# MONTANA

**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 UNDERSTOOOD, TENANT(S) IS
3. ADVISED TO SEEK COMPETENT ADVISE. 4

5 **PARTIES:** hereinafter known as "Manager" and

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7 hereinafter known as "Tenant(s)" agree as follows: 8

## 9 SPECIFIC TERMS

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1. **NOTICE OF STATUS AS MANAGER:** Manager hereby notifies Tenant(s) that Manager is authorized to
2. manage the Premises, which are described below, on behalf of its owner, as the owner's representative and
3. that the Manager is authorized to accept service of process, notices and demands on behalf of the owner.
4. The Tenant(s) acknowledges that the Manager has provided to Tenant(s) the statutory disclosure describing
5. the Manager's duties and the limits of the Manager's obligations, if required by Montana Code Annotated
6. §37-51-314. The address of the Manager, for purposes of service of process, notices and demands is

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1. If this box is checked, the individual signing as manager is the actual owner of the premises and a
2. licensed real estate broker or salesperson.
3. If this box is checked, the Tenant is notified that this is a "Personal Transaction" as defined by Montana
4. Code Annotated §37-51-309 and that the transaction evidenced by this Agreement does not involve the
5. manager's broker or real estate firm.
6. 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

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1. in the city of , County of , Montana,
2. consisting of Bedroom(s), Bath(s), Smoke Detector(s), Fire Extinguisher(s) and
3. Carbon Monoxide Detector(s). 30
4. **ADDITIONAL OCCUPANTS:** In addition to the Tenant(s) identified above, it is agreed that the following
5. individuals shall occupy the premises

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1. **TERM OF LEASE:** This Agreement shall begin on (date) , at which time
2. Tenant(s) shall be entitled to possession of the unit. This tenancy is (check one of the following): 37
3. MONTH-TO-MONTH. A month-to-month agreement terminates by Manager or Tenant(s) giving
4. the other party to this Agreement thirty days written notice to terminate; or .
5. FIXED TERM for a period of Months. A fixed term lease terminates
6. upon the expiration of the agreed upon term, subject to the Holdover, Default and Termination
7. Provisions of this Agreement. Lease expiration date . 43
8. **PAYMENT TERMS:** The Tenant(s) agrees to pay Manager the amounts set out as follows:
9. First Month's Rent: $ , upon entry into this Agreement; and/or .
10. Pre-paid rent:
11. Security Deposit:
12. Additional Deposit:
13. Key Deposit:

## TOTAL DUE:

$ , upon entry into this Agreement; and/or .

$ , upon entry into this Agreement; and/or .

$ , upon entry into this Agreement; and/or .

$ , upon entry into this Agreement; and/or .

## $ , upon entry into this Agreement; and/or .

1. Monthly Rental:
2. hereafter;

$ by

a.m./ p.m. of the day of each month

1. Late Charge:

$ If not paid by

a.m./ p.m. of the day of the

1. month and $ for every day thereafter.
2. NSF Check Fee: 56

$ , as provided in the General Terms.

1. **UTILITIES:** The utilities checked below are the obligation of the Tenant(s). Tenant(s) shall contract with and
2. pay the utility provider directly for the indicated utilities.
3. Sewer / Septic Public Water Private Water Electricity for Well
4. Gas Electric Heat Other 61
5. **AUTHORIZATION:** The tenant gives the following companies authorization to inform the manager, landlord
6. and/or owner when the services are terminated or switched back into the manager, landlord and/or owner's
7. name. Manager, Landlord and/or owner are further authorized to obtain information regarding the status,
8. including amounts due and owning by tenant during and following this tenancy, as to this property only.
9. Companies authorized are:

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73 Tenant's Signature Date

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1. **COLD WEATHER:** The thermostat shall be set no lower than 55° during the entire term of the tenancy to
2. prevent the pipes from freezing. 77
3. **SERVICES:** The services checked below are the obligation of the Tenant(s). If Tenant(s) retains third
4. parties to provide any of the services, Tenant shall pay such third party directly.
5. Snow Removal Lawn Care Sprinkler Other 81
6. **INDEMNIFICATION:** Tenant(s) agrees to indemnify and hold the manager and owner harmless from costs
7. or expenses assumed by Tenant(s) under the terms of this Agreement and in the event the Tenant(s) fails
8. to pay such costs and expenses, the manager may deduct the same from the Tenant(s) security deposit
9. and pay such cost or expense. 86

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

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1. **LOCK CHANGE:** Tenant(s) requests does not request a change of locks. If Tenant re-keys or
2. 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)).

