

**GALLATIN CREEK TO PEAKS
PROPERTY MANAGEMENT**

3508 LARAMIE DR.

SUITE 1B

BOZEMAN MT 59715

406-586-0585

406-587-7692 (fax)

WWW.CREEKSTOPEAKSRENTALS.COM



**PROPERTY MANAGEMENT
RESIDENT HANDBOOK**

**“WE LOVE TO RENT
AND IT SHOWS!”**

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HELPFUL TIPS TO ASSIST YOU WITH YOUR MOVE

ALL NEW TENANTS MUST LOG IN AT OUR WEBSITE AND SET UP A TENANT PORTAL.

MOVE IN CONDITION CHECKLIST

It is recommended that prior to your move-in; you verify and complete your condition checklist. This qualifies as your clear and concise statement as to the condition of the property. The Condition Checklist needs to be returned to Manager within 7 days of move in. **Failure to turn in The Condition Checklist within 7 days of receiving the form will result in you accepting the Premises in its current condition.**

SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR (WHERE REQUIRED)

Resident agrees to test the smoke detectors and carbon monoxide detectors periodically and report any malfunction promptly to Manager. Manager will make sure that the fresh batteries are installed (where applicable) and/or that the devices are operating correctly at the time tenancy begins. Tenant is responsible for maintaining devices after they assume tenancy.

MAINTENANCE / EMERGENCY NUMBERS

Our Maintenance Department phone number is **406-586-0585, M-F 8am-5pm.** Our 24/7 emergency line is **406-599-2288** If you agree to be there when the maintenance person comes, and you are not there, you may be charged \$80.00 for the service call. The Maintenance Department may also be reached for non emergency situations by the following ways: **TENANTS LOGGING IN TO WEB IS MANDATORY**

- 1) Mailing to: 3508 Laramie Dr., Ste 1B, Bozeman, MT 59718
- 2) GO TO creekstopeaksrentals.com **LOG INTO YOUR TENANT PORTAL AND SUBMIT A MAINTENANCE REQUEST.**

UTILITY INFORMATION

You will be instructed to place the utilities which you are responsible into your name prior to moving in. The following are nearby utility companies. Yours may or may not be listed.

GALLATIN COUNTY UTILITY COMPANIES

Northwestern Energy Co.: 1-888-467-2669

City Of Bozeman 406-582-3200 (water and Garbage)

If a problem arises with the utilities, please contact your utility company. All utilities have to remain in the Tenant's name for the duration of the Rental Agreement. Any unauthorized transfer of the utilities service from the Lessee's name to Manager's name may be cause for termination of the Rental Agreement and will result in an administrative fee of \$40.00 per occurrence.

SATELLITE DISH INSTALLATION

If you wish to subscribe to a service which requires a satellite dish of any type, you will need written approval from Manager before placing a dish on the property, whether on a pole or tripod. Installation of a dish mounted to any part of any of the building is strictly prohibited. If you choose the dish option, you will be required to return the property to its original condition at time of move out. No dish may be over 18" in diameter. An additional Security Deposit may be required.

GOOD NEIGHBOR POLICY

All Residents are required to maintain the Premises with the same care as if they were the Owner. The yard must be mowed, watered and trimmed, leaves cleaned up, debris and trash removed, and planting beds maintained. During winter months, snow and ice must be removed from walks on a timely basis to conform to city ordinances. You are asked not to disturb your neighbors, whether it is with loud parties, excessive visitors, loud music or having a loud TV. If complaints arise about excessive noise, noise before 8 am or after 10 pm, you will receive a Rental Agreement violation letter for non-compliance from our office and your account will be charged accordingly. If the occurrence happens twice within a six month period it may be grounds for eviction.

RENT

Rent is payable in advance or on or before 5:00 p.m. on the first day of each calendar month to Manager. Rent is preferred to be paid VIA our website through your tenant portal. Acceptance of rent does not constitute a waiver of prior Tenant(s) default. All payments made by Tenant(s) shall apply first to the oldest sums due and owing under the terms of this Agreement. If necessary rent will be based on a 30 day rent proration period. The rent must be paid with a single check unless the Manager has agreed in writing to accept separate checks from the Tenants. The Manager will not accept postdated or endorsed third party checks. NO EXCEPTIONS EVER!

