

# RESIDENTIAL LEASE-RENTAL AGREEMENT



1 THIS IS A LEGALLY BINDING CONTRACT, INCLUDING THE SPECIFIC AND GENERAL TERMS  
2 DESCRIBED BELOW AND CONSISTING OF EIGHT PAGES. IF NOT UNDERSTOOD, TENANT(S) IS  
3 ADVISED TO SEEK COMPETENT ADVISE.

4  
5 **PARTIES:** \_\_\_\_\_ hereinafter known as "Manager" and  
6 \_\_\_\_\_  
7 \_\_\_\_\_ hereinafter known as "Tenant(s)" agree as follows:  
8

## 9 **SPECIFIC TERMS**

10  
11 **NOTICE OF STATUS AS MANAGER:** Manager hereby notifies Tenant(s) that Manager is authorized to  
12 manage the Premises, which are described below, on behalf of its owner, as the owner's representative and  
13 that the Manager is authorized to accept service of process, notices and demands on behalf of the owner.  
14 The Tenant(s) acknowledges that the Manager has provided to Tenant(s) the statutory disclosure describing  
15 the Manager's duties and the limits of the Manager's obligations, if required by Montana Code Annotated  
16 §37-51-314. The address of the Manager, for purposes of service of process, notices and demands is  
17 \_\_\_\_\_

18  If this box is checked, the individual signing as manager is the actual owner of the premises and a  
19 licensed real estate broker or salesperson.

20  If this box is checked, the Tenant is notified that this is a "Personal Transaction" as defined by Montana  
21 Code Annotated §37-51-309 and that the transaction evidenced by this Agreement does not involve the  
22 manager's broker or real estate firm.

23  If this box is checked, the licensee is representing the tenant.  
24

25 **PREMISES:** The Tenant(s) hereby agree to lease the premises located at  
26 \_\_\_\_\_

27 in the city of \_\_\_\_\_, County of \_\_\_\_\_, Montana,  
28 consisting of \_\_\_\_\_ Bedroom(s), \_\_\_\_\_ Bath(s), \_\_\_\_\_ Smoke Detector(s), \_\_\_\_\_ Fire Extinguisher(s) and  
29 \_\_\_\_\_ Carbon Monoxide Detector(s).  
30

31 **ADDITIONAL OCCUPANTS:** In addition to the Tenant(s) identified above, it is agreed that the following  
32 individuals shall occupy the premises \_\_\_\_\_  
33 \_\_\_\_\_  
34

35 **TERM OF LEASE:** This Agreement shall begin on (date) \_\_\_\_\_, at which time  
36 Tenant(s) shall be entitled to possession of the unit. This tenancy is (check one of the following):  
37

38  MONTH-TO-MONTH. A month-to-month agreement terminates by Manager or Tenant(s) giving  
39 the other party to this Agreement thirty days written notice to terminate; or \_\_\_\_\_.

40  FIXED TERM for a period of \_\_\_\_\_ Months. A fixed term lease terminates  
41 upon the expiration of the agreed upon term, subject to the Holdover, Default and Termination  
42 Provisions of this Agreement. Lease expiration date \_\_\_\_\_.  
43

44 **PAYMENT TERMS:** The Tenant(s) agrees to pay Manager the amounts set out as follows:

45 First Month's Rent: \$ \_\_\_\_\_, upon entry into this Agreement; and/or \_\_\_\_\_.

46 Pre-paid rent: \$ \_\_\_\_\_, upon entry into this Agreement; and/or \_\_\_\_\_.

47 Security Deposit: \$ \_\_\_\_\_, upon entry into this Agreement; and/or \_\_\_\_\_.

48 Additional Deposit: \$ \_\_\_\_\_, upon entry into this Agreement; and/or \_\_\_\_\_.

49 Key Deposit: \$ \_\_\_\_\_, upon entry into this Agreement; and/or \_\_\_\_\_.

50 **TOTAL DUE:** \$ \_\_\_\_\_, upon entry into this Agreement; and/or \_\_\_\_\_.

