

PROPERTY DISCLOSURE STATEMENT

1 Date: _____
2

3 Property: _____

4 Seller(s): _____

5 Seller Agent: _____
6

7 Regarding adverse material facts, Montana law requires that a seller's agent is obligated to:

- 8
- 9 • disclose to the buyer or the buyer's agent any adverse material facts related to the property that are
- 10 seller's agent is aware of the information, but is not obligated to inspect the property or confirm any details
- 11 statements made by the seller; and
- 12 • The seller's agent isn't required to disclose info when they have no personal knowledge of its truthfulness
- 13 Information about significant negative factors related to the property.
- 14

15 The Seller Agent listed above is providing the attached Owner's Property Disclosure Statement, which has been
16 completed and signed by the Seller(s) as mandated by Montana law. Regardless of what the Seller(s) has/have
17 provided to the Seller Agent as outlined in the Owner's Property Disclosure Statement, **except as noted below**, the
18 Seller Agent has no firsthand knowledge:

- 19 (i) about adverse material facts that concern the Property or
- 20 (ii) about the truth (accuracy) of any information concerning significant negative factors related to
- 21 the Property
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29 Information regarding significant negative factors related to the Property that are known to the Seller Agent, if any,
30 is outlined above. However, the Seller Agent is not obligated to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) are therefore encouraged to seek professional advice, inspections, or both of the Property
32 and to include appropriate legal provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) regarding
33 any advice, inspections or defects.

34
35 Seller Agent Signature: _____
36

37 Dated: _____
38

39 The Buyer and Buyer's Agent confirm receipt of this Property Disclosure Statement.

40
41 Buyer Agent: _____
42

43 Buyer Agent Signature: _____
44

45 Dated: _____
46

47 Buyer Signature: _____
48

49 Dated: _____

OWNER'S PROPERTY DISCLOSURE STATEMENT

1 Date: _____
2

3 The undersigned Owner is the rightful owner of the real property situated at _____
4 _____, in the City of _____,
5 County of _____, Montana, which real property is legally described as:
6 _____
7 _____
8 _____
9 _____

10 (hereafter the "Property"). The Owner signs this Disclosure Statement to inform potential buyers of any negative aspects
11 key facts about the Property are disclosed by the Owner. Montana law defines an adverse material fact as a condition or,
12 or problem that would have a significant and potentially adverse effect on the value of real property, that affects the
13 structural integrity of any improvements located on the real property, or that presents a documented health risk to
14 residents of the property or could jeopardize the health or safety of future residents of the property.

15 OWNER'S DISCLOSURE

- 16
17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since _____ (date).
20

21 Under Montana law, the Owner is legally required to disclose any material facts that are unfavorable or adverse
22 material facts that directly relate to the Property and are actually known to the Owner. The Owner is not required to
23 examine the property while compiling this statement. Aside from residing in and/or possessing the property, the owner
24 the property owner has no more knowledge than what the buyer could discover through a thorough inspection.
25

26 **This disclosure statement isn't a guarantee of any kind by the owner, seller agent, or any other authorized party**
27 **a representative of the owner involved in selling the property, and it isn't a contract between the owner**
28 **and buyer. This statement doesn't replace any inspections the buyer may want to obtain.**

29 The buyer is strongly encouraged to hire independent inspectors to assist with thorough due diligence before proceeding
30 finalizing the purchase of the property.
31

32 This disclosure statement must be given no later than at the same time as the formal execution of a real estate contract
33 purchase contract. Unless the buyer and owner have agreed in writing before, any contract for buying the property
34 the property contract isn't valid until three days after the buyer gets this disclosure statement, and during that time
35 the buyer may cancel any purchase contract for the property without penalty.
36

37 The owner states they have carefully created this detailed disclosure statement and its relevant attachments based on
38 any adverse facts known to the owner. The owner grants permission to share a copy of this statement with any
39 any individual or organization involved in the current or expected sale of the Property. Owner further agrees to indemnify
40 and indemnify all real estate agents engaged, either directly or indirectly, in the buying and selling of the Property,
41 and protect them from claims for damages arising from the disclosures in this Disclosure Statement, as well as the
42 failure of the Owner to reveal any negative material facts known to them.
43

44 This Disclosure Statement is seen as a disclosure by the Owner alone, not the Seller Agent or any other authorized party
45 representative of the Seller. The Seller is not liable for any misstatements or errors in this Disclosure Statement
46 that are derived from details the Seller received from a trustworthy external source, such as a local regulatory body.