TENANT MAINTENANCE RESPONSIBILITIES

As a Resident, we ask that the following items are adhered to:

- Household furniture, bottles, cigarette butts, cans, trash bags, car parts, debris, appliances, etc. do not belong outside the Premises.
- Replace light bulbs as needed. Replace smoke detectors batteries as needed.
- If drains or toilets become clogged, try Drano or plunging first. If that does not work, then contact the Maintenance Department. *UNDER NO CIRCUMSTANCES ARE ANY FEMININE HYGIENE PRODUCTS OR NON BIO-DIGRADABLE ITEMS TO BE FLUSHED DOWN ANY TOILET. IF DRAIN LINES BECOME CLOGGED AND IT IS DETERMINED THAT THE CAUSE IS DUE TO RESIDENT NEGLIGENCE, TENANT WILL RETAIN FINANCIAL RESPONSIBILITY FOR ANY AND ALL REPAIRS TO THE PLUMBING.
- Maintain the yard (mowing, watering, yard clean-up, and trimming as needed). Mowing is required once a week in the summer months. Watering is on an as needed basis depending on the weather conditions.
- We can provide mowing services. Please call us for a price quote.
- Carpets are to be professionally cleaned upon being soiled and/or vacating. A receipt is required for verification.
- Snow removal is required for all sidewalks and driveways. If you have the responsibility for cleaning up snow, please be sure you understand the following information. The City Ordinance regarding the clearing of snow and ice from walks is as follows: **Snow and ice removal must be completed by 9 AM the morning following any snowfall or ice. Failure to remove snow or ice from sidewalks is subject to a removal fine by the city of Bozeman at \$65.00 per hour with a one hour minimum.** We monitor all of the units that are required to remove snow and ice. If it is found that no snow or ice removal has been done that morning, it will be done for you and your account will be charged. If it appears that it has been done but it has continued to snow, we will not do it, but will check again the next morning after 9 AM. If the snow starts later in the morning, i.e. after 9 AM, we will not check units

until the next day. **Manager can provide snow and ice removal services at reasonable prices. Please call us for price quotes.**

- If an insect problem arises at the property as a result of your neglect you will be charged for any extermination services required.

SUMMER WATERING PROCEDURES

The best times to water are in the mornings and evenings from 6 am to 11am and 5 pm to 11 pm. To avoid flooding, be careful not to water too close to the building.

We monitor all properties that have lawns to be maintained by the tenants for watering, mowing, yard clean-up, flower bed maintaining, and weed removal. If your Rental Agreement indicates that you are responsible for any lawn care, we will check your property to ensure that the maintenance is being completed. You will need to make arrangements for someone else to attend to your lawn if you will be out of town. Failure to properly maintain the lawn areas will result in a Rental Agreement violation and Manager performing this service at your expense.

WINTERIZATION TIPS

If you are going to be gone for more that 7 days you must notify our office in writing. Do not set your thermostat below 65 degrees when outside temperature is below freezing, (32 degrees). Be sure to disconnect all outside hoses. Please be advised that should the pipes in your rental unit freeze, due to insufficient heat in the Premises or the heat being turned off, you may be accountable for any and all damages that result.

RESOLVING A CONFLICT WITH YOUR NEIGHBOR

As a “good neighbor”, it is your responsibility to meet your neighbors. When you move into a new neighborhood, make a point to introduce yourself and your household members to the neighborhood. The benefit of knowing your neighbors makes for a safe neighborhood and easy communication.

If a neighbor is causing a disturbance, first politely approach your neighbor about the issue. Allow a reasonable amount of time for the neighbor to remedy the situation. If your neighbor continues to be a disturbance, please submit a written complaint to our office. If your neighbor is involved in any illegal activity, please contact the police.

ANIMALS

Pet owners should do the following to remain “Good Neighbors”:

- **Clean up all animal waste from their yards on a daily basis.**
- Prevent their dogs barking from disturbing the neighborhood by tending to their pets needs.
- Spay or neuter their pets.
- Provide their animals with a collar that has an I.D. tag attached. * Dogs in Gallatin County are required to be licensed. Penalties are harsh for violators.

VEHICLES

Your rental may have limited or assigned parking. If noted in your contract, please park only in your designated parking space(s), and instruct any guests to do the same. If you park in an unauthorized parking space, your vehicle may be towed at your expense.

TIPS TO CONTROL MOLD / MILDEW

Resident(s) are required to report any mold issues to our office immediately to avoid further damage to the property. You can accomplish this by contacting our maintenance department which we have provided contact information for above.

1. Use the bath fan, or open the bath window if no fan available while bathing. This should continue for about ½ hour after you are finished and the bathroom door is opened.
2. Use range vent when cooking if there is one.
3. Open shades/blinds/curtains during waking hours.
4. Use a dehumidifier.
5. If you have a ceiling fan, run it in reverse. Almost all ceiling fans have a reverse switch on them.
6. Wipe down window frames when they get wet.
7. Wipe any areas of mold/mildew with a solution of chlorine bleach and water, or spray with a product such as X-14 mildew remover. Be careful not to get any of the solution on the carpet or any fabric (it will bleach it).
8. If you notice a leak from another unit or from any of your plumbing, call us immediately so we can fix it.
9. Move furniture away from outside walls during winter months to allow air circulation.

ACKNOWLEDGEMENT OF SECURITY POLICY

1. **No Representations.** Residents and Occupants acknowledge that neither Owner nor Manager has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.
2. **No Warranty or Guarantee.** Residents and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest and invitee is responsible for protecting his or her own person and property.
3. **No Reliance on Security Devices or Measures.** Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

MEGAN'S LAW DISCLOSURE

Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act.

