



Resident Guide and Operating Policy

This is the handbook to assist tenants in understanding services available to them as well as all policy and procedures.

INTRODUCTION

Welcome to your new home! This Resident Guide and Operating Policy was created to acquaint you with your new home and answer questions you might have. It sets a standard of operations for your information and understanding. Please, read the operating policy and keep this brochure handy for future reference.

The management of your home is by Maximum Realty, Inc., and we take pride in working hard to make your stay as pleasant as possible. We hope that this policy guide will cover all situations that may arise during your tenancy.

The office address is: **Maximum Realty, Inc.**
217 E Grand Ave #4
Laramie, WY 82070

Deposit moneys, including damage deposit, security deposits, advance rent deposits, pet fees, and others are held at UniWyo Federal Credit Union in Laramie, WY in an interest or non-interest bearing escrow account. As agreed upon in your lease, any interest accrued will become the property of Maximum Realty. Your amount on deposit is itemized on your Lease Agreement.

Office hours are normally 9:00 AM - 5:00 PM Monday through Friday.
The telephone number is (307) 460-2019

UTILITIES - FOR YOUR INFORMATION:

Electric:	Rocky Mountain Power	rockymountainpower.net
Gas:	Source Gas	sourcegas.com
Water/Trash:	City of Laramie	ci.laramie.wy.us
Telephone:	Qwest Communications	qwest.com
Cable:	Bresnan	bresnan.com

Any applicable deposits are the tenant's responsibility.

RENTAL PAYMENT PROCEDURE

Send your rental payment to: **Maximum Realty, Inc.**
217 E Grand Ave #4
Laramie, WY 82070

Cashier's Checks, Money Orders, Travelers Checks, and Personal Checks only, will be accepted. Your check should be made payable to Maximum Realty, Inc.

Only ONE CHECK for RENT PAYMENT can be accepted. The Landlord and Tenant Act does not provide for partial payments, which is what occurs when one of two checks is not good. No cash rental payments will be accepted under any circumstances. We cannot accept personal checks from third parties who are not on the lease.

Rent is due the first of each month and is late the Fifth. If the rent is not **IN OUR OFFICE** by midnight of the fifth a late fee will be charged.

Late rents are expensive. If the rent is not **in the office** on the fifth of the month there is a late fee of 5% of the monthly rental. We have a drop box at the office for rent payments after hours.

DO NOT DEDUCT ANYTHING FROM YOUR RENT. Any refunds, credits, or reimbursements will be made in the form of a check payable to you.

Bad Checks: There is a \$25.00 bad check charge. After one bad check, we no longer will accept personal checks for rental payments. Only money orders or cashier's checks will be accepted.

RULES AND REGULATIONS

RULES:

1. **PETS:** The number of pets and the type of pets is determined at the discretion of management. Permission for a pet must be obtained in writing prior to leasing. A "Pet Addendum" must be signed describing the pet. An additional 50% refundable pet security deposit of \$200 per pet.

No large breed dogs, puppies or exotic animals are allowed.

Dogs and cats must be at least one year old.

PET RULES:

a. Pets must be on a leash at all times

b. Pet owners are responsible for damage to residence and/or landscaping

c. No keeping of pets temporarily.

2. **PARKING SPACES:** are not reserved. No parking on the grass. Parking spaces are reserved for transportation vehicles. Vehicles used for storage which do not move frequently are not permitted. Boat and recreational vehicle storage are not permitted without prior approval. Violations of this rule could result in your vehicle being towed at your expense.

3. **WATERBEDS:** Permission for a waterbed must be obtained in writing and is available only homes. You must obtain waterbed insurance at your expense. **WATERBEDS EXCEED UPSTAIRS LOAD LIMITS.**

4. **MOTORCYCLES:** Motorcycles, like gasoline, in accordance with the Florida Fire Laws may not be kept inside the apartment.

5. **VEHICLES:** ALL VEHICLES parked on the site must be PROPERTY OF A RESIDENT and MUST BE OPERABLE AND LICENSED. AUTO OR MACHINERY REPAIRS ARE NOT ALLOWED. Vehicles which may damage property through oil leaks or kick stands which dig into and ruin asphalt can be prohibited if the resident does not take measures to protect the property. Vehicles which leak fluids that damage parking surfaces must be removed from the property. A \$5.00 per day fee will be applied for those who choose to work on vehicles in violation of this code or do not remove leaking automobiles after notification.

