

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 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.