COST SCHEDULE

Pet Policy:

- \$50.00 a month for first pet / \$100 for two pets
- \$200.00 non-refundable pet leasing fee / additional \$200 for second pet
- \$50.00 interim inspection fee if the pet is no longer at the residence and tenant is requesting to drop the pet rent.

NOTE: The following breeds are among the top aggressive and destructive breeds in the world and are not allowed in any of our units:

Rottweilers, Pit-bulls, Chows, Doberman Pinschers, and Wolf Hybrids.

ADD / RELEASE AGREEMENT-TENANT POLICY

There will be an administrative charge and procedure for any addition or deletion of a Tenant from the Rental Agreement. This payment must be accompanied by the written authorization of the Manager and all current Tenants of this Rental Agreement. Persons adding must complete a rental application and be approved. (Dependents of current tenants that are 18 years and under are exempt from this policy).

KEY POLICY

There will be a charge incurred by the tenant for any / all locks that are re-keyed. As per your contract Section 6 in Rental Agreement and Section 3 in Resident Handbook, no one except Manager may re-key your locks.

There is a minimum **\$10.00** fee for replacement of a single key.

If the lock out occurs after hours or on weekends / holidays, we recommend that the Tenant call a locksmith to gain access to their Residence. If Manager or Agent of Manager must go to the Residence to let the Tenant in, charges will be incurred by the Tenant.

POTENTIAL MOVE OUT EXPENSES

Administrative fee will be assessed to the total cost of any maintenance or cleaning performed by Management Company or its vendors.

Cleaning charges will be assessed per hour for any cleaning not completed at the move-out inspection (or after 24 hour follow-up inspection).

Rent charges beyond the move-out date will be incurred if the property does not have a perfect inspection (24 hours notice will be given before charges are applied). Two (2) additional days in rent will be added for cleaning, three (3) additional days will be added in rent for maintenance, or five (5) days if both maintenance and cleaning is required.

Missing or burnt out light bulbs

Cost to replace anything missing or broken as a result of tenant negligence.

An administrative/billing fee will be assessed per billing cycle if tenant cancels utility service before the end of the lease term. Cost of keys not returned. Keys include: rental home, mailbox, storage, garage door openers, etc. Cost to replace missing /dead batteries for smoke alarms and/or CO detectors.

HOUSE CLEANING

Manager holds firm to a high standard of cleaning. We wish to ensure future tenants move into a clean residence. **If your home is NOT clean at the time of move-in, Manager must be contacted immediately (within 7 days of move-in). Otherwise, we will assume you had no complaint regarding the cleaning, and we will treat your move-out inspection as if your home was clean at the time of move-in.**

At the time of move-out, if you would like help or tips with cleaning, please call our office. If you feel

you may not have the time to clean, we recommend hiring a professional cleaner.

CARPET CLEANING

You must have your carpets professionally cleaned by a ***Truck Mounted system. Renting a steam cleaner is not considered professionally cleaned.*** A receipt for this service from a professional carpet cleaning company must be presented at your move out inspection or dropped off at our office. If after the carpet has been cleaned, it still appears dirty and does not pass the move out inspection, you may be charged for additional carpet cleaning if your carpet cleaner does not guarantee their work. It is in your best interest to have your carpets cleaned prior to your move out inspection. If the cleaning must be completed by Manager or Manager's Agent, there will be administrative fees added to the total cost.

Recommended Carpet Cleaners:
SOAPY SUDS CLEANING SERVICE: 406-388-3595

SECTION 1. USE OF DWELLING UNIT

Tenant must obtain Manager's written approval when having guests who will be staying at the unit in excess of 7 days total during the term of the Rental Agreement.

****Please refer to Section 2 in your Rental Agreement***

SECTION 2. LATE RENT / BAD CHECKS / COLLECTIONS

Only one form of payment will be accepted for the dwelling unit from named Tenant unless other arrangements have been made in writing with the accounting Manager.

1. Manager's acceptance of rent from a person other than the named Tenant shall not be a waiver of Section 18, and shall not constitute acceptance of such person as a Tenant. Rent may be paid in the form of personal check, cashier's check, ACH draft (electronic funds transfer), Visa or MasterCard (a fee may be assessed for this method of payment), or money order, payable in U.S. Funds and shall be made payable to Management Company. **No cash will be accepted for rent.** If a personal check or ACH is returned by Tenant's bank for any reason, a charge of **\$45.00** shall be added to rent for the month and Tenant shall not be current with rent as long as said charge is not paid. If Tenants personal check or ACH is returned uncollected or unpaid, Manager may require that all subsequent rental payments be made, by cashier's check, credit card or money order, payable in U.S. funds.
2. NO postdated or two party checks will be accepted.
3. Payments made by Tenant shall be applied in the following order: first to damages, non-sufficient funds, non-compliance charges, utility charges, attorney fees, late fees and past due rent; oldest month to newest.
4. Tenant understands in the event any unpaid balance is placed for collection with any third party collection agency or attorney, a fee of 50% of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees, late fees, and any other fees and costs due to Management Company. The authorized fee of 50% of the unpaid balance and the additional collection related costs and charges listed above, without limitation, represent the actual costs incurred by the Manager to collect amounts owed under this agreement and a corresponding decrease in revenues resulting from Tenant(s) failure to pay as specified in this agreement. Notwithstanding this or any other provision of this Agreement, Tenant shall be responsible for all collection costs, including attorney's fees and court costs incurred as a result of Tenant's non-payment under this agreement.