6. **INSURANCE:** The landlord's property insurance does not cover a resident's belongings. **MANAGEMENT STRONGLY ENCOURAGES RESIDENTS TO PURCHASE RENTER'S INSURANCE THROUGH AN INSURANCE AGENT OF YOUR CHOICE.**

7. **BE CONSIDERATE:** of others when entertaining. No loud parties or music after 11:00 p.m.

8. **PICTURE HANGING:** Small diameter finish nails are allowed. In wood paneling, apply only in grooves of wood. No boring of holes for wall units is permitted. See management for assistance with large pictures or mirrors, especially in concrete walls.

9. **SMOKE DETECTORS AND FIRE EXTINGUISHERS:** Your home should have a working smoke detector located in the hall or in close proximity to the kitchen and a fully charged fire extinguisher located in a kitchen cabinet. Please check the smoke alarm periodically to insure it is working properly and familiarize yourself with the location of the fire extinguisher.

9. **MAILBOX:** Tag your mailbox with your last name.

10. **TELEPHONE AND CABLE TV:** are usually pre-wired. Please use the existing outlets.

11. **KEYS:** You will be furnished with two sets of keys. You must return all keys, including those you made and paid for, at the end of your lease. **MANAGEMENT WILL NOT PROVIDE LOCK OUT SERVICE IF YOUR KEY IS LOST.**

MAILBOX KEYS: If your home has a locking mailbox, Management will furnish one mailbox key at the time of leasing. If there is no key---contact Management, and one will be made. They will need a copy of your lease. We expect the return of the key when you vacate. All matters concerning the delivery of mail are between the Postal Service and residents. We cannot accept delivery of your mail. **MANAGEMENT DOES NOT ALWAYS RETAIN A COPY OF YOUR MAILBOX KEY, SO WE ENCOURAGE YOU TO MAKE EXTRA COPIES.**

12. **FIRE LAWS: NO COOKING OR FIRES ON BALCONIES** or porches or within fifteen (15) feet of a building. If you like outside BBQ, do it far enough away from the building for safety's sake.

EMERGENCY PROCEDURES

What constitutes an emergency?

1. Flooding caused by plumbing breakdown, leaks from the roof, or frozen pipes.
2. Damage caused by wind, storm, or fire.
3. A breach of security: burglary, vandalism, suspicious car in the subdivision, other disturbance.
4. A natural disaster.
5. Heater, Refrigerator not working.

What should the resident do?

On 1, flooding, turn off water if possible and contact Management immediately.

On 2, for fire, call 911. Storm and wind damage to the building will be handled by Management. Management will contact maintenance personnel to secure the dwelling from further damage and will then arrange for the repairs to be made.

On 3, breaches of security, contact the Larmie Police Department. Then contact Management. The Police will handle the incident.

On 4, a natural disaster (Hurricane, Tornado), contact Management immediately.

On 5, Heating, or Refrigerator, call (307) 460-2019. Follow the voice mail prompts and leave a message then call the emergency after hours number given during the recording. When leaving a message please include your name, phone number, and address. They will contact the appropriate repair person. Remember, when a refrigerator goes out, the Landlord is not responsible for any lost food.

What if your home is uninhabitable due to fire or natural disaster?

During a disaster period, the Landlord will be attempting to protect the buildings against further damage and will begin making contacts for repairs. The Landlord's obligation will be to secure whatever is left, including boarding-up windows, covering roofs, arranging temporary power, and doing everything else it can to safeguard the property. **THE OWNER'S INSURANCE DOES NOT COVER YOUR POSSESSIONS. THE LANDLORD WILL NOT PAY FOR ALTERNATIVE HOUSING. YOU WILL NOT BE CHARGED RENT FOR THE PERIOD THAT THE PROPERTY IS UNINHABITABLE.** We strongly recommend that you obtain **RENTER'S INSURANCE**.