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51 Monthly Rental: \$ \_\_\_\_\_ by \_\_\_\_\_  a.m./  p.m. of the \_\_\_\_\_ day of each month  
52 hereafter;

53 Late Charge: \$ \_\_\_\_\_ If not paid by \_\_\_\_\_  a.m./  p.m. of the \_\_\_\_\_ day of the  
54 month and \$ \_\_\_\_\_ for every day thereafter.

55 NSF Check Fee: \$ \_\_\_\_\_, as provided in the General Terms.

56  
57 **UTILITIES:** The utilities checked below are the obligation of the Tenant(s). Tenant(s) shall contract with and  
58 pay the utility provider directly for the indicated utilities.

59  Sewer / Septic     Public Water     Private Water     Electricity for Well  
60  Gas                 Electric                 Heat                 Other \_\_\_\_\_

61  
62 **AUTHORIZATION:** The tenant gives the following companies authorization to inform the manager, landlord  
63 and/or owner when the services are terminated or switched back into the manager, landlord and/or owner's  
64 name. Manager, Landlord and/or owner are further authorized to obtain information regarding the status,  
65 including amounts due and owing by tenant during and following this tenancy, as to this property only.

66 Companies authorized are:  
67 \_\_\_\_\_  
68 \_\_\_\_\_  
69 \_\_\_\_\_  
70 \_\_\_\_\_

71  
72 \_\_\_\_\_  
73 Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

74  
75 **COLD WEATHER:** The thermostat shall be set no lower than 55° during the entire term of the tenancy to  
76 prevent the pipes from freezing.

77  
78 **SERVICES:** The services checked below are the obligation of the Tenant(s). If Tenant(s) retains third  
79 parties to provide any of the services, Tenant shall pay such third party directly.  
80  Snow Removal     Lawn Care     Sprinkler     Other \_\_\_\_\_

81  
82 **INDEMNIFICATION:** Tenant(s) agrees to indemnify and hold the manager and owner harmless from costs  
83 or expenses assumed by Tenant(s) under the terms of this Agreement and in the event the Tenant(s) fails  
84 to pay such costs and expenses, the manager may deduct the same from the Tenant(s) security deposit  
85 and pay such cost or expense.

86  
87 **PETS:** No pets shall be permitted on the premises, except the following described pet(s):  
88 \_\_\_\_\_  
89 \_\_\_\_\_

90 **LOCK CHANGE:** Tenant(s)  requests  does not request a change of locks. If Tenant re-keys or  
91 changes a lock, a key must be provided to the landlord at the time the lock is changed (M.C.A.  
92 70-24-312(5)).

93  
94 **KEYS:** Tenant(s) is responsible for the cost of re-keying, if all keys are not returned upon vacating.  
95 Tenant(s) acknowledges that locks may not have been changed prior to taking occupancy. Tenant(s) has  
96 the option of requesting that the Manager re-key the unit at Tenant(s) expense. Tenant(s) is responsible for  
97 replacing and reprogramming garage door opener(s) not returned upon vacating.

98  
99 **IMPERILMENT OF INSURANCE:** Tenant shall not do anything or permit anything to be done on the  
100 property that will invalidate or increase the cost of any liability, fire, extended coverage or any other  
101 insurance policy covering the property.

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102 **RELATED DOCUMENTS:** Incorporated into the terms of this Agreement are the following

103 (Check all that apply):

- |  |  |
|--|--|
| 104 <input type="checkbox"/> Tenant's Application for Rental     | <input type="checkbox"/> Pet Agreement / Description       |
| 105 <input type="checkbox"/> Addendum to Lease Agreement         | <input type="checkbox"/> Move-in Property Condition Report |
| 106 <input type="checkbox"/> Rules & Regulations                 | <input type="checkbox"/> Present Condition of Premises     |
| 107 <input type="checkbox"/> Lead Based Paint Disclosure/Handout | <input type="checkbox"/> Statement of Intent to Rent       |
| 108 <input type="checkbox"/> Option to Purchase                  | <input type="checkbox"/> Mold Disclosure                   |
| 109 <input type="checkbox"/> Methamphetamine Disclosure Notice   |  |
| 110 <input type="checkbox"/> Other (describe) _____              |  |