****Please refer to Section 4 in Rental Agreement***

SECTION 3. KEYS

Tenant: Requests that locks be re-keyed at residence

There will be a charge incurred by the tenant for any / all locks re-keyed. As per your Rental Agreement Section 6, no one except Manager may re-key your locks. Tenant shall not add or change any lock, locking device, bolt or latch on the Premises without the express written consent of the manager.

There is a minimum **\$10.00** fee for replacement of a single key.

When a Tenant becomes locked out of their Residence during business hours, the Tenant may come to the office and check out a key to gain access to their Residence. There is a key check out procedure. If the lock out occurs after hours or on weekends / holidays, we recommend that the Tenant call a locksmith to gain access to their Residence. If an employee of Management Company must go to the Residence to let the Tenant in, charges will be incurred by the Tenant.

****Please refer to Section 6 in Rental Agreement***

SECTION 4. SECURITY DEPOSIT

****IMPORTANT** If tenants do not pass (1st/initial) move-out inspection, tenants will be charged for rent and utilities until property is rent ready. Management Office offers a five (5) day cap from the (2nd) inspection, or from the day the “24 Hour Re-Inspect Form” is signed and submitted to our office.**

If excessive cleaning and/or maintenance are required, Management Office may charge beyond five (5) days. Otherwise, for all standard cleaning and maintenance, Management Office will charge two (2) days for required cleaning, three (3) days for required maintenance, or five (5) days for both cleaning and maintenance. Please ask a property manager if you do not understand this section.

Definitions - As used in this Section, the following definitions apply:

1. **“Cleaning Expense”** means the cost of cleaning done by Manager, or a selected representative of Manager for cleaning needs not attributable to normal wear brought about by Tenant's failure to bring the Premises to the condition it was at the time of initial occupancy by Tenant. Any cleaning done by Manager shall be charged at rates set forth in its Schedule of Service Charges available for inspection by Tenant during normal business hours at the office.
2. **“Damage”** means any and all tangible loss, injury, or deterioration of the Premises caused by the willful or accidental acts of Tenant occupying same or by Tenant's family, licensees, or invitees, as well as any and all tangible loss, injury, or deterioration resulting from Tenant's omissions or failure to perform any duty imposed upon Tenant by law or this Rental Agreement with respect to the Rental leasehold.
3. **“Security Deposit”** means value given, in money or its equivalent, to secure the payment of rent by Tenant under this Rental Agreement or to secure payment for damage to, and cleaning of the Premises. Security Deposit will be held in trust and applied in accordance with Montana Law.

Security Deposit - Deductions authorized there from.

At the request of either party, the Premises may be inspected up to 1 week prior to termination of the tenancy. If Tenant desires a move out inspection, at a minimum, Tenant must make a written request to be served on Manager with reasonable advance notice of the proposed inspection time and date. Tenant must schedule the move-out inspection to take place no less than 48 hours prior to Tenant's intended date and time of departure. Tenant need not be present for the move-out inspection. If Tenant schedules a move-out inspection and does not appear at the scheduled time, Manager may conduct the move-out inspection in Tenant's absence without further notice.

Cleaning charges shall not be imposed for normal maintenance performed on a regular basis by Manager as noted by Manager at the time that Tenant occupies the Premises unless Manager is forced to perform this maintenance because of negligence of Tenant. Additionally, cleaning charges shall not be assessed until a 24 hour written notice of cleaning deficiencies has been given to Tenant. Said 24 hour notice may be served by leaving the notice in a visible location inside the Dwelling Unit. The notice shall include the cleaning not accomplished by Tenant and the additional and type or types of cleaning that need to be done by Tenant to bring the Premises back to its condition at the time of its renting. After the delivery of the notice, Tenant has 24 hours to complete the required cleaning. If notice is mailed by certificate of mailing or certified mail, service of the notice is considered to have been made 3 days after the date of the mailing. If Tenant fails to notify Manager of the intent to vacate in writing or if Tenant vacates the Premises without written notice, Manager shall be relieved of the requirement of giving notice and may deduct any necessary cleaning charges from the deposit.

Statement of Condition

The written statement of the present condition of the Premises shall contain at least the following:

1. A clear and concise statement of the present condition of the Premises known to Manager or which should have been known upon reasonable inspection;
2. if the Premises has never previously been let, a statement indicating the fact; and
3. the signature of Manager.