IMPORTANT NOTE: Do not feel hesitant about calling the police. If you ever have a question about calling the police about a suspicious car or person walking through the property, **CALL THE POLICE!!** They would rather check out something than not get the call. **CALL 911 immediately.**

There are many free fire safety and Crime Prevention books available from the local Law Enforcement Agencies.

Please give them a call at:

Laramie Police Department
420 Iverson St, (307) 721-2526

RESPONSIBILITIES UNDER YOUR LEASE

Your lease and operating policy represent a meeting of the minds between consenting adults on the subject of leasing a home.

All communications between the residents and management must be between the parties involved or their attorney who is willing to signify in writing to management that he is their legal representative.

We can not discuss any aspect of a lease with anyone except our resident. Specifically, we can not discuss the lease with divorced or separated partners, girlfriends or boyfriends, employers, parents, grandparents, attorneys who will not state their professional positions in writing or any other persons not on the lease.

Management reserves the right to require that all residents on the lease be present in discussions concerning the lease. Management will not rent a residential property to any corporation, trust, partnership or persons who do not themselves occupy the premises in a habitual fashion.

It is important that you understand that you are renting the home in the condition in which it was shown to you. If anything is to be improved, i.e. new curtains, new carpeting etc., it must be paid for in additional rent and agreed to **IN WRITING** before the beginning of the lease.

You take the property in the professionally cleaned condition which it is rented to you and you return it in professionally cleaned condition when you vacate. If you accept a rental which is less than clean for your convenience or because of a financial condition that is beneficial to you, that represents a condition of your bargain and sale and changes nothing concerning your obligation to leave the home in professionally cleaned condition.

Make arrangements for any improvements at the time of your lease or lease renewal. No mid-term improvements in a resident's lease will be performed. No work will be performed on a rental that was not agreed to in advance of the lease and agreed to by the management in writing.

YOUR LEASE AND DEPOSIT:

1. **Initial Inventory of Condition.** Your home is given to you in professionally cleaned condition and good repair. You must notify management in writing immediately if found otherwise. When you pick up your keys, you will be given a blank move-in inspection report to document the condition of your home with management. You must submit it to the office for review before 10 days of occupancy have passed.
2. **Move-out inspection report.** When you vacate, management will note the condition of your home as you left it on a check list.
3. **THE LAST DAY OF OCCUPANCY** is (1) the date you turn in all your keys to the office during the normal office hours, (2) give your forwarding address according to the Landlord and Tenant Act. **PLEASE NOTE THAT YOU ARE CHARGED DOUBLE YOUR NORMAL RATE FOR HOLD-OVER DAYS.** This means that keeping the keys extra days to clean up could be more costly than the clean up charges. Sending keys and forwarding address through the mail will cost you double by the day until receipt of both.
4. Within fifteen (15) days of turning in your keys you will receive a certified letter stating deductions, if any, from deposits and why. A check for the full amount or a lesser amount if deductions were made will be enclosed. If you disagree, please reply by mail so that your request may be reviewed. A written objection is required. We have documented our deductions and we work hard to make sure we are being fair.
5. **Your Security Deposit Refund:** This is the single most frequent cause of misunderstandings between management and the resident. The following items concern your security deposit refund:

CARPET CLEANING TECHNIQUES:

- a.) You will receive your notice by certified letter. The law requires us to send it certified mail to establish the first fifteen-day period. Many people are uncomfortable receiving a certified letter. Please understand that we are not trying to start a legal process; we are only conforming to the law. If you choose to respond, you can use regular mail. We will continue to try to serve you even in the sometimes difficult business of security deposit refunds.
 - b.) It could take thirty (30) days. This means two weeks for your notification by certified mail plus a fifteen (15) day response period.
 - c.) Do not put yourself under financial pressure for your security deposit.
6. **RE-LEASING** is permitted by filling out the proper forms. An appointment with management and a fee **EQUAL TO 10 DAYS RENT** is required. In order to sublease or re-lease, your rental contract must be current. **NOBODY WHO IS NOT A SIGNED PARTY TO THE LEASE CAN OCCUPY THE PROPERTY.**
 7. If a roommate vacates the property before the lease has expired the remaining roommate will continue to be fully responsible for the lease. If a replacement roommate takes a vacated roommate's place the replacement tenant must be approved by management and all parties involved. Arrangements must be made for the continuation of the proper deposits and last month's rent. There is a \$25 **PROCESSING FEE** for roommate substitution.
 8. **Breaking your lease:** If you are leaving, come in and discuss the procedures and consequences with your Property Manager. Otherwise, we are obliged to ask the court to terminate the lease for us. Our responsibility to the owner requires us to seek a judgment on those who do not return keys and make proper arrangements concerning deposits and rents. In the long run, those who choose to leave in the middle of the night may have to pay to change locks, to petition the court, and to pay attorney's fees

