

RENTAL AGREEMENT – SAMPLE ONLY

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, INCLUDING THE SPECIFIC AND GENERAL TERMS DESCRIBED BELOW AND CONSISTING OF 10 (TEN) PAGES. IF NOT UNDERSTOOD, TENANT IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

The **Date** of this Rental Agreement is 1/1/11.

The **Dwelling Unit** herein, known as 1234 Main St. Helena, MT 59601, is the structure or the part of a structure that is used as a home, residence or sleeping place by the Tenant who maintains a household there. The **Premises** herein are the Dwelling Unit the structure of which it is a part, the facilities and appurtenances in the structure, and the grounds, areas, and facilities held out for the use of tenants generally or promised for the use of a tenant.

The **Tenant(s)** herein is/are: Joe Tenant.

If more than one person is named above as Tenant, all persons named shall have joint and several liability as to the obligations of Tenant herein, and all references to Tenant, although stated in the singular, shall apply as appropriate as if written in the plural. This Rental Application and Third Party Guaranty (if applicable) are an integral part of this Rental Agreement. Notice to Tenant may be given in accordance with Montana Code to the address of the Dwelling Unit listed above, or to such other place as designated by Tenant in writing as the place for receipt of notices, or, in the absence of such designation, to Tenant's last-known address.

The **Manager** herein is Blue River Property Management, LLC, a Montana limited liability company, which manages the Premises as agent for the owner. Manager executes this Rental Agreement only as disclosed agent for the owner and not on Manager's own behalf. Manager is authorized to accept service of process, notices and demands on behalf of the owner. The address of Manager, for purposes of service of process, notices and demands is:

Physical: 301 N. Warren St. **Mailing Address:** PO Box 1702 Helena, MT 59624.

For consideration of rent payments and adherence to the covenants in this Rental Agreement by the Tenant, the Manager rents to the Tenant the Dwelling Unit for the Term.

THE PARTIES FURTHER AGREE:

SECTION 1. INITIAL TERM & LEASE / RENTAL AGREEMENT RENEWALS

The Term herein shall begin on the 1st day of January 2011 and continue until the 31st day of December 2011.

1. Upon expiration of the initial Lease Term, Landlord & Tenant agree to accept as a default extension period for the lease chosen by the Tenant pursuant to subsection (2) below. This renewal term shall become effective if a revised lease is not agreed to or if neither party gives a 30-day written notice of termination to the other prior to this Agreement's original termination date.
2. Upon expiration, unless 30 days written notice is provided to the Landlord, the Tenant agrees that the following shall occur by default:
 - a. The lease shall automatically renew on a month-to-month basis.

Initial(s)

SECTION 2. USE OF DWELLING UNIT

The Dwelling Unit shall be occupied as a residence exclusively by the Tenant and the following named person(s): **no other persons named. Tenant must obtain Manager's written approval when having guests residing in the unit in excess of 7 days.** Any guest, who stays in excess of this amount, shall be considered an unauthorized occupant.

SECTION 3. RENT

Rent for the Term shall be **\$6000.00**, payable in equal monthly installments of **\$500.00** due in advance on the first day of each and every calendar month during said Term.

1. Tenant shall pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Tenant to comply with all of the covenants of this Rental Agreement and any and all

damages, costs and expenses which result by reason of any default of Tenant or failure on his part to comply with the covenants of this Rental Agreement, and each of them, and also any and all damages to the Premises caused by any act or negligence of Tenant.

2. In the event Tenant terminates this lease before the expiration of the Term, Tenant shall pay to Manager the sum of **\$300.00 (three hundred dollars)** as liquidated damages representing Manager's administrative costs to be collected as additional rent owed, in order to indemnify Manager for expenses associated with additional staff time and administrative costs incurred as a result of Tenant's early termination. It is agreed that such damages would result from Tenant's breach, that such damages are uncertain and difficult to ascertain, and that the agreed amount is a reasonable estimate of probable actual damages. Accordingly, Tenant also will be responsible for all damages incurred by Manager as a result of Tenant's early termination, including but not limited to, the following: (i) all rent until the date the Dwelling Unit is rented to another for a fair rental, (ii) advertising charges to re-rent Dwelling Unit, (iii) all utilities that would be the Tenant's responsibility, (iv) cleaning charges, (v) property inspections during vacancy of the Dwelling Unit, (vi) any rent differential or rent incentive required to rent the Dwelling Unit, and (vii) all maintenance charges (e.g. snow removal, lawn care, etc.), **through the term of the Rental Agreement or until the Dwelling Unit is re-let to another for full value as set forth in this Agreement.**