Failure of Manager to furnish Tenant, in conjunction with the execution of the Rental Agreement, with a separate written statement of the present condition of the Premises intended to be let, shall not bar Manager from recovering any sum for damage to or cleaning of the Premises which Manager can establish by clear and convincing evidence is damage, cleaning or other charges made necessary as a result of the tenancy in question and was caused by the Tenant occupying the Premises or the Tenant's family, licensees, or invitees.

****Please refer to Section 7 in Rental Agreement***

SECTION 5. UTILITIES

1. **Rental Agreement Default.** Any installation, change, alteration, or interference with the mechanical, electrical, sanitary, or other services of the Building and/or Dwelling Unit shall constitute a default of the Rental Agreement and may lead to termination of this agreement.
2. **Indemnification.** Tenant agrees to indemnify and hold Manager harmless from and against any and all claims, losses, damages, costs, expenses, fines, and demands asserted against Owner due to Tenants change or alteration to, or interference with, the mechanical, electrical, sanitary, or other service systems.
3. Tenant shall not disrupt or terminate regular utility service to or from the Building or Dwelling without prior consent of the Manager. Tenant shall not use devices designed to supply heat or light to the Building or Dwelling (including, but not limited to, space heaters, lamps, candle

lights etc.) unless such devices comply with all applicable building, fire and product safety standards and codes. Tenant assumes full responsibility to ensure and warrant, that any such devices used are safe and are used in a safe manner. Tenant agrees to indemnify, defend and hold harmless, Manager and the Owner and landlord of the Building or Dwelling against any claims arising out of Tenants use of any device designed to supply heat or light to the Building or Dwelling.

****Please refer to Section 8 in Rental Agreement***

SECTION 6. PARKING

In the event that Tenant is assigned a parking area for the Premises, Tenant shall use such space exclusively for parking of Tenant's own passenger automobiles, and not for the washing or repair of vehicles. Parking space shall not be used for trucks or pickups in excess of 1 ton boats, recreational vehicles, unlicensed, abandoned, or unregistered vehicles. Tenant shall not park or allow any other person to park in any other space in the parking area. Manager reserves the right to assign Tenant a different parking space on 5 days notice to Tenant. Guests and invitees shall park on adjacent streets or in designated Guest Parking areas. Violators may be towed at vehicle Owner's risk and expense.

****Please refer to Section 9 in Rental Agreement***

SECTION 7. STATUTORY DISCLOSURES

1. **Lead Based Paint:** Residential real property on which a residential dwelling was built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk for developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to occupancy of such property. Risk assessments for lead based paint are the responsibility of Tenant or prospective Tenant.

2. **Managers Disclosure (Initial):** [____]

Presence of a lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the house.
(Explain):

Manager has no knowledge of lead-based paint and/or lead-based paint hazards in the house.

3. **Records and Reports** available to the Manager (check one below):

Manager has provided the Tenant with all available records and reports pertaining to lead-based paint and /or lead-based hazards in the house.
(List Documents):

Manager has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Manager has informed the Owner of the Premises of the Owners obligations under 42 U.S.C. 4582 and is aware of his/her responsibility to ensure compliance. Original signature of the Owner is on file and available upon request.

4. **Certification of Accuracy**

The parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

****Please refer to Section 12 in Rental Agreement***

SECTION 8. MOLD / MILDEW NOTICE

Prior to commencement of the Term of said Rental Agreement, Manager and Tenant have visually inspected the Dwelling Unit and observed no visible mold or mildew, obvious water leaks, or presence of excess moisture conducive to mold growth, unless expressly noted on the Initial Condition Report.

Mold and mildew result when water remains in contact, for even short periods of time, with cellulose-rich/nitrogen-poor building materials. Given the right conditions, mold spores can germinate and colonize in as little as 24 hours. Possible damages due to the continued presence of and exposure to mold include, but are not limited to; deterioration of health, increased sensitivity to allergens, loss of value of the building, and structural damages. If the level of contamination is significant, any or all of the types of damages listed can be severe. Therefore, water intrusions observed in any Dwelling Unit, no matter how small, are treated by Manager with the same level of attention as any other imminent threat to human health.

It is therefore imperative that your Dwelling Unit be maintained in a condition free from excess moisture, whatever the source, and that the Manager is notified immediately upon discovery of any of the conditions or health symptoms described in this section. Tenants are expected to do their part to mitigate the possibility of mold growth by keeping their Dwelling Units clean and free from conditions that promote moisture. Frequent cleaning with anti-bacterial or anti-microbial cleaning agents such as diluted bleach or Lysol disinfectant cleaning solution dramatically reduce the level of mold species present in an indoor environment.

Carefully and thoroughly inspect your Dwelling Unit on a regular basis for water leaks, damp areas, areas of condensation or actual mold or mildew growth. Areas of a Dwelling Unit that are particularly susceptible to water intrusion and therefore conducive to mold growth include but are not limited to; areas around water mains, dishwashers, clothes washers and dryer vents, showers, bathtubs, sinks, toilets, refrigerators, aquariums, humidifiers, water softeners, and any other appliances or fixtures utilizing water.

