

MONTANA RESIDENTIAL LEASE AGREEMENT (12-MONTH TERM)

(TEMPLATE)

This is a legally binding contract . If not fully understood , seek competent legal advice before signing .

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MONTANA RESIDENTIAL LEASE AGREEMENT

This Montana Residential Lease Agreement (the "Lease") is made effective as of _____ (the "Effective Date"), by and between the parties identified below .

1. PARTIES

Landlord : _____ ("Landlord "). Tenant (s): _____
(collectively , _____ "Tenant "). Landlord _____ mailing _____ address : _____
_____ Landlord phone /email _____
(optional) : _____ Landlord's authorized agent/property manager (if any): _____
_____ Tenant current address (if different): _____
_____ Tenant phone /email (optional) : _____

2. PREMISES

Landlord leases to Tenant the residential dwelling located at: _____ , Montana
(the "Premises"), Unit No. _____ , together with the following , if any: parking space(s) _____ , storage unit (s) _____ , and common areas made available under applicable rules and policies . Legal description (optional) : _____ .

3. TERM ; RENEWAL ; HOLDOVER

3.1 Lease Term (12 Months) . The Lease term begins on _____ and ends on _____ (the "Term ") , unless earlier terminated in accordance with this Lease or applicable Montana law .

3.2 Renewal . Renewal is not automatic unless the parties sign a written renewal or written extension . Any renewal or extension must be in writing , signed by Landlord and Tenant , unless otherwise permitted by applicable law .

3.3 Holdover . If Tenant remains in possession after the Term ends and Landlord accepts rent , the tenancy will become (check one): _____ month -to-month _____ other : _____ , to the extent permitted by Montana law , and subject to any revised rent or terms delivered by Landlord with lawful notice . Holdover without Landlord's consent is a material breach , subject to Montana law .

4. RENT ; PAYMENT TERMS ; FEES

4.1 Monthly Rent . Tenant will pay rent of \$ _____ per month , due on the _____ day of each month , payable to : _____ , at : _____ , or via : _____ .

4.2 Prorated Rent . If the Term begins on a day other than the first of the month , prorated rent of \$ _____ is due on _____ .

4.3 Returned /Rejected Payments . Tenant will pay a returned /rejected payment fee of \$ _____ per occurrence (or the maximum allowed by applicable law , if less) , plus any additional amounts charged to Landlord by the financial institution (if permitted by law) .

4.4 Late Fee. If rent is not received by _____ (time) on the _____ day of the month, a late fee of \$ _____ will be assessed (plus \$ _____ per day thereafter, if applicable). The parties agree any late fee is intended to be reasonable, to compensate Landlord for administrative costs and inconvenience caused by late payment, and not as a penalty, and will be charged only to the extent permitted by applicable Montana law.

5. SECURITY DEPOSIT (MONTANA COMPLIANCE)

5.1 Deposit Amount. Upon signing (or before move-in), Tenant will pay a security deposit of \$ _____ (the "Deposit").

5.2 Use of Deposit. The Deposit may be applied, to the extent permitted by Montana law and this Lease, to: unpaid rent; unpaid utilities or services that Tenant is responsible to pay under this Lease; damages beyond ordinary wear and tear; costs of cleaning required to return the Premises to the condition at move-in (ordinary wear and tear excepted); costs to remove or store abandoned property (if permitted by law); and other lawful charges allowed by Montana law and this Lease.

5.3 Return ; Itemized Statement ; Timing. Within the time required by Montana law after Tenant vacates, returns keys, and delivers possession, Landlord will mail or deliver to Tenant (at Tenant's forwarding address, or if none is provided, at Tenant's last known address) (i) any remaining Deposit, and (ii) an itemized written statement of lawful deductions. Tenant should provide a forwarding address in writing.

6. UTILITIES; SERVICES; SHARED METER / ALLOCATION DISCLOSURE

Tenant is responsible for payment of (check all that apply):

electric
gas
water
sewer
trash
internet /cable
snow removal
lawn care
other : _____

Landlord is responsible for (check all that apply):

electric
gas
water
sewer
trash
snow removal
lawn care
other : _____

If any utility or service is shared, not separately metered, billed to Landlord and allocated to Tenant, or otherwise not individually billed to the Premises, the allocation method and disclosure is: _____ (attach additional disclosure/addendum if required). Tenant will not be charged more than Tenant's proportionate share of the actual cost billed to Landlord for the applicable utility/service, except to the extent otherwise permitted by applicable Montana law. Any service interruptions beyond Landlord's control will not constitute a breach, provided Landlord uses reasonable efforts to restore services when responsible.

