

1 BITTERROOT PROPERTY MANAGEMENT INC.
2 414 W Broadway, Missoula, MT, 59802
3 bpm@montana.com P.O. Box 3503 Missoula MT 59806 406-549-9631
4 Emergency Maintenance 406-880-9631
5

6 RESIDENTIAL LEASE-RENTAL AGREEMENT
7

8 THIS IS A LEGALLY BINDING CONTRACT, INCLUDING THE SPECIFIC AND GENERAL
9 TERMS DESCRIBED BELOW AND CONSISTING OF 10 PAGES. IF NOT UNDERSTOOD,
10 TENANT(S) IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL
11 BEFORE SIGNING.
12

13 PARTIES: Bitterroot Property Management Inc 414 W Broadway, Missoula MT 59802, Phone: 406-
14 549-9631 hereinafter known as "Manager" and

15 _____
16 hereinafter known as "Tenant(s)" agree as follows:
17

18 SPECIFIC TERMS
19

20 NOTICE OF STATUS AS MANAGER: Manager hereby notifies Tenant(s) that Manager is
21 authorized to manage the Premises, which are described below, on behalf of its owner, as the owner's
22 agent and that the Manager is authorized to accept service of process, notices and demands on behalf of
23 the owner. The address of the Manager, for purposes of service of process, notices, and demands is: 414
24 W Broadway, Missoula MT 59802.
25

26 ELECTRONIC MAIL: Tenant(s) volunteers to provide email address. Tenant(s) email address(es):
27 _____
28 _____

29 If email address(es) change, Tenant(s) shall update Manager via written notice.
30

31 PREMISES: The Tenant(s) hereby agree to lease the premises located at:
32 _____

33 consisting of ___Bed(s), ___Bath(s) and ___Smoke Detector(s) and ___Carbon Monoxide Detector(s).
34

35 ADDITIONAL OCCUPANTS: In addition to the Tenant(s) identified above, it is agreed that the
36 following individuals shall occupy the premises: _____
37

38 TERM OF LEASE: This Agreement shall begin on _____, 20____, at which time
39 Tenant(s) shall be entitled to possession of the unit. This tenancy is:
40

- 41 • FIXED TERM for a period ending on _____, 20____. A fixed term lease
42 terminates upon the expiration of the agreed upon term, subject to Holdover, Default and
43 Termination provisions of this Agreement.
44

45 RENEWAL: Upon expiration, unless 30-days written notice is proved to the Manager, the Tenant
46 agrees that the following shall occur by default: Rental Agreement shall be automatically renewed for
47 successive terms of one month.

48 **CHANGES TO TERMS OF LEASE:** The Manager, with 30-days written notice prior to the
49 expiration of initial Lease Term, gives the Tenant notice of changes to the rental agreement that would
50 apply to subsequent terms, including, but not limited to, the right to increase the monthly rent or to
51 retain possession of the premises.

52
53 **PAYMENT TERMS:** The Tenant(s) agrees to pay Manager the amounts set out as follows:

54
55 **First Month's (pro-rated) Rent:** Upon entry into this Agreement. \$ _____
56 **Security Deposit:** Upon entry into this Agreement \$ _____
57 **Application Fee:** Upon entry into this Agreement \$ _____
58 **Other:** _____ \$ _____
59 **Total Amount due before possession:** \$ _____

60
61 **Monthly Rental:** On the 5th day of each month hereafter. \$ _____
62 **Utility Reimbursement:** On the 5th day of each month hereafter. \$ _____
63 **Pet Rent Per Month:** On the 5th day of each month hereafter. \$ _____
64 **Administration Costs for Default of Lease:** \$ 35.00

65 Manager will charge tenant an administrative/notice fee of \$35.00 for each notice of lease
66 violation, including late payment of rent. This fee represents an approximation of Manager's
67 actual costs as well as postal charges associated with the issuance of each notice.

68 **Rent must be received in the Manager's office by 5:00pm on the 5th day of the month.**

69 **Administration Costs for Tenant Switches:** \$ 150.00

70 This fee represents an approximation of Manager's actual costs as well as postal charges
71 associated with a Tenant Switch or "Add/Drop".

72 **NSF Check Fee:** Up to \$30.00 in accordance to Montana Law.

73
74 **KEYS/GARAGE DOOR OPENERS:** The Tenant (s) shall pay actual costs for rekeying or
75 replacement for the keys and/or garage door opener, if the following are either lost or not returned upon
76 termination of this Agreement: ___ Door Key(s), ___ Mail Box Key(s), ___ Storage
77 Key(s), ___ Laundry Key(s), ___ Garage Key(s), ___ Garage Door Opener(s), ___ Other(s): _____

78
79 **NO SMOKING ON PROPERTY: Smoke damage could result in tenant(s) being charged for re-**
80 **painting and/or carpet replacing.**

81
82 **UTILITIES:** The Utilities checked below are the obligation of the Tenant(s). Tenant(s) shall contract
83 with and pay the utility provider directly for the indicated utilities. There may be other utilities billed to
84 you directly from Bitterroot Property Management, Inc. which are also the tenant(s) responsibility.