Tenant must make note of suspected mold and/or mildew growth on the Statement of Condition / Move in Condition Report at the commencement of the Term.

If you observe mold growth or excess moisture in any part of your Dwelling Unit or if you experience unusual allergy-type symptoms (such as sneezing, dry cough, wheezing, runny nose) or any other non-specific symptoms such as extreme fatigue and/or headaches that seem to only occur or are exacerbated while inside your Dwelling Unit and are not attributable to any other cause, please notify the Manager immediately.

Pursuant to relevant provisions of Montana Code, the Owner of this Rental Premises has disclosed the presence of mold or propensity for mold growth at this location. A copy of this disclosure is available for inspection at the offices of the Management and is by this reference incorporated into this Rental Agreement as though set forth in full here. Manager will not be responsible for damages related to mold growth that occur as a result of Tenant's negligence, Tenant's failure to immediately

report to Manager recurring or widespread mold growth or water intrusion (water leaks or condensation of any kind) which promote mold growth or Tenant's failure to use and maintain the dwelling unit in a sanitary manner that discourages mold infestation. Tenant will be liable for mold-related damages where Tenant negligence or inaction has allowed conditions conducive to mold growth to be present. Furthermore, the Tenant, by continuing his or her tenancy after receipt of this Mold Disclosure, expressly agrees to defend, indemnify and hold Manager and Property Owner harmless from and against all loss, liability, damage and expense including reasonable attorney's fees and costs suffered or incurred by Manager and/or the Property Owner on account of the presence of mold or similar infestations at the Rental Premises so long as no such loss, liability, damage or expense is not directly attributable to gross negligence on the part of Manager and/or the Property Owner.

The undersigned Tenant acknowledges receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. Tenant further acknowledges that the Manager, who has provided this Disclosure, is not liable for any action based on the presence of or propensity for mold in the property.
****Please refer to Section 12 in Rental Agreement***

SECTION 9. TENANT TO MAINTAIN DWELLING UNIT

Tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
2. Keep the part of the Premises that Tenant occupies and uses as reasonably clean and safe as the condition of the Premises permits;
3. Dispose from the Dwelling Unit all ashes, garbage, rubbish, and other waste in a clean and safe manner and, if the Dwelling Unit is on a septic system for disposal of waste, if the system is plugged or backed up because of improper disposal of sewage, Tenant will be charged accordingly. The disposal of feminine hygiene products down the commode is prohibited.
4. Keep all plumbing fixtures in the Dwelling Unit or used by Tenant as clean as their condition permits;
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the Premises;
6. Conduct oneself and require other persons on the Premises with the Tenant's consent to conduct themselves in a manner that will not disturb the Tenant's neighbors' peaceful enjoyment of the Premises.
7. Use the parts of the Premises including but not limited to the living room, bedroom, kitchen, bathroom, and dining room in a reasonable manner considering the purposes for which they were designed and intended. Tenant shall not store personal belongings or access crawl space or attic without express written permission of Manager. This section does not preclude the right of the Tenant to operate a limited business or cottage industry on the Premises, subject to state and local laws, provided the Manager has consented in writing. Manager may not unreasonably withhold consent, provided that the limited business or cottage industry is operated within reasonable rules of the Manager;
8. Notify Manager of any damage to Premises, or areas requiring maintenance (e.g. cracked tile around tub/shower area or need for caulking) and any potential hazard or danger on the Premises. If Tenant fails to report or delays in reporting a repair item, for example, a roof leak or a leaky sink drain, which can cause further damage or hazardous condition, the Tenant may be held responsible for damage to property;

9. There will be a service call fee of **\$40.00** whenever a maintenance call is made and the repair is unable to be performed because the unit is inaccessible as a result of the Tenant's absence or failure to show for an appointment or the failure to restrain a pet(s).

Tenant shall not destroy, deface damage, impair, or remove any part of the Premises or permit any person to do so. Tenant shall not alter, add to the Premises, paint or wallpaper without prior written consent of Manager. Where dumpsters are provided for tenants, all tenants are responsible for keeping the area around the dumpster free of debris. Where dumpsters are not provided for tenants, the Manager may provide garbage service and a 90 (ninety) gallon wheeled container or require tenant to do so.

Tenant shall be liable for the expense caused by Tenant's failure to comply with these conditions, and thereupon, Tenant agrees that Manager may bring the Premises into compliance and charge the Tenant the reasonable cost thereof. Any such expense incurred by the Manager is payable by the Tenant to the Manager upon presentment of the charges to the Tenant. Any work done by Manager caused by Tenant's failure to comply with the foregoing provisions of this Section shall be charged at rates set forth in its Schedule of Service Charges available for inspection by Tenant during normal business hours at the offices of Manager, or any such work done by a person hired by Manager . Tenant shall not authorize others to utilize dumpsters for any reason and may be assessed a violation fee for non-compliance. Tenants shall not leave large items near the dumpster for trash pick-up and agree to utilize the dumpsters only for items and substances that may be lawfully disposed of by way of general trash collection in the public land fill. (See Resident Handbook for more information on Hazardous Materials disposal).