7. OCCUPANCY; USE; RULES; PETS; MAINTENANCE; ACCESS; INSURANCE; DEFAULT; NOTICES

The following terms apply throughout the Term and any renewal, extension, or holdover (to the extent permitted by Montana law):

7.1 Occupancy; Authorized Residents. Only the following persons may reside at the Premises as occupants ("Authorized Residents"):

- (i) the Tenant (s) signing this Lease; and
- (ii) the following additional occupants, if any:

No other person may reside at the Premises without Landlord's prior written consent, which may be granted or withheld in Landlord's reasonable discretion consistent with applicable law (including fair housing laws). Tenant will promptly notify Landlord of any change in occupancy.

7.2 Guests; Guest Limits; Unauthorized Occupants. Guests are permitted for short visits only and must comply with this Lease and all rules. Tenant is responsible for the conduct of guests and any damage or violations caused by guests. No guest may stay at the Premises for more than _____ consecutive days or more than _____ total days in any twelve (12) month period without Landlord's prior written consent. An unauthorized long-term guest or occupant is a material Lease violation and may be treated as an unauthorized occupant under Montana law.

7.3 Use; Conduct; Illegal Activity; Nuisance. The Premises will be used and occupied only as a private residence. Tenant will not:

- (i) use the Premises for unlawful purposes;
- (ii) engage in, permit, or facilitate criminal activity on or near the Premises;
- (iii) disturb neighbors or create a nuisance, excessive noise, or unsafe or unsanitary conditions;
- (iv) damage, misuse, or waste the Premises; or
- (v) violate any applicable federal, state, or local laws/ordinances or applicable community rules.

7.4 Smoking / Vaping Policy. Smoking, vaping, and burning of any substance at the Premises is (check one):
prohibited anywhere in the dwelling unit and common areas permitted only in the following areas: _____
Tenant is responsible for smoke-related cleaning/deodorizing and damage beyond ordinary wear and tear, to the extent permitted by Montana law.

7.5 Rules; Policies; HOA/Condo (If Applicable). Tenant will comply with Landlord's reasonable written rules/policies and any applicable homeowners'/condominium association rules provided to Tenant (as amended from time to time upon reasonable notice), provided such rules do not materially conflict with this Lease or applicable law. If fines/charges are assessed against Landlord due to Tenant's violation of applicable rules, Tenant will reimburse Landlord upon demand as additional rent, to the extent permitted by law.

7.6 Assignment; Subletting; Short-Term Rentals. Tenant will not assign this Lease, sublet any portion of the Premises, advertise or offer the Premises for rent, or grant any license or concession to use the Premises (including, without limitation, Airbnb/VRBO or other short-term rental arrangements) without Landlord's prior written consent. Any attempted assignment or sublease without consent is void and constitutes a material breach. If Landlord consents, Tenant remains liable for all obligations under this Lease unless Landlord expressly releases Tenant in writing.

7.7 Pets; Animals; Assistance Animals.

(i) **No Pets Unless Authorized in Writing.** No animals, reptiles, birds, fish, or pets of any kind will be kept at the Premises or in common areas without Landlord's prior written consent, except as required by applicable law for Assistance Animals (defined below).

(ii) **Authorized Pets (if approved).** If Landlord approves a pet in writing, the approval may be conditioned on compliance with pet rules and payment of the following (if any): non-refundable pet fee \$ _____; additional security deposit (refundable) \$ _____; and/or monthly pet rent \$ _____.
Approved pet(s): _____ Limits (type/breed/weight/number): _____

(iii) **Pet Rules.** Tenant will ensure any approved animal: is properly licensed and vaccinated as required by law; does not create noise, nuisance, odor, unsanitary conditions, or safety issues; is not left unattended in a manner that disturbs others; is kept on a leash in common areas; and waste is promptly removed and disposed of properly. Landlord may revoke pet permission for repeated violations after written notice and a reasonable opportunity to cure, except as prohibited by law.

(iv) **Damage ; Cleaning ; Indemnity** . Tenant is responsible for all damage, cleaning, deodorizing , fumigation , parasite treatment , and/or replacement costs caused by any animal (including shedding , scratches, stains, urine /feces, flea/tick treatment), whether or not the animal was authorized , and such amounts may be deducted from the Deposit to the extent permitted by law. Tenant will indemnify Landlord for claims, losses, and liabilities arising from any animal kept or brought onto the Premises, except to the extent caused by Landlord's negligence or willful misconduct .

(v) **Assistance Animals ; Reasonable Accommodation** . Nothing in this Lease prohibits a reasonable accommodation for a service animal or other assistance animal required by applicable law ("Assistance Animal"). Landlord may request information permitted by law to evaluate an accommodation request when the disability and/or disability -related need is not readily apparent . Landlord will not charge pet rent, pet fees, or a pet deposit for an Assistance Animal, but Tenant remains responsible for damage or cleaning caused by the Assistance Animal beyond ordinary wear and tear, to the extent permitted by law.

7.8 Maintenance ; Repairs ; Habitability .

(i) **Tenant Duties** . Tenant will keep the Premises clean, sanitary , and safe; promptly dispose of trash ; use all appliances , fixtures , plumbing , electrical , heating and cooling systems in a reasonable manner ; and promptly notify Landlord of needed repairs , water leaks, mold , pest infestation , lack of heat/hot water (if provided), or unsafe conditions . Tenant will be responsible for damage caused by Tenant , occupants , guests, or animals beyond ordinary wear and tear, including damage due to failure to timely report a problem .

(ii) **Landlord Duties** . Landlord will deliver the Premises in a safe and habitable condition and will make repairs required by applicable Montana law, subject to Tenant's obligations and any lawful limitations in this Lease.

(iii) **Alterations ; Improvements** . Tenant will not paint , wallpaper , install fixtures , mount televisions , install shelving , change locks, make alterations , or perform repairs (including satellite dishes, alarm systems, smart locks/doorbells , or other devices) without Landlord's prior written consent . Any approved improvements become Landlord's property unless otherwise agreed in writing .

(iv) **Appliances** . Appliances provided (if any) are for Tenant's convenience and will be used only for their intended purpose . Tenant will be responsible for service calls caused by misuse, negligence, or failure to follow operating instructions .

(v) **Damage/Destruction** . If the Premises is damaged by fire, casualty, or other event not caused by Tenant such that the Premises is substantially impaired , rent will be adjusted or the Lease may be terminated as provided by applicable Montana law; Tenant will promptly notify Landlord of such event.

7.9 Locks; Keys; Security Devices. Tenant will not change or rekey locks or install additional locks/security devices without Landlord's prior written consent and providing Landlord with keys/codes. Tenant will be charged for lost keys or required lock changes.

7.10 Landlord Entry ; Access; Notice . Landlord (and Landlord's agents/contractors) may enter the Premises to inspect, make repairs, supply necessary or agreed services, show the Premises to prospective purchasers /tenants , or in connection with an emergency . Except in an emergency or where impracticable , Landlord will provide notice and enter at reasonable times as required by applicable Montana law. Tenant will not unreasonably withhold consent to lawful entry for repairs or showings . If Tenant abandons the Premises or in an emergency , Landlord may enter without prior notice as permitted by law.

7.11 Renter's Insurance ; Risk of Loss . Landlord's insurance does not cover Tenant's personal property . Tenant is strongly advised to obtain renter's insurance covering personal property , liability , and additional living expenses. Renter's insurance is (check one): recommended only required . If required , Tenant will maintain renter's insurance with minimum liability coverage of \$ _____ per occurrence and provide proof upon request . Tenant bears risk of loss for Tenant's personal property , except to the extent caused by Landlord's negligence or willful misconduct .

7.12 Default ; Remedies ; Statutory Notices ; Attorney's Fees and Costs.

(i) **Tenant Default** . Any failure to pay rent when due or any material breach of this Lease is a default .

(ii) **Remedies ; Notice** . If Tenant defaults , Landlord may exercise all rights and remedies available under this Lease and Montana law, including serving any required statutory notice (s) (including notice periods applicable to nonpayment , lease violations , or other defaults) and seeking recovery of possession through lawful court proceedings . Statutory notice period (s) (if a blank is used by the parties for internal tracking only ; do not insert unless consistent with law): .

(iii) **Additional Rent ; Collections** . All sums due under this Lease (including fees, utilities owed to Landlord , reimbursements , and damage charges) are deemed additional rent to the extent permitted by Montana law and may be collected as such.

(iv) **Attorney's Fees and Costs** . To the extent permitted by applicable law, the prevailing party in an action arising out of this Lease is entitled to recover reasonable attorney's fees, court costs, and other allowable expenses .

7.13 Surrender ; Move-Out ; Forwarding Address; Abandoned Property . Upon move-out, Tenant will :

- (i) vacate and remove all persons and personal property ;
- (ii) return all keys, remotes , and access devices;
- (iii) leave the Premises broom -clean and in substantially the same condition as at move-in, ordinary wear and tear excepted ;
- (iv) repair damage caused by Tenant , occupants , guests, or animals beyond ordinary wear and tear ; and
- (v) provide a written forwarding address for Deposit return and notices .

Property left behind may be treated as abandoned and handled as permitted by Montana law; Tenant may be charged for removal , storage , and disposal to the extent permitted by law.

7.14 Notices . All notices under this Lease will be in writing and delivered by personal delivery , first-class mail, certified mail/return receipt requested , a nationally recognized overnight carrier , or any other method permitted by Montana law, to the mailing addresses stated in Section 1 (or to any updated address designated by written notice) . Email/text may be used for routine communications but does not constitute formal notice unless the parties expressly agree in writing . Time periods are calculated in accordance with applicable law.

8 . MONTANA DISCLOSURES; ADDENDA; LOCAL REQUIREMENTS

8.1 Lead-Based Paint Disclosure (Federal) . If the Premises was built before 1978, the parties must complete and sign a Lead-Based Paint Disclosure and required EPA pamphlet acknowledgment , which will be attached and incorporated .

8.2 Smoke/Carbon Monoxide Alarms . Tenant acknowledges receipt of any required smoke and (if applicable) carbon monoxide alarm information /acknowledgment forms , attached and incorporated .

8.3 Move-In Condition Checklist . If used, the Move-In Condition Checklist signed by the parties will be attached and incorporated for purposes of documenting the condition of the Premises at move-in.

8.4 Utility Allocation / Shared Metering Disclosure (If Applicable) . Any additional disclosures required by applicable federal , Montana , or local law regarding utilities , shared metering , RUBS or allocation /billing will be provided to Tenant and, if in writing , attached and incorporated .

8.5 Additional Addenda (Check all that apply) .

Pet Addendum

Rules/Policies Addendum

HOA/Condo Addendum

Move-In/Move-Out Checklist

Mold /Water Intrusion Addendum (optional)

Other : . Nothing in this Lease waives any disclosure obligation or Tenant right under applicable law.

SIGNATURES

TENANT(S):

TENANT SIGNATURE 1

TENANT SIGNATURE:

TENANT PRINTED NAME 1

PRINTED NAME:

TENANT DATE 1

Date:

TENANT SIGNATURE 2

TENANT SIGNATURE:

TENANT PRINTED NAME 2

PRINTED NAME:

TENANT DATE 2

Date:

LANDLORD (OR LANDLORD'S AUTHORIZED AGENT/PROPERTYMANAGER):

LANDLORD SIGNATURE

BY (SIGNATURE):

LANDLORD PRINTED NAME

PRINTED NAME:

Title:

LANDLORD DATE

Date:

OPTIONAL WITNESS

WITNESS SIGNATURE

WITNESS SIGNATURE:

WITNESS PRINTED NAME

PRINTED NAME:

WITNESS DATE

Date:

OPTIONAL NOTARY ACKNOWLEDGMENT: (STATE OF MONTANA)

County of

Before me, the undersigned Notary Public, personally appeared , who acknowledged
executing the foregoing Lease on this day of , 20

NOTARY SIGNATURE

NOTARY PUBLIC SIGNATURE:

NOTARY PRINTED NAME

PRINTED NAME:

Commission Expiration :