85 Utilities, or services, the tenant must sign up for are:
86 ___ Sewer / Septic ___ Gas ___ Water ___ Electric for a well
87 ___ Heat ___ Trash ___ Electric ___ Other

88 Utilities, or services, that will be billed to you by Bitterroot Property Management, Incorporated. They
89 are listed as percentages of the entire building's usage.

90 Sewer ___% Gas ___% Water ___% Trash ___%
91 Heat ___% Electricity for a well ___% Electric ___% Other ___%

92
93 Common Area Maintenance covers cleaning, repairs, special handling and other services that are not
94 typical wear and tear. If these costs are incurred, they will be billed back to the Tenant(s).

_____, _____, _____, _____, _____
Tenant(s) Initials

96 **SERVICES:** The services checked below are the obligation of the Tenant(s). If Tenant(s) retains third
97 parties to provide any of the services, Tenant shall pay such third party directly.
98 Snow Removal Lawn Care Sprinkler Other
99

100 **RELATED DOCUMENTS:** Incorporated into the terms of this Agreement are the following (check all
101 that apply):

102 Tenants Application for Rental EPA Lead Based Paint Handout Mold Disclosure
103 Move-in Property Condition Report Mont. Code Ann. § 70-24-430 (Disp. Of Abandoned
104 Property) Reasonable Accommodation/Modification Documents
105 Other(s): _____
106

107 **SPECIAL PROVISIONS:**
108 _____
109 _____
110

111 **THE GENERAL TERMS CONTAINED IN THE SECTION THAT IMMEDIATELY**
112 **FOLLOWS ARE AN INTEGRAL PART OF THIS AGREEMENT.**

113
114 **GENERAL TERMS**
115

116 **RENT:** Rent is payable in advance on or before 5:00 p.m. on the day indicated herein for each calendar
117 month to Manager at the address indicated in the Specific Terms of this Agreement, or at such other
118 place as designated by the Manager from time to time. Acceptance of rent does not constitute a waiver
119 of prior Tenant(s) default. All payments made by Tenant(s) shall apply first to the oldest sums due and
120 owing under the terms of this Agreement. The Manager will not accept postdated or endorsed third party
121 checks. Payments are payable to: Bitterroot Property Management Inc, 414 W Broadway, Missoula,
122 MT, 59802 or P.O. Box 3503, Missoula MT 59806 **Tenants can pay rent online with a verified email**
123 **address: bitterrootmanagement.appfolio.com/connect/users/sign_in**
124

125 **ADMINISTRATIVE FEES:** Manager will charge tenant an administrative/notice fee of \$35.00 for
126 each notice of lease violation, including late payment of rent. This fee represents an approximation of
127 Manager's actual costs as well as postal charges associated with the issuance of each notice.
128

129 **NSF CHECKS:** In the event any payment, made by check, to the Manager by Tenant(s) is returned
130 unpaid, the Tenant(s)'s payment shall not be considered made until such funds are made good. In
131 addition Tenant(s) shall pay the NSF Check Fee set out in the Specific Terms of this Agreement and
132 from that time, forward all payments shall be made in the form of a cashier's check or money order.
133

134 **SECURITY DEPOSITS:** Tenant(s) agrees to pay concurrent with the signing of this Agreement a
135 security deposit to secure Tenant(s) compliance with all of the conditions of this Agreement and
136 Manager's Rules and Regulations if any. Manager will hold all security deposits in a trust account. If
137 held in an interest-bearing trust account all interest will be retained by Manager. Manager is not required
138 to provide trust account information to the Tenant(s). Tenant(s) shall not deem the security deposit rent
139 for any rental month, unless Manager elects to do so, nor shall it constitute a measure of Manager's
140 damage in the event of default. In the event the Tenant(s) defaults under the conditions of this
141 Agreement and/or Manager's Rules and Regulations, if any, or upon the expiration for the term of this
142 Agreement, Manager may deduct a sum equal to the damage alleged to have been caused by the
143 Tenant(s), together with a sum equal to the unpaid rent, late charges, utilities, penalties due under lease

144 provisions, and other money owing to the Manager at the time of deduction, including rent owed and a
145 sum for actual cleaning expenses. If the security deposit is insufficient to satisfy such sums
146 owing...Tenant(s) shall pay the deficiency upon demand. If Tenant(s) fails to pay such deficiency upon
147 demand, Manager may proceed with collection of such deficiency using any lawful means. Any excess
148 of the security deposit will be returned in accordance with the Residential Tenant(s)'s Security Deposit
149 Act (Title 70, Chapter 25 of the Montana Code Annotated) to the forwarding address provided by
150 Tenant(s) together with a security deposit statement.

