

PROPERTY DISCLOSURE STATEMENT (LAND)

1 Date: _____

2
3 Property: _____

4 Seller(s): _____

5 Seller Agent: _____

6
7 Regarding significant adverse facts, Montana law mandates that a seller's agent is required to:

- 8
- 9 • Inform the buyer or the buyer's agent of any significant adverse facts related to the property that are
10 Known by the seller's agent, though the agent is not obligated to inspect the property or confirm any
11 claims made by the seller; and
 - 12 • inform the buyer or the buyer's agent when the seller's agent lacks personal knowledge regarding the accuracy of
13 details about significant adverse facts related to the property.
- 14

15 The above-listed Seller's Agent is supplying the enclosed Owner's Property Disclosure Statement, which has been
16 filled out and signed by the Seller(s), provided it has been made available to the Seller's Agent by the Seller(s).
17 whether or not the Seller(s) has supplied the Seller's Agent with an Owner's Property Disclosure Statement,
18 **unless otherwise stated below**, the Seller's Agent possesses no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or
20 (ii) About the accuracy of any provided details related to significant adverse property facts concerning
21 the Property
- 22 _____
- 23 _____
- 24 _____
- 25 _____
- 26 _____
- 27 _____
- 28

29 Details about significant adverse facts concerning the Property that are personally known to the Seller Agent, if any,
30 is stated above. However, the Seller Agent is not obligated to inspect the Property or confirm any statements made by
31 the Seller(s). Therefore, Buyer(s) is/are encouraged to seek advice, conduct inspections, or both, regarding the Property
32 and to carefully include appropriate provisions in a formal Buy-Sell Agreement between 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 Agent formally acknowledge 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 (LAND)

1 Date: _____

2
3 The undersigned Owner is the legal owner of certain 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 prospective buyers of all adverse
11 significant facts related to the Property. Under Montana law, an adverse material fact is defined as one that should be
12 acknowledged as significant enough to influence a person's decision to enter into a contract for buying or selling real
13 estate and may be a crucial disclosed fact that significantly impacts the Property's value, affects its structural integrity, or
14 Property, or that presents a documented health risk to occupants of the Property.

15 16 OWNER'S DISCLOSURE

17
18 ☐ Owner has never been to the Property.

19 ☐ Owner has not been to the Property since _____ (date).

20
21 The Owner states that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any known significant adverse material facts. The Owner hereby authorizes providing a copy of this Statement to any
23 individual or entity involved in any actual or anticipated sale of the Property. The Owner further agrees to fully indemnify
24 and protect all real estate agents involved, directly or indirectly, in the transaction of buying and selling the Property,
25 completely free from all claims for damages arising from the disclosures in this Disclosure Statement along with the
26 owner's failure to disclose any significant adverse material facts known to the Owner.

27
28 This information is a disclosure by the Owner of all known adverse material facts about the Property as of the
29 above date. **It is neither a warranty nor a representation of any kind by the Owner, nor is it a contract between**
30 **Owner and buyer. This disclosure statement does not replace any inspections the buyer may wish to**
31 **obtain.**

32
33 Describe any significant adverse facts related to the listed items or other components, fixtures, or matters.

34
35 Easements (written or unwritten):

36 _____
37 _____

38
39 Boundaries or property lines:

40 _____
41 _____

42
43 Encroachments or related issues that may impact your interest in the Property, including but not
44 limited to buildings, fences, etc.:

45 _____
46 _____

47
48 Property Access or Ownership – Issues affecting entry to or from the Property, legal ownership, or title to
49 the Property, or the Seller's capacity to transfer ownership:

50 _____
51 _____

_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

52 Settlement, slippage, standing water, drainage issues, soil shifting, or other related problems on the Property or nearby:
53 _____
54 _____
55 _____
56 Flooding, drainage or grading problems:
57 _____
58 _____
59 _____
60 Property's location in a flood plain, shoreline master plan, wetland, or other environmentally sensitive area, or
61 seller's work conducted in or around any natural bodies of water:
62 _____
63 _____
64 _____
65 a. Water rights and private wells:
66 _____
67 _____
68 _____
69 b. Public or Community water systems:
70 _____
71 _____
72 _____
73 Restrictive Covenants and Deed restrictions:
74 _____
75 _____
76 _____
77 Septic system approval status or current septic system condition:
78 _____
79 _____
80 _____
81 Significant damage to the Property from fire, earthquakes, floods, landslides, or similar events.:
82 _____
83 _____
84 _____
85 Zoning or Historic District violations and non-conforming property uses:
86 _____
87 _____
88 _____
89 Neighborhood noise issues or other disturbances:
90 _____
91 _____
92 _____
93 Property Owner's Association responsibilities (dues, lawsuits, transfer fees, initiation fees, etc.):
94 _____
95 _____
96 _____
97 Notice of abatement or citations against the Property:
98 _____
99 _____
100 _____
101 Lawsuits or legal actions (including foreclosures and bankruptcies) impacting or posing a risk to the Property:
102 _____
103 _____
104 _____
105 Waste dump, disposal site, landfill, gravel pit, or commercial use near the Property, whether existing or planned,
106 that may produce smoke, odors, noise, or other nuisances, pollution, including hazardous materials or pest
107 pest infestations on the Property or nearby:
108 _____

_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

109 Planned street or utility improvements that may impact or be assessed against the Property:
110 _____
111 _____
112 _____
113 Known information concerning utility connections:
114 _____
115 _____
116 _____
117 Planned or proposed zoning or land use changes by the city or county:
118 _____
119 _____
120 _____
121 Planned increase in tax assessment value or Property Owner's Association dues:
122 _____
123 _____
124 _____
125 Underground storage tanks or Class II injection wells present:
126 _____
127 _____
128 _____
129 Property leases, such as post-sale short-term rental deals, crop-sharing contracts, or mineral rights leases
130 reservations:
131 _____
132 _____
133 _____
134 Conservation Easements (existing or proposed):
135 _____
136 _____
137 _____
138 Landfill (compacted or not) on the Property or any part of it:
139 _____
140 _____
141 _____
142 Environmental concerns actively impacting the Property, including whether it has been tested or treated for the
143 presence of fuel or chemical storage tanks, asbestos, or polluted soil or water:
144 _____
145 _____
146 _____
147 Pests, rodents:
148 _____
149 _____
150 _____
151 Noxious Weeds:
152 _____
153 _____
154 _____
155 Airport affected area:
156 _____
157 _____
158 _____
159 Other matters listed below, including environmental concerns, structural system issues, and mechanical problems, legal
160 issues, physical problems, or others not listed above that the Seller has actual knowledge of regarding the Property.
161 _____
162 _____
163 _____
164 _____

_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

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

Owner

Date

Owner

Date

_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

211 **BUYER'S ACKNOWLEDGEMENT**

212
213 Subject Property Address: _____
214 _____
215 _____

216
217 Buyer(s) acknowledge that the above disclosure statement clearly outlines any negative material facts regarding the
218 Property that are known to the Owner. **The disclosure statement does not make any representations or**
219 **warranties concerning the Property, nor does the failure to mention an adverse fact in this disclosure statement**
220 **material fact concerning a specific feature, fixture, or element imply that it is free of defects.**

221
222 Buyer(s) are encouraged to seek professional advice, inspections, or both of the Property and to arrange for
223 appropriate provisions in a contract between buyer(s) and owner(s) regarding any advice, inspections, or defects.
224 **Buyer(s) are not solely relying on this property disclosure statement for their determination of the overall**
225 **condition of the Property instead of other inspections, reports, or advice.**

226
227 I/WE CONFIRM RECEIPT OF A COPY OF THIS STATEMENT.

228
229 _____
230 Buyer's/Lessee's Signature Date
231
232 _____
233 Buyer's/Lessee's Signature Date

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