111  
112 **SPECIAL PROVISIONS:** \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_  
116 \_\_\_\_\_  
117 \_\_\_\_\_  
118 \_\_\_\_\_  
119 \_\_\_\_\_

120  
121 **EMERGENCY CONTACT:** In Case of an Emergency notify the following individual:  
122 Name: \_\_\_\_\_  
123 Address: \_\_\_\_\_  
124 Phone/Cell: \_\_\_\_\_ Relationship: \_\_\_\_\_  
125  
126 Name: \_\_\_\_\_  
127 Address: \_\_\_\_\_  
128 Phone/Cell: \_\_\_\_\_ Relationship: \_\_\_\_\_  
129

130 The parties hereto, all agree that the transaction contemplated by this document may be conducted by  
131 electronic means in accordance with the Montana Uniform Electronic Transaction Act.  
132

133 IT IS UNDERSTOOD THAT THE GENERAL TERMS CONTAINED IN THE SECTION THAT  
134 IMMEDIATELY FOLLOWS ARE AN INTEGRAL PART OF THIS AGREEMENT.  
135

136 **GENERAL TERMS**  
137

138 **RENT:** Rent is payable in advance on or before the day indicated in the Specific Terms of this Agreement  
139 for each calendar month to manager at the address also indicated in the Specific Terms, or such other  
140 place as may be designated by Manager from time to time. Acceptance of rent does not constitute a  
141 waiver of prior Tenant(s) default. All payments made by Tenant(s) shall apply first to the oldest sums due  
142 and owing under the terms of this Agreement.  
143

144 **LATE CHARGE:** In the event rent is not paid by the date set out in the Specific Terms of this Agreement, a  
145 late charge in the amount set forth therein shall arise. The late charge period is not a grace period and  
146 Manager is entitled to pursue the remedies provided herein if rent is not paid when due. All late fees shall  
147 be deemed additional rent for the rental month and shall be paid and collected as such.  
148

149 **NSF CHECKS:** In the event any payment, made by check, to the Manager by Tenant(s) is returned unpaid,  
150 the Tenant(s)'s payment shall not be considered made until such funds are made good. In addition  
151 Tenant(s) shall pay the NSF Check Fee set out in the Specific Terms of this Agreement and from that time  
152 forward all payments must be in the form of a cashier's check or money order.

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153 **SECURITY DEPOSITS:** Tenant(s) agrees to pay concurrent with the signing of this Agreement a security  
154 deposit and if applicable a pet deposit to secure Tenant(s)'s compliance with all of the conditions of this  
155 Agreement and Manager's Rules and Regulations, if any. All security deposits will be held in a trust account  
156 by Manager. If held in an interest bearing trust account, all interest will be retained by Manager to cover  
157 bank service charges relating to the trust account. Manager is not required to provide trust account  
158 information to the Tenant(s). The security deposit shall not be deemed rent for any rental month, unless  
159 Manager elects to do so, nor shall it constitute a measure of Manager's damage in the event of default by  
160 Tenant(s). In the event the Tenant(s) defaults under the conditions of this Agreement and/or Manager's  
161 Rules and Regulations, if any, or upon the expiration for the term of this Agreement, Manager may deduct a  
162 sum equal to the damage alleged to have been caused by the Tenant(s), together with a sum equal to the  
163 unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to the  
164 Manager at the time of deduction, including rent owed and a sum for actual cleaning expenses. If the  
165 security deposit is insufficient to satisfy such sums owing Tenant(s) shall pay the deficiency upon demand.  
166 If Tenant(s) fails to pay such deficiency upon demand, Manager may proceed with collection of such  
167 deficiency using any lawful means. Any excess of the security deposit will be returned in accordance with  
168 Residential Tenant(s)'s Security Deposit Act (Title 70, Chapter 25 of the Montana Code Annotated) to the  
169 forwarding address provided by Tenant(s) together with a security deposit statement.