151
152 **OCCUPANCY, NO SUBLETTING AND ASSIGNMENT:** Tenant agrees that the Premises will be
153 occupied by the number of persons consisting of the individuals named on page 1 of 10. Tenant's
154 temporary guests (persons staying for less than (1) week) may be allowed on the premises without
155 written notification to Landlord. All other guests or occupants staying seven (7) days or more will be
156 allowed only after written notification to and prior written approval by Landlord. Tenant may not sublet
157 the Premises or assign this Agreement without the Landlord's prior written consent.

158
159 **LAWN CARE & SNOW REMOVAL:** When required by this Agreement, lawn care includes
160 weeding, trimming and raking as necessary as well as mowing at least every seven days and watering in
161 accordance with local regulations. Tenants will remove snow in accordance with local regulations. If
162 the Tenant fails to perform lawn care or snow removal obligations, Manager will cause said performance
163 and bill the Tenant for actual costs incurred.

164
165 **ANIMALS/PETS: NO PETS** shall be permitted on the premises, except the following described
166 pet(s): _____
167 No animals will be brought on the premises by Tenant(s) or guest at any time without a prior written
168 consent of the Manager. If animals of any kind are authorized, Tenant(s) agree that the animal will not
169 disturb the rights, comforts, or convenience of others. This applies to whether the animal is inside or
170 outside of the premises leased by Tenant(s). Tenant(s) are responsible to ensure that the premises and
171 common areas of the property are not damaged due to digging, overuse, or defecation by the animal.
172 Tenant(s) are responsible for immediate animal waste cleanup at all times. Animals will not be allowed
173 to roam off the premises unattended. No animal offspring are allowed. Agent shall from time to time
174 have the right to make reasonable changes and additions to animal rules herein upon written notification
175 to Tenant(s).

176
177 **RULES AND REGULATIONS:** The Manager may adopt Rules and Regulations concerning the
178 Tenant(s)'s use and occupancy of the premises, if its purpose is to promote the convenience, safety, or
179 welfare of the occupants in the premises, preserve the premises from abusive use, or make a fair
180 distribution of services and facilities held out for the Tenants generally, if it is reasonably related to the
181 purpose for which it is adopted, if it applies to all occupants in the premises in a fair manner, if it is
182 sufficiently explicit in its prohibition, direction, or limitation of the Tenant(s) conduct to fairly inform
183 the Tenant(s) of what must or must not be done to comply, if it is not for the purpose of evading the
184 obligations of the Manager, and if the Tenant(s) has notice of it at the time that the Tenant(s) enters into
185 the rental agreement or when it is adopted. All Rules and Regulations must be in writing and delivered
186 to the Tenant(s). Tenant(s), additional occupants and all guests shall abide by all Rules and Regulations,
187 including but not limited to those concerning noise, odors, disposal of refuse, animals, parking, and use
188 of common areas.

189

190 **ORDINANCES AND STATUTES:** Tenant(s) shall comply with all applicable statutes, ordinances,
191 and 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 **MAINTENANCE, REPAIRS OR ALTERATIONS:** Tenant(s) acknowledge that the premises are in
195 good order and repair, unless otherwise indicated in this Agreement. Tenant(s) shall not destroy, deface,
196 damage, impair or remove any part of the premises. Tenant(s) will maintain the premises in a clean, safe
197 and sanitary manner, including the maintenance of all smoke detectors located in the premises. Tenant(s)
198 shall be liable for damages caused by their actions and those of additional occupants and guests.
199 Tenant(s) shall not rekey any locks, add any lock, paint, paper, or redecorate or make other alterations to
200 the premises without the prior written consent of the Manager.

201
202 **INSPECTIONS:** Except in emergencies, Manager shall give Tenant(s) a twenty-four (24) hour notice
203 of intent to enter the premises at a reasonable time for the purpose including but not limited to,
204 inspections to make repairs or alterations, to supply services or exhibit the premises to potential tenants,
205 purchasers, mortgagees, owners or workmen. Tenant(s) shall not deny Manager or Manager's inspectors
206 access to the premises.

