

## Rental Documents

From: Dede Sechser (pdsechser@verizon.net)  
To: boatnbooks@yahoo.com  
Cc: pdsechser24@gmail.com  
Date: Thursday, June 15, 2023 at 09:57 AM EDT

Hi Teresa,

Attached, is the SWS II rental application, a copy of our lease and the HOA check in sheet that our future tenants will sign at check in. I am copying and pasting from Cindy Dove, our contact at Dockside Rentals regarding our HOA requirement:

We can put the HOA information in all the check in packets so that they are alerted to the Rules of the neighborhood. We will also put it in the house book. I have created a form for the guest to sign at check in stating the rules of the HOA there are several around the lake that has the same requirements. Contact information is as follows:

Dockside Realty – Rentals  
11006 Kentucky Springs Rd Mineral VA 23117  
Cynthia Dove – Rental Manager 540-894-9400 or 540-223-9676 (emergency only)

We would like to formally request permission to rent for a minimum of 3 or 4 nights during the off-season (after Labor Day through Memorial Day) if possible. Please let us know if the Board will grant us that permission.

We are targeting June 21, 2023 as a launch date when prospective tenants can reserve 7 day rentals for our home. Once Dockside receives and approves requests, we will send the tenant information to you.

I hope this covers everything. Please let us know if you need any additional information.

Thank you,  
Dede and Paul Sechser



HOA Form for Guests.docx  
15.4kB



Vacation Lease Agreement.pdf  
322.4kB



Rental Application 2023.pdf  
1MB

1 wk rental = 7 days

**SOUTHWIND SHORES, SECTION II, PROPERTY OWNERS ASSOCIATION, INC.**

**RENTAL FORM**

Date June 15, 2023 Lot number 76

The Southwind Shores II Property Owners Association (SWSPOA), pursuant to its policy governing the rental of property in the Southwind Shores II subdivision, requires a SWSPOA member (property owner) to submit the following to the President at least three days prior to the effective date of any rental in Southwind Shores II if the information has changed:

1. Property owner's name, address:

Paul and Dede Sechser  
6900 Lake Pointe Dr  
Mineral, VA 23117

2. Renter(s) name, address, and phone number (or, at the discretion of the Association's Board of Directors, the name, address, and phone number of the renter's agent may be submitted for that of the renter's):

→ TBD Dock side telephone time  
time 530pm →  
Need tele for 5pm to 9am

3. N/A Check here if the Southwind Shores II -property owner is assigning such property owner's **ONE Common Area** boat dock slip use to the renter for the period of the rental (any property owner's use of common area boat dock/slip space is subject to any rules or regulations that may be adopted by the Board.)

Cc: pdsechser24@gmail.com; lakeannamam@gmail.com

Date: Friday, June 16, 2023 at 11:16 AM EDT

Hi Teresa,

Attached, is the updated SWS II Rental Application. Dockside Realty Rentals has a Emergency after hours phone number that I've provided for any after hours issues. I also included my cell phone as a back up if you are not able to get a response. The emergency number should always be used first for any incidents.

Dockside does not allow tenants access to Common Areas for any of their leases. I'm copying and pasting Cindy Dove's response to that question:

As discussed we do not give acces to the guest to the common area as we have decide that it is better that if they are bringing a boat they can launch at a marina where they can get fule and fishing supplies as needed. Keeping the issue of misuse of common area and lost keys as a non issue.

I hope this addresses all off your concerns. Please let us know if you have any additional questions.

Thank you,  
Dede and Paul Sechser

-----Original Message-----

From: TERESA JESCOVITCH <boatnbooks@yahoo.com>

To: Dede Sechser <pdsechser@verizon.net>

Cc: pdsechser24@gmail.com <pdsechser24@gmail.com>; Mary Ann Ptasznik <lakeannamam@gmail.com>

Sent: Thu, Jun 15, 2023 5:42 pm

Subject: Re: Rental Documents

Hello Dede,

The Board met today and approved your rental request with the following conditions:

- #1. I have attached the Common Area Courtesy to leave on your counter. I'm concerned because I didn't see #6 listed anywhere, we are not liable in the common area. (Some people also leave a map on how to get there from your property.)
- #2. Please resend Page 1 of the rental form without #2 stating TBD. It appears Dockside is only open 9-5 and we will need a 24 hour contact telephone number. This should be listed on page 1 for our file.
- #3. Just a reminder that our by-laws state that each rental is for a minimum of 7 days.

Thank you,  
Teresa Jescovitch, president  
Mary Ann Ptasznik, vice president  
SWS II

p.s. we are POA 😊



Hi Teresa,

Attached, is the SWS II rental application, a copy of our lease and the HOA check in sheet that our future tenants will sign at check in. I am copying and pasting from Cindy Dove, our contact at Dockside Rentals regarding our HOA requirement:

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I hope this covers everything. Please let us know if you need any additional information.