170

171 **ADDITIONAL OCCUPANTS/GUESTS:** The premises shall not be occupied by any person other than those  
172 named as Tenant(s) or additional occupants in this Agreement, without the prior written consent of the  
173 Manager. Tenant(s) shall not permit any guest to stay for more than \_\_\_\_\_ consecutive days  
174 in any twelve month period, without prior written consent of the Manager. Any guest, who stays in excess of  
175 this amount shall be considered an unauthorized occupant.

176

177 **LAWN CARE:** Lawn care includes weeding, trimming and raking as necessary as well as mowing at least  
178 every seven days and watering in accordance with local regulations.

179

180 **SNOW REMOVAL:** Snow removal shall be performed in accordance with local regulations.

181

182 **ANIMALS / PETS:** No animals will be brought on the premises by Tenant(s) or guest at any time without a  
183 prior Pet Agreement signed by the Manager.

184

185 **RULES AND REGULATIONS:** The Manager may adopt Rules and Regulations concerning the Tenant(s)'s  
186 use and occupancy of the premises pursuant to Montana Code Annotated §70-24-311. Tenant(s) additional  
187 occupants and all guests shall abide by all Rules and Regulations, including but not limited to those  
188 concerning noise, odors, disposal of refuse, animals, parking, and use of common areas.

189

190 **ORDINANCES AND STATUTES:** Tenant(s) shall comply with all applicable statutes, ordinances, and  
191 requirements of all municipal, county, state, and federal authorities and with any applicable private  
192 restrictive covenants regarding the use of the premises.

193

194 **ASSIGNMENT AND SUBLETTING:** Tenant(s) will not assign their interest in this Agreement or sublet any  
195 portion of the premises without prior written consent of the Manager.

196

197 **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant(s) acknowledge that the premises are in good  
198 order and repair, unless otherwise indicated in this Agreement. Tenant(s) shall not destroy, deface,  
199 damage, impair or remove any part of the premises. Tenant(s) will maintain the premises in a clean, safe  
200 and sanitary manner, including the maintenance of all smoke detectors, carbon monoxide detectors and fire  
201 extinguishers located in the premises. Tenant(s) shall be liable for damages caused by their actions and  
202 those of additional occupants and guests. Tenant(s) shall not re-key any locks, add any lock, paint, paper,  
203 redecorate, or make other alterations to the premises without the prior written consent of the Manager.

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204 **INSPECTIONS:** Except in emergencies, Manager shall give Tenant(s) a twenty-four (24) hour notice of  
205 intent to enter the premises at a reasonable time for the purpose including, but not limited to, inspections,  
206 to make repairs or alterations, to supply services or exhibit the premises to potential tenants, purchasers,  
207 mortgagees, owners or workmen. Tenant(s) shall not deny Manager or Manager's inspectors access to the  
208 premises.

209  
210 **INSURANCE:** Manager shall not be liable to Tenant(s), nor insure Tenant(s), for any personal injury or  
211 property damage caused by the act or omission of any other Tenant(s) or third party, or by any criminal act  
212 or activity, war, riot, insurrection, fire or act of God. Tenant(s) acknowledges responsibility for securing  
213 Renter's insurance to cover Tenant(s)' personal property against any loss or damage.

214  
215 **ABSENCES:** Tenant(s) shall notify Manager of any anticipated absence of greater than seven (7) days or  
216 such absence will be considered abandonment of the premises and Manager may reenter and re-rent the  
217 premises. Tenant(s) shall be responsible for any damages to the premises caused by the Tenant(s)  
218 absence.