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1. **KEYS:** Tenant(s) is responsible for the cost of re-keying, if all keys are not returned upon vacating.
2. Tenant(s) acknowledges that locks may not have been changed prior to taking occupancy. Tenant(s) has
3. the option of requesting that the Manager re-key the unit at Tenant(s) expense. Tenant(s) is responsible for
4. replacing and reprogramming garage door opener(s) not returned upon vacating. 98
5. **IMPERILMENT OF INSURANCE:** Tenant shall not do anything or permit anything to be done on the
6. property that will invalidate or increase the cost of any liability, fire, extended coverage or any other
7. insurance policy covering the property.
8. **RELATED DOCUMENTS:** Incorporated into the terms of this Agreement are the following
9. (Check all that apply):
10. Tenant's Application for Rental Pet Agreement / Description
11. Addendum to Lease Agreement Move-in Property Condition Report
12. Rules & Regulations Present Condition of Premises
13. Lead Based Paint Disclosure/Handout Statement of Intent to Rent

Option to Purchase Methamphetamine Disclosure Notice

Mold Disclosure

Other (describe) .

## SPECIAL PROVISIONS:

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1. **EMERGENCY CONTACT:** In Case of an Emergency notify the following individual:
2. Name:
3. Address:
4. Phone/Cell: Relationship: 125
5. Name:
6. Address:
7. 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**

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1. **RENT:** Rent is payable in advance on or before the day indicated in the Specific Terms of this Agreement
2. for each calendar month to manager at the address also indicated in the Specific Terms, or such other
3. place as may be designated by Manager from time to time. Acceptance of rent does not constitute a
4. waiver of prior Tenant(s) default. All payments made by Tenant(s) shall apply first to the oldest sums due
5. and owing under the terms of this Agreement. 143
6. **LATE CHARGE:** In the event rent is not paid by the date set out in the Specific Terms of this Agreement, a
7. late charge in the amount set forth therein shall arise. The late charge period is not a grace period and
8. Manager is entitled to pursue the remedies provided herein if rent is not paid when due. All late fees shall
9. be deemed additional rent for the rental month and shall be paid and collected as such. 148
10. **NSF CHECKS:** In the event any payment, made by check, to the Manager by Tenant(s) is returned unpaid,
11. the Tenant(s)'s payment shall not be considered made until such funds are made good. In addition
12. Tenant(s) shall pay the NSF Check Fee set out in the Specific Terms of this Agreement and from that time
13. forward all payments must be in the form of a cashier's check or money order.
14. **SECURITY DEPOSITS:** Tenant(s) agrees to pay concurrent with the signing of this Agreement a security
15. deposit and if applicable a pet deposit to secure Tenant(s)'s compliance with all of the conditions of this
16. Agreement and Manager's Rules and Regulations, if any. All security deposits will be held in a trust account
17. by Manager. If held in an interest bearing trust account, all interest will be retained by Manager to cover
18. bank service charges relating to the trust account. Manager is not required to provide trust account
19. information to the Tenant(s). The security deposit shall not be deemed rent for any rental month, unless
20. Manager elects to do so, nor shall it constitute a measure of Manager's damage in the event of default by
21. Tenant(s). In the event the Tenant(s) defaults under the conditions of this Agreement and/or Manager's
22. Rules and Regulations, if any, or upon the expiration for the term of this Agreement, Manager may deduct a
23. sum equal to the damage alleged to have been caused by the Tenant(s), together with a sum equal to the
24. unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to the
25. Manager at the time of deduction, including rent owed and a sum for actual cleaning expenses. If the
26. security deposit is insufficient to satisfy such sums owing Tenant(s) shall pay the deficiency upon demand.
27. If Tenant(s) fails to pay such deficiency upon demand, Manager may proceed with collection of such
28. deficiency using any lawful means. Any excess of the security deposit will be returned in accordance with
29. Residential Tenant(s)'s Security Deposit Act (Title 70, Chapter 25 of the Montana Code Annotated) to the
30. forwarding address provided by Tenant(s) together with a security deposit statement. 170
31. **ADDITIONAL OCCUPANTS/GUESTS:** The premises shall not be occupied by any person other than those
32. named as Tenant(s) or additional occupants in this Agreement, without the prior written consent of the
33. Manager. Tenant(s) shall not permit any guest to stay for more than consecutive days
34. in any twelve month period, without prior written consent of the Manager. Any guest, who stays in excess of
35. 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

