

**Welcome To Your
New Home!**

Resident Handbook

Contents

- MOVE-IN CONDITION CHECKLIST..... 3
- SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS..... 3
- ROUTINE AND EMERGENCY MAINTENANCE REQUESTS..... 3
- UTILITY INFORMATION..... 3
- SATELLITE DISH INSTALLATION..... 5
- GOOD NEIGHBOR POLICY..... 5
- RENT..... 5
- SUMMER WATERING PROCEDURES..... 6
- WINTERIZATION PROCEDURES..... 6
- RESOLVING A CONFLICT WITH YOUR NEIGHBORS..... 6
- PETS..... 7
- PESTICIDES..... 7
- SIDEWALKS..... 7
- VEHICLES..... 7
- CONTROLLING MOLD AND MILDEW..... 7
- SECURITY POLICY..... 8
- MEGAN’S LAW AND DISCLOSURE..... 8
- ADD/RELEASE AGREEMENT – TENANT POLICY..... 8
- MAINTENANCE OF DWELLING..... 8
- MOVE-OUT EXPENSES..... 9
- HOUSE CLEANING..... 10
- CARPET CLEANING..... 10
- USE OF DWELLING UNIT..... 10
- LATE RENT / BAD CHECKS / COLLECTIONS..... 10
- RE-KEYING LOCKS AND KEYS..... 11
- SECURITY DEPOSIT..... 11

MOVE-IN CONDITION CHECKLIST

It is recommended that you verify and complete the condition checklist with Manager prior to your move-in date. This checklist will qualify as your clear and concise statement regarding the condition of the premises. The condition checklist must be returned to Manager within 7 days of move-in. Failure to turn in the condition checklist within 7 days will be taken as your acceptance of the premises and the move-in condition report in its current condition. The move-in condition report is the baseline condition that you will be required to return the unit to the landlord (less normal wear and tear) when you move out.

SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

It is the responsibility of the resident to test the smoke detectors periodically and report any malfunction promptly to Manager. Manager will make sure fresh batteries are installed and that the devices are operating correctly at the time tenancy begins. The resident is responsible for maintaining devices and replacing batteries as necessary after s/he assumes tenancy.

ROUTINE AND EMERGENCY MAINTENANCE REQUESTS

All maintenance requests must be in writing; they are Online through the tenant portal, by email or by postal (physical) mail.

In the case of an emergency, call (406) 407-3140. Even if you call in an emergency, you are then asked to put your emergency request in writing using one of the three work order options. Always include the following: your name, address, unit number (if applicable), the date of request, if we may enter the premises unaccompanied by you (if anyone is present, there must be at least one individual 18 years or older) and the maintenance concern you have. Here's how to enter a work order each of the 3 ways available to you:

Email: www.everydaypropertymanagement@gmail.com

Postal Service: Everyday Property Management, P.O. Box 5500, Kalispell, MT, 59903.

UTILITY INFORMATION

Any installation, change, alteration, or interference with the mechanical, electrical, sanitary, or other services to the premises shall constitute a default of the Rental Agreement and may lead to termination. Tenant agrees to indemnify and hold Manager harmless from and against any and all claims, losses, damages, costs, expenses, fines,

and demands due to Tenant's change, alteration, or interference with the mechanical, electrical, sanitary or other service systems. Tenant agrees not to disrupt or terminate utility services to the premises without prior written consent from the Manager.

You will be instructed to place the utilities for which you are responsible in your name prior to move-in. The following are Flathead County utility providers. Yours may or may not be listed. If you need help locating your utility provider beyond what is provided below, please call the management office phone number.

➔Electric

[Flathead Electric Cooperative](#): 2510 U.S. Highway 2 East Evergreen MT 59901, 406-751-4483

[North Western Energy](#): 890 North Meridian Road Kalispell MT 59901, 406-751-2200

➔Natural Gas (comes by buried pipe to the property)

[North Western Energy](#): 890 North Meridian Road Kalispell MT 59901: 406-751-2200

➔Propane (only if you have a propane tank on the property)

Amerigas: 1120 East Idaho St., Kalispell, MT 59901, 406-257-3406,

<https://www.amerigas.com/propane-locations/northern-energy/mt/kalispell>

➔Water and Sewer

[Bigfork Water & Sewer District](#): 108 Harbor Heights Boulevard Bigfork MT 59911, 406-837-4566

Columbia Falls: 130 6th St West, Room A, Columbia Falls, Montana 59912, 406-892-4391. <http://cityofcolumbiafalls.org/public-works/utilities> and <http://cityofcolumbiafalls.org/info-for-new-water-sewer-customers>

