

AT PARK CITY

# OWNER GUIDE

2023

SWEETWATER LIFT LODGE

1255 Empire Avenue, Park City, Utah 84060 Phone: 435-200-0300 www.sweetwater-liftlodge.com



#### AT PARK CITY



Welcome to Sweetwater Lift Lodge located in Park City, Utah. Park City offers the USA's Largest Ski Resort, endless activities, year-round events, and over 100 restaurants.

We've created this owner guide to assist you in planning your annual vacation and help you create a lifetime of memories and extraordinary experiences to share with friends and family.

Located just 250 steps away to Park City Mountain make the Sweetwater Lift Lodge a spacious and family-friendly resort that many other properties just can't claim. GetAways Resort Management aims to provide owners an experience that is met with excellent customer service, quality amenities, and vacation planning perks and benefits so that owners can feel proud to call the Sweetwater Lift Lodge their home away from home.

Sincerely,
Sweetwater Lift Lodge Management

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## **Maintenance Fees**

Your annual Maintenance Fees are assessed by the Association to cover the operating expenses of the resort. They are based on the number of intervals at Sweetwater Lift Lodge and pro-rated to your unit type.

#### **2022 Maintenance Fees**

- Studio: \$607.00
- One-Bedroom: \$853.00
- Two-Bedroom (85, 86, & 87): \$905.00
- Two-Bedroom (88 & 89): \$825.00
- Presidential (31): \$1,017.00
- Executive (32): \$905.00
- Ambassador (33): \$905.00
- Two-Bedroom Phase III (34-42): \$824.00
- Two-Bedroom Phase V (52-60): \$810.00
- Three-Bedroom Loft Phase III (43-51): \$916.00
- Loft (61, 62, 72-75): \$929.00

Property Tax: included in your maintenance fees.

#### Annual Due Date: October 1st

\*Late After October 15th

Owner Maintenance Fees go towards the operating expenses of the resort. The Association has a strict collection policy. Late payments are assessed late fees, collection fees, finance, and delinquent fees.



## Owner's Area

www.sweetwater-liftlodge.com/owners-area

Access information online where you can learn more about the following:

- Board meeting dates
- Pay your maintenance fees online
- Newsletters
- Bonus time
- Rental and exchanges
- Perks and benefits
- Owner classifieds
- FAQ

# **Collection Policy**

Late charges are assessed on past due amounts. Accounts more than 90 days past due may be assigned to a third-party collection agency, risk a lien placed on their timeshare unit, or have legal action including foreclosure.

Additional late fees may be added if your payment is not received within the guidelines provided and will not be waived.

The following collection policy applies:

- 15 days past due: \$10 late charge fee and \$75 collection fee
- 30 days past due: \$35 delinquent charge
- 60 days past due: \$35 delinquent charge

Delinquent interest fees apply at a rate of 12% per annum.

# **Weekly Resort Activities**

# **Continental Breakfast**

Sunday 8:00am – 10:30am

Enjoy pastries, muffins, fruit, milk and cereal, orange juice, hot coffee and tea. Complimentary to our owners and guests during their stay.



# Manager's Wine & Cheese Welcome Party

Monday 5:00pm – 6:00pm

Unwind, sip, and savor select wines or apple cider and cheese and crackers during our weekly hosted wine and cheese hour. Meet and greet other owners and guests during your stay!

# Margarita Night

Wednesday 5:00pm – 6:00pm

Enjoy our margaritas or apple cider, chips, salsa, and guacamole for a mid-week fiesta that's muy bien!





# **Events in Park City**

To view weekly Park City events visit <u>www.visitparkcity.com/events</u>

# **Bonus Time**

Owners have the benefit of staying as many nights as they want outside of their ownership week(s) at a privileged rate called "Bonus Time". Perfect for last-minute getaways and staycations for locals. Stay for one night, two nights, or three!

#### **Bonus Time Rates:**

• Studio: \$90 per night

One-Bedroom: \$120 per nightTwo-Bedroom: \$145 per night

• Three-Bedroom: \$160 per night

# **Policies and Guidelines:**

Bonus time may only be used by owners.

Bonus time is subject to availability during prime-time seasons (ski season).

• Maintenance fees must be paid and owner account must be current.

• No Shows will be charged the entire amount of the reserved night's stay.

• First-Reserve, first-served basis.

Bonus Time Booking Frame:

• Weekday stays – book 90 days or less in advance.

• Weekend stays – book 30 days in advance.

# **Vacation Banking**

Can't make it to your use week? We completely understand! Modify your existing reservation for a different date within the same year or the following year for a fee. Contact owner services 90+ days in advance prior to your arrival.

