may work during the hours of 9am-6pm Monday through Friday. If work does not cause noise, work may be done on Saturday and Sunday between the hours of 10am-5pm.
- Contractors doing work at Rimfire Lodge must provide proof to Management of all insurance requirements as outlined in the HOA's Vendors and Contractor's policy. NOTE: For owners performing their own work, check with your insurance company to ensure you are covered in the event you cause damage to your unit, other units in the building or Association (Common Area) property.
- All electrical and plumbing work must be done by a licensed contractor as required by the State of West Virginia (<https://labor.wv.gov>).
- Hallways are not to be blocked with any material or furniture and all Common Elements are to remain clean and clear of any debris related to work being performed at the property. Failure to do so may result in cleaning fees and/or fines to the Owner.
- Contractors MAY NOT use luggage carts to haul tools, supplies, or anything else affiliated with their work being done in a unit. If damage is caused to a cart due to use by a contractor or employee of the contractor, the owner will be charged for replacement of the cart.
- All construction materials, appliances, etc. must be removed from the property by the contractor, owner, or vendor performing the work. No trash related to renovation projects should be discarded in common area trash receptacles or left in any Common Areas. Failure to comply will result in fees assessed to the Owner.
- Each vendor and contractor and its employees must be appropriately dressed and may not engage in or use lewd or inappropriate conduct and language.

I, \_\_\_\_\_, have read, understand and agree to abide by Rimfire Lodge HOA requirements and will conform to building code and licensure requirements. I understand that if at any point I do not conform, I will be issued a cease and desist notice will be banned from performing work at Rimfire Lodge.

Signature

Date

\_\_\_\_\_

\_\_\_\_\_

Rimfire Lodge Management Signature

Date

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Detailed Scope of Work for Unit # \_\_\_\_\_

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|---------------------------------|-----------|----------|
| Door Replacement                | _____ Yes | _____ No |
| Window Replacement              | _____ Yes | _____ No |
| Electrical Work                 | _____ Yes | _____ No |
| Plumbing Work                   | _____ Yes | _____ No |
| Proof of Insurance Provided     | _____ Yes | _____ No |
| Proof of Worker's Comp Provided | _____ Yes | _____ No |
| Proof of License Info Provided  | _____ Yes | _____ No |