207
208 **PARKING/VEHICLES:** All vehicles must be in assigned areas (garages, parking lots, driveways, etc.)
209 or on the public streets where allowed. No parking on the lawns, sidewalks, and other areas not
210 designated for parking. All vehicles must be registered, licensed and operable at all times. No parking of
211 pick-up trucks in excess of one ton, boats, recreation vehicles or abandoned vehicles is allowed at any
212 time. No vehicles repairs (except for minor repairs e.g. changing a tire) are allowed at any time. Only
213 cars listed on Tenant Rental Application(s) are allowed on premises. Guests must park in designated
214 guest parking or on public streets. Tenant is responsible for oil leaks and other vehicle discharges for
215 which Tenant shall be charged for cleaning if deemed necessary by Manager. Tenant must inform
216 manager of any vehicles changes within 3 days. No vehicle shall be parked for more than 3 days in
217 inoperable condition. If such condition occurs, Manager reserves the right to have the vehicle removed
218 at the tenant's expense.

219
220 **INSURANCE AND LIABILITY:** Manager and/or Owner shall not be liable to Tenant(s), nor insure
221 Tenant(s), for any personal Injury or property damage caused by the act or omission of any other
222 Tenant(s) or third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God.
223 Tenant(s) acknowledges responsibility for securing Renter's Insurance to cover Tenant(s)'s personal
224 property against any loss or damage. **Renters Insurance is not required but is highly recommended**
225 **by Manager.**

226
227 **ABSENCES:** Tenant(s) shall notify Manager of any anticipated absence of greater than seven (7) days
228 or such absence will be considered abandonment of the premises and Manager may reenter and re-rent
229 the premises. Tenant(s) shall be responsible for any damages to the premises caused by the Tenant(s)
230 absence.

231
232 **DEFAULT:** Tenant(s) agrees that each of the terms of this Agreement and of Manager's Rules and
233 Regulations, if any, constitutes an independent condition of Tenant(s)'s right to possession of the
234 premises. Any failure by Tenant(s) to comply with one or more of such terms shall constitute a default
235 under the terms of this Agreement and Manager may terminate Tenant(s)'s right to possession of the
236 premises and other rights under this Agreement, together with such other remedies as provided by
237 Montana law.

238 **ABANDONED PERSONAL PROPERTY:** Upon termination of tenancy, if Tenant(s) fail to remove
239 personal property from the premises, Manager shall adhere to Mont. Code Ann. §70-24-430, a copy of
240 which is herewith provided.

241
242 **VACATING PREMISES PRIOR TO LEASE TERMINATION:** Tenant(s)'s obligations under the
243 terms of this Agreement shall not cease upon surrender of premises. Such obligations shall continue
244 until this Agreement expires or Manager is able to re-rent the premises. In the event that one or more,
245 but fewer than all, Tenant(s) vacate prior to the termination of this Agreement, the remaining Tenant(s)
246 remain liable for the full sums due hereunder. The remaining Tenant(s) may locate a prospective
247 Tenant(s) acceptable to them; however, Manager must approve such prospective Tenant(s) prior to
248 taking occupancy. In all cases, vacating Tenant(s) shall remain jointly and severally liable under the
249 terms and conditions of this Agreement. Furthermore, no portion of the security deposit shall be
250 returned, until the termination of this Agreement, and, if then, only as provided herein.
251 New co-tenants must be approved through Bitterroot Property Management, Inc and pay accompanying
252 application fees. The addition and release consent form must be signed by all parties. The tenant(s)
253 account must be at a \$0.00 balance before any tenant switches will be processed. Security deposit and
254 key transfer between Tenant(s) is their responsibility and not that of Manager. New and remaining
255 Tenants assume full and equal responsibility for the condition and cleanliness of the unit for the
256 remainder of the lease. A property condition inspection will be done in conjunction with this transaction.
257 Tenant Switches are subject to a \$150.00 fee. This fee represents an approximation of Manager's actual
258 costs as well as postal charges associated with a Tenant Switch.

259
260 **TERMINATION OF TENANCY:** Upon termination of tenancy, Tenant(s) shall return premises to
261 Manager in the same condition and repair as when received, ordinary wear and tear excepted, and free of
262 all Tenant(s)'s personal property, trash and debris. Tenant(s) acknowledges that no representations as to
263 the condition or repair of the premises, nor as to Manager's intentions with respect to any improvements,
264 alteration, decoration or repair of the premises, have been made to Tenant(s), unless provided in this
265 Agreement. Tenant(s) acknowledges receipt of a written statement of the condition of the premises.