1. **RULES AND REGULATIONS:** The Manager may adopt Rules and Regulations concerning the Tenant(s)'s
2. use and occupancy of the premises pursuant to Montana Code Annotated §70-24-311. Tenant(s) additional
3. occupants and all guests shall abide by all Rules and Regulations, including but not limited to those
4. concerning noise, odors, disposal of refuse, animals, parking, and use of common areas. 189
5. **ORDINANCES AND STATUTES:** Tenant(s) shall comply with all applicable statutes, ordinances, and
6. requirements of all municipal, county, state, and federal authorities and with any applicable private
7. 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

1. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant(s) acknowledge that the premises are in good
2. order and repair, unless otherwise indicated in this Agreement. Tenant(s) shall not destroy, deface,
3. damage, impair or remove any part of the premises. Tenant(s) will maintain the premises in a clean, safe
4. and sanitary manner, including the maintenance of all smoke detectors, carbon monoxide detectors and fire
5. extinguishers located in the premises. Tenant(s) shall be liable for damages caused by their actions and
6. those of additional occupants and guests. Tenant(s) shall not re-key any locks, add any lock, paint, paper,
7. redecorate, or make other alterations to the premises without the prior written consent of the Manager.
8. **INSPECTIONS:** Except in emergencies, Manager shall give Tenant(s) a twenty-four (24) hour notice of
9. intent to enter the premises at a reasonable time for the purpose including, but not limited to, inspections,
10. to make repairs or alterations, to supply services or exhibit the premises to potential tenants, purchasers,
11. mortgagees, owners or workmen. Tenant(s) shall not deny Manager or Manager's inspectors access to the
12. premises.
13. **INSURANCE:** Manager shall not be liable to Tenant(s), nor insure Tenant(s), for any personal injury or
14. property damage caused by the act or omission of any other Tenant(s) or third party, or by any criminal act
15. or activity, war, riot, insurrection, fire or act of God. Tenant(s) acknowledges responsibility for securing
16. Renter's insurance to cover Tenant(s)' personal property against any loss or damage. 214
17. **ABSENCES:** Tenant(s) shall notify Manager of any anticipated absence of greater than seven (7) days or
18. such absence will be considered abandonment of the premises and Manager may reenter and re-rent the
19. premises. Tenant(s) shall be responsible for any damages to the premises caused by the Tenant(s)
20. absence.
21. **DEFAULT:** Tenant(s) agrees that each of the terms of this Agreement and of Manager's Rules and
22. Regulations, if any, constitutes an independent condition of Tenant(s)' right to possession of the premises.
23. Any failure by Tenant(s) to comply with one or more of such terms shall constitute a default under the
24. terms of this Agreement and Manager may terminate Tenant(s)' right to possession of the premises and
25. other rights under this Agreement, together with such other remedies as provided by the Residential
26. Landlord and Tenant Act of 1977 (Title 70, Chapter 24 of the Montana Code Annotated) and the
27. Residential Tenants' Security Deposit Act (Title 70, Chapter 25 of the Montana Codes Annotated). 227
28. **ABANDONED PERSONAL PROPERTY:** If upon the termination of the tenant's tenancy, personal
29. property remains in the rental premises, it is agreed that the Manager may reasonably believe that the
30. Tenant(s) has abandoned such personal property either by public or private sale or by destruction of the
31. personal property.
32. **VACATING PREMISES PRIOR TO TERMINATION:** Tenant(s)' obligations under the terms of this
33. Agreement shall not cease upon surrender of premises. Such obligations shall continue until this
34. Agreement expires. In the event that one or more, but fewer than all, Tenant(s) vacate prior to the
35. termination of this Agreement, the remaining Tenant(s) shall remain liable for the full sums due hereunder.
36. The remaining Tenant(s) may locate a prospective Tenant(s) acceptable to them, however such
37. prospective Tenant(s) must be approved by Manager prior to taking occupancy. In all cases, vacating
38. Tenant(s) shall remain jointly and severally liable under the terms and conditions of this Agreement.
39. Furthermore, no portion of the security deposit shall be returned, until the termination of this Agreement,
40. and, if then, only as provided herein. If tenant breaches lease more than days prior to end
41. of lease, tenant will pay, in addition to other damages, all advertising costs and release fees of 243 $ .

