



# RIMROCK

## PROPERTY MANAGEMENT

### RESIDENT HANDBOOK

**Mail payments to:**

**P.O. Box 21536  
Billings, MT 59104**

**Dropbox:**

**1440 Grand Ave  
Billings, MT 59102**

**Office Hours: 9:00 a.m. – 4:30 p.m. Monday – Thursday  
9:00 a.m. – 4:00 p.m. Friday**

**Phone: 406-894-2211**

**Email: [office@rimrockpm.com](mailto:office@rimrockpm.com)**

**\*AFTER HOURS MAINTENANCE EMERGENCY PHONE\***  
*(water leaks, no heat, sewer back-up, etc. – can't wait until next business day)*

**[\(406\) 281-7034](tel:4062817034)**

## **HELPFUL TIPS TO ASSIST YOU WITH YOUR MOVE**

### **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 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 **406-894-2211, M-F 8am-5pm**. Our 24/7 emergency line is (406) 281-7034 **follow the instructions in the voicemail**. If you agree to be there when the maintenance person comes, and you are not there, you may be charged \$50.00 for the service call. The Maintenance Department may also be reached for non-emergency situations by the following ways:

- 1) Mailing to: PO Box 21536 Billings, MT 59104
- 2) E-mailing to: office@rimrockpm.com
- 3) Maintenance request through your tenant portal
- 4) Online at www.rimrockpm.com

### **UTILITY INFORMATION**

You will be instructed to place the utilities which you are responsible into your name prior to moving in.

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.

### **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 rental termination.

### **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 CO and smoke detectors batteries as needed. Replace Furnace filters at least quarterly.

- 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. There is a City Ordinance requiring the clearing of snow and ice from walks. 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.

- 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. **In extremely cold conditions it is advisable to open cupboard cabinets under sinks and turn on faucets to a slow dribble.** 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.

### **MEDIATION**

Mediation is a process in which disputing parties sit down and find their own solution with the help of a mediator; a neutral third party who is respected by both disputants. The mediator will keep the neighbors focused and civil and will allow the presentation of each party's side. The mediator will not impose a solution or order any action, but may suggest compromise. If the neighbors reach a compromise, the mediator will put it in writing so that neither party forgets to what they agreed.

### **ANIMALS**

Pet owners should do the following:

- 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 the city are required to be licensed. Penalties are harsh for violators.

**NOTE: The following breeds are among the top aggressive and destructive breeds in the world and are not allowed in any of our units:** Rottweiler, Pit-bulls, Boxers, Chows, German Shepherds, Doberman Pinschers, and Wolf Hybrids (including Malamutes & Huskies).

### **VEHICLES**

To reduce the parking problem on your street, make sure your household is not occupying more than its fair share of public parking places. If you have a garage or driveway, use them instead of the street. In most apartment buildings, parking is limited and usually designated. If designated, please park only in your designated spot(s), and tell your visitors to do the same. If you or your guests use a non designated spot or someone else's spot, your vehicle may be towed.

If you are forced to park in front of a neighbor's home rather than your own, do not park in front of the home of someone who has difficulty walking or who has small children. Also, pay attention that you do not block mailboxes, driveways or wheelchair ramps with your vehicle.

Insist that your visitors follow the same rules of common courtesy. Learning to effectively resolve conflicts, whether they are with a neighbor or family member takes a lot of practice. Conflict management is experiential, not intellectual, and therefore cannot be learned by reading alone.

### **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.

### **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.

### **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 **\$15.00** 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 Manager has to go to the Residence to let the Tenant in, **a charge of \$50 will be incurred by the Tenant.**

### **MAINTENANCE OF UNIT**

Residents must take good care of the residence including all equipment and fixtures in it. Owner may, at Resident's cost, make all necessary repairs or replacements to unit as a result from Resident's negligence, recklessness, illegal activities or violations of the provisions of the rental agreement. Owner's costs in making said repairs shall be payable by Resident as additional rent under the Rental Agreement.

### **POTENTIAL MOVE OUT EXPENSES**

Cleaning charges will be assessed per hour for any cleaning not done by resident following move-out inspection. Replacement costs plus 15% charge for anything missing or broken at time of move-out.

### **HOUSE CLEANING**

Manager holds firm to a high standard of cleaning. It is our responsibility to future tenants, that all units be cleaned to a high professional standard. If you would like help with cleaning or feel you may not have the time to clean, we recommend you consider 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.

### **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.

### **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 the Pet Addendum of Rental 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.
15. Per Montana Code **70-24-430**, If a tenancy terminates in any manner except by court order and the landlord has clear and convincing evidence that the tenant has abandoned all personal property that the tenant has left on the premises and a period of time of at least 48 hours has elapsed since the landlord obtained that evidence, the landlord may immediately remove the abandoned property from the premises and immediately dispose of any trash or personal property that is hazardous, perishable, or valueless. Personal property left on the premises will be moved to a storage location for a period of not less than 10 days from this notice. After this period of time it will be disposed of if not removed. You will be responsible for any costs associated with moving, storage, disposal and administrative fees.
16. If the property is not ready for the final move-out inspection, necessitating an additional trip to the property, Tenant agrees to pay a **\$35.00 service call fee.**
17. 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.