SECTION 4. LATE RENT/BAD CHECKS/COLLECTIONS

1. Rent is due in full on or before **5 p.m.** on the **first day** of each and every month during the Term regardless of whether that day is a Saturday, Sunday or Holiday. Rent may be delivered to the "Rent Drop" box at the office of our company which is located at **301 N. Warren St. Helena, MT 59601**, but in any event, must be received by Manager on or before the date and time stated above. **If rent is not received on or before 5 p.m. on the third day of each month a late fee of 10% (ten percent) of the monthly rent amount will be charged plus \$10 (ten dollars) per day will be charged for each additional day that rent is late.** All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such. Late fees will be assessed from the date rent is due until the entire balance of unpaid rent and accrued late fees and any other charges is paid in full.
2. **Only one check** will be accepted for the Dwelling Unit from named Tenant unless other arrangements have been made in writing with the manager.
- a. Manager's acceptance of rent from a person other than the named Tenant shall not be a waiver of Section 23, and shall not constitute acceptance of such person as a Tenant. Rent may be paid in the form of personal check, cashier's check, money order, ACH draft (electronic check draft) a fee may be assessed for ACH payments, payable in U.S. funds and shall be made payable to **Blue River Property Management, LLC..** **No cash will be accepted for rent.** If a personal check or ACH draft is returned by Tenant's bank for any reason, a charge of **\$ 30 (thirty dollars)** shall be added to rent for the month and Tenant shall not be current with rent as long as said charge is not paid. If Tenants personal check is returned uncollected or unpaid, Manager may require that all subsequent rental payments be made, by cashier's check, credit card or money order.
- b. No postdated or two party checks will be accepted.
- c. Payments made by Tenant shall be applied in the following order first to damages, non-sufficient funds, non-compliance charges, utility charges, attorney fees, and past due rent oldest month to newest.
- d. In the event any unpaid balance is placed for collection with any third party collection agency or attorney, a fee of 50 % of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees, late fees, and any other fees and costs of collection. The authorized fee of 50 % of the unpaid balance and the additional collection-related costs and charges listed above, without limitation, represent the actual costs incurred by the Manager to collect amounts owed under this agreement and a corresponding decrease in revenues resulting from Tenant(s) failure to pay as specified in this agreement.

Initial(s)

SECTION 5. PETS/SMOKING

1. Tenant shall not bring, keep, "baby-sit" or maintain any pet on the Premises except the following listed pets: **none.** If a pet is allowed Tenant shall abide by all rules set forth in maintaining a pet on the Premises, as set forth in a separate Pet Lease Agreement, the terms of which are incorporated here by reference.
- a. A change in pet or loss of pet will require a written notice given to Manager. An interim inspection will then be done to verify the change or loss of the pet and to assess any pet damage. The increased security deposit will not be returned until after the Rental Agreement has been terminated and any pet damages have been deducted.
- b. When a showing or an inspection is scheduled for your Dwelling Unit all pets must be placed outside or in

- a confined area.
 - c. Any unauthorized pet found at the Dwelling Unit, including but not limited to visiting pets, will be subject to an immediate \$ 100 **(one hundred dollar)** fee per unauthorized pet for each day the unauthorized pet remains at the Premises.
 - d. When an unauthorized pet is found at the Dwelling Unit, in addition to removing the unauthorized pet from the Dwelling Unit, the carpet must be cleaned and deodorized by a professional carpet cleaning company. This must occur within seven (7) days from the finding of the unauthorized pet. Proof of the cleaning must be given to Manager when completed. If the cleaning is not completed in the specified time Manager will make arrangements to have the cleaning done and the cost will be charged as additional rent to the Tenant.
 - e. If Tenant has a pet, Tenant is required to clean up all pet messes daily. If this is not done when Manager does property checks, Tenant will be notified to either clean up any pet messes, get rid of the pet, be charged with damages, or any combination of the foregoing.
2. The Dwelling Unit is designated as a property where smoking is
 Not Permitted Permitted Permitted outdoors only
- a. Any unauthorized smoking at the Dwelling Unit will be subject to an immediate \$ 100 **(one hundred dollar)** fee for each incident of smoking.
 - b. Tenant understands and agrees that any damage caused by or related to cigarette, pipe, or cigar smoking, or any tobacco product shall not constitute ordinary wear and tear. Manager may deduct from Tenant's security deposit for all damages and/or costs for the cleaning or repairing of any damage caused by or related to any tobacco product including, but not limited to: deodorizing the Dwelling Unit, sealing and painting the walls and ceiling, repairing or replacing the carpet and pads.

