

Statement of Intention to Rent Addendum/An Attachment to Statement of Intention to Rent

**Professional Property Management, Inc.
1511 S Russell, Missoula, MT 59801**

Louise H. Rock-Owner, Property Manager Paul M. Burow-Manager, Property Manager

Tenants:

I (We) the undersigned, acknowledge that the following provisions apply to the property

- :
1. Yes No Pet(s) allowed. If yes, describe:
 2. Yes No Tenant responsible for lawn mowing.
 3. Yes No Tenant responsible for lawn watering.
 4. Yes No Tenant responsible for sidewalk ice and snow removal.

5. Tenant will pay a prorated rent and sign all remaining lease papers as of the day the unit is ready to be occupied.

a) The current tenant has announced an intention to vacate approximately . The new tenant must assume responsibility when the unit is in rentable condition. A minimum of ten days may be required for necessary cleaning and maintenance before an incoming tenant may take occupancy.

(or) b) The unit is currently vacant. Tenant agrees to assume responsibility for rent when PPM, INC. determines unit to be in a rentable condition.

6. Tenant will pay rent on the first day of each month. Tenant acknowledges that payment is late on the 2nd with a \$25.00 late charge on the 6th and a \$5.00 charge which accrues every day thereafter until the rent is paid in full. Rent payments **must be in our office** by the close of business on the 5th of the month to avoid late charges. This includes closures for weekends and holidays. A \$30.00 fee will be charged for any NSF checks.

7. Owner pays sewer, trash, utilities. Tenant is obligated to put utilities in their name on the day the unit is ready to occupy.

8. Renter's insurance is required. Tenant agrees to provide proof of renter's insurance at the time the lease is signed and retain coverage for duration of tenancy. Minimum liability coverage of shall be \$100,000 and PPM, Inc. must be listed as an additional insured interest.

9. No additional persons may reside at the property unless application is approved and the lease is signed. PPM reserves the right to disallow the addition of lessees or additional occupants to original tenancy.

10. Other Provisions: Tenant acknowledges receipt of sample lease and assumes responsibility for reading the lease in its entirety prior to lease signing. Property is a non-smoking property.

I (We) do expressly acknowledge that earnest money deposit **is non-refundable** should I (we) elect not to fulfill all conditions herein and is intended to be an assurance of my (our) taking residence at, and fulfilling the obligations as tenants of said property. If I (we) abide by all conditions herein, the earnest money deposit shall be applied to the security deposit. It is expressly agreed that if I (we) fail to take residence and fully comply with the terms and conditions outlined herein, said earnest money deposit shall be forfeited in full as liquidated damages, and agent will have no further or continuing obligations hereunder. In the event that the landlord is unable to provide unit due to acts of god or illegal acts of third parties, tenant's sole remedy shall be to void the lease and receive a refund of their unused rent and deposit in full.

PPM, Inc

Date

Tenant

Date

Statement of Intention to Rent
Professional Property Management, Inc.
1511 S Russell, Missoula, MT 59801

Louise H. Rock-Owner, Property Manager Paul M. Burow-Manager, Property Manager

Tenants:

Rental of premises at:

Lease term: Tenant agrees to a lease ending date of _____ at the monthly rent rate of _____.
Tenant(s) are responsible for all rent due under the term of this agreement until the end of the term or until the property is re-rented.

Per MCA 70-24-205 Upon expiration of the initial Lease Term, Landlord and Tenant agree to accept as a default extension period for the lease chosen by the Tenant. This default option shall become effective if neither party gives a 30-day written notice as to the extension or termination to the other prior to this Agreement's original termination date.

- a. The lease shall be renewed for an additional term of equal length as the original term;
- b. The lease shall automatically renew for a set term of _____ months to include a 25% monthly rent increase.
- c. The lease shall automatically renew on a month-to-month basis to include a 35% monthly rent increase.
- d. The lease shall automatically terminate at the conclusion of the initial term of the tenancy with a written notice to vacate submitted.

Landlord with 30-days written notice prior to the expiration of initial Lease Term, gives Tenant notice of changes to the rental agreement that would apply to subsequent terms are including but not limited to the right to increase the monthly rent, change lease terms or to retain possession of the premises.

Security Deposit:

Rent amount due: _____ for _____ to _____

Additional Deposit: _____

Utility Reimbursement: _____

Total: _____

Move-in bonus: _____

Total Due: _____ Balance due: _____ to be paid on or before _____.

Special Provisions:

I (We) the undersigned desiring to rent the premises indicated above do hereby remit the sum of _____ () with Professional Property Management Inc.

Yes No I am signing the lease today and agree to sign the remaining paperwork and to fulfill all obligations listed on the lease agreement.

Yes No I am not signing the lease today. I acknowledge receipt of the Statement of Intention to Rent Addendum.

I am signing the following additional documents: Property Addendum House Rules
 Adverse Impact Pet Addendum Other: _____

PPM

Date

Tenant

Date

Present Condition of Premises

Tenants:

The following written statement as to the present condition of _____, is furnished pursuant to the provisions of Title 70-25-206:

- 1) A statement of the present condition of the premises is as follows:
Good—see property condition report—tenant acknowledges this is the basis for the refund of security deposit. **Tenant is required to carefully complete this report and return to PPM within ten (10) days.**
- 2) The