MAINTENANCE

1. **REFRIGERATOR:** Shelves are removable. Pull shelf toward you until it stops, then lift the front edge slightly and pull completely out. When cleaning, wash both inside and outside with mild soap and water. Do not use abrasive powder or cleaner. If your refrigerator is not frost-free, to defrost, turn temperature control to OFF. Remove food. Place pans of hot water in freezer. Scrape off loosened frost with **PLASTIC SCRAPER**. Very important: **NEVER USE AN ICE PICK, KNIFE OR METAL WHEN DEFROSTING.** Do not use salt or salt solutions of any kind. Empty the freezer drawer when defrost water stops dripping into it.
2. **RANGE:** Be careful not to lay cloth or plastic items on top of the range. All pot and pan handles should be pointed to the center of the range so that they are not easily bumped causing spills. Do not cover the top of the broiler

pan with foil or broil without the bottom part of broiler pan. When cleaning the oven, the oven racks may be removed. Follow label directions on oven cleaner. Clean your stove immediately after all spills, don't wait until grime is "baked on". The most frequent cause of extinguishing pilot lights in stoves is due to spillage and grease overflows. Clean your stove with soap and water regularly and especially before requesting a service call.

3. CARPET CARE: Carpet should be vacuumed at least once a week.

CARPET CLEANING TECHNIQUES:

- a.) Scrape, blot, or absorb the excess immediately, using a spoon or the back of a knife for semi-solids or greasy substances and absorbent cloth or paper towels for liquids.
- b.) Apply dry cleaning solvent and continue blotting.
- c.) Prepare a solution of three parts lukewarm water and one part vinegar and blot.
- d.) Avoid excessive wetting and rubbing of the carpet and never put furniture on wet carpet.
- e.) Carpet must be kept dry. Carpet has a rubber backing. If thoroughly wet, it will rot and smell. Call management for assistance.

4. DRAINS: Shower and bathroom drains can be kept free by use of a drain additive used according to directions.

DO NOT PUT THE FOLLOWING IN THE TOILET: bones, hard seed pits, Q-tips, paper, metal, cat litter, Sanitary Napkins, or Tampons. Normal plumbing systems cannot accept these items.

5. Heating and Air-conditioning: Use and operate in a reasonable manner the heating and air conditioning systems.

- a.) Your air conditioner and central heat and air system is an expensive mechanical device. It is entrusted to you for your care and, its use in "reasonable manner" means changing your filter at least every two months.
- b.) The cost of filters is the tenant's responsibility. They are the "disposable type". Frequent changing of filters saves you money by keeping your heat and A/C energy charges low.
- c.) Any service call due to a dirty filter or any malfunction of the system due to neglect of the system is the responsibility of the tenant and the tenant shall pay. That is only fair.

6. PEST CONTROL: The house will be sprayed for pests prior to the tenant occupying the residence. Pest control duties for the remainder of the tenancy are the tenant's responsibility. Wyoming's climate can be very conducive to pests but if you keep your house clean, never leave food out in the open and take your trash out regularly your house should remain relatively pest free.

7. SERVICE - WORK REQUESTS: Work orders are handled in a timely fashion in the order they are received with the exception of emergencies.

Do not expect twenty-four hour or weekend service unless there is an emergency. The emergencies are defined earlier in the Operating Policy, and management expects you to call if it is an emergency.

The initial condition of the property is a part of your original agreement to accept a unit as part of the rental bargain.

After you have moved into your home, use the work order system to request repairs in your dwelling.

- a. Work requests are made either in person, in writing at the office, or by phone (307) 460-2019
- b. Usually, the repairman will call for an appointment
- c. If you do not keep your appointment time, the cost of the trip by the repairman will be charged to you.