219  
220 **DEFAULT:** Tenant(s) agrees that each of the terms of this Agreement and of Manager's Rules and  
221 Regulations, if any, constitutes an independent condition of Tenant(s)' right to possession of the premises.  
222 Any failure by Tenant(s) to comply with one or more of such terms shall constitute a default under the  
223 terms of this Agreement and Manager may terminate Tenant(s)' right to possession of the premises and  
224 other rights under this Agreement, together with such other remedies as provided by the Residential  
225 Landlord and Tenant Act of 1977 (Title 70, Chapter 24 of the Montana Code Annotated) and the  
226 Residential Tenants' Security Deposit Act (Title 70, Chapter 25 of the Montana Codes Annotated).

227  
228 **ABANDONED PERSONAL PROPERTY:** If upon the termination of the tenant's tenancy, personal  
229 property remains in the rental premises, it is agreed that the Manager may reasonably believe that the  
230 Tenant(s) has abandoned such personal property either by public or private sale or by destruction of the  
231 personal property.

232  
233 **VACATING PREMISES PRIOR TO TERMINATION:** Tenant(s)' obligations under the terms of this  
234 Agreement shall not cease upon surrender of premises. Such obligations shall continue until this  
235 Agreement expires. In the event that one or more, but fewer than all, Tenant(s) vacate prior to the  
236 termination of this Agreement, the remaining Tenant(s) shall remain liable for the full sums due hereunder.  
237 The remaining Tenant(s) may locate a prospective Tenant(s) acceptable to them, however such  
238 prospective Tenant(s) must be approved by Manager prior to taking occupancy. In all cases, vacating  
239 Tenant(s) shall remain jointly and severally liable under the terms and conditions of this Agreement.  
240 Furthermore, no portion of the security deposit shall be returned, until the termination of this Agreement,  
241 and, if then, only as provided herein. If tenant breaches lease more than \_\_\_\_\_ days prior to end  
242 of lease, tenant will pay, in addition to other damages, all advertising costs and release fees of  
243 \$ \_\_\_\_\_ .

244  
245 **TERMINATION OF TENANCY:** Upon termination of tenancy, Tenant(s) shall return premises to Manager in  
246 the same condition and repair as when received, ordinary wear and tear excepted, and free of all  
247 Tenant(s)'s personal property, trash and debris. Tenant(s) acknowledges that no representations as to the  
248 condition or repair of the premises, nor as to Manager's intentions with respect to any improvements,  
249 alteration, decoration or repair of the premises, have been made to Tenant(s), unless provided in this  
250 Agreement. Tenant(s) acknowledges receipt of a written statement of the condition of premises. Upon  
251 termination of this Agreement the parties agree as follows:

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- 252 1. Manager shall provide Tenant(s) written notice of the cleaning necessary to bring the premises back  
253 to its condition at the time of its renting.  
254
- 255 2. Tenant(s) shall have twenty-four (24) hours after receipt of said notice to complete the required  
256 cleaning.  
257
- 258 3. Failure to accomplish said cleaning within the time allowed entitles Manager to deduct the cost of  
259 cleaning from the security deposit.  
260
- 261 4. If Tenant(s) does not notify Manager of any intent to vacate or vacates without notice, Manager  
262 has no obligation to provide a twenty-four (24) hour cleaning notice and may proceed to clean and  
263 deduct any cleaning charged from the security deposit.  
264
- 265 5. Within thirty (30) days after the termination of the tenancy, Manager shall provide Tenant(s) with a  
265 written list of any rent due and any damages and cleaning charges deducted from the security  
266 deposit and payment of the difference, if any, between the security deposit and the deducted  
267 charges.  
268
- 269 6. If after inspection there are no damages to the premises, no cleaning required, and no rent unpaid  
270 and if the Tenant(s) can demonstrate that no utilities are unpaid by the Tenant(s), the Manager shall  
271 return the security deposit within 10 days.  
272