# **Vacation Banking Fees**

- \$80 move your week to another time within the same year.
- \$120 move your week for use in the **following year**.

Vacation banked weeks can be used for Annual Reservations at Sweetwater Lift Lodge or deposited with an exchange company.

Ready to Book

Your Bonus Time?

**Contact Owner Services** 

Phone: 1-888-4811, option 2 Email: owner@sweetwater-liftlodge.com

## **Future Weeks**

Looking to deposit your weeks early with an exchange company? You can prepay your maintenance fees for the following year ahead of time and deposit the next year's week. Contact owner services to deposit your weeks early!

## No Shows

We are committed to improving services and amenities at the property. Ensuring we have the proper staff in place is one of the key elements that allow us to do that. Managing expenses related to operating the property is another. If has been a surprise to see a high percentage of owner "no-shows" which range from 5 to 15 rooms per week. We kindly ask that you contact our Reception Desk if you plan to not use your week. By doing this, we can minimize the expenses we incur preparing for your expected arrival and your stay.

If you will not use your week, please call the Reception Desk at 435-200-0300.

# Friends & Family Use

Immediate family members can use your week at no extra charge! Simply contact Owner Services and provide the names of your family members.

For all your friends and non-immediate family members who want to use your week, Owners Services charges a \$60 Guest Certificate Fee. Please contact Owner Services in advance to pay the fee prior to your guest's arrival.

# **Owner Rental**

The owner rental program was designed to help offset your maintenance fee by placing your unused week into our rental program and generating income to you. If you own any of the following weeks listed below, we highly encourage you to deposit your week(s), regardless of unit type, into our Owner Rental Program inventory.

# **Program Guidelines**

- All Maintenance Fees must be paid in full and owner account current when depositing weeks into the program.
- Current enrollment is for 2023 weeks.

\*The owner rental program agreement/form is attached at the end of this document and can also be found on the owner portal.

# **Internal Exchange Information**

GetAways Resort Management is in the process of finalizing an internal exchange program that will allow owners to exchange for a nominal exchange fee and no membership fee. More details will be provided through the owner website and email communication.

## Owner Resale

#### **Transfers & Sales:**

Have you found someone to transfer your ownership to? We're happy to help guide you through the process so you understand what steps you need to take to transfer your ownership.

Once you've found a buyer or someone you want to transfer your week to, pay the \$250.00 Transfer Fee to complete the transfer along with sending a copy of the recorded deed. Payment can be made by phone, check, or online.

For more information, contact <u>transfers@sweetwater-liftlodge.com</u> or by phone at 888-267-4811, option 3.

\*Note: All transfers/sales must comply with the Amended CC&Rs, Paragraph 22 which can be found online in the Downloads section of the Owners Information page.

#### **Send Us Your Owner Referrals!**

Sweetwater Lift Lodge has a limited number of timeshare weeks available for purchase by new owners. If you have a friend or relative interested in owning a timeshare at Sweetwater Lift Lodge, contact Owner Services or <a href="mailto:buyweeks@sweetwater-liftlodge.com">buyweeks@sweetwater-liftlodge.com</a> for more information.

#### Your Timeshare is Real Estate

If you are buying or selling a deeded timeshare interest at Sweetwater Lift Lodge on your own, remember that you are buying or selling real estate. The whole process will work much like buying or selling a home – with slightly less paperwork.

Title and escrow companies assist both the buyer and the seller in "closing" the sale and ensuring the process is correctly documented (such as recording the new deed, and resort is notified of new owner, money transferred correctly, and so forth). There are additional costs involved in closing any real estate transaction. Make sure you are aware of all fees prior to closing.

Treat your timeshare as real estate because it is and use the same practices you would if you were purchasing your next home.

# **Timeshare Exit Companies: Stay Informed**

It was shortly after timeshare properties began sprouting up across the United States that companies claiming to be able to buy back your annual vacation rental also began to pop up. The timeshare boom in the 1980s locked in many families with yearly vacation time at resorts across the country but now with many parents trying to pass them on to their children who don't want them or falling on hard economic times they're looking to get rid of their timeshare.

This is where scammers come into the picture. The typical "timeshare resale" scam starts when "scammers target likely sellers of timeshares with the promise that they either have a buyer ready to purchase your timeshare or the assurance that they can sell it. All you need to do is pay an upfront fee—usually via a wire transfer—to cover closing costs, services, taxes, timeshare maintenance or other fees." Once the money has been paid that's where the scammers' services end. The timeshare remains in the owner's name and so does all the responsibility with it, but that owner is out hundreds or thousands of dollars.

