

MONTANA RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This Montana Residential Lease Agreement (the "Agreement") made on _____ (mm/dd/yyyy) is between:

Landlord Name: _____ (the "Landlord")

Landlord Address: _____, AND

Tenant Name(s): _____ (the "Tenant")

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** Landlord hereby leases the property located at: _____ to the Tenant (the "Premises").

3. **LEASE TERM.** This lease shall be considered a fixed lease. The Tenant shall be allowed to occupy the Premises starting on _____ (mm/dd/yyyy) and ending on _____ (mm/dd/yyyy) (the "Lease Term"). At the end of the Lease Term, the Tenant: (check one)

☐ - Can continue to lease the Premises on a month-to-month basis, under the same terms as this Agreement.

☐ - Must vacate (leave) the Premises.

4. **RENT.** The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of \$_____ (the "Rent"). The Rent shall be due on the _____ day of each month (the "Due Date"). The Rent shall be paid via the following instructions: _____.

5. **LATE FEE.** If Rent is not paid by the Due Date: (check one)

☐ - The Tenant will be charged a fee of \$_____. Rent is considered late if it has not been paid within _____ (#) day(s) after the Due Date.

☐ - There shall be NO Late Fee if the Rent is late.

6. PRORATION PERIOD. The Tenant: (check one)

- ☐ - Shall take possession of the Premises before the start of the Lease Term on _____ (mm/dd/yyyy) and agrees to pay a total of \$_____ for the proration period (the "Proration Rent"). The Proration Rent shall be paid by the Tenant upon the execution of this Agreement.
- ☐ - Shall NOT be taking possession of the Premises before the start of the Lease Term.

7. SECURITY DEPOSIT. As part of this Agreement: (check one)

- ☐ - The Landlord requires a payment of \$_____ (the "Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within _____ (#) days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- ☐ - The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

8. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

- ☐ - The Tenant will be required to pay a fee of \$_____ per incident.
- ☐ - The Tenant will NOT be required to pay a fee.

9. OCCUPANTS. The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- ☐ - _____ (the "Occupant(s)").
- ☐ - There are NO Occupant(s) in addition to the Tenant.

10. MOVE-IN INSPECTION. Before, at the time of, or shortly after move-in, the Landlord and Tenant: (check one):

- ☐ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.
- ☐ - Shall NOT inspect the Premises or complete a move-in checklist.

11. FURNISHINGS. The Premises is: (check one)

☐ - Furnished (or will be furnished) with the following items:

_____.

☐ - NOT furnished.

12. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

_____.

13. PARKING. The Tenant (check one):

☐ - Is allotted _____ (#) parking space(s):

☐ - Free of charge (included in the Rent)

☐ - At a cost of \$_____ to be paid (☐ Upon execution of this Agreement | ☐ Monthly)

☐ - Is NOT provided parking.

14. PETS. The Tenant is: (check one)

☐ - Permitted to have _____ (#) pet(s) on the Premises, ONLY consisting of (list pet types):

_____.

If permitted, the Landlord shall charge a refundable pet deposit of \$_____ to cover potential damage to the Premises caused by the Tenant's pet(s).

☐ - NOT permitted to have pets of any nature on the Premises.

15. SMOKING POLICY. Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following area(s): _____.

☐ - Prohibited on the Premises and all Common Areas.

16. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant is to be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

☐ - Has the right to terminate this Agreement by providing _____ (#) days' notice to the Tenant.

☐ - Does NOT have the right to terminate this Agreement.

17. NOTICES. Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord Mailing Address: _____

Tenant Mailing Address: _____

18. ACCESS. Upon the beginning of the proration period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give the Tenant access in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement, all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

19. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours' notice to inspect and make necessary repairs/alterations/improvements for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

20. ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

21. NOISE. The Tenant agrees not to cause or allow any noise or activity on the Premises which might disturb the peace and quiet of another Tenant and/or neighbor. Said noise and/or activity shall be a breach of this Agreement.

22. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant can stay on the Premises for periods not lasting for more than forty-eight (48) hours, unless otherwise approved by the Landlord in writing.

23. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing as to provide the Landlord with ample time to seek the most appropriate route for providing said modifications to the Premises.

24. WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

25. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in a good, clean and sanitary condition and repair during the Lease Term and any renewal thereof. The Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by the Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. The Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall promptly notify the Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. The Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

26. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

27. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant gives incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under Montana statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

- 28. ABANDONMENT.** Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the Montana-mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.
- 29. POSSESSION.** The Tenant has examined the condition of the Premises, and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.
- 30. ASSIGNMENT AND SUBLETTING.** The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.
- 31. JOINT AND SEVERAL.** If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
- 32. HAZARDOUS MATERIALS.** The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
- 33. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 34. RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.
- 35. INDEMNIFICATION.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any

claims or damages unless caused solely by the Landlord's negligence. It is recommended that renters insurance be purchased at the Tenant's expense.

36. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Montana.

37. LEAD BASED PAINT. The Premises (check one):

☐ - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

☐ - Was NOT built prior to 1978.