Buyer's or Lessee's Initials

Owner's Initials

47 Kindly outline any significant negative facts related to the listed items, or other elements, fixtures, or issues.
 48
 49 1. APPLIANCES: (Refrigerators, Microwave, Stove, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
 50 Freezer, Washer, Dryer)
 51 _____
 52 _____
 53
 54 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Purifiers, Exhaust Fans, Central Vacuum
 55 System and components, Water Heater, Washer/Dryer Connections, Ceiling Fans, Intercoms, Remotes, Television,
 56 Antenna, Satellite Dish, Central Sound Systems, Wiring for Phone, Cable, and Internet, Security Alarms, Fire
 57 Alarms, Smoke Detectors, Garage Door Openers, Security Gates)
 58 _____
 59 _____
 60
 61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Faults, Modifications,
 62 Overloads, or any known details regarding utility connections)
 63 _____
 64 _____
 65
 66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps, and Toilets)
 67 a. Faucets, fixtures, etc.
 68 _____
 69 _____
 70
 71 b. Private Septic Systems (Compliance with Health Codes, Clogging, Backups, Drain Field, Septic Tanks, Holding
 72 Tanks, and Cesspools)
 73 _____
 74 _____
 75
 76 c. Septic System permit in compliance with current Property use
 77 _____
 78 _____
 79
 80 Date Septic System was last pumped?
 81 _____
 82 _____
 83
 84 d. Public Sewer Systems (Clogs and Backups)
 85 _____
 86 _____
 87
 88 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 89 Conditioning systems, including compressors, heat pumps, electric heaters, solar systems, and gas leaks,
 90 Thermostats, wall/window AC evaporators, humidifiers, and propane tanks) _____
 91 _____
 92 _____
 93
 94 6. ADDITIONAL HEAT SOURCES: (Gas, pellet, wood stoves or fireplaces), and adherence to air quality regulations,
 95 Chimney cleanliness, chimney fires, and compliance with installation codes)
 96 _____
 97 _____
 98
 99 7. INSULATION: (Walls, ceiling, utility costs, vapor barriers, and insulation containing formaldehyde or asbestos)
 100 _____
 101 _____

_____/_____
 Buyer's or Lessee's Initials

_____/_____
 Owner's Initials

- 102 8. OTHER BASIC COMPONENTS: (Interior walls, ceilings, floors, exterior walls, windows, doors, and window frames
 103 Screens, slabs, driveways, sidewalks, fences, and gates)
 104 _____
 105 _____
 106
- 107 9. BASEMENT: (Water leakage, flooding, dampness, signs of water infiltration, and fuel storage tanks)
 108 _____
 109 _____
 110
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 112 _____
 113 _____
 114
- 115 11. ROOF: (Downspouts, water leakage, damage, ice accumulation, and overall structural integrity)
 116 _____
 117 _____
 118
- 119 12. WATER: (Well output, water quality and volume, water entitlements, and inactive wells)
 120 _____
 121 _____
 122
- 123 a. Private well
 124 _____
 125 _____
 126
- 127 b. Public or community water systems
 128 _____
 129 _____
 130
- 131 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 132 Sauna, patio or decking, built-in grill, gazebo, fountains, water features, and underground irrigation systems
 133 and controls, partially landscaped or undeveloped yard, garage, workshop, barn, and carport)
 134 _____
 135 _____
 136
- 137 14. NUISANCES/HAZARDOUS MATERIALS: Waste disposal, garbage dump, landfill, gravel pit, or commercial usage
 138 nearby the property, whether existing or planned, that could generate smoke, odors, noise, or other disturbances,
 139 Discomfort or contamination, dangerous substances, or pest issues present on the property or in the surrounding
 140 area:
 141 _____
 142 _____
 143
- 144 15. ALTERATIONS: (Whether any significant additions or changes have been made to the property without a
 145 required permit) _____
 146 _____
 147
- 148 16. ACCESS/OWNERSHIP: (If the property is not located on a public street, note any driveway agreements or access
 149 Easements and legal disputes regarding access; issues affecting legal ownership or title to the property or
 150 the Seller's ability to transfer the Property):
 151 _____
 152 _____
 153 _____

_____/_____
 Buyer's or Lessee's Initials

_____/_____
 Owner's Initials

154 17. SOILS: If there are issues with settling, soil conditions, standing water, or drainage on the Property or within the
155 immediate area:
156 _____
157 _____
158

159 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
160 _____
161 _____
162

163 19. METHAMPHETAMINE: If the Property is habitable real estate, the Owner affirms to the best of their knowledge
164 knowledge that the Property **has** **has not** been used previously as an illicit Methamphetamine lab and
165 **has** **has not** been contaminated by smoke from the use of Methamphetamine. If the Property has been used as
166 a clandestine Methamphetamine drug lab or contaminated by smoke from the use of Methamphetamine, Owner
167 agrees to sign the My State MLS "Methamphetamine Disclosure Notice" and provide any necessary documents or
168 other information required by Montana law regarding the use of the Property as a clandestine Methamphetamine drug
169 lab or contamination from smoke due to Methamphetamine use or production.
170

171 20. RADON: If the Property is inhabitable real property, as clearly defined in the Montana Radon Control Act, The
172 Owner represents that, to the best of Owner's knowledge, Property **has** **has not** been tested for radon gas
173 and/or radon decay, and the property **has** **has not** received mitigation or treatment for the same. If the
174 property has undergone testing for radon gas and/or radon progeny, with the test results and any evidence of
175 mitigation or treatment attached.
176

