

# Montana Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Montana Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} “Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} “Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}. Per § 70-24-201(2)(b), MCA, rent is payable at the Landlord's address listed in this Agreement or at an account designated by Landlord for the payment of rent using electronic funds transfer. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}. Per § 70-24-423, MCA, acceptance by Landlord of full payment of rent due is a waiver of a claimed breach of this Agreement *only* when the claimed breach is the nonpayment of rent. When a claimed breach is something other than the nonpayment of rent, acceptance of full payment of rent due does not constitute a waiver of any right. The acceptance of partial payment of rent due does not constitute a waiver of any right, including rent due.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of

the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.

**8. SECURITY DEPOSIT.** Security Deposits are governed by the Residential Tenants' Security Deposits Act, MCA T. 70, Ch. 25.

A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant.

B. **Allowable Charges.**

i. Landlord may deduct from the security deposit a sum equal to the damage alleged to have been caused by Tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to Landlord at the time of deduction, including rent owed under § 70-24-441(3), MCA, and a sum for actual cleaning expenses, including a reasonable charge for Landlord's labor.

ii. Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis by Landlord as noted by Landlord at the time that Tenant occupies the Premises unless Landlord is forced to perform this maintenance because of negligence of Tenant. Additionally, cleaning charges may not be deducted until written notice has been given to Tenant. The notice must include the cleaning not accomplished by Tenant and the additional and type or types of cleaning that need to be done by Tenant to bring the Premises back to its condition at the time of its renting. After the delivery of the notice, Tenant has 24 hours to complete the required cleaning. If notice is mailed by certified mail, service of the notice is considered to have been made 3 days after the date of the mailing. Tenant's failure to notify Landlord of the intent to vacate relieves Landlord of the requirement of giving notice and allows Landlord to deduct the cleaning charges from the deposit.

C. **Move-out Inspection.** At the request of either Landlord or Tenant, the Premises may be inspected within 1 week prior to termination of the tenancy.

D. **Return Of Security Deposit.**

i. If after inspection there are no damages to the Premises, no cleaning required, and no rent unpaid and if Tenant can demonstrate that no utilities are unpaid by Tenant, Landlord shall return the security deposit within **10 days** by mailing it to the new address provided by Tenant or, if a new address is not provided, to the Tenant's last-known address.

ii. Within **30 days** subsequent to the termination of the Agreement Term or within **30 days** subsequent to a surrender and acceptance of the Premises, whichever occurs first, Landlord shall provide Tenant with a written list of any rent due and any damage and cleaning charges, brought after the provisions of subsection (B) above have been followed, with

regard to the Premises that Landlord alleges are the responsibility of Tenant. Delivery of the list must be accompanied by payment of the difference, if any, between the security deposit and the permitted charges set forth in subsection (B) above or § 70-25-201, MCA. Delivery must be accomplished by mailing the list and refund to the new address provided by Tenant or, if a new address is not provided, to Tenant's last-known address.

- E. **Penalty.** If Landlord fails to provide Tenant with a written list of damage and cleaning charges as required by this section, Landlord shall forfeit all rights to withhold any portion of the security deposit for the damages or cleaning charges. If Landlord wrongfully withholds the security deposit or any portion of the deposit, Landlord is liable in damages to Tenant in a civil action for an amount equal to the sum determined to have been wrongfully withheld or deducted. Attorneys' fees may be awarded to the prevailing party at the discretion of the court. The burden of proof of damages caused by the Tenant to the Premises is on Landlord.
9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.**
  - A. Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
  - B. Per § 70-24-408, MCA, if contrary to this Agreement or § 70-24-303, MCA Landlord purposefully or negligently fails to supply heat, running water, hot water, electric, gas, or other essential services, Tenant may give written notice to Landlord specifying the breach and may:
    - i. procure reasonable amounts of heat, hot water, running water, electricity, gas, and other essential services during the period of Landlord's noncompliance and deduct their actual and reasonable cost from the rent;
    - ii. recover damages based upon the diminution in the fair rental value of the Premises; or
    - iii. procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance.

If Tenant proceeds under this section, Tenant may not proceed under § 70-24-406, MCA or § 70-24-407, MCA as to that breach. Rights of Tenant under this section do not arise until Tenant has given notice to Landlord and Landlord has had a reasonable opportunity to correct the conditions or if the conditions were caused by the act or omission of Tenant, a member of Tenant's family, or any other person on the Premises with Tenant's consent.

11. **SMOKING.** Smoking {[Smoking](#)} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Notice.** Per § 70-24-205, MCA, if Landlord and Tenant fail to establish a default extension period for the Agreement Term and if neither party gives a 30-day written notice to the other to terminate the tenancy before the end of the Agreement Term, the tenancy continues on a month-to-month basis.
  - B. **Month-to-Month Tenancies.** The tenancy terminates on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportioned daily.
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
  - C. **Holdover.** Per § 70-24-429, MCA, if Tenant continues in possession of the Premises after the expiration of the Agreement Term, Tenant shall be deemed a holdover tenant. Landlord may bring an action for possession. If Tenant's holdover is purposeful and not in good faith, Landlord may recover an amount not more than **3 months' periodic rent or treble damages, whichever is greater.**
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per § 70-24-405, MCA: if Landlord fails to deliver possession of the Premises to Tenant as provided in this Agreement, rent

abates until possession is delivered and Tenant may:

- A. terminate this Agreement upon at least five days' written notice to Landlord, and upon termination, Landlord shall return all prepaid rent and security; or
  - B. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against Landlord or a person wrongfully in possession and recover the actual damages sustained by Tenant.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
- A. **Landlord's Responsibilities.** Per § 70-24-303, MCA, Landlord:
    - i. shall comply with the requirements of applicable building and housing codes materially affecting health and safety in effect at the time of original construction in all dwelling units where construction is completed after July 1, 1977;
    - ii. may not knowingly allow Tenant or other person to engage in any activity on the Premises that creates a reasonable potential that the Premises may be damaged or destroyed or that neighboring tenants may be injured;
    - iii. shall make repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
    - iv. shall keep all common areas of the Premises in a clean and safe condition;
    - v. shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
    - vi. shall, unless otherwise provided in this Agreement, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal;
    - vii. shall supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1, except if the building that includes the Premises is not required by law to be equipped for that purpose or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant; and
    - viii. shall install in each Premises under Landlord's control an approved carbon monoxide detector, in accordance with rules adopted by the department of labor and industry, and an approved smoke detector, in accordance with rules adopted by

the department of justice. Upon commencement of this Agreement, Landlord shall verify that the carbon monoxide detector and the smoke detector in the Premises are in good working order. Tenant shall maintain the carbon monoxide detector and the smoke detector in good working order during Tenant's rental period. For the purposes of this subsection, an approved carbon monoxide detector, as defined in § 70-20-113, MCA, and an approved smoke detector, as defined in § 70-20-113, MCA, bear a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.

If the duty imposed by subsection (A)(i) above is greater than a duty imposed by subsections (A)(ii) through (A)(viii), Landlord's duty must be determined by reference to subsection (A)(i).

- B. **Tenant's Responsibilities.** Per § 70-24-321, MCA, Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or permit any person to do so. Tenant shall:
- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
  - ii. keep that part of the Premises that Tenant occupies and uses as reasonably clean and safe as the condition of the Premises permits;
  - iii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
  - iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
  - v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the Premises;
  - vi. conduct oneself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbor's peaceful enjoyment; and
  - vii. use the parts of the Premises, including the living room, bedroom, kitchen, bathroom, and dining room, in a reasonable manner, considering the purposes for which they were designed and intended. This section does not preclude the right of Tenant to operate a limited business or cottage industry on the Premises, subject to state and local laws, if Landlord has consented in writing. Landlord may not unreasonably withhold consent if the limited business or cottage industry is operated within reasonable rules of Landlord.

- C. **Maintenance Responsibilities by Written Agreement.** Per § 70-24-303(3)-(4), MCA:

- i. If the Premises is a one-, two-, or three-family residence, Landlord and Tenant may agree in writing that Tenant perform Landlord's duties specified in subsections (A)(vi) and (A)(vii) and specified repairs, maintenance tasks, alteration, and remodeling but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of Landlord.
- ii. If the Premises is a one-, two-, or three-family residence, Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:
  - a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of Landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration;
  - b. the work is not necessary to cure noncompliance with subsection (A)(i); and
  - c. the agreement does not diminish the obligation of Landlord to other tenants.

**D. Smoke/Carbon Monoxide Detector Limited Liability for Landlord.**

Per § 70-24-303(5), MCA, Landlord is not liable for damages caused as a result of the failure of the carbon monoxide detector or the smoke detector required under subsection (A)(viii).

**19. SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

**20. REPAIRS AND ALTERATIONS.**

**A. In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

**B. Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

- C. **Landlord's Right to Repair.** If Tenant fails to comply with Tenant's maintenance responsibilities or § 70-24-321, MCA affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost, the fair and reasonable cost, or the fair and reasonable value thereof as rent on the next date periodic rent is due or, if this Agreement has terminated, for immediate payment.
  - D. **Tenant's Repair and Deduct Remedy.** Per § 70-24-406, MCA, if Landlord fails to comply with Landlord's maintenance responsibilities or § 70-24-303, MCA affecting health and safety, Tenant may make repairs that do not cost more than one month's rent and deduct the cost from the rent if Tenant has given Landlord notice and Landlord has not made the repairs within a reasonable time. If the repair is required in a case of emergency and Landlord has not made the repairs, Tenant may have repairs made only by a person qualified to make the repairs.
21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.** Per § 70-24-311, MCA:
- A. Landlord may adopt a rule concerning Tenant's use and occupancy of the Premises. A rule is enforceable against Tenant only if:
    - i. its purpose is to promote the convenience, safety, or welfare of the occupants in the Premises, preserve Landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
    - ii. it is reasonably related to the purpose for which it is adopted;
    - iii. it applies to all occupants in the Premises in a fair manner;
    - iv. it is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;
    - v. it is not for the purpose of evading the obligations of Landlord; and
    - vi. Tenant has notice of it at the time that Tenant enters into this

Agreement or when it is adopted.

- B. A rule adopted by Landlord must be in writing and must be given to each Tenant residing on the Premises and to each new tenant upon arrival.
  - C. If a rule is adopted after Tenant enters into this Agreement that works a substantial modification of Tenant's bargain, it is not valid until seven days after written notice to Tenant in the case of a week to week tenancy or 30 days' written notice in the case of tenancies from month to month.
23. **NO FIREARM PROHIBITION ALLOWED.** Per § 70-24-110, MCA, Landlord may not, by contract or otherwise, prevent Tenant or a guest of Tenant from possessing on the Premises a firearm that it is legal for Tenant or guest to possess. Landlord may prohibit the discharge of a firearm on the Premises except in self-defense.
24. **ILLEGAL ACTIVITY.** Per § 70-24-321(3), MCA, Tenant may not engage or knowingly allow any person to engage in any activity on the Premises that creates a reasonable potential that the Premises may be damaged or destroyed or that neighboring tenants may be injured, including but not limited to any of the following activities:
- A. criminal production or manufacture of dangerous drugs as prohibited by § 45-9-110, MCA;
  - B. operation of an unlawful clandestine laboratory as prohibited by § 45-9-132, MCA;
  - C. gang-related activities as prohibited by the Montana Street Terrorism Enforcement and Prevention Act (§ 45-8-401, MCA et seq.);
  - D. unlawful possession of a firearm, explosive, or hazardous or toxic substance; or
  - E. any activity that is otherwise prohibited by law.
25. **EXTENDED ABSENCES.** Per § 70-24-322(2), MCA, if Tenant will be away from the Premises for seven or more consecutive days, Tenant shall notify Landlord no later than the first day of the extended absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
26. **ABANDONMENT.**
- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
  - B. **Mitigation of Damages.** Per § 70-24-426, MCA, if Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of this Agreement, this Agreement terminates as of the

date of the tenancy. If Landlord fails to use reasonable efforts to rent Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is terminated by Landlord as of the date Landlord has notice of the abandonment.

- C. **Personal Property.** Per § 70-24-430(1), MCA, if this Agreement terminates in any manner (except by court order) and Landlord has clear and convincing evidence that Tenant has abandoned all personal property that Tenant has left on the Premises and a period of time of at least 48 hours has elapsed since Landlord obtained that evidence, Landlord may immediately remove the abandoned property from the Premises and immediately dispose of any trash or personal property that is hazardous, perishable, or valueless. If Landlord reasonably believes the personal property is valuable, Landlord shall dispose of the property according to the procedures in § 70-24-430(2)-(9), MCA.
27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per § 70-24-312, MCA:
- A. Tenant may not unreasonably withhold consent to Landlord or Landlord's agent to enter into the Premises in order to inspect the Premises; to make necessary or agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed services; or to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
  - B. Landlord may enter the Premises without consent of Tenant in the case of an emergency.
  - C. Landlord may not abuse the right of access or use it to harass Tenant. Except in the case of an emergency or unless it is impracticable to do so, Landlord shall give Tenant at least **24 hours'** notice of the intent to enter and may enter only at reasonable times.
  - D. Landlord has no other right of access except:
    - i. pursuant to court order;
    - ii. as permitted by § 70-24-425, MCA and § 70-24-426(2), MCA; or
    - iii. when Tenant has abandoned or surrendered the Premises.
28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Per § 70-24-305, MCA, Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any

reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

**30. GROUNDS FOR TERMINATION OF THE TENANCY.**

**A. Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant does not comply with this Agreement, Tenant's maintenance responsibilities, or § 70-24-321, MCA, per § 70-24-422, MCA;
- iv. Tenant refuses to allow lawful access to Landlord, per § 70-24-424, MCA; or
- v. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. Landlord fails to maintain the Premises according to § 70-24-303, MCA, per § 70-24-406, MCA;
- ii. Landlord fails to provide essential services per this Agreement or § 70-24-303, MCA, per § 70-24-408, MCA;
- iii. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired, per § 70-24-409, MCA;
- iv. Landlord makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per § 70-24-410, MCA;
- v. Landlord unlawfully removes or excludes Tenant from the Premises, per § 70-24-411, MCA; or
- vi. otherwise provided by law.

**31. INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord

shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: [{PropertyManagerEntity}](#), [{PropertyManagerAddress}](#)
36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows: [{AdditionalProvisions}](#)
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **EFFECT OF UNSIGNED OR UNDELIVERED RENTAL AGREEMENT.** Per § 70-24-204, MCA:
  - A. If Landlord does not sign and deliver this Agreement that has already been signed by Tenant and delivered to Landlord, acceptance of rent without reservation by Landlord gives this Agreement the same effect as if it had been signed and delivered by Landlord to Tenant.
  - B. If Tenant does not sign and deliver to Landlord this Agreement that has already been signed by Landlord and delivered to Tenant, acceptance of possession of the Premises and payment of rent without reservation by Tenant gives this Agreement the same effect as if it had been signed and delivered by Tenant to Landlord.

- C. If this Agreement is given effect by subsections (A) or (B) above and this Agreement provides for an Agreement Term longer than 1 year, the Agreement Term is effective for only 1 year.
- 41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
- 42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}