Unfortunately, other scammers will then target those individuals to help recover the money lost in the first scam - of course for another fee. Again, when the scammers receive the money, they're gone without a trace. Phone calls are never answered, emails bounce and the company disappears. Companies like this focus on timeshare properties that have been around for 15 or more years and target its owners.

Some timeshare properties are owned by a deed and considered actual property. Because deeds are public record and all that's needed is an address to look up those deeds, a lot of fraudulent timeshare companies can easily find information about ownership and then specifically target owners. Many of the fraudulent companies will focus on owners that purchased the timeshare 20 to 30 years ago because those owners are most likely to be looking to pass on their vacation rental. That company will then reach out to an owner, explain what they can do and how quickly they can do it, and then the scamming process begins.

There are many steps an owner can take when it comes to the decision to pass on their timeshare to ensure they do not fall victim to a timeshare resale scam.

- 1. Contact the property you own at first. It doesn't hurt to start with the association you own with. Many timeshare associations and their management company have more information about how you can either pass on or sell your timeshare safely and legally. Some associations might even have a program set in place to deed back timeshare ownership or have a resale list where other owners have the opportunity to take over your specific week.
- 2. Do your research. The most important thing you can do when being approached by a company that promises to help you get rid of your timeshare is to research that company. Contacting your association about the company is part of that research as well. Some associations and management companies have worked with legitimate companies before and would be able to tell you if the company you're researching is on their list. You can also contact the State Attorney General, the consumer protection agencies in the state where the reseller is located or the Better Business Bureau to determine if the company exists and if there are any complaints.
- 3. Be cautious of upfront fees and the manner of payment. Most reputable companies will have the owner pay after the sale is finalized. If the company requests payment upfront through a wire transfer, money order, cashier's check or with cash there won't be a trail for law enforcement to follow. That money is nearly impossible to track and recover.
- 4. Make sure you have everything in writing. All details of the service and sale should be documented thoroughly. It's beneficial to have an attorney familiar with property law review all documentation before signing anything.
- 5. It sounds too good to be true. Fraudulent timeshare resale companies know what an owner wants to hear so if they promise a quick, profitable sale, it's probably too good to be true.

The most important thing to remember if you're at the stage where owning your timeshare is no longer in the books is to contact and talk with your association or the management company for your property. Be vigilant if you decide to go another route and always do your research.

Information provided by ConsumerReports.org: Fredman, C. (2015, June 13). Timeshare resale scams, Look for these warning signs to detect fraud [blog post]. Retrieved from https://www.consumerreports.org/cro/news/2015/06/timeshare-resale-scams/...



AT PARK CITY

# **Sweetwater Lift Lodge**

1255 Empire Avenue Park City, Utah 84060

Mailing: PO Box 680356 Park City, Utah 84069

# Reception Desk (24/7)

Phone: 435-200-0300

Email: <a href="mailto:frontdesk@sweetwater-liftlodge.com">frontdesk@sweetwater-liftlodge.com</a>

Have a question or comment for your Sweetwater Lift Lodge Board of Directors?

Email: myboard@sweetwater-liftlodge.com



#### **Owner Services**

Phone: 888-267-4811, Option 2

Email: <u>owner@sweetwater-liftlodge.com</u>

# Maintenance Fee & Billing

Phone: 888-267-4811

Email: <u>billing@sweetwater-liftlodge.com</u>

#### **Transfers**

Phone: 888-267-4811, Option 3

Email: <a href="mailto:transfers@sweetwater-liftlodge.com">transfers@sweetwater-liftlodge.com</a>

**General Manager** – Martin Escobedo Email: martin@sweetwater-liftlodge.com

**Guest Services Manager** – Rainer Villegas Email: <a href="mailto:rainer@sweetwater-liftlodge.com">rainer@sweetwater-liftlodge.com</a>

Sweetwater Lift Lodge is professionally managed by:



#### GETAWAYS RESORT MANAGEMENT

Rental Management Agreement \* Sweetwater Lift Lodge Fax: (702) 926-9562

Mailing Address: Getaways Resort Management - C/Ó Reservations - PO Box 231448 - Las Vegas NV 89105 Updated 1/1/2023

This Agreen	nent is made and entered into this	day of	, 20	by and between	
		, hereir	nafter called "Owne	r" and Getaways Resort	
Managemer	nt, hereinafter called "Manager".				
	CLUSIVE RIGHT TO RENT by appoints and grants Manager the ex	clusive right to re	ent, operate and ma	nage the Unit known as U	nit
Туре:	contract number	:	herei	nafter called "Unit" for	
the dates of		with reservat	ion number		
The Agreem reservation to relocate s	RM nent may be terminated by either party v (s) for the Unit is in place subsequent to said reservation. However, Owner agre- subsequent to termination of this Agree	termination of the even	nis Agreement, Mar ent Manager is not	nager shall use its best effo able to relocate said	
3. SIZ	ZE OF UNIT Studio One Bedroo	om Two B	edroom Thre	ee Bedroom	