****Please refer to Section 13 in Rental Agreement***

SECTION 10. FAILURE OF TENANT TO MAINTAIN DWELLING UNIT - MANAGER'S RIGHT TO ENTER AND REPAIR

If there is noncompliance by Tenant with [Section 13 in Rental Agreement](#) herein affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by Manager specifying the breach and requesting that Tenant remedy it within that period of time, Manager may enter the Dwelling Unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the cost, or the fair and reasonable value thereof as rent on the next date periodic rent is due or, if the Rental Agreement has terminated, for immediate payment.

****Please refer to Section 13 in Rental Agreement***

SECTION 11. COMPLIANCE WITH LAWS

Tenant shall not violate any law, or commit or permit any waste or nuisance in or about the Premises, or in any way annoy any other person residing in or within 300 (three hundred) feet of the Premises. The use or sale of drugs or other controlled substances on the Premises shall be a material breach of this Rental Agreement and shall, at the option of the Manager, permit the Manager to terminate this Rental Agreement authorized by applicable law.

Tenant, members of Tenant's household, Tenant's guests, Tenant's invitees, or any other person who is living in, visiting, staying at or frequenting the Tenant's Premises shall:

1. Not engage, or in any way be involved, in any criminal activity in, on, or near the Premises or common area.
2. Not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, in, on or near Premises or common area.
3. Not permit the Premises to be used for any criminal activity, including drug-related criminal activity.

Violation of any of the above provisions shall be a material and irreparable violation of the Rental Agreement and good cause for termination of tenancy

SECTION 12. ABANDONMENT

If Manager fails to use reasonable efforts to rent the Dwelling Unit at a fair rental or if Manager accepts the abandonment as surrender, the Rental Agreement is terminated by Manager as of the date Manager has notice of the abandonment and accepts Tenant's surrender. If the tenancy is from month-to-month or week-to-week, the term of the Rental Agreement for this purpose is a month or a week, as the case may be.

****Please refer to section 17 in Rental Agreement***

SECTION 13. ASSIGNMENT / SUBLETTING

If Tenant is at any time in non-compliance with the preceding section, Tenant shall pay additional monthly rent in an amount equal to 25% of the monthly installment of rent stated in [Section 3 of Rental Agreement](#) for each person who uses the Premises as a home, residence, or sleeping place who is not named in [Section 2 of Rental Agreement](#) herein, for the entire term of this Rental Agreement. In addition, Tenant shall be in non-compliance of the Rental Agreement and subject to termination.

1. If Tenant vacates the Dwelling Unit during the Term, Tenant may not allow the possession of the property to be transferred to a third person or sublet the property unless Manager has consented in writing.
2. If the Dwelling Unit is a mobile home lot, the sale or rental of a mobile home upon the Dwelling Unit does not entitle the purchaser or renter to retain rental of the lot unless the purchaser or renter enters into a Rental Agreement with Manager.
3. Manager's acceptance of rent from a person other than the named Tenant shall not be a waiver of this paragraph, and shall not constitute acceptance of such person as a Tenant.

****Please refer to Section 18 in Rental Agreement***

SECTION 14. TERMINATION / HOLDOVER

If Tenant remains in possession of the Dwelling Unit without Managers consent after expiration of the Term, rent for the holdover period shall be three times the periodic rent in effect at the expiration of the Term, and Manager may bring an action for possession in accordance with the provisions of the Montana Residential Landlord and Tenant Act of 1977.

All parties listed on the Rental Agreement must sign the 30 day notice of intent to vacate the property in order for the 30 day notice to be valid.

SECTION 15. DUTIES OF MANAGER

Manager shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety in effect at the time of original construction in all dwelling units where construction is completed after July 1, 1977.
2. Make repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
3. Keep all common areas of the Premises in a clean and safe condition;
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;

5. Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Dwelling Unit and arrange for their removal **(If applicable in county.)**;
6. Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1, except if the building that includes the Dwelling Unit is not required by law to be equipped for that purpose or the Dwelling Unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant; and
7. Install, in accordance with rules adopted by the Montana Department of Justice, an approved smoke detector in each dwelling unit under his control. Upon commencement of the Rental Agreement, Manager shall verify that the smoke detector in the Dwelling Unit is in good working order. Tenant shall maintain the smoke detector in good working order during the Tenant's rental period. For purposes of this subsection, an approved smoke detector is a device that is capable of detecting visible or invisible particles of combustion and that bears a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly;
8. **No Representations.** Tenant and Occupants acknowledge that neither Owner nor Manager has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures;
9. **No Warranty or Guarantee.** Tenants and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Tenants, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, Occupant, guest and invitee is responsible for protecting his or her own person and property;
10. **No Reliance on Security Devices or Measures.** Tenants and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenants and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property.

SECTION 16. TENANT RULES AND REGULATIONS

The tenant rules and regulations have been adopted by Manager for the purposes of promoting the convenience, safety, and welfare of the occupants in the Premises, preserving the property from abusive use, and making a fair distribution of services and facilities held out for the tenants generally. Manager may adopt additional rules and regulations and may amend the existing rules and regulations at any time, subject to the following conditions: (1) A rule adopted by Manager shall be in writing and shall be given to Tenant; and (2) If a rule is adopted after Tenant enters into this Rental Agreement that works a substantial modification of the Tenant's bargain, it shall not be valid until 30 days' written notice in the case of tenancies from month-to-month or of tenancies for any period longer than month-to-month. Any rule or regulation so adopted or amended by Manager shall be incorporated herein by reference and shall accordingly amend the terms and provisions of this Rental Agreement. Any failure by Tenant to comply with one or more of the following rules or regulations, or any rule or regulation subsequently adopted or amended in accordance with the preceding paragraph, shall constitute a default by Tenant hereunder:

1. All activities of the Tenant or the Tenant's guests or invitees are to be conducted in a quiet dignified manner so as not to create a nuisance or to annoy or disturb neighbors.
2. Boisterous activity or loud noise from talking, musical instruments, radios, televisions, appliances and the like is not permitted. (Tenant shall be particularly quiet between 10 p.m. and 8 a.m. in consideration of neighbors).
3. Tenant shall not do or keep anything in or about the Premises that will obstruct the common areas available to other tenants.

4. Animals not listed in [Section 5](#), or in the attached Pet Agreement, are not permitted on or within the Premises (this includes visiting for any period of time, babysitting, etc.) without the prior written permission of the Manager.
5. All trash must be bagged, securely closed, and placed in the trash containers. No accumulation of trash inside or outside of the Dwelling Unit is permitted.
6. All Tenants are responsible for maintaining their walks in the winter months.
7. Do not use large nails in the walls. Picture hook nails are required or very small pin hole nails only, no tape.
8. If Tenant has a pet, Tenant is required to clean up all pet messes daily. If this is not done when Manager does property checks, Tenant will be notified to either clean up any pet messes, get rid of the pet, be charged with damages, or any combination of the foregoing.
9. Tenant is responsible for watering the grounds of the Premises if indicated in [Section 22](#). Failure to do so will make Tenant financially responsible for damages to the grounds, trees and shrubbery, and subject to termination of the Rental Agreement pursuant to this Rental Agreement and other applicable provisions of law.
10. Tenant is responsible for upkeep of the Premises, which may include the exterior in addition to the interior. This responsibility includes but is not limited to replacement of light bulbs, furnace filters and smoke alarm batteries. Tenant is to treat the Premises with care and respect. Among other things, if Tenant resides in a single family home, the Tenant shall pick up and dispose of litter around the Premises, and not store personal belongings outside. This includes but is not limited to household furniture.
11. Carpets are to be professionally cleaned and deodorized after carpets have become soiled. "Professional" means use of a commercial carpet cleaning service. Tenant shall have all carpets cleaned by a professional carpet cleaner upon vacating the Dwelling unit (when all personal belonging have been removed from the Premises) and a paid receipt from the cleaner must be presented to Manager. **Dry cleaning methods are not acceptable under any circumstances.**
12. Tenant shall abide by covenants of property and/or homeowners association related to the Premises.
13. There will be an administrative charge for any addition or deletion of a Tenant from the Rental Agreement. This payment must be accompanied by the written authorization of the Manager and all current Tenants of this Rental Agreement.
14. Tenant MUST give 30 days' written notice of intention to vacate the Dwelling Unit regardless of the Term of this Rental Agreement (breaking Rental Agreement, end of Rental Agreement, month-to-month Rental Agreement, etc.). 30 day notice must be signed by both the Manager and all current parties defined under the heading of Tenant. All notices must be given through our MOVE OUT PACKET available online and through our office.
15. If the property is not ready for the final move-out inspection, necessitating an additional trip to the property, Tenant agrees to pay a **\$50.00** service call fee. If the cleaning has not been completed by the Tenant upon the final inspection date, the Manager will send a cleaning service in to clean the property at a rate set by the cleaning service provider and will be charged to the Tenant. ***Refer to Section 22 in Rental Agreement**

Offers for tenants:

AUTOMATIC PAYMENT

Auto pay enables you to set up automatic payment drafts directly from your checking or savings account on the first of every month. Provide our office with your e-mail address and we will e-mail you a link.

LAWN CARE & SNOW REMOVAL

This service is handy for tenants who are away from the residence for a period of time, or would simply prefer to have lawn care and snow removal performed by a professional. Prices will vary depending on the size and condition of the exterior. Call us for a quote.

CLEANING SERVICE

Property Manager has a cleaning service that guarantees its work. If you are in need of cleaning at anytime during your tenancy we would be happy to work with you. Call us for a quote.

Property Manager offers Notary Public services free of charge.