Thank you,  
Dede and Paul Sechser



SWS II Rental Application.pdf  
979kB

## VACATION RENTAL AGREEMENT

AGENT DOES HEREBY AGREE TO RENT [[pr\_name%%Prop: Name]], commencing  
[[I\_strdateinshort%%Folio: Arrival Date]] after 4:00 p.m. and ending on [[I\_strdateoutshort%%Folio:  
Dep. Date]] before 10:00 a.m.

1. RENTAL OFFICE LOCATION Dockside Realty, 11006 Kentucky Springs Road, Mineral, VA 23117 (540) 894-9400.
2. OFFICE HOURS: 9:00 a.m. - 5:30 p.m. seven days a week. Winter Hours are 9:00 a.m. - 5:00 p.m. Monday - Sundays.
3. RESERVATION MUST BE CONFIRMED, by payment of 50% of the rent, half of the taxes, and the \$45 reservation fee within ten (7) days of the date of this agreement. Acceptable forms of payment are cash, check, money order, or certified check. Payments may also be made using a credit card (MasterCard or Visa). One copy of the signed Agreement must be returned prior to your arrival date. All unconfirmed reservations are cancelled automatically and without notice after 10 days. Please make checks payable to Dockside Realty, 11006 Kentucky Springs Road, Mineral, VA 23117.
4. SECURITY DEPOSIT: The security deposit, if paid instead of damage waiver, **will** be held 30 days after termination of the lease to cover any outstanding bills related to the Tenant and/or co-tenants (hereinafter referred to as GUEST) stay in premises (as in phone charges). Furthermore, the Dockside Representative (hereinafter referred to as AGENT) reserves the right to charge the GUEST for any damages or shortages created as a result of GUESTS stay in said premises. GUEST is requested to notify AGENT immediately if any damages are caused or observed at check-in. You will be responsible for paying the Security Deposit in your final payment.
5. DAMAGE WAIVER PROTECTION PLAN is offered in lieu of paying the refundable Security Deposit with your final payment. The Damage Waiver Plan option will relieve you of costs for all **unintentional** and incidental damage to the property and its contents up to \$500. In order to take advantage of the damage waiver plan, one payment for the rental must be made by credit card. This does not cover **intentional** damage, excessive cleaning, negligence, damage caused by a pet, loss of linens, or payment of fines. You must notify Agent of any damages or losses, during your occupancy, or this plan is void. Each unit is inspected after each rental. If any damage or missing items are noted, you will be notified within 30 days and your credit card will be charged. This fee is non- refundable.

TENANT INITIALS: \_\_\_\_\_

6. BALANCE DUE: The balance of the rent and tax, plus the Security Deposit or damage waiver fee and any additional fees such as linen, pet (if applicable) will be due 45 days prior to your arrival date. Payments can be made using a credit card (MasterCard or Visa). Any reservations made within 30 days of the arrival date must be paid in full using a credit card (MasterCard or Visa).
7. CREDIT CARDS: We will only accept payments by credit card if the card is issued to the lease holder. **NO THIRD-PARTY CREDIT CARDS WILL BE ACCEPTED.** Upon arrival, the contract holder will need to present the credit card used to charge the stay as well as at least one form of photo identification. Guest hereby authorizes Agent to charge the credit card provided to pay all charges for which Guest is responsible under this Agreement, including without limitation, any unpaid rent, cancellation or change fees, any unpaid telephone charges, cleaning costs, intentional damage to the Premises or its contents.