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

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

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

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

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;

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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

1. **15.** To not engage or knowingly allow any person to engage in any activity on the premises that creates
2. a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants
3. may be injured by, criminal production or manufacture of dangerous drugs, as prohibited by Section
4. 45-0-110 M.C.A.; operation of an unlawful clandestine laboratory, as prohibited by Section 45-9-132
5. M.C.A.; or gang-related activities, as prohibited by Title 45, Chapter 8, Part 4 M.C.A. 326
6. **HOLDOVER:** If this is a Fixed Term Lease, unless written notice of termination is given by either party no
7. later than thirty (30) days prior to the expiration date of such fixed term, this lease shall be automatically
8. renewed on a MONTH-TO-MONTH basis at the current rental rate and subject to the terms of this
9. Agreement, except as modified by this paragraph. 331
10. **WAIVER OF DEFAULT:** Manager's failure to require strict compliance with the conditions of this
11. Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default, nor
12. limit Manager's rights with respect to that, or any subsequent default. 335
13. **SEVERABILITY:** If a part of this Agreement is invalid, all valid parts that are severable from the invalid part
14. shall remain in effect. If part of this Agreement is invalid in one or more of its applications, the part remains
15. in effect in all valid applications that are severable from the invalid applications. 339
16. **NOTICES:** Unless otherwise provided, any notice required to give pursuant to the terms of this Agreement,
17. may be given personally or by mailing the same, postage prepaid, certified to Tenant(s) at the premises or
18. to the Manager at the address stated in the Specific Terms of this Agreement or at such other places as
19. may be designated by the parties from time to time. Notice will be deemed effective three (3) days after
20. mailing or upon personal delivery. 345

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

1. **JOINT AND SEVERAL LIABILITY:** It is expressly understood that this Agreement is between the Manager
2. and each Tenant(s) jointly and severally. Each Tenant(s) will be responsible for timely payment of rent and
3. performance of all other provisions of this Agreement. 351
4. **ATTORNEY'S FEES:** In any action brought by the Tenant(s) or Manager to enforce any of the terms of this
5. Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees and costs
6. as the court or arbitrator shall determine just. 355
7. **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the
8. State of Montana. Further, the parties agree, if there is a lawsuit, that jurisdiction and venue shall be in the
9. county in which the real property, subject of this Agreement, is located.
10. **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of the Title 46, Chapter 23, Part 5 of the
11. Montana Code Annotated, certain individuals are required to register their address with the local law
12. enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some
13. communities, law enforcement offices will make the information concerning registered offenders available
14. to the public. If you desire further information, please contact the local County Sheriffs office, the Montana
15. Department of Justice in Helena, Montana, and/or the probation offices assigned to the area. 365

366 **CERTIFICATIONS:** The parties have reviewed the information above and certify, to the best of their

367 knowledge, that the information which they have provided is true and accurate. 368

1. **FAIR HOUSING:** The Civil Rights and Fair Housing Laws of the United States and Montana prohibit
2. housing discrimination on the basis of race, religion, sex, national origin, color, handicap, familial status,
3. marital status, age and creed. All parties to this contract shall deal in a free and open manner according to
4. said law.
5. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and
6. supersedes any oral or written representation or agreements that may have been made by either party.
7. Further, Tenant(s) have relied solely on their own judgement, experience and expertise in entering into this
8. Agreement with the Manager and are of legal age (or if Tenant(s) are not of legal age, Tenant(s) agree this
9. Agreement is for a necessity) and sound mind. 379

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| 382 | Tenant | Manager |
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| 386 |   |  |
| 387 | Tenant |  |
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| 392 | Tenant |  |

**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.