SECTION 6. KEYS

- 1. Tenant acknowledges receipt of:
 (2) keys, (0) garage door openers, & (0) mail box keys. Tenant shall return these keys and garage door openers and all copies of these keys to Manager upon termination of the Rental Agreement.
- 2. Tenant: () Does not request that locks be re-keyed at residence
 (Initial one)
 () Does request that locks be re-keyed at residence
 The costs incurred in re-keying the locks are:
 1 or 2 Locks \$ 80 minimum per lock
 3 or more locks..... \$ 60 minimum per lock
 No one except Manager may re-key locks.
- 3. Tenant shall not add or change any lock, locking device, bolt or latch on the Premises without the express written consent of the manager. Tenant shall incur a fee of \$ 80 **(eighty dollars)** plus the cost of any and all locks, and shall be responsible for the cost of all damages if, as a result of Tenant's breach of this Section, Manager needs to replace the locks on the Premises.
 - a. There is a minimum \$ 10 **(ten dollars)** fee for replacement of a single key.
 - a. A \$ 40 **(forty dollars)** fee will be charged when a Tenant becomes locked out of their Dwelling Unit and an employee must go to the residence to let them in. If the occurrence takes place on a weekend, holiday or after 5 pm the charge will be a minimum of \$ 80 **(eighty dollars)**. This section is subject to Manager's availability and shall not be construed as a requirement for Manager to do so. In the event the Manager cannot be reached Tenant shall utilize a competent locksmith for re-entry and will be liable for any and all charges or damages associated with lock-out.

SECTION 7. SECURITY DEPOSIT

- 1. Security deposit will be held in trust until Term of Rental Agreement expires or until Dwelling Unit is rented to another party.
- 2. **Security deposit - amount.**
 - a. Tenant shall deposit with Manager, concurrent with the signing of this Rental Agreement, a security deposit of \$ 1000.00 .
 Interest will not be paid to Tenant on the security deposit. Interest accrued on the security deposit, if any, will be payable to Manager.
 - b. If Tenant is in default under this Rental Agreement three (3) or more times within any twelve (12) month period, irrespective of whether or not such default is remedied, then, without limiting Manager's other rights and remedies provided for in this Rental Agreement or at law or in equity, the Security Deposit shall

automatically be increased by an amount equal the original Security Deposit and payable upon demand.

c. If Owner sells or assigns the Premises, Manager shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease and upon so doing Manager shall be released from all liability to Tenant for return of said security deposit.

3. **Security deposit - deductions authorized therefrom.**

a. Manager shall not deduct or withhold from the security deposit any amount for any reason other than as allowed by relevant Montana Code.

4. **List of damages and refund - delivery to departing Tenant.**

a. Manager will issue the security deposit check to all current Tenants of the Rental Agreement; all names listed on the Rental Agreement will appear on the check. If more than one forwarding address is provided, Manager may forward the security deposit refund to any one of the forwarding addresses provided.

b. It is understood that if a Tenant elects to vacate the Premises on an individual basis and prior to all Tenants vacating concurrently, the security deposit will be retained until all parties to the Rental Agreement have vacated.

5. **Security Deposit - Election not available to Tenant.** Tenant may not elect to use the security deposit as rent for any month.

SECTION 8. UTILITIES

1. Tenant shall pay directly to the service provider, all utilities, services, or both, supplied to the Dwelling Unit for the duration of the Rental Agreement:

Tenant will provide and pay for the following utilities (indicate those that apply):

Electric, Gas, Telephone, Cable Television. Water. Garbage

Manager will provide and pay for the following utilities (indicate those that apply):

Electric, Gas, Telephone, Cable Television, Water, Garbage

Tenant's obligation to pay above named utilities shall include any and all seasonal fees, late fees, installation or connection fees and maintenance charges. Failure by Tenant to comply with the above responsibility for utilities will constitute a default in the terms of this Rental Agreement and Manager may terminate this Rental Agreement in accordance with Section 21.