TENANT INITIALS: \_\_\_\_\_

8. **CHECK IN & CHECK OUT PROCEDURES:** You must come to our office on check in day to obtain the keys and directions to the unit. You may NOT occupy the property without first checking in at Dockside. This includes driveways, yards, or waterfront. Please notify Dockside by phone of any cleaning problems within 1 hour of arrival. If you arrive after office hours, please contact our emergency number or the Dockside office before 10 a.m. the next morning. If we are not notified within 24 hours of your arrival, we will consider that everything was found to be to your satisfaction.  
***Check in times are as follows: check in time is 4 p.m. and checkout is 10:00 a.m.***
9. **EARLY CHECK IN AND CHECK OUT PROGRAM:** This program allows you to get the most from your vacation. Get a 2-hour jump-start on arrival day or add 2 hours on departure day. To take total advantage of your vacation time, sign up for both early arrival and late check out (separate fees for each option). This program is available on a LIMITED BASIS during **off season only**. The fee is \$25 for each option. You must request these options and have a reservation specialist check the program availability. ***Please note: No requests for late check out after arrival will be granted.***
10. **LATE ARRIVAL:** If you are arriving after hours, we will be happy to leave a packet containing keys and directions to properties for any of our guests. The balance of the rental must be paid in full and GUEST has submitted a Vacation Rental Agreement to us prior to arrival. Failure to return a signed Vacation Rental Agreement prior to arrival may result in denied entry to the property. The packet will be in our pick-up box located downstairs at the back door of our office.  
**Be sure to notify Dockside prior to your arrival to make arrangements for late arrival.**
11. **FAMILY GROUPS ONLY:** The occupancy of all rental units is limited to family groups only. No sororities, fraternities, or non-chaperoned groups allowed. You must be 24 years of age or older to make a reservation. Photo ID is required at check-in. Should a group misrepresent themselves, they will be evicted immediately without refund.
12. **OCCUPANCY:** Our occupancy limits are determined by our local Health Department due to the fact that our properties are serviced by septic systems, and these limits are strictly enforced. The maximum occupancy will be listed on the Vacation Rental Agreement, and this includes children, except under the age of two (2).
13. **CANCELLATIONS** by phone must be confirmed in writing and received by DOCKSIDE within seven (7) days of notification. In the event the tenant, regardless of reason, including bad weather, illness, death or economic factors, must cancel the following schedule will apply:  
  
Cancellation within 30 days of start date: No refund of monies unless house is re-rented. If house is re-rented, all monies EXCEPT the reservation fee (\$125) and cancellation fee (\$50) will be returned.  
Cancellation within 30 - 45 days of start date: Half of total rent and taxes less the cancellation fee (\$50) will not be refunded unless house is re-rented. If house is re-rented, all monies EXCEPT the reservation fee and the cancellation fee will be returned.  
Cancellation prior to 45 days of start date: Full refund EXCEPT the reservation fee and cancellation fee (\$50) will be returned.
14. **REFUNDS:** No refunds will be made due to unfavorable weather, maintenance problems, and inoperable appliances of faulty equipment, disruption of utility services or early departure due to an emergency.
15. **LEASE CHANGES.** Any changes made by the GUEST (i.e., transfer to another house or date changes) will incur a \$25 charge paid for by the GUEST. All requests must be made to AGENT in writing.

16. The AGENT can cancel this lease 30 days prior to date of occupancy in which case 100% of all rent monies paid will be refunded.
17. KEYS are to be picked-up and returned to AGENT. For each key or gate pass not returned **to the office** a fee of \$100.00 will be charged to GUEST. If the keys are not returned to the office by noon on check out date (summer season) GUEST will be charged an additional \$25 per hour or increment thereof by AGENT. If GUEST chooses to check out while AGENT office is closed, keys must be deposited in the drop box downstairs at the back door.
18. **SMOKING is not allowed indoors of said premises** and if smoking on the grounds is done, the GUEST is responsible for any litter created. If smoking does occur on the Premises, GUEST is responsible for all cleaning and damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris. If this paragraph is violated, GUEST shall be in breach of this agreement, and GUEST, and all others may be required immediately to leave the Premises. In that event, GUEST shall be and remain obligated to pay Agency the agreed rental value of the Premises for the full term and any authorized extension thereof, and the full amount of losses, costs and damages, suffered or incurred by Agency due to the breach.
19. LINENS: Sheets and towels are NOT provided. However, if you would like towels and sheets provided, AGENT may be able to provide you with these linens for a fee. Please contact the reservationists for complete details. **Linens cannot be provided on short notice.**
20. PETS are not allowed unless a written request is on file with AGENT. An extra "Pet Fee" of \$100 will be required. Unfortunately, we are not able to accommodate cats or kittens. Guest is responsible for cleaning the area around the Rental Property of all pet excretions. It is the Guest's responsibility to keep their pets under control at all times. If there are any complaints from surrounding neighbors; the GUEST will be asked to remove their pet immediately. Any GUEST allowing pets in a property that does not allow pets or not paying the pet fee stated in the current rental brochure or listed on AGENT's website is cause for immediate termination of this Agreement and eviction. GUEST'S ENTIRE SECURITY DEPOSIT AND MONIES PAID WILL BE SUBJECT TO FOREFITURE.
21. BOAT HOUSES/DOCKS: No one is allowed to jump off the roof of boat houses and/or decks.
22. FIREWORKS are not allowed at any time. Any evidence of fireworks at property will result in forfeiture of security deposit or a \$500 charge if the Damage Waiver Protection Plan was used.
23. HOT TUBS - If property is equipped with a hot tub, children under 10 years of age are not permitted in Hot Tubs. Please be sure to shower before entering hot tubs. Failure to do so could cause additional cleaning fee as well as damage to the hot tub.
24. TRASH removal - if trash removal is not provided by owner, directions to the Recycling and Refuse center will be included in your check-in package. It is the responsibility of the GUEST is to take all trash to a nearby center. Failure to remove trash will result in a \$100.00 charge. If the trash facility reaches capacity they will close regardless of stated times. Please plan accordingly. If you have any questions about this policy, please call the office.