266
267 Upon termination of this agreement, the parties agree as follows:

- 268
- 269 1. Manager shall provide Tenant(s) with written notice of cleaning necessary to bring the premises
270 back to its condition at the time of its renting.
 - 271 2. Tenant(s) shall have (24) hours after receipt of said notice to complete the required cleaning.
 - 272 3. Failure to accomplish said cleaning within the time allowed entitles Manager to deduct the cost
273 of cleaning and/or repairs from the security deposit.
 - 274 4. Within (30) days after the termination of the tenancy, Manager shall provide Tenant(s) with a
275 written list of any rent due and any damages and cleaning charged deducted from the security
276 deposit and payment of the difference, if any, between the security deposit and the deducted
277 charges.
 - 278 5. If after inspection there are no damages to the premises, no cleaning required, and no rent unpaid
279 and if the Tenant(s) can demonstrate that no utilities are unpaid by the Tenant(s), the Manager
280 shall return the security deposit within (10) business days.
- 281
282
283
284
285

286 6. Tenant(s) are required to have carpets cleaned upon move out, regardless of duration of tenancy.
287 Manager recommends a hot water extraction performed by a professional. If carpets are not
288 cleaned correctly the first time, Tenant(s) may be responsible for the costs of Manager to have
289 the carpets re-cleaned
290

291 **EARLY TERMINATION OF LEASE:** Tenant(s) remain liable to Manager for damages, cleaning,
292 and all rent that shall accrue until the dwelling is re-rented.
293

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

- 295 1. To comply with all obligations primarily imposed upon Tenant(s) by applicable provisions of
296 building and housing codes materially affecting health and safety;
- 297 2. Don't flush any grease down any house drains;
- 298 3. To keep that part of the premises that they occupy and use as reasonably clean and safe as the
299 condition of the premise allows;
- 300 4. To dispose from the dwelling all ashes, garbage, rubbish and other waste in a clean and safe
301 manner;
- 302 5. To keep all plumbing fixtures in the dwelling unit or used by Tenant(s) as clean as their
303 condition permits;
- 304 6. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air
305 conditioning facilities as well as elevators and other facilities on the premises;
- 306 7. To conduct themselves and require other persons on the premises by consent of Tenant(s) to
307 conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the
308 premises.
- 309 8. Unless otherwise noted in writing, off-street parking on premises is for tenants only.
- 310 9. To use parts of the premises including the living room, bedroom, kitchen and dining room in a
311 reasonable manner considering the purposes for which they were designed and intended;
- 312 10. Neither to commit nor allow any illegal acts on or about the premises;
- 313 11. To periodically inspect the premises and immediately notify Manager of necessary repairs;
- 314 12. To keep balconies, patios and porches neat and tidy at all times; no indoor/stuffed furniture is
315 allowed on porches; bicycle storage and patio furniture are allowed.
- 316 13. To not store personal property in the interior common areas and hallways and to utilize exterior
317 storage only as designated.
- 318 14. No hazardous material (gasoline, kerosene, mineral spirits, candles, halogen lamps, etc...) may
319 be stored at any time at the living premises, balcony, patio, porches or garages.
- 320 15. **NO SMOKING.** Pursuant to the terms of the Lease/Rental Agreement, the Parties acknowledge
321 that there will be no smoking of any substance on the leased/rented property by Tenant or
322 Tenant's guests or invitees.
- 323 16. For purposes of this Lease/Rental Agreement, the Parties stipulate and agree that the term
324 "smoking" includes but is not limited to the "smoking" of any substance, legal or illegal. It
325 specifically includes smoking marijuana and/or marijuana derivatives, regardless of whether the
326 use of the marijuana or marijuana derivative is otherwise legal.
- 327 17. Tenant shall not grow, or allow to be grown, marijuana plants in or upon the leased premises.
- 328 18. Tenant shall not allow any other person who is upon the premises with Tenant's consent to:
329 grow, manufacture, trade, sell, convey or otherwise transfer marijuana or marijuana products to
330 any other person.
- 331 19. This prohibition shall apply to all growth and manufacture of marijuana and marijuana products
332 whether legal or illegal upon premises.

- 333 20. Violation of the prohibition on the growth and/or manufacture and/or trade/sale of marijuana
334 plants or marijuana products constitutes a material violation of the Lease/Rental Agreement and
335 is grounds for termination of the Lease/Rental Agreement upon 14 days' written notice by
336 Manager.
- 337 21. Pursuant to Montana law, and the Lease/Rental Agreement, Tenant agrees to not use,
338 manufacture sell, distribute or possess any illegal drugs upon the Leased/Rented premises or
339 tolerate others who are there with their permission to do so.
- 340 22. Flammables: Gasoline, kerosene, mineral spirits, candles and halogen lamps constitute a serious
341 danger and are prohibited.
- 342 23. Open fires, cooking fires and fire pits are not allowed. Tampering with fire alarms, smoke
343 detectors and fire equipment is prohibited.
- 344 24. Wood Floor care: Tenant(s) will be responsible for floor damage. For example, floor protectors
345 are required to prevent damage by furniture legs. For example, scratching or gouging the floors
346 surface.
- 347 25. Storm Door Care: Tenant(s) will be responsible for damage to storm doors. A storm door left
348 unlatched will be damaged in the wind. At all times the storm doors must be securely latched.
- 349 26. Lock Outs: Bitterroot Property Management, Inc. will not respond to open your dwelling after
350 close of business. During business hours we will do so but the service call will be charged back
351 to the tenant(s) to pay.

352
353 **HAZARDS:** BBQ grills, satellite dishes, waterbeds, aquariums, trampolines, swimming pools, and hot
354 tubs as well as any other hazardous item, are allowed only with written permission. Authorized BBQ
355 grills and other open flame devices shall not be operated within 10 feet combustible construction
356 (including balconies and decks), and must be completely cooled before stored against any building.

357
358 **WAIVER OF DEFAULT:** Manager's failure to require strict compliance with the conditions of this
359 Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default,
360 nor limit Manager's rights with respect to that, or any subsequent default.

361
362 **APPLICATION OF PAYMENTS:** All payments made by Tenant will be applied to first to damage
363 and cleaning charges, then to insufficient funds check charges, administrative notice charges, and past
364 due rent from the oldest month to the newest month, in that order.

365
366 **SEVERABILITY:** If a part of this Agreement is invalid, all valid parts that are severable from the
367 invalid part shall remain in effect. If part of this Agreement is invalid in one or more of its applications,
368 the part remains in effect in all valid applications that are severable from the invalid applications.

369
370 **NOTICES:** Unless otherwise provided, all notices shall be in writing. Notices may be given personally
371 or by mail, postage prepaid, with certificate of mailing to Tenant(s) at the premises or to the Manager at
372 the address stated in the Specific Terms of this Agreement or at such other places as the parties may
373 designate from time to time. Notice is deemed effective (3) days after mailing or upon its personal
374 delivery

375
376 **TIME:** Time is of the essence to the terms of this agreement.

377
378 **JOINT AND SEVERAL LIABILITY:** It is expressly understood that this Agreement is between
379 the Manager and each Tenant(s) jointly and severally. Each Tenant(s) will be responsible for timely
380 payment of rent and performance of all other provisions of this Agreement.

381 **LEAD-PAINT DISCLOSURE:** Lead Warning Statement: Housing built before 1978 may contain
382 lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of
383 properly. Lead exposure is especially harmful to young children and pregnant women. Before renting
384 pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based
385 paint hazards in the dwelling. Tenants must also receive a Federally Approved pamphlet on lead
386 poisoning prevention.

387
388 **MOLD DISCLOSURE:** Pursuant to Montana Code Annotated Section 70-16-703, Manager has
389 provided Tenant with a copy of the mold disclosure statement set forth in that provision of Montana law.
390

391 **MANAGER'S DISCLOSURES:** The Manager hereby discloses the presence of lead-based paint
392 and/or lead-based hazards by initialing the blanks and checking the appropriate boxes as follows:
393

394 ____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

395
396 Manager knows that lead-based paint and/or lead-based hazards are present in the
397 property.(explain): _____

398
399 Manager has no knowledge of lead-based paint and/or lead-based paint hazards in the
400 property.

401
402 ____ (b) Records and Reports available to the Manager (check one below):

403
404 Manager has provided the Tenant(s) with all available records and reports pertaining to
405 lead-based paint and/or lead based hazards in the property. Those reports and records are
406 itemized as follows: _____

407
408 Manager has no records or reports pertaining to lead-based paint and/or lead-based
409 paint hazards in the property.

410
411 Manager has no records or reports pertaining to mold and/or mold-related hazards.
412

413 **TENANT(S)' ACKNOWLEDGEMENT:** Tenant(s) acknowledges, by his/her initials in the blanks
414 provided below, as follows:

415 _____, _____, _____, _____, _____ (c) Tenant(s) has received copies of all information listed in item (b).
416

417 _____, _____, _____, _____, _____ (d) Tenant(s) has received the pamphlet "Protect Your Family from Lead
418 in Your Home."
419

420 **MANAGER'S ACKNOWLEDGEMENT:** The Manager acknowledges as follows:

421
422 _____ (e) Manager has informed the owner of the premises of his obligations under 42 U.S.C.
423 §4852 (d) and is aware of his/her responsibility to ensure compliance.
424

425 **CERTIFICATIONS:** The parties have reviewed the information above and certify, to the best of their
426 knowledge, that the information, which they have provided, is true and accurate.
427

428 **FAIR HOUSING:** Civil rights laws of the United States prohibit housing discrimination on the basis of
429 race, religion, sex, national origin, color, handicap, or familial status. All parties to this Agreement shall
430 act according to said law.