Kalispell: http://kalispell.com/public_works/water.php, 406-758-7745
utilitybilling@kalispell.com

[Lakeside County Water & Sewer](#): 253 Bierney Creek Road Lakeside MT 59922, 406-844-3881

[Evergreen Water District](#), 130 Nicholson Drive Kalispell MT 59901, 406-257-5861

[Whitefish Water Department](#): 418 2nd Street Whitefish MT 59937, 406-863-2456

➔Telephone / Internet / Cable

Charter/Spectrum: <https://www.thecharterbundle.com/Montana/Kalispell-MT-59903>

Century Link: <http://www.centurylinkinternetservice.com/internet/montana/kalispell/>

AT&T: <https://www.att.com/stores/montana/kalispell/89936>

Montana Sky Networks: <http://deals.montanasky.net/index.cfm?inc=residential>

➔Trash

North Valley Refuse (Whitefish, Columbia Falls): 5445 Hwy 93 S, Whitefish, MT 59937.
Phone: (406) 862-4381 or (800) 257-6947

[Republic Services](#) (Bigfork): Phone: 406-543-3157

[Evergreen Disposal](#): (Kalispell): P.O. Box 7158, KALISPELL, MT 59904.
Phone: 406-257-1739. Email: olpevergreendisposal@wcnx.org

If a problem arises with the utilities, please contact your utility company. All utilities for which the resident is responsible must remain in the resident's name for the duration of the Rental Agreement. Any unauthorized transfer of the utility service from the resident's name to the manager's name may be cause for termination of the Rental Agreement and will result in an administrative fee.

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 the property manager before placing a satellite dish on the property. Installation of a satellite dish mounted to any part of the building without written approval is strictly prohibited.

GOOD NEIGHBOR POLICY

All residents are encouraged to maintain the premises with the same care as if they were the owner. The yard must be mowed and watered during summer months, leaves cleaned up in the fall, and any debris or trash removed promptly. Snow and ice must be removed from sidewalks in accordance with city ordinances during winter months. You are asked to be respectful of your neighbors and not disturb them with loud parties, excessive guests, loud music, etc. If complaints arise about excessive noise any time of day or noise between 10 p.m. and 8 a.m., you will receive notice of the violation from our office and your account may be charged accordingly. If the noise recurs within a six-month period, it may be considered grounds for eviction.

RENT

Rent is payable on or before 4:00 p.m. on the first day of each month to the manager at the address indicated in the Rental Agreement, or at such other place as may be designated by the manager. Acceptance of rent does not constitute a waiver of prior default. All payments made by the tenant shall be applied to the oldest sums owing first. The rent must be paid with a single physical check (personal, money order or cashier's check) or online by ACH transfer. The manager will not accept post-dated checks, checks endorsed by a third party or cash.

If the first of the month falls on a holiday or weekend, rent is due on the preceding business day. You will not be charged a late fee if your payment is postmarked no later

than the 3rd of the month. All payments received after 4:00 p.m. on the 3rd of the month or after will be assigned a \$50 late fee.

SUMMER WATERING PROCEDURES

You will want to water your yard, if applicable, every other day. The best times to water are in the mornings between 6 am to 11 am or the evenings between 6 and 11 pm.

WINTERIZATION PROCEDURES

Be sure to disconnect all outside hoses from the building. Do not set your thermostat below 65 degrees when outside temperatures reach 32 degrees or under. This will keep pipes from freezing and bursting. Should the pipes freeze due to insufficient heat or the heat being turned off, you may be accountable for any resulting damages.

RESOLVING A CONFLICT WITH YOUR NEIGHBORS

1. Meet Your Neighbors – 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 family to the neighborhood. The benefits of knowing your neighbors range from having a safer neighborhood to improving communication with your neighbors.
2. Wait and See Before Reacting – When a neighbor-related annoyance first arises, always wait and see whether the annoyance persists before reacting with haste.
3. Control Your Emotions – When faced with a problem neighbor, it is crucial that you do not succumb to anger. One way to help you remain in control is to write a list of what has occurred and when. Not only will this help distance you from your anger but the list may also be useful should you need to confront your neighbor or speak to the authorities. Writing out your concerns will help you to keep things straight if the authorities need to be involved further down the road.
4. Find Out Who Else Is Affected – You should speak to your other neighbors and find out whether they are also affected by the activity of this neighbor. Organizing others will strengthen your position when dealing with this problem.
5. When Approaching Your Neighbor
 - a. Assume the Neighbor Doesn't Know – Once you have completed the above steps, it is time to approach your neighbor about the problem. Assume that your neighbor has no idea that he or she is bothering you.
 - b. Choose a Neutral Site – If possible, choose a neutral site to speak to them. Perhaps the parking lot, sidewalk, or the boundary between your properties. This will give you both equal footing and will help mitigate any territorial defensiveness.
 - c. State Your Complaint – When speaking, try to be as cordial as possible and avoid becoming angry. Describe the situation objectively and avoid being judgmental. Let the neighbor know how the situation is affecting you and try to offer a solution to the problem. Try to keep it to “just the facts.”
6. Approaching Your Neighbor a Second Time: If you have approached your neighbor about a problem and he/she has done nothing (given a reasonable amount of time to correct), you should restate your complaint in writing. Keep the