TENANTS are responsible for light cleaning. We ask our guests to leave their unit in the same general condition as it was found. We do not expect our guests to undertake any heavy cleaning tasks, but we do expect the following to be completed:

Turn heat to 55 in winter and air conditioning off in summer

Bag and remove all trash from house to outside garbage cans or County recycling center, whichever is appropriate

Dishes are clean and put away in the cabinets

If your rental has a hot tub make sure water level is above filter and lock cover in place

Empty and wipe out refrigerator  
Turn off all inside and outside lights  
Lock all doors and windows

**Our housekeeping staff will inspect each property after it is vacated. If home is left in an unusually unkempt state, or the above items are not completed, extra cleaning charges may be deducted from deposit or charged to your credit card according to the Damage Waiver Protection Plan.**

25. AGENT is not responsible for items left behind by GUEST or their guests. Items left behind will be held for a maximum of thirty days. After such time, all unclaimed items will be delivered to a local charitable organization. Upon request by GUEST, any items left in the premises will be returned to the GUEST at the GUEST's expense plus a \$25 charge.
26. INDEMNIFICATION AND HOLD HARMLESS - GUEST(s) agree to indemnify and save harmless the Owner and Agent(s) for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with GUEST(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Guest(s). The terms "Agent(s) and Owner" as used in this Agreement shall include their heirs, successors in interest, assigns, employees, agents and representatives where the context requires or permits. The terms "GUEST(s)", "You", and "Your" as used in this Agreement shall include Guest(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be upon the rental property), where the context requires or permits.
27. GUEST AGREES that said premises will be used only as a temporary recreational residence and will not be occupied by more than the maximum stated on listing. Occupancy of more than the number stated will be grounds for immediate eviction and/or forfeiture of deposit as would any other breach of the terms of this agreement. Children under the age of 12 should not be left unattended on the property without adult. Mobil units such as campers and tents cannot be used on the property.
28. THE GUEST shall not assign this agreement or sublet the property in whole or part.
29. RENTABILITY: If after occupancy, the unit is damaged through no fault of the tenant and is unfit for occupancy, the lease shall terminate and the tenant shall surrender possession. The rent will be prorated as of termination. In the event this unit is not rentable or if the unit is removed from the rental market, DOCKSIDE REALTY reserves the right to assign a unit of equal or higher quality, if possible, or refund the prorated rent to the renter. Tenant hereby agrees to hold and save harmless DOCKSIDE REALTY and property owner from damages or injuries to person or property by reason of any cause whatsoever either in or about the premises or elsewhere.
30. TERMINATION BY OWNER/SUBSTITUTIONS - DOCKSIDE REALTY strives to comply with all reservation requests for specific vacation properties. However, due to ownership changes, properties being removed from rental use, mechanical problems, or other unforeseen circumstances, Agent(s) cannot absolutely guarantee a specific rental property. Agent(s) reserve the right to change assignments without notice or liability should the unit or property become unavailable. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties at the published rate or receiving a complete refund of their



reservation deposit.

31. ACTIVITY CONSTITUTING A NUISANCE OF WHICH IS OFFENSIVE OR DISRUPTIVE is not allowed. Do not litter and exercise caution around docks and boats. People enjoy Lake Anna for its serenity; excessive noise will not be tolerated. Voices do carry from decks and hot tub. Remember, you are renting a home in a family community.

32. ANY NOXIOUS OR ILLEGAL ACTS, including, but not limited to illegal drug use, trafficking, use of alcohol by minors, etc. will constitute grounds for immediate eviction with no refund of rent.

GUEST ACKNOWLEDGES RECEIPT OF AND AGREES TO THE TERMS OF THIS AGREEMENT FOR HIMSELF AND HIS GUESTS.

\_\_\_\_\_ Dated: \_\_\_\_\_

Signature of GUEST

## IMPORTANT INFORMATION

GUEST First & Last Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell Number (Co-Tenant) \_\_\_\_\_

### Person to call if Emergency

(Someone not with you at the Lake)

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

Address \_\_\_\_\_ City: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### List of Others with You:

|       |            |       |            |
|-------|------------|-------|------------|
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |
| _____ | Age: _____ | _____ | Age: _____ |

# of cars: \_\_\_\_\_

# of pets: \_\_\_\_\_ Breed: \_\_\_\_\_