

Mandatory Short-term Rental Registration

Dear Hammond Acres Club Members/Owners,

As our Rules & Regulations (#6) state, members may rent their dwellings, but shall be responsible for the actions of their tenants and provide them with a copy of the Club's Rental Rules. Rentals generally result in heavier use of club facilities by people without a stake in our community. **Commercial exploitation of the Club and/or its facilities is prohibited.** Our lake and Club are maintained for the enjoyment of our members and their guests, *not* for absentee owners, short-term transients, or property owners who are not members in good standing of the Club. Accordingly, the following rules shall apply to all "Short-term Rentals" as defined in Mass G.L. c. 64G as *all rentals of 31 consecutive days or less*:

- a. All members who intend to do any Short-term Rentals during the calendar year shall **register** by emailing or writing the Club treasurer (addresses at hammondacres.org) at least two weeks before the first such rental, stating that intention along with the member's name, local property address, mailing address, telephone number, email address and rental platforms (e.g., Air B&B, VRBO, etc.), including any other forms of advertising. Thereafter, the member shall **notify** by emailing or writing the Club treasurer immediately after *each* Short-term rental, stating the address of the rental property, the number of days in the rental, and the total rental days to date for that property during the calendar year.
- b. A Short-term Rental Fee of \$100 *per rental* payable by check to "Hammond Acres Club, Inc.," shall be paid to the Club treasurer by all members who rent any part of their property *unless* the member's Short-Term rental days total 14 days or less. This fee shall be reduced by 50% for members who:
 - do not advertise on a platform or in any other form, AND
 - live at Hammond Acres during the entire period of the rental.
- c. The Short-term Rental Fee shall be due as soon as the member's combined Short-Term rentals surpass 14 days in a calendar year, and thereafter within one week after each Short-term rental.
- d. **To prevent commercial exploitation of our Club and its facilities, Short-term rentals are strictly limited to a total of 50 days per calendar year.** Any member who violates this limit shall pay a Penalty of \$500 for the first such violation and \$1,000 for each subsequent violation. This Penalty policy shall also apply to any member who fails to register or provide notification as set forth above in section "a".
- e. Any unpaid Fees or Penalties shall be added to the member's annual dues and shall prevent further use of all Club facilities by the member and their tenants.
- f. Since most homeowner insurance policies do not cover rental of the property, members who rent must maintain additional insurance to cover claims by tenants against the member and the Club, and shall indemnify and hold harmless the Club, its Directors and members from all losses resulting from a failure to do so or from insufficient insurance coverage.
- g. In order to protect our lake from invasive species, Tenants and/or guests are not allowed to bring their own boats or other watercraft (hereafter "outside boat"). Any vessel without an HAC sticker will be considered an outside boat and will be REQUIRED to be immediately removed from the lake.
- h. Owners will review the Hammond Acres Club Rules and Regulations with each Tenant or guest prior to their taking occupancy of the dwelling, and keep a copy prominently displayed in a common area of the dwelling. Tenants or guests must acknowledge they understand and will abide by these Rules and Regulations, including (but not limited to) the following:
 - I. Hunting on Club property is prohibited. No guns, including air and BB guns may be discharged over the lake, roads, or any other Club property.
 - II. No dogs shall be permitted to roam at large on the property of the Club. If dogs are allowed it is the responsibility of the Tenant or guest to clean up after their dogs.
 - III. No tents or trailers are permitted to function as dwellings anywhere in Hammond Acres
 - IV. "Quiet Hours" shall be in effect between 11 PM and 8 AM.
 - V. Remote-controlled boats, planes and drones are not allowed on Club property.

- VI. No fuel powered boats, vessels or vehicles, including snowmobiles, are allowed on Hammond Lake.
- i. Owners must provide Tenants with the owner's Beach Pass which the Tenant must have in their possession if they are utilizing the beach, golf course or other Club facility. If the Tenant is parking at the beach, golf course or other Club facility, the Beach Pass must be displayed prominently.
- j. Owners will provide the Club with the following information for each unique rental:
- Name(s) of Tenant(s)
 - Number of persons and pets in rental party
 - Contact information – mobile phone is preferable

Please also note that as of July 1, 2019 a new Massachusetts law requires Massachusetts short-term rental hosts to:

- Register with the Department of Revenue (DOR)
- Collect state room occupancy tax from guests
- File lodging tax returns monthly and pay all taxes due
- Maintain \$1 million in liability insurance (unless going through a platform such as Airbnb or VRBO that has equal or greater coverage)
- Inform their insurance provider that they will be operating a vacation rental

At the beginning of each calendar year and before renting their dwellings, those owners who wish to do so must read, sign and return this document to the **Treasurer of the HAC Board of Directors**: Michael Martin, 30 Fairview Street, Longmeadow, MA 01106. You may also register by emailing to mikepmartin29@gmail.com the following information: member's name, local property address, mailing address, telephone number, email address and rental platforms (e.g., Air B&B, VRBO, etc.), including any other forms of advertising. Email registration shall have the same legal effect as signing a paper copy of this document.

Failure to do so will result in loss of the right by Tenants to use the lake, beach, golf course and all other HAC facilities until registration by the Owner.

I certify that I have read and will follow the above rules.

Signature of Owner: _____ Date: _____

Name of Owner:

Local property address:

Owner's mailing address:

Telephone number(s):

Email address:

Rental platforms & advertising: