

Montana Standard Lease Agreement

Parties and Premises: This rental agreement is made and entered into on _____ by and between _____, hereinafter referred to as "Landlord," and _____, hereinafter referred to as "Tenant," for the premises located at: _____ with the following furniture and appliances: _____. The parties have agreed:

1. Term of Period

This agreement is to begin on _____ and is:

_____ Month-to-Month

_____ an agreement for the specific term of _____ months, ending _____.

2. Deposit

(a) If, at the time of termination of this agreement and upon final inspection of the premises,

(i) there is no unpaid rent owed to the landlord

(ii) no damages or additional cleaning for which the tenant is responsible

(iii) the tenant can prove that there are no unpaid utilities for which the tenant is responsible; the landlord may deduct these expenses for the security deposit, within ten days of the termination, the full amount of the security deposit.

(b) If, at the termination of this agreement there remains money owed to the landlord for cleaning or damages for which the tenant is responsible, the landlord may deduct these expenses from the security deposit. Within thirty days after termination of this agreement the landlord shall deliver to the tenant:

(i) a written statement itemizing all deductions from this deposit and the specific reasons for the deductions

(ii) any balance of the deposit owed the tenant

The landlord may deduct for unpaid rent and the actual and reasonable cost of repairing damage caused by tenant, except damage caused by normal wear and tear, as per Montana law (MCA 70-25-201).

3. Rent

Rent is payable in advance on the _____ day of each month, and will be delivered to _____ . Initial rent: \$ _____. This amount covers the period of _____, to _____.

Optional Provision: The landlord also accepts \$ _____ as payment for last month's rent.

4. Disclosure

The name and address of the owner of the rental unit is: _____.

The name and address of the manager of the rental unit is _____.

5. The Tenant Shall:

A. Pay all rents promptly when due.

B. Pay for any damages to the rental unit, including appliances and property within the rental unit that belong to the landlord, caused by any act of negligence of the tenant(s) or

any guest. Damage due to ordinary and reasonable wear and tear, or loss or damage by fire not caused by the tenant or guest excepted.

C. Place garbage and refuse inside the containers provided.

D. Refrain from acts or practices which disturb the neighbors' peaceful enjoyment of the premises.

E. Keep the rental unit clean and sanitary condition.

F. Surrender possession of the premises to the landlord upon the lawful and proper termination of the rental agreement.

G. Fulfill other duties and responsibilities as set down in Montana law (MCA 70-24-312, 70-24-321 and 70-24-322).

6. The Landlord Shall be Responsible For:

A. Repairs to the exterior of the premises.

B. Repairs to sewers, heating, all landlord-owned appliances and wiring and plumbing fixtures.

C. Repairs to all common area doors, windows and stairs.

D. Providing for necessary extermination service for the premises, ensure for the elimination of all vermin and rodents.

E. Installing and maintaining locks on all doors leading from the entranceways into hallways and on the doors to all common areas.

F. Maintaining the premises and common areas in accordance with city or county housing, building, and zoning codes.

G. Other duties and responsibilities as set down in Montana law (MCA 70-24-301, 70-24-302, and 70-24-303).

Tenants shall be responsible for all of the above repairs if they are made necessary by the negligence of the tenant(s) or her/his guests.

7. Landlord's Rights of Entry

Except in case of emergency or pursuant to court order, the landlord must give at least 24 hours notice before entering the rental unit, and then may enter only with the tenant's consent (MCA 70-24-312). The landlord may enter only at reasonable times and in a reasonable manner. The landlord shall not abuse the right of access, nor use it to harass the tenant. The tenant shall not unreasonably withhold consent for access to the premises by the landlord.

8. Alterations

Tenant(s) shall not materially alter the premises without permission of the landlord.

9. Termination

Either party may terminate or change the terms of a month-to-month agreement by giving the other party at least 30 (thirty) days written notice. If the duration of this agreement is to be more than thirty days (month-to-month), then the terms of the agreement may only be changed at the termination date listed above, except as provided for by the law.

10. Utilities.

Landlord agrees to pay all utilities except _____, which shall be paid by the tenant.

11. Subletting

Tenant shall not sublet all or any part of the premises, nor assign this agreement or any interest in it without the Landlord's prior written consent, which will not be unreasonably withheld.

12. Pets

The following pets will be allowed in the rental unit: _____
_____.

13. The landlord will make the following repairs or alterations to the rental unit by the dates noted:

_____	_____	_____
Repair	Date	Landlord's Initial
_____	_____	_____
Repair	Date	Landlord's Initial
_____	_____	_____
Repair	Date	Landlord's Initial

14. Additional Terms

Further, both parties agree to the following additional terms:

_____	_____
Landlord (Signature)	Date
_____	_____
Tenant 1 (Signature)	Date
_____	_____
Tenant 2 (Signature)	Date
_____	_____
Tenant 3 (Signature)	Date
_____	_____
Tenant 4 (Signature)	Date