431
432 **ATTORNEY'S FEES AND COSTS OF COLLECTION:** The prevailing party may be entitled to
433 reasonable costs, attorney's fees and collection costs and fees.

434
435 **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and
436 supersedes any oral written representation or agreements that may have been made by either party.
437 Further, Tenant(s) have relied solely on their own judgment, experience and expertise in entering into
438 this agreement with the Manager and are of legal age (or is Tenant(s) are not of legal age, Tenant(s)
439 agree this Agreement is for a necessity) and that they are of sound mind.

440
441 **NEGOTIATED AGREEMENT:** The parties agree that each has had the opportunity to negotiate each
442 term in this agreement.

443
444 **NOTE: ANY PERFORMANCE WHICH IS REQUIRED TO BE COMPLETED ON A**
445 **SATURDAY, SUNDAY, OR A HOLIDAY CAN BE PERFORMED ON THE NEXT BUSINESS**
446 **DAY.**

447
448 Tenant Signature _____ Date _____

449
450 Tenant Signature _____ Date _____

451
452 Tenant Signature _____ Date _____

453
454 Tenant Signature _____ Date _____

455
456 Tenant Signature _____ Date _____

457
458 Bitterroot Property Management, INC (Agent)

459
460 Signature _____ Date _____

1 **Montana Code Annotated 2017**

2 **TITLE 70. PROPERTY**

3 **CHAPTER 24. RESIDENTIAL LANDLORD AND TENANT ACT OF 1977**

4 **Part 4. Remedies**

5 **Disposition Of Personal Property Abandoned By Tenant After Termination**

6
7 **70-24-430.** Disposition of personal property abandoned by tenant after termination. (1) (a) If a
8 tenancy terminates in any manner except by court order and the landlord has clear and convincing
9 evidence that the tenant has abandoned all personal property that the tenant has left on the premises and
10 a period of time of at least 48 hours has elapsed since the landlord obtained that evidence, the landlord
11 may immediately remove the abandoned property from the premises and immediately dispose of any
12 trash or personal property that is hazardous, perishable, or valueless.

13
14 (b) An item that is clearly labeled "rent to own" or "leased" or likewise identified may be discarded
15 only with confirmation from the lessor that the item does not have a lien, provided that the lessor can be
16 easily identified from the label and the landlord makes a reasonable effort to contact the lessor.

17
18 (c) For the purposes of this subsection (1), the following definitions apply:

19
20 (i) "Hazardous" means an item that is potentially or actually flammable or a biohazard or an item
21 otherwise capable of inflicting personal harm or injury.

22
23 (ii) "Perishable" means any item requiring refrigeration or any food item with a marked expiration date.

24
25 (iii) "Valueless" means any item that has an insubstantial resale value but does not include personal
26 photos, jewelry, or other small items that are irreplaceable.

27
28 (2) The landlord shall inventory and store all abandoned personal property of the tenant that the
29 landlord reasonably believes is valuable in a place of safekeeping and shall exercise reasonable care for
30 the property. The landlord may charge a reasonable storage and labor charge if the property is stored by
31 the landlord, plus the cost of removal of the property to the place of storage. The landlord may store the
32 property in a commercial storage company, in which case the storage cost includes the actual storage
33 charge plus the cost of removal of the property to the place of storage.

34
35 (3) After complying with subsection (2), the landlord shall make a reasonable attempt to notify the
36 tenant in writing that the property must be removed from the place of safekeeping by sending a notice
37 with a certificate of mailing or by certified mail to the last-known address of the tenant, stating that at a
38 specified time, not less than 10 days after mailing the notice, the property will be disposed of if not
39 removed.

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41 (4) The landlord may dispose of the property after complying with subsection (3) by:

42
43 (a) selling all or part of the property at a public or private sale; or

44
45 (b) destroying or otherwise disposing of all or part of the property if the landlord reasonably believes
46 that the value of the property is so low that the cost of storage or sale exceeds the reasonable value of the
47 property.

48

49 (5) If the tenant, upon receipt of the notice provided in subsection (3), responds in writing to the
50 landlord on or before the day specified in the notice that the tenant intends to remove the property and
51 does not do so within 7 days after delivery of the tenant's response, the tenant's property whether of
52 value or not is conclusively presumed to be abandoned. If the tenant removes the property, the landlord
53 is entitled to storage costs for the period that the property remains in safekeeping, plus the cost of
54 removal of the property to the place of storage. Reasonable storage costs are allowed a landlord who
55 stores the property, and actual storage costs are allowed a landlord who stores the property in a
56 commercial storage company. A landlord is entitled to payment of the storage costs allowed under this
57 subsection before the tenant may remove the property.