38. ADDITIONAL PROVISIONS.

39. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

REQUIRED DISCLOSURES

1. **METHAMPHETAMINE DISCLOSURE.** In accordance with § 75-10-13 of the Montana Code, if a property has been used for the production of methamphetamine, notice must be provided to tenants before entering into a lease agreement stating that the property was previously used for such purposes and has not been decontaminated in accordance with state law.
2. **MOLD DISCLOSURE.** In accordance with § 70-16-703 of the Montana Code, the landlord must provide a form that contains a mold disclosure statement.
3. **NAMES AND ADDRESSES.** In accordance with § 70-24-301 of the Montana Code, the landlord is required to disclose the names and addresses of all persons authorized to manage the premises as well as the owner of the premises or person authorized to act on their behalf.
4. **STATEMENT OF CONDITION.** In accordance with § 70-25-206 of the Montana Code, landlords must furnish a statement of condition of the rental property to tenants at the beginning of the lease if they have demanded a security deposit from the tenant.

METHAMPHETAMINE DISCLOSURE NOTICE



Property Address: _____

NOTICE OF CLANDESTINE METHAMPHETAMINE DRUG LAB: The clandestine manufacture of methamphetamine may produce hazardous chemical residues that can be harmful if not properly mitigated. The undersigned Seller, Landlord, Seller's Agent and/or Property Manager therefore provide the following notice and disclosure in accordance with Montana Code Annotated § 75-10-1305:

☐ The Seller/Landlord disclose that they have knowledge that the property has been used as a clandestine methamphetamine drug lab and that the property **has not** been remediated in accordance with the decontamination standards established in Montana Code Annotated § 75-10-1303 and adopted by the Montana Department of Environmental Quality by a contractor certified in accordance with Montana Code Annotated § 75-10-1304.

☐ The Seller/Landlord disclose that they have knowledge that the property has been used as a clandestine methamphetamine drug lab. The Seller, Landlord, Seller's Agent and/or Property Manager hereby give notice as follows:

☐ The Seller/Landlord have submitted documentation to the Montana Department of Environmental Quality, from a contractor certified in accordance with Montana Code Annotated § 75-10-1304, that the property has been remediated by said contractor in accordance with the decontamination standards established in Montana Code Annotated § 75-10-1303 and adopted by the Montana Department of Environmental Quality; or

☐ The Seller/Landlord have submitted documentation to the Montana Department of Environmental Quality, from a contractor certified in accordance with Montana Code Annotated § 75-10-1304, that the property meets the decontamination standards established in Montana Code Annotated § 75-10-1303 and adopted by the Montana Department of Environmental Quality without needing any further decontamination.

The Seller, Landlord, Seller's Agent and/or Property Manager further provide notice that the Montana Department of Environmental Quality is required to maintain a list, available to the public through a website, of inhabitable property that has been reported as contaminated by its use as a clandestine methamphetamine drug lab and that has not been properly remediated to the standards established in Montana Code Annotated § 75-10-1303 and adopted by the Montana Department of Environmental Quality.

Landlord	_____	Date	_____	Property Manager	_____	Date	_____
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Landlord	_____	Date	_____	Property Manager	_____	Date	_____
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ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent and/or Statutory Broker acknowledge receipt of this Methamphetamine Disclosure Notice. They further acknowledge that the Seller, Landlord, Seller's Agent and/or Property Manager who have provided this Methamphetamine Disclosure Notice are not liable in any action that is based on the presence of methamphetamine in an inhabitable property provided that: (i) the Montana Department of Environmental Quality has confirmed that the decontamination standards, as established in Montana Code Annotated § 75-10-1303 and adopted by the Montana Department of Environmental Quality, have been met; and (ii) the Seller, Landlord, Seller's Agent and/or Property Manager did not cause the methamphetamine contamination.

Tenant	_____	Date	_____	Buyer's Agent/Statutory Broker	_____	Date	_____
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Tenant	_____	Date	_____	Buyer's Agent/Statutory Broker	_____	Date	_____
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NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

Montana Mold Disclosure

There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

The furnishing of test results and evidence of mitigation or treatment is not to be construed as a promise, warranty, or representation of any sort by the seller, landlord, seller's agent, buyer's agent, or property manager that the test results are accurate or that the mitigation or treatment is effective.

Lessor's Disclosure

(a) Presence of mold

☐ Lessor has knowledge of mold problem present in the housing.

☐ Lessor has no knowledge of mold problem present in the housing.

(b) Records and reports available to the lessor

☐ Lessor has provided the lessee with all available records and reports pertaining to a mold problem and/or mitigation or treatment of mold (list documents on back).

☐ Lessor has no available records or reports pertaining to testing for a mold problem and/or mitigation or treatment of mold.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) If Lessee has a test performed for a mold problem they will provide a copy to the Landlord.

Agent's Acknowledgement (initial)

----- (e) Agent has informed the lessee under the Montana Mold Disclosure Act and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Lessee/Tenant

Date

Lessee/Tenant

Date

Lessee/Tenant

Date

Lessor/Landlord

Date