
OWNER'S PROPERTY DISCLOSURE STATEMENT

The undersigned Owner, having entered into a listing with _____
as Broker, dated _____, and involving certain real property located at _____,
in the City of _____,
County of _____, Montana, which real property is legally described as _____
_____ (the Property).

Owner executes this Disclosure Statement, in order to assist the Broker in disclosing all adverse material facts which concern the Property to prospective purchasers. Montana law defines an adverse material fact as a fact that should be recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that materially affects the value of the Property, that affect the structural integrity of the Property, or that presents a documented health risk to occupants of the Property.

OWNERS'S DISCLOSURE

- Owner has never occupied the Property.
- Owner has not occupied the Property since _____ (date)

The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on any adverse material facts known to the Owner. Owner hereby authorizes the Broker to provide a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and hold the Broker harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to disclose any adverse material facts known to the Owner.

This information is a disclosure by the owner of known adverse material facts concerning the Property as of the above date. It is not a warranty or representation of any kind by the owner, the broker or the salespersons and it is not a contract between owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.

Please describe any Adverse Material Facts concerning the items listed, or other components, fixtures or matters. If space is inadequate, please attach additional sheets.

1. APPLIANCES: Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor, Freezer, Washer, Dryer _____
 2. COMPONENTS and BUILT-IN SYSTEMS: Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, TV Antenna, Satellite Dish, Central sound systems, Wiring for Phone, Cable and Internet, Security Alarms, Fire Alarms, Smoke Detectors, garage Door Openers, and Security Gates _____
 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads) _____
 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 - A. Faucets, fixtures, etc. _____
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Montana State Form

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- B. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, and Cesspools) _____

- C. Septic System permit in compliance with existing use of Property _____

- Date Septic System was last pumped? _____
- D. Public Sewer Systems (Clogging and Backing Up) _____

5. HEATING VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas leaks, Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____

6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation) _____

7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation) _____

8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences) _____

9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks) _____

10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking) _____

11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition) _____

12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells) _____

- a. Private well _____
- b. Public community water systems _____
13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub, Sauna, Patio/Decking, Built-in Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems and controls, Partially landscaped or unlandscaped yard, Garage, Shop, Barn, Carport) _____

14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

15. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access)

16. HAZARD INSURANCE/DAMAGES/CLAIMS: _____

17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge the Property has has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab, attached are any documents concerning the use of the Property as a clandestine Methamphetamine drug lab.

18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment.
19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and records concerning that knowledge.
20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner represents to the best of Owner's knowledge that the Property has has not been tested for mold and that the Property has has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold, attached are any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

If any of the following items or conditions exist relative to the Property, please check the box and provide details below:

1. Asbestos
2. Noxious weeds
3. Destructive insects such as termites, pine beetles or carpenter ants. (If property has been tested or treated, attach documentation.)
4. Common walls, fences and driveways that have any effect on the subject property.
5. Encroachments, easements, or similar matters that may affect your interest in the subject property.
6. Room additions, structural modifications, or other alterations or repairs made without necessary permits or HOA and HOA architectural committee permission.
7. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.
8. Health department or other governmental licensing, compliance or issues.
9. Landfill (compacted or otherwise) on the property or any portion thereof.
10. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
11. Settling, slippage, sliding or other soil problems.
12. Flooding, draining, grading problems, or French drains.
13. Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.
14. Waste dump or disposal or landfill or commercial use in the vicinity of the property which causes smoke, smell, noise or other pollution.
15. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
16. Neighborhood noise problems or other nuisances.
17. Violations of deed restrictions, restrictive covenants or other such obligations.
18. Zoning or Historic District Violations, non-conforming uses, violations of "setback" requirements, etc.
19. Zoning, Historic District or land use change planned or being considered by the city or county.

- 20. Street or utility improvement planned that may affect or be assessed against the Property.
- 21. Property Owner's association obligations (dues, lawsuits, etc.).
- 22. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 23. "Common area" problems.
- 24. Tenant problems, defaults or other tenant issues.
- 25. Notices of abatement or citations against the Property.
- 26. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
- 27. Airport affected area.
- 28. Pet damage: _____
- 29. Property leases, crop share agreement, mineral leases or reservations.

Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief as of the date signed by Owner.

Owner: _____ Date: _____

Owner: _____ Date: _____

Please note the following changed to the foregoing disclosure: _____

Owner: _____ Date: _____

Owner: _____ Date: _____

BUYER'S ACKNOWLEDGEMENT

Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the Property that are known to the owner. The disclosure statement does not provide any representations or warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material fact concerning a particular feature, fixture or element imply that the same is free of defects.

Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects. Buyer(s) are not relying upon this property disclosure statement for buyer(s) determination of the overall condition of the Property in lieu of other inspections, reports or advice.

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

Buyer/Lessee: _____ Date: _____

Buyer/Lessee: _____ Date: _____