58
59 (6) The landlord is not responsible for any loss to the tenant resulting from storage unless the loss is
60 caused by the landlord's purposeful or negligent act. On the event of purposeful violation, the landlord is
61 liable for actual damages.

62
63 (7) A public or private sale authorized by this section must be conducted under the provisions of 30-
64 9A-610 or the sheriff's sale provisions of Title 25, chapter 13, part 7.

65
66 (8) The landlord may deduct from the proceeds of the sale the reasonable costs of notice, storage,
67 labor, and sale and any delinquent rent or damages owing on the premises and shall remit to the tenant
68 the remaining proceeds, if any, together with an itemized accounting. If the tenant cannot after due
69 diligence be found, the remaining proceeds must be deposited with the county treasurer of the county in
70 which the sale occurred and, if not claimed within 3 years, must revert to the general fund of the county
71 available for general purposes.

72
73 (9) The landlord shall ensure that the terms of this section are included in plain and understandable
74 language as a notification in any lease or rental agreement at the time of the agreement or when the
75 tenant occupies the property. The landlord shall provide the same notification upon termination of the
76 lease or rental agreement.

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78
79

80 **TENANT(S)' ACKNOWLEDGEMENT:** Tenant(s) acknowledges, by his/her initials in the blanks
81 provided below, as follows:

82
83 _____, _____, _____, _____, _____ Tenant(s) has received a copy of Mont. Code Ann. §70-24-430

84
85

MANAGER'S ACKNOWLEDGEMENT: The Manager acknowledges as follows:

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87

_____ Manager has provided Tenant(s) with a copy of Mont. Code Ann. §70-24-430.

88 **MOLD DISCLOSURE: Property Address** _____

89
90 **MOLD DISCLOSURE:** There are many types of mold. Inhabitable properties are not, and cannot be,
91 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold
92 growth. Information about controlling mold growth may be available from your county extension agent
93 or health department. Certain strains of mold may cause damage to property and may adversely affect
94 the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat
95 irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed
96 immune systems. Some experts contend that certain strains of mold may cause serious and even life-
97 threatening diseases. However, experts do not agree about the nature and extent of the health problems
98 caused by mold or about the level of mold exposure that may cause health problems. The Centers for
99 Disease Control and Prevention is studying the link between mold and serious health conditions. The
100 seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or
101 warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem
102 is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to
103 purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent,
104 buyer's agent, or property manager who provides this mold disclosure statement, provides for the
105 disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any
106 knowledge of mold is not liable in any action based on the presence of or propensity for mold in a
107 building that is subject to any contract to purchase, rent, or lease.

108
109 Whenever a seller or landlord or an agent of either has knowledge that a building has mold present, the
110 seller, landlord, or agent of either shall, prior to or upon entry into a contract for the purchase, rent, or
111 lease, disclose to the buyer or renter the presence of the mold. Whenever a seller or landlord knows that
112 a building has been tested for mold, the seller or landlord, prior to or upon entry into a contract for the
113 purchase, rent, or lease of that building, shall advise the buyer or tenant that testing has occurred and
114 shall provide to the buyer or tenant a copy of the results of that test, if available to the seller or landlord,
115 and evidence of any subsequent mitigation or treatment. A prospective buyer or tenant who contracts for
116 the testing may receive the results of that testing and shall provide a copy of the results of that test, if
117 available, to the seller or landlord. The furnishing of test results and evidence of mitigation or treatment
118 is not to be construed as a promise, warranty, or representation of any sort by the seller, landlord, seller's
119 agent, buyer's agent, or property manager that the test results are accurate or that the mitigation or
120 treatment is effective. This section does not create a contingency on the purchase of the property or any
121 right to rescind a contract for purchase unless the contingency or right to rescind is an express term of
122 the applicable contract.

123
124 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have
125 knowledge that the building or buildings on the property have mold present in them. This disclosure is
126 made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold
127 Disclosure Act (any mold, fungus, mildew or spores). The undersigned are not representing that a
128 significant mold problem exists or does not exist on the property, such as determination may only be
129 made by a qualified inspector.

130
131
132 _____
133 Manager Date

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137 **ACKNOWLEDGEMENT:** The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker
138 acknowledge receipt of this Disclosure, the test results (if available) and evidence of subsequent
139 mitigation or treatment. They further acknowledge that the Property Manager, who have provided this
140 Disclosure, is not liable for any action based on the presence or propensity for mold in the property.

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142
143 _____ Tenant _____ Date _____ Tenant _____ Date
144
145 _____ Tenant _____ Date _____ Tenant _____ Date
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147 _____ Tenant _____ Date _____ Tenant _____ Date
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