177 21. LEAD-BASED PAINT: If a residential dwelling on the property was constructed prior to the year 1978, Owner
178 **has** **has no** Knowledge of lead-based paint and/or lead-based paint hazards on the property. If the owner has
179 knowledge of lead-based paint and/or lead-based paint hazards on the property, attached are all relevant reports
180 and records regarding that knowledge.
181

182 22. MOLD: If the property is inhabitable real property as defined under the Montana Mold Disclosure Act, The Owner
183 affirms, to the best of their knowledge, that the Property **has** **has not** been tested for mold and that the
184 Property **has** **has not** received mitigation or treatment for mold. If the Property has been tested for mold
185 or received mitigation or treatment for mold, attached are any documents or information required under Montana
186 law regarding such testing, treatment, or mitigation.
187

188 23. OTHER TESTING OR TREATMENTS: Has the Property undergone testing or treatment for fuel or chemical
189 storage tanks, asbestos, or contaminated soil or water:
190 _____
191 _____
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193
194 **If any of the following items or conditions apply to the Property, please check the box and provide**
195 **details below.**

- 196 1. Asbestos.
197 2. Noxious weeds.
198 3. Pests, rodents.
199 4. Destructive insects like termites, pine beetles, or carpenter ants. (If the Property has been tested or
200 treated, attach documentation.)
201 5. Shared walls, fences, and driveways that may impact the Property.
202 6. Matters such as encroachments or other issues that could impact your rights or interest in the Property.
203 7. Room additions, structural changes, or other alterations or repairs made without required permits or
204 HOA and architectural committee approval.
205 8. Room additions, structural changes, or other alterations or repairs not adhering to building codes
206 codes.
207 9. Health department or other governmental licensing, regulations, compliance, or issues.

Buyer's or Lessee's Initials

Owner's Initials

- 208 10. Landfill (compacted or not) on the Property or any part thereof.
- 209 11. Location in the floodplain, shoreline management plan, wetland, or other environmentally sensitive area
- 210 conducted by Seller in or near any natural bodies of water.
- 211 12. Settling, slippage, sliding or other soil problems.
- 212 13. Flooding, draining, grading problems, or French drains.
- 213 14. Significant damage to the Property or any structures from fire, earthquakes, floods, landslides, etc.
- 214 15. Waste dumping, disposal, landfill, or commercial use in close proximity to the Property that causes smoke,
- 215 smell, noise or other pollution.
- 216 16. Hazardous or Environmental Waste: Underground storage tanks, sump pits, or similar facilities.
- 217 17. Neighborhood noise problems or other nuisances.
- 218 18. Violations of deed restrictions, restrictive covenants, or other similar obligations.
- 219 19. Zoning or Historic District violations, non-conforming uses, setback requirement violations, etc.
- 220 20. Zoning, Historic District, or land use changes planned or under consideration by the city or county.
- 221 21. There are upcoming street or utility enhancements that could impact the property or result in assessments.
- 222 22. Property Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 223 23. Planned rise in the tax assessment value or HOA dues for the property.
- 224 24. "Common area" problems.
- 225 25. Tenant problems, defaults or other tenant issues.
- 226 26. Notices of violations or citations issued for the property.
- 227 27. Legal actions or proceedings (including foreclosures and bankruptcies) impacting or threatening the property
- 228 Property.
- 229 28. Airport affected area.
- 230 29. Pet damage
- 231 30. Property leases, including short-term rental agreements after closing, crop share contracts, mineral leases
- 232 or reservations.
- 233 31. Other matters outlined below, including environmental issues, structural system concerns, mechanical
- 234 issues related to legal, physical, or other matters not mentioned, of which the Seller has knowledge
- 235 concerning the Property.
- 236

237 Additional details:

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_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

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292 The Owner certifies that the information provided is true, correct, and complete to the best of their knowledge
293 and belief as of the date signed by Owner.

294
295 Owner _____ Date _____

296
297 Owner _____ Date _____

_____/_____
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: _____

The Buyer(s) understand that the above disclosure statement outlines any material adverse facts regarding the Property that are known to the Owner. **The disclosure statement does not make any representations or warranties concerning the Property, nor does the omission of any material adverse fact imply anything material fact concerning a particular feature, fixture, or element does not imply that it is free of defects.**

Buyer acknowledges that the Owner is not required to investigate the Property when preparing this Disclosure Owner, aside from having resided at and/or owned the Property, does not possess any additional knowledge beyond that what could be discovered through the Buyer's thorough inspection.

The Buyer(s) is/are advised to seek professional guidance, inspections, or both for the Property and to arrange for necessary terms in an agreement between the buyer(s) and owner(s) regarding any advice, inspections, or defects. **The Buyer(s) are not depending on this property disclosure statement for their decision regarding the overall state of the Property instead of other inspections, reports, or advice.**

I/WE CONFIRM RECEIPT OF A COPY OF THIS STATEMENT.

Buyer's/Lessee's Signature Date

Buyer's/Lessee's Signature Date

NOTE: Unless explicitly stated otherwise, the term 'days' refers to calendar days, not business days. Business days are considered to be all days except Sundays and Montana or federal holidays.