#### 4. AUTHORITY AND POWERS

Owner grants the Manager the authority and power to:

- A. Provide exclusive rental and management services to advertise and rent Unit in a nightly rental program.
- B. Disburse Owner's funds in the following order:
  - a. Compensation due Manager under paragraph 10, operating expenses and costs, Resort Fees, then Balance to Owner.
- C. Render on a monthly basis, a statement of receipts and disbursements to owner. Statements for any month shall be presented by the 20<sup>th</sup> day of the following month.

#### 5. RENTAL RATES

Manager shall set rental rates at which Manager will offer Unit for rental which will in Manager's sole business judgment, maximize rental receipts for Unit. Manager will use its best efforts to set equality among the rental income (Adjusted for Owner's and Owner's guest's use of the Unit) of all Units within the same unit type and rating category, which are participants in rental program.

#### 6. REFUND OF RENTAL DEPOSIT/ RENTAL MONIES

Manager reserves the right, and, Owner authorizes Manager to refund guest's rental deposit and/or rent monies pursuant to Manager's standard cancellation policy.

#### 7. EXCLUSIVE OCCUPANCY BY RENTAL GUEST

Owner understands that during times in which any portion of the Unit is rented to a rental guest, the guest is entitled to the exclusive right of occupancy of such portions of the Unit so rented. Therefore, during such rental period, Owner shall not enter any portion of the Unit so rented nor disturb the guest unless prior arrangements to do so have been made with the Manager.

#### 8. OWNER OCCUPANCY

Owner shall have the right to reserve the Unit for such use as Owner desires, under the provision and condition that:

- A. Unit has not been previously reserved or rented by Manager.
- B. Owner causes Manager to receive at least twenty-four hours advance notice of such usage.
- C. Should Owner not honor a reservation, then Owner will be liable for any and all damages and costs incurred for relocation of guest, in addition to any damages allowed by law or at equity.

#### 9. SALE OF UNIT BY OWNER

Owner agrees that Owner will not offer Unit for sale without providing written notice to Manager. Owner further agrees that Unit may not be shown to prospective buyers at any time the Unit is being rented. Owner further agrees to honor all Rental Commitments for the Unit in the event of sale of Unit. Owner shall be liable for any and all damages incurred from relocating guests (Including damages incurred by both Manager and/or any relocated guests) to facilitate a sale of the Unit.

#### **GETAWAYS RESORT MANAGEMENT**

Rental Management Agreement \* Sweetwater Lift Lodge

#### 10. COMPENSATION

**Commission:** Manager shall be deemed an independent contractor and not an employee of the Owner. Manager shall receive as compensation for the service(s) required to be rendered under this Agreement forty percent (40%) of the net rental, net third party commissions payable to others. "Collected" does not include refunds, chargebacks, cancellations, etc., in which case the commission would be reversed.

#### 11. INDEMNIFICATION

Owner shall indemnify, defend and hold harmless Manager and all persons in the Manager's firm and its affiliates, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal Unit of any person, including Owner, for: (i) any repairs performed by Owner or others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operations of the Unit by Manager, or any person in the Manager's firm, or the performance or exercise of any of the duties, powers or authorities granted to the Manager.

#### 12. LIABILITY OF MANAGER

The Manager shall not under any circumstances be liable under or by reason of this Agreement either directly or indirectly for any accident, injury, breakage or damage of any furniture, appliance or fixture within the Unit not attributable to the action or inaction of the Manager or any of its employees, Owner hereby agrees to the fullest extent allowable by law, to defend and hold Manager, and/or any affiliates, subsidiaries or their respective employees, officers, directors, shareholders or Managers ("Manager Parties") thereof, free and harmless from and against any and all arising and/or relating directly or indirectly from injury to person or Unit, or both sustained by anyone in and about the Unit or in connection with the rental of Unit, excluding Claims arising from gross negligence or willful misconduct of the Manager Parties.

#### 13. DISPUTE RESOLUTION

In the event any controversy or claim arising out of this Agreement cannot be settled by the parties or their legal representatives, the parties agree to submit said dispute to binding arbitration before Judicial Arbitration and Mediation Services. In the event the parties cannot agree upon an arbitrator, then the Board of Arbitration and Mediation Services shall appoint an arbitrator. The party commencing the arbitration shall deposit Arbitration Fees as an advance. The arbitrator shall grant leave to take depositions if requested by any party to the arbitration. Judgment upon the award may be entered in any court having jurisdiction thereof.