273 **TENANT(S) OBLIGATIONS:** Tenant(s) are obligated as follows:  
274

- 275 1. To comply with all obligations primarily imposed upon Tenant(s) by applicable provisions of building  
276 and housing codes materially affecting health and safety;  
277
- 278 2. To keep that part of the premises that they occupy and use as reasonably clean and safe as the  
279 condition of the premises allows;  
280
- 289 3. To dispose from the dwelling all ashes, garbage, rubbish, and other waste in a clean and safe  
290 manner;  
291
- 292 4. To keep all plumbing fixtures in the dwelling unit or used by Tenant(s) as clean as their condition  
293 permits;  
294
- 295 5. No satellite dishes or wiring may be attached to the building or structures without written permission  
296 from the Manager.  
297
- 298 6. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning  
299 facilities as well as elevators and other facilities on the premises;  
300
- 301 7. To conduct themselves and require other persons on the premises by consent of Tenant(s) to  
302 conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the premises;  
303
- 304 8. To use parts of the premises including the living room, bedroom, kitchen, and dining room in a  
305 reasonable manner considering the purposes for which they were designed and intended;  
306
- 307 9. To neither commit nor allow any illegal acts on or about the premises;  
308
- 309 10. Tenant(s) must receive written authorization from Manager before installing any outside recreation  
310 equipment i.e. trampoline, swimming pools, swing sets.

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- 311 11. To periodically inspect the premises and immediately notify Manager of necessary repairs;  
312  
313 12. To have all carpets professionally cleaned upon vacating and provide a receipt to Manager verifying  
314 such service;  
315  
316 13. To not place indoor furniture outside at any time;  
317  
318 14. To not store personal property in the interior common areas and hallways and to utilize exterior  
319 storage only as designated;  
320  
321 15. To not engage or knowingly allow any person to engage in any activity on the premises that creates  
322 a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants  
323 may be injured by, criminal production or manufacture of dangerous drugs, as prohibited by Section  
324 45-0-110 M.C.A.; operation of an unlawful clandestine laboratory, as prohibited by Section 45-9-132  
325 M.C.A.; or gang-related activities, as prohibited by Title 45, Chapter 8, Part 4 M.C.A.  
326

327 **HOLDOVER:** If this is a Fixed Term Lease, unless written notice of termination is given by either party no  
328 later than thirty (30) days prior to the expiration date of such fixed term, this lease shall be automatically  
329 renewed on a MONTH-TO-MONTH basis at the current rental rate and subject to the terms of this  
330 Agreement, except as modified by this paragraph.  
331

332 **WAIVER OF DEFAULT:** Manager's failure to require strict compliance with the conditions of this  
333 Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default, nor  
334 limit Manager's rights with respect to that, or any subsequent default.  
335

336 **SEVERABILITY:** If a part of this Agreement is invalid, all valid parts that are severable from the invalid part  
337 shall remain in effect. If part of this Agreement is invalid in one or more of its applications, the part remains  
338 in effect in all valid applications that are severable from the invalid applications.  
339

340 **NOTICES:** Unless otherwise provided, any notice required to give pursuant to the terms of this Agreement,  
341 may be given personally or by mailing the same, postage prepaid, certified to Tenant(s) at the premises or  
342 to the Manager at the address stated in the Specific Terms of this Agreement or at such other places as  
343 may be designated by the parties from time to time. Notice will be deemed effective three (3) days after  
344 mailing or upon personal delivery.  
345

346 **TIME:** Time is of the essence to the terms of this Agreement.  
347

348 **JOINT AND SEVERAL LIABILITY:** It is expressly understood that this Agreement is between the Manager  
349 and each Tenant(s) jointly and severally. Each Tenant(s) will be responsible for timely payment of rent and  
350 performance of all other provisions of this Agreement.  
351

352 **ATTORNEY'S FEES:** In any action brought by the Tenant(s) or Manager to enforce any of the terms of this  
353 Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees and costs  
354 as the court or arbitrator shall determine just.  
355

356 **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the  
357 State of Montana. Further, the parties agree, if there is a lawsuit, that jurisdiction and venue shall be in the  
358 county in which the real property, subject of this Agreement, is located.

