

MONTANA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD:

_____ (hereinafter referred to as "Landlord"), with a
mailing address of:

AND

TENANT(S):

_____ (hereinafter referred to as "Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (hereinafter referred to as the "Premises"):

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Lease shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20____ at 11:59 PM. Upon the expiration of this term, this Agreement shall automatically convert to a month-to-month tenancy unless either party gives written notice of termination at least thirty (30) days prior to the expiration date.

☐ **MONTH-TO-MONTH:** This Lease shall commence on the ____ day of _____, 20____ and continue on a month-to-month basis. This Agreement may be terminated by the Landlord or Tenant by giving written notice of at least thirty (30) days prior to the next rental payment due date, in accordance with Montana Code Annotated (MCA) 70-24-441.

III. RENT

The Tenant shall pay to the Landlord the sum of \$ _____ per month as Rent for the Term of the Agreement.

The Rent shall be due on the _____ day of each month (the "Due Date").

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Rent payments shall be sent to the following address:

IV. LATE CHARGES AND RETURNED CHECKS

If Rent is not paid within _____ days of the Due Date, the Tenant shall pay a late charge of \$ _____ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay to the Landlord a returned check fee of \$

_____ .

V. SECURITY DEPOSIT

Upon the execution of this Agreement, the Tenant shall pay to the Landlord a security deposit in the amount of \$ _____ (the "Security Deposit").

A. Purpose: The Security Deposit shall be held by the Landlord as security for the faithful performance by the Tenant of all terms and conditions of this Agreement.

B. Return of Deposit (MCA 70-25-202):

1. If there are no damages to the Premises, no cleaning required, and no unpaid rent or utilities, the Landlord shall return the Security Deposit to the Tenant within ten (10) days after the Tenant vacates the Premises.

2. If there are deductions for damages, cleaning, or unpaid rent, the Landlord shall provide the Tenant with a written list of the damages and cleaning charges and return the balance of the Security Deposit, if any, within thirty (30) days after the Tenant vacates the Premises.

C. Deductions: The Landlord may deduct from the Security Deposit specifically for:

1. Damages to the Premises caused by the Tenant, guests, or licensees, excluding ordinary wear and tear.
2. Unpaid rent, late charges, and utilities.
3. Cleaning expenses required to restore the Premises to its condition at the commencement of the tenancy.

VI. MOVE-IN INSPECTION AND CONDITION OF PREMISES

Pursuant to MCA 70-25-206, the Landlord shall furnish the Tenant with a separate written statement of the present condition of the Premises. The Tenant has the right to inspect the Premises to verify the validity of the statement.

The Tenant acknowledges that they have inspected the Premises and accepts them in "AS IS" condition, except for the following existing defects:

VII. USE OF PREMISES

The Premises shall be used and occupied by the Tenant(s) and the following minor children/occupants exclusively as a private single-family residence:

No part of the Premises shall be used at any time during the term of this Agreement by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

VIII. UTILITIES AND SERVICES

The parties agree that utilities and services shall be the responsibility of the following parties:

- ☐ Landlord ☐ Tenant - Electricity
- ☐ Landlord ☐ Tenant - Gas/Heating
- ☐ Landlord ☐ Tenant - Water
- ☐ Landlord ☐ Tenant - Sewer
- ☐ Landlord ☐ Tenant - Trash Removal
- ☐ Landlord ☐ Tenant - Cable/Internet
- ☐ Landlord ☐ Tenant - Snow Removal
- ☐ Landlord ☐ Tenant - Lawn Care

IX. PETS

☐ **NO PETS ALLOWED:** No animals, birds, or other pets shall be kept on the Premises, even temporarily, except for properly trained service animals as required by law.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

Pet Fee/Deposit: \$ _____ (☐ Non-Refundable ☐
Refundable)

X. MAINTENANCE AND REPAIR

A. Landlord's Obligations (MCA 70-24-303): The Landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
2. Make repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition.
3. Keep all common areas of the Premises in a clean and safe condition.
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

B. Tenant's Obligations (MCA 70-24-321): The Tenant shall:

1. Keep the part of the Premises that the Tenant occupies and uses as clean and safe as the condition of the Premises permits.
2. Dispose of all ashes, garbage, rubbish, and other waste in a clean and safe manner.
3. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.
4. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

5. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or permit any person to do so.

XI. RIGHT OF ENTRY

Pursuant to MCA 70-24-312, the Landlord may enter the Premises 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.

Except in the case of an emergency or unless it is impracticable to do so, the Landlord shall give the Tenant at least twenty-four (24) hours' notice of the intent to enter and may enter only at reasonable times.

XII. REQUIRED MONTANA DISCLOSURES

A. MOLD DISCLOSURE (MCA 70-16-703):

The Landlord provides the following disclosure regarding mold:

"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 concerning the presence of mold can only be available through a physical inspection and sampling by a qualified professional. Landlord is not a qualified inspector and cannot verify that the property is free of mold or present risk to inhabitants. Tenant acknowledges that the Landlord has provided this disclosure and Tenant hereby waives any decision to hold the Landlord liable for any mold-related damages."

B. LEAD-BASED PAINT DISCLOSURE:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

Check one:

- ☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with a Lead-Based Paint Disclosure and the EPA pamphlet "Protect Your Family from Lead in Your Home."
- ☐ The Premises was built in 1978 or later.

C. METHAMPHETAMINE DISCLOSURE (MCA 75-10-1305):

The Landlord certifies that to the best of their knowledge:

- ☐ The Premises has NOT been used as a clandestine methamphetamine drug lab.
- ☐ The Premises HAS been used as a clandestine methamphetamine drug lab and has been remediated in accordance with Montana Department of Environmental Quality standards.

D. AUTHORIZED MANAGER (MCA 70-24-301):

The following person is authorized to manage the Premises and authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands:

Name: _____

Address:

XIII. DEFAULT AND TERMINATION

A. Failure to Pay Rent: If Rent is unpaid when due and the Tenant fails to pay Rent within three (3) days after written notice by the Landlord of nonpayment and the Landlord's intention to terminate the Agreement, the Landlord may terminate the Agreement (MCA 70-24-422).

B. Noncompliance: If there is a noncompliance by the Tenant with the Agreement or with MCA 70-24-321 affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice. If the breach is remediable by repairs, the payment of damages, or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, the Agreement shall not terminate.

XIV. GOVERNING LAW

This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Montana.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

XVI. ADDITIONAL TERMS AND CONDITIONS

Additional provisions:

XVII. SIGNATURES

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement as of the day and year first above written.

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Second Tenant, if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XVIII. NOTARY ACKNOWLEDGMENT

State of Montana

County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public,

personally appeared _____ (Landlord) and
_____ (Tenant(s)), known to me (or proved to me on the
oath of _____ or through satisfactory evidence of
identification) to be the persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day
and year first above written.

Signature of Notary Public: _____

Printed Name of Notary: _____

Residing at: _____

My Commission Expires: _____ day of _____, 20____

(Seal)