2. If the Tenant fails to notify the service provider or does not assume responsibility of billing as of the effective date of the lease start or cancels the utilities prior to the date of lease termination, which results in the account being billed to the Manager, the Tenant's utilities will be paid and charged back to the Tenant as additional rent. In addition, the Tenant will be charged a fee of **\$ 40 (forty dollars)** per incident for Managers administrative expenses.

3. **Tampering with Utilities and Services:** Tenant shall not make or allow to be made any changes or alterations to, or cause or allow interference with, the mechanical, electrical, sanitary, or other service systems of the Building and/or Dwelling Unit, including, but not limited to, wiring and electrical facilities and other utility installations (e.g. Satellite dishes, phone jacks, cable service, etc.) in or servicing the Building and/or Dwelling Unit without prior written permission of Manager. Any installation, change, alteration, or interference with the mechanical, electrical, sanitary, or other services of the Building and/or Dwelling Unit shall constitute a default of the Rental Agreement.

4. **Indemnification:** Tenant agrees to indemnify and hold Manager harmless from and against any and all claims, losses, damages, costs, expenses, fines, and demands asserted against Owner due to Tenants change or alteration to, or interference with, the mechanical, electrical, sanitary, or other service systems.

6. **Utility rate change:** Tenant agrees that if any utilities are paid for by Manager and there is an increase in the utility prices during the term of this agreement, Manager has the right to increase the rent proportionately. Manager will give Tenant a thirty (30) day written notice of this increase in rent.

7. **Authorization:** Tenant gives the following companies authorization to inform the Manager, when the services are initiated, terminated or switched back into the Manager's name. Manager is further authorized to obtain information regarding the status, including amounts due and owing by tenant during and following this tenancy, as to this property only. Companies authorized are:

a. NorthWestern Energy
b. Bresnan Communications

c. Qwest Communications
d. City of Helena – Administrative Services Department

SECTION 9. PARKING

In the event that Tenant is assigned a parking area for the Premises, Tenant shall use such space exclusively for parking of Tenant's own passenger automobiles, and not for the washing, oil change or repair of vehicles. Parking space shall not be used for trucks or pickups in excess of 1 (one) ton, boats, recreational vehicles, storage, trailers, unlicensed, abandoned, or unregistered vehicles without prior permission from Manager in writing. Tenant shall not park or allow any other person to park in any other space in the parking area. Manager reserves the right to assign Tenant a different parking space or parking permit on 5 (five) days notice to Tenant. Guests and invitees shall park on adjacent streets or in designated Guest Parking areas. Violators may be towed at vehicle owner's risk and expense.

Parking is: (XX) Not Assigned () Assigned Tenant is assigned #: _____

SECTION 10. SMOKE ALARM / CARBON MONOXIDE DETECTORS

Smoke and carbon monoxide (if applicable) detectors (hereinafter referred to collectively as "detectors") have been installed in the Dwelling Unit. Upon commencement of this Rental Agreement, Manager and Tenant have verified that the detectors in the Dwelling Unit are in good working order. Tenant agrees to keep the detectors operational at all times and take no measures to render them non-operational or to diminish their effectiveness. Tenant agrees to perform the manufacturer's recommended test on detectors and to report the failure of any such test, or any other apparent malfunction of the detectors to Manager immediately upon discovery in writing. Tenant acknowledges that the detectors may be battery operated and agrees to replace the batteries, at Tenant's expense, promptly, as needed, for the duration of their stay at the Premises.

Initial(s)

SECTION 11. GOOD CONDITION RECEIPT

Tenant has examined the Premises, including but not limited to any and all furniture, furnishings, fixtures, appliances, equipment, ceilings, walls, windows, door, floors, carpeting, plumbing facilities, electrical facilities, hot and cold water supply, building grounds and appurtenances, and acknowledges that the same are in good, clean and sanitary order, condition and repair, unless noted to the contrary on Managers copy of this Rental Agreement. Tenant acknowledges that all drains are functioning in their proper manner. Tenant expressly accepts the Premises in its current condition.

1. Tenant shall return Premises to Manager in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant's personal property. Trash and debris, burns, stains, marks, holes or tears of any size or kind in the carpeting, linoleum, draperies or walls, cracked tiles and windows, clogged or slow-moving drains do not constitute reasonable wear and tear.
2. Tenant acknowledges that no representations as to the condition or repair of the Premises, or as to the Managers intentions with respect to any improvement, alteration, decoration or repair of the Premises, have been made to Tenant, unless provided by Manager in writing.
3. Tenant shall be furnished, concurrent with the signing of the Rental Agreement, a Statement of Condition. The Statement of Condition has been completed by the Manager and represents the condition of the Premises at the initiation of this Rental Agreement. Tenant is granted **one week (7 calendar days)** from the date on the Statement of Condition within which to propose any revisions to the Statement of Condition. If Tenant fails to propose any revisions within the time allowed, the Tenant accepts the Statement of Condition as an accurate representation of the condition of the Premises. If Tenant does not believe the Statement of Condition accurately represents the condition of the Premises, any proposed change to the Statement of Condition must be submitted to the Manager in writing within the time allowed. Tenant shall provide Manager reasonable access to the Dwelling Unit in order to adequately verify and document any alleged deficiency. Any deficiency in the Dwelling Unit at the commencement of tenancy claimed by Tenant is not acknowledged by Manager except signed in writing by Manager's authorized agent.

SECTION 12. LEAD-BASED PAINT DISCLOSURE

The Premises were built: _____ On or after 1978 (Continue to Section 13) X Prior to 1978

LEAD WARNING STATEMENT: Residential real property on which a residential dwelling was built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk for developing lead poisoning. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to occupancy of such property. Risk assessments for lead based paint are the responsibility of Tenant or prospective Tenant.

1. **Managers Disclosure (initial):** [_____]
 - a. Presence of a lead-based paint and/or lead-based paint hazards (check one below):
 - _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - XXX Manager has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 - b. Records and Reports available to the Manager (check one below):
 - _____ Manager has provided the Tenant with all available records and reports pertaining to lead-based paint and /or lead-based hazards in the housing (list documents below):
 - XXX Manager has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - c. Manager has informed the Owner of the Premises of the Owners obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance. Original signature of the owner is on file and available upon request.
2. **Tenant's Acknowledgment (initial):** [_____]
 - a. Tenant has received copies of all information listed above.
 - b. Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."
3. **Certification of Accuracy (initial):** [_____]

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

SECTION 13. MOLD/MILDEW DISCLOSURE

Prior to commencement of the Term of said Rental Agreement, Manager and Tenant have visually inspected the Dwelling Unit and observed no visible mold or mildew, obvious water leaks, or presence of excess moisture conducive to mold growth, unless expressly noted on the Initial Condition Report.

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

If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

ACKNOWLEDGEMENT: The undersigned Buyer/Tenant, acknowledge receipt of this Disclosure, the results (if available) and evidence of subsequent mitigation or treatment. The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, and/or Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

Initial(s) [_____]

SECTION 14. RADON GAS DISCLOSURE

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit.

SECTION 15. TENANT TO MAINTAIN DWELLING UNIT

1. The duties and obligations of the Tenant are specified in Montana Code § 70-24-321, Tenant agrees that any violation of these provisions shall be considered a default under this Rental Agreement.
2. Tenant shall notify Manager of any damage to Premises, or areas requiring maintenance (e.g. cracked tile around tub/shower area or need for caulking) and any potential hazard or danger on the Premises. If Tenant fails to report or delays in reporting a repair item, for example, a roof leak or a leaky sink drain, which can cause further damage or hazardous condition, the Tenant may be held responsible for damage to property;
3. Any work done by Manager (or person hired by Manager), caused by Tenant's failure to comply with the foregoing provisions of this Section, shall be charged to Tenant. When Tenant vacates the Dwelling Unit at the conclusion of the Term, Tenant will be charged rent for each day required by Manager to clean or repair the Premises in order to bring the Premises back to its condition at the time of renting.

SECTION 16. DUTY OF TENANT TO INFORM MANAGER OF ACTIONS BY THIRD PARTIES

If Tenant receives notice of any proceeding to recover, or otherwise affecting, the Premises occupied by Tenant or the possession thereof, Tenant must immediately inform Manager of the same and also deliver to Manager the notice, if in writing, and shall be responsible for all damages which may be sustained by reason of an omission to inform Manager of the notice or to deliver it, if in writing.

SECTION 17. ABSENCES

Tenant is required to notify Manager in writing of any anticipated absence from the Premises in excess of seven (7) days. Such written notice must be provided no later than the first day of any such absence. Manager may enter the Dwelling Unit at any time for any reasonable business purposes during Tenant's absence. Any absence of Tenant from the Premises in excess of seven (7) days without advance written notice to Manager may be deemed an abandonment of the Premises under this Agreement and applicable Montana Code.

SECTION 18. INSPECTION/ENTRY

Tenant may not unreasonably withhold consent to Manager to enter into the Dwelling Unit in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Dwelling Unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Manager shall provide Tenant with 24 hour's notice of intent to enter. If Tenant withholds consent after receiving such notice, Tenant's withholding shall be deemed unreasonable. In the event of an emergency, or if notice is impracticable, no notice is required. Notice is impracticable in the following events: (i) Tenant is out of town; (ii) Manager has attempted at least two (2) times over a two (2) hour period to reach Tenant by telephone at Tenant's home telephone number, or such other telephone number as Tenant shall provide Manager, and has been unable to speak with Tenant; or (iii) such other events as are impracticable in the good faith determination of the Manager.

SECTION 19. INSURANCE

Manager shall not insure Tenant for any personal injury or property damage and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the Premises and/or in any common areas from any and all damages.

Initial(s)

SECTION 20. COMPLIANCE WITH LAWS

Tenant shall not violate any law, or commit or permit any waste or nuisance in or about the Premises, or in any way annoy any other person residing in or within 300 (three hundred) feet of the Premises. Such actions shall be a material and irreparable violation of the lease and good cause for termination of tenancy.

SECTION 21. TERMINATION

1. **Termination for Noncompliance by Tenant.** If there is a noncompliance by Tenant with the Rental Agreement or a noncompliance with Section 15 herein affecting health and safety, Manager may deliver a written notice to Tenant as allowed by applicable Montana Code.

2. **Termination Upon Disposition by Owner.** If ownership of the Premises shall pass from the present owner, either by grant, devise or by operation of law or in any other manner, Owner or his grantees, heirs, devisees or assigns, may on 60 days notice to Tenant, given within nine months of such passing of ownership, terminate this Rental Agreement on condition that Owner, his grantees, heirs, devisees or assigns, pay to Tenant, as liquidated damages, as full settlement of any and all claims of Tenant against the owner because of termination of this Rental Agreement, an amount equal to two months' rent.

SECTION 22. ABANDONMENT

If Tenant abandons the Dwelling Unit, Manager shall make reasonable efforts to rent it at a fair rental. If Manager rents the Dwelling Unit for a term beginning before the expiration of the Rental Agreement, the Rental Agreement terminates as of the date of the tenancy. If Manager fails to use reasonable efforts to rent the Dwelling Unit at a fair rental or if Manager accepts the abandonment as a surrender, the Rental Agreement is terminated by Manager as of the date Manager has notice of the abandonment and accepts Tenant's surrender.

SECTION 23. NO ASSIGNMENT/SUBLETTING

Tenant shall not lease, sublease, rent, loan, assign, take in roommates or otherwise permit any person not listed in Section 2 to use the Premises as a home, residence, or sleeping place, without the prior written consent of Manager. If Tenant is at any time in non-compliance with the preceding sentence, Tenant shall pay additional monthly rent in an amount equal to **20% (twenty percent)** of the monthly installment of rent stated in Section 3 for each person who uses the Premises as a home, residence, or sleeping place who is not named as a tenant or in Section 2, for the entire term of this Rental Agreement. In addition, Tenant shall be in non-compliance of the Rental Agreement, subject to termination. Manager's acceptance of rent from a person other than the named Tenant shall not be a waiver of this paragraph, and shall not constitute acceptance of such person as a Tenant.

SECTION 24. TERMINATION / RENEWAL / HOLDOVER

Either party hereto may terminate this Rental Agreement at the end of the Term by giving one to the other written notice at least 30 days prior thereto. Absent such notice, this Rental Agreement shall automatically renew from month to month on the same terms and conditions as herein, and so on until terminated by either party giving to the other at least 30 days written notice prior to the expiration of the current term. If at least 30 days prior to end of the current term, Manager gives Tenant notice of changes to the Rental Agreement that would apply to the subsequent term, including but not limited to any changes in rent, those changes will be in effect and incorporated as a part of this Rental Agreement effective with the start of the subsequent term. Manager reserves the right not to renew the Rental Agreement and to establish any terms and conditions of renewal that Manager deems prudent. If Tenant remains in possession of the Dwelling Unit without Managers consent after expiration of the Term, rent for the holdover period shall be three times the periodic rent in effect at the expiration of the Term, and Manager may bring an action for possession in accordance with the applicable provisions of the Montana Code.

SECTION 25. DUTIES OF MANAGER

Manager shall comply with the duties and obligations of a landlord as specified in Montana Code § 70-24-303.

SECTION 26. TENANT RULES AND REGULATIONS

Any failure by Tenant to comply with one or more of the following rules or regulations, or any rule or regulation subsequently adopted or amended in accordance with Montana Code, shall constitute a default by Tenant hereunder:

1. Tenant shall not create, or permit his/her guests to engage in or create, any noise, sound, activity or conduct that a reasonable person would deem likely to annoy or disturb other tenants, while in the rental unit itself or the common areas and/or parking facilities. Extra care should be taken to be quiet between the hours of 9pm – 9am.
2. Tenant shall not use screws, fastening devices, large nails, or adhesive materials (including Contact-type paper), place signs, advertisements, or other exhibits, on or in any portion of the Premises without the written consent of the Manager. Decorations shall be installed in such a way as not to damage the walls, floors, and carpets. No decorations shall be installed on, or from ceilings, doors, windows, their frames, or any existing cabinetry. Window coverings shall be restricted to those provided and already existing in the unit at the time entering into this rental agreement. Under no circumstances shall aluminum or other metal foil, newspapers, tarps, cardboard or any other such items be used as a window covering.
3. Tenants shall keep drains free and clear of things that tend to cause clogging, including, but not limited to, food, hair and grease. Pouring of grease into sinks or other interior plumbing on the Premises is prohibited. Grease shall be disposed of in the trash within a proper container. Maintenance or repair work as a result of clogged

drains will be charged to the Tenant.

4. Tenant shall not do or keep anything in or about the Premises that will obstruct the common areas available to other tenants, all personal belongings must be kept wholly within the rented space and not store personal belongings outside. This includes, but is not limited to, household furniture.
5. Tenant shall not cut or use sharp objects directly on the countertops.
6. All trash must be bagged, securely closed, and placed in the trash containers. Large boxes and containers must be broken down so as to not consume too much space in the trash containers. Tenant shall pick up and dispose of litter around the Premises.
7. Tenant is responsible for maintaining their walks in the winter months.
8. Tenant is responsible for upkeep of the Premises, both exterior and interior. This responsibility includes, but is not limited to, replacement of light bulbs, furnace filters and smoke alarm/carbon monoxide batteries.
9. Proper care shall be taken when using the onsite laundry facilities including, but not limited to, the removal of lint prior to and after use. Tenant shall use the laundry facilities at their own risk and Manager and/or Owner shall not be responsible for any injury, theft or damage caused to the Tenant or their belongings resulting from said facilities. Use of the laundry facilities is a privilege that may be revoked at any time.
10. Tenant shall not use devices designed to supply heat or light to the Building or Dwelling (including, but not limited to, space heaters, lamps, candle lights and the like) unless such devices comply with all applicable building, fire and product safety standards and codes.
11. Carpets are to be professionally cleaned and deodorized after carpets have become soiled. "Professional" means use of a commercial carpet cleaning service. Tenant shall have all carpets cleaned by a professional carpet cleaner upon vacating the Dwelling Unit (when all personal belonging have been removed from the Premises) and a paid receipt from the cleaner must be presented to Manager. **Dry cleaning methods are not acceptable under any circumstances.**
12. Tenant shall abide by covenants of property and/or homeowners association related to the Premises.
13. There will be a **\$200 (two hundred dollars)** administrative charge for any addition or deletion of a Tenant from the Rental Agreement. This payment must be accompanied by the written authorization of the Manager and all current Tenants of this Rental Agreement.
14. If the property is not ready for the final move-out inspection, necessitating an additional trip to the property, Tenant agrees to pay a **\$40 (forty dollars)** service call fee.
15. If the cleaning has not been completed by the Tenant upon the final inspection date the Manager and/or Manager's agents will perform or contract a cleaning service to clean the property at a rate of **\$40 (forty dollars)** an hour which will be charged to the Tenant. This does not include carpet cleaning expenses which will be charged actual rates plus Managers time of **\$40 (forty dollars)** an hour, if applicable.
16. Any violation of this Rental Agreement which requires notification of non-compliance will be charged **\$40 (forty dollars)** for each notification sent to Tenant.
17. Any items missing from the Dwelling Unit upon the time of move-out will be charged at the following costs:
 - i. \$ 3 for every burnt out or missing light bulb
 - ii. \$ 5 for every inoperable or missing battery from smoke/carbon monoxide alarms
 - iii. Furnace filters will be replaced at cost plus installation
 - iv. Replacement costs for items missing or broken at time of move-out.
18. The services checked below are the obligation on the Tenant. Failure comply with these obligations will make Tenant financially responsible for damages to the grounds, lawns, trees and shrubbery, and subject to termination of the Rental Agreement. If Tenant retains third parties to provide any of the services, Tenant shall pay such third parties directly.

<input type="checkbox"/> Mowing	<input type="checkbox"/> Watering	<input type="checkbox"/> Snow Removal (See Handbook for details)
<input type="checkbox"/> Maintaining	<input type="checkbox"/> Flower beds	<input type="checkbox"/> Yard Cleanup <input type="checkbox"/> Other: _____
19. The thermostat(s) shall be set no lower than 55 degrees Fahrenheit during the entire term of tenancy to prevent the pipes from freezing.
20. Other: N/A

Initial(s)

SECTION 27. CREDIT REPORTING DISCLOSURE

Tenant is hereby notified that a negative credit report statement may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Rental Agreement.

SECTION 28. FAIR HOUSING

Civil rights laws of the United States and Montana prohibit housing discrimination on the basis of race, religion, sex, national origin, creed, color, handicap/disability, familial status or other protected class. All parties to this Rental Agreement shall act according to said law.

SECTION 29. MEGAN'S LAW DISCLOSURE

Pursuant to the provisions of the Montana Code § 46-23-5, certain individuals are required to register their address with the local law enforcement agencies as part of the Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information, please contact the local County Sheriffs office, the Montana Department of Justice in Helena, Montana, and/or the probation offices assigned to the area.

SECTION 30. REMEDIES NOT EXCLUSIVE

The remedies available to Manager herein shall not be deemed exclusive but in addition to the remedies provided in the Montana Residential Landlord and Tenant Act of 1977 and other applicable laws.

SECTION 31. WAIVER OF DEFAULT

Managers failure to require strict compliance with the conditions of this Rental Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default, or limit Managers rights with respect to that, or any subsequent default.

SECTION 32. ATTORNEY FEES

In the event one or both parties reasonably utilize the assistance of an attorney to enforce, defend a claim relating to, or pursue a claim relating to, this Rental Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just. This clause applies to any lawsuit, action, or proceeding, and to those attorney's fees reasonably incurred in anticipation of a formal lawsuit, action, or proceeding although never filed.

SECTION 33. CHOICE OF LAW

This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Montana. All parties to this agreement including Third Party Guarantors, if any, expressly consent to the jurisdiction of the Courts of Lewis and Clark County, State of Montana.

SECTION 34. SEVERABILITY

If a part of this Rental Agreement is invalid, all valid parts that are severable from the invalid part shall remain in effect. If part of this Rental Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

SECTION 35. NO REPRESENTATIONS

Tenant and Occupants acknowledge that neither Owner nor Manager has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Tenants and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Tenants, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, Occupant, guest and invitee is responsible for protecting his or her own person and property.

SECTION 36. ENTIRE AGREEMENT

The foregoing Rental Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Tenant represents that they have relied solely on their own judgment, experience and expertise, in entering into this Rental Agreement with Manager.

SECTION 37. ADDITIONAL PROVISIONS

N/A

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RENTAL AGREEMENT:

TENANT

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

AGENT

Sign: _____ Print: _____ Date: _____

SAMPLE