#### 14. RULES AND REGULATIONS

The Association shall, from time to time, prepare rules and regulations governing the number of occupants per unit, the activities permitted, the use of facilities for the Unit and any other rules and regulations a the homeowner association may deem appropriate with respect to use of the unit and Unit by Owners, guests and renters. Use of the Unit is subject to the Covenants, Conditions and Restrictions, By-Laws of the Association, and the Rules and Regulations.

#### 15. PROPER AUTHORITY

Owner/s warrants that it possesses the requisite power and authority to enter into and perform its obligations under this Agreement on behalf of all persons in title of Owner/s ownership.

#### 16. NOTICES

Any written notice to Owner or Manager required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below:

# **GETAWAYS RESORT MANAGEMENT**

Rental Management Agreement \* Sweetwater Lift Lodge

If to Owner:	If to Manager: Getaways Resort Management Attn.: Owner Services PO Box 231448 Las Vegas, NV 89105 (888) 267 - 4811							
n witness whereof, the Owner and Manager have caused this Agreement to be executed on the date first set forth above.								
Owner	Manager							
Date	Date							

The Unit shall not be placed in the Rental Program until submission of Owner's Tax ID and a completed W9.



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	al Revenue Service ► Go to www.irs.gov/Form	Wy for instructions and the la	itest inforr	nation.						
	1 Name (as shown on your income tax return). Name is required or	n this line; do not leave this line blan	k.			,				
	2 Business name/disregarded entity name, if different from above									
page 3.	following seven boxes.				certai	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
e. ons on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC					Exempt payee code (if any)				
or typ uctic	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check					Exemption from FATCA reporting				
Print or type. Specific Instructions on page	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is most disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					code (if any)				
ēĊi	Other (see instructions) ▶				(Applies to accounts maintained outside the U.S.)					
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions.			equester's name and address (optional)						
()	6 City, state, and ZIP code									
	7 List account number(s) here (optional)									
Par	t I Taxpayer Identification Number (TIN)									
	your TIN in the appropriate box. The TIN provided must mat	ch the name given on line 1 to	avoid	Social s	ecurity r	umher				
	ip withholding. For individuals, this is generally your social se						<del>П</del>	$\overline{}$		
	ent alien, sole proprietor, or disregarded entity, see the instru				-		-			
	es, it is your employer identification number (EIN). If you do r	ot have a number, see <i>How to</i>	get a				JL			
TIN, later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name ar			e and	Or Employe	er identi	fication i	numb	er		
	per To Give the Requester for guidelines on whose number to		e anu	Linploy	- Identi		T		$\overline{}$	
	,				-					
Par	t II Certification								•	
Under	r penalties of perjury, I certify that:									
2. I an Ser	e number shown on this form is my correct taxpayer identific m not subject to backup withholding because: (a) I am exem rvice (IRS) that I am subject to backup withholding as a resul longer subject to backup withholding; and	ot from backup withholding, or (l	b) I have n	ot been r	notified I	by the Ir	nterna			
	m a U.S. citizen or other U.S. person (defined below); and									
	e FATCA code(s) entered on this form (if any) indicating that		·							
you ha acquis	rication instructions. You must cross out item 2 above if you have failed to report all interest and dividends on your tax returnsition or abandonment of secured property, cancellation of debuthan interest and dividends, you are not required to sign the content of the content	n. For real estate transactions, ite t, contributions to an individual r	em 2 does etirement a	not apply arrangeme	. For mo ent (IRA	ortgage i a), and g	intere enera	est paid, ally, pay	ments	
Sign Here	Signature of U.S. person >		Date ►							
Gei	neral Instructions	• Form 1099-DIV funds)	(dividends	, includin	g those	from st	ocks /	or mutu	ıal	
Section references are to the Internal Revenue Code unless otherwise noted.		uio o	• Form 1099-MISC (various types of income, prizes, awards, or gross							
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		- 1 OIIII 1033-D (3)	<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>							
after they were published, go to www.irs.gov/FormW9.		• Form 1099-S (p	Form 1099-S (proceeds from real estate transactions)							
Pur	pose of Form	• Form 1099-K (m	<ul> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul>							
An inc	dividual or entity (Form W-9 requester) who is required to file	an • Form 1098 (hom	• Form 1098 (home mortgage interest), 1098-E (student loan interest),							

information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,