letter as objective and cordial as possible and enclose a copy of any relevant laws or rules being broken. Other neighbors also affected should sign this letter as well. If the neighbor is a tenant, mail a copy of the letter to his/her landlord. If the neighbor ignores the second complaint, it is time to seek help from the proper authorities.

7. **Mediation:** Mediation is a process in which disputing parties sit down and attempt to find their own solution with the help of a mediator. The mediator will allow the presentation of each side in a civil and focused format. The mediator will not attempt to impose a solution or order any action but may suggest a compromise. If the neighbors are able to reach a compromise, the mediator will put this agreement in writing.

PETS

Please see the Flathead County Animal Control Ordinance 3 (Amended) at <http://flatheadcountysheriff.com/wp-content/uploads/2012/01/AMENDED-ORDINANCE-3-brochure-style.pdf> for information about your pet. Please keep in mind the following important points:

1. Your dog must have its rabies shot current.
2. Your dog must be licensed if over 4 months old. (Rabies shot required for license).
3. Your dog must at all times wear a tag with its license number, issued at the time you obtain your license.

Pet owners are required to:

1. Pick up any pet waste (droppings) in their yards on a daily basis.
2. Prevent any barking or noise related to negligence of their pet – i.e., leaving them home alone or out in the yard for long periods of time.

PESTICIDES

It is a good practice to inform your neighbors before spraying pesticides, as some may have health concerns.

SIDEWALKS

If you have a neighbor who is not physically capable of shoveling his/her sidewalk during winter, consider taking a small amount of time to help him/her out. This is not necessary but these small acts of kindness do make the world a better place.

VEHICLES

If you live in a residence with designated parking places, please park only in your designated spot(s) and ask your visitors to do the same. Each resident shall use such space exclusively for parking and not for the repair of vehicles. If you or your guests use a spot reserved for someone else, your vehicle may be towed. If you share a driveway, please ask your guests to park on the street; this is a common courtesy.

CONTROLLING MOLD AND MILDEW

Residents are required to report any mold issues to our office immediately to avoid further damage to the premises. Here are some tips to help prevent mold and mildew in your home:

1. Use the bathroom fan or open the bathroom window when bathing or showering.
2. Use the range vent when cooking.
3. Open shades and blinds during daylight hours.
4. Use a dehumidifier.
5. Wipe down window frames regularly.
6. Wipe any areas with mildew/mold with a solution of 1 cup chlorine bleach to 1 gallon water. Use rubber gloves and protective glasses. Be careful this solution does not get on the carpet or any fabric.
7. When finished, only pour down the drain if you are on city sewer. If you have a septic system, please call our office about where to discard your used bleach water.
8. If you notice a leak from plumbing or a leak in the structure itself, call maintenance immediately so it can be repaired.

SECURITY POLICY

1. No Representations – Residents acknowledge that neither the owner nor the manager has made any representations concerning the safety of the community or the effectiveness of any security devices or measures.
2. No Warranty or Guarantee – Residents acknowledge that neither the owner nor the manager guarantees the safety or security of any residents or their guests against the criminal acts of third parties.

MEGAN'S LAW AND DISCLOSURE

Pursuant to Montana Code Annotated Title 46, Chapter 25, Part 5, certain individuals are required to register their address with local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. This information is generally available to the public. Go to <https://app.doj.mt.gov/apps/svow/> for more information.

ADD/RELEASE AGREEMENT – TENANT POLICY

There will be an administrative fee of \$40/tenant for any addition or deletion of a tenant from the rental agreement. All additions and deletions require the written consent of the manager and all current parties to the rental agreement. All persons being added must complete a rental application, submit the non-refundable \$35/applicant application fee and be approved. Dependents of current tenants aged 18 years and under are exempt from this policy.

MAINTENANCE OF DWELLING

Residents are required to take care of all appliances and fixtures within the dwelling. Manager may, at resident's cost, make necessary repairs or replacements if they result

from the resident's negligence, recklessness, illegal activities, or other violations of the rental agreement.

MOVE-OUT EXPENSES

Cleaning charges will be assessed per hour for any cleaning not done by resident following move-out inspection. Replacement costs may be charged for anything missing or broken at the time of move-out. All keys and garage door openers must be returned at move-out. See Cleaning, Repairing, Replacement Price list for key and garage door opener replacement costs.

An administrative fee will be assessed to your account if you take any utilities out of your name prior to the end of the rental agreement.

HOUSE CLEANING

Manager holds to a high standard of cleaning. It is your responsibility to clean your dwelling thoroughly at move-out. If you would like help cleaning or feel you do not have the time, we recommend hiring a professional cleaner. We recommend:

The Clean Queen
Tracy Zeiss, Owner
(406) 407-3140

CARPET CLEANING

You will be required to have your carpets professionally cleaned at move-out. Renting a steam cleaner will not be considered acceptable. A receipt from a professional carpet cleaning service must be presented at your final move-out inspection or sent to our office. We recommend:

XTREME Carpet Cleaning
Brendan Lee
(406) 471-1143
www.cleaningkalispellcarpet.com
xtremecc406@gmail.com

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.

LATE RENT / BAD CHECKS / COLLECTIONS

Only one payment will be accepted for the dwelling unit from the tenant – no multiple checks without prior written permission from the Manager.

1. Manager's acceptance of rent from a person other than the tenant shall not be a waiver of any term of the Rental Agreement and shall not constitute acceptance of such person as a tenant. Rent must be paid in the form of a personal check, cashier's check, electronic funds transfer, credit card, or money order and shall be made payable to Everyday Property Management. No cash payments will be accepted as rent. If a check is returned by the tenant's bank for any reason, a charge of \$30.00 shall be assessed; no personal checks will be accepted following a bounced check.
2. No postdated checks will be accepted.
3. Payments made by the tenant shall be applied in the following order: first to damages, any fees or charges owing on the tenant's account, past due rent, and lastly to current rent.
4. Tenant understands that in the event any unpaid balance is placed for collection with a 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 other costs incurred directly or indirectly to collect amounts owed under the Rental Agreement such as court costs, attorney fees, late fees, and any other

fees and costs due to Everyday Property Management. 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 the Rental Agreement and a corresponding decrease in revenues resulting from the tenant's failure to pay as specified in the Rental Agreement. Notwithstanding this or any other provision of the Rental Agreement, the tenant shall be responsible for all collection costs, attorney's fees, and court costs incurred as a result of non-payment.

RE-KEYING LOCKS AND KEYS

There will be a charge incurred by the tenant for any and all locks that must be re-keyed. No one except the manager is authorized to re-key the locks. The resident is not permitted to add or change any lock on the premises without the written consent of the manager. There is a \$10.00 per key fee for replacements.

SECURITY DEPOSIT

The following definitions, as used in the section, apply:

1. "Cleaning Expense" means the cost of cleaning done by the manager, or their representative, for cleaning needs not attributable to normal wear brought about by the tenant's failure to bring the premises to the condition it was at the time of initial occupancy.
2. "Damage" means any and all tangible loss, injury, or deterioration of the premises caused by the willful or negligent acts of the residents or their guests, as well as any and all tangible loss, injury, or deterioration resulting from the residents' omissions or failure to perform any duty imposed by law or the Rental Agreement.
3. "Security Deposit" means value given, in money or its equivalent, to secure the payment of rent by the tenant under the Rental Agreement or to secure payment for damages to and cleaning of the premises. The security deposit will be held in a trust account and applied in accordance with Montana law.

Authorized Deductions:

At the request of either the tenant or the manager, the premises may be inspected up to one week prior to the termination of the tenancy. If the tenant desires a move-out inspection, the tenant must make a written request to the manager giving reasonable advance notice of the proposed inspection time and date. This inspection must be scheduled to take place no less than 48 hours prior to the intended move-out date. While the tenant does not need to be present for the inspection, it is recommended.

Cleaning charges shall not be imposed for normal maintenance performed on a regular basis by the manager unless the manager is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges shall not be assessed until a 24-hour written notice of cleaning deficiencies has been given to the tenant. The notice shall include the cleaning that was not accomplished by the tenant and will list what cleaning needs to be completed to bring the premises back to its condition at the time of occupancy. After delivery of this notice, the tenant has 24 hours

to complete the required cleaning. The notice shall be sent via certified mail and service of the notice is considered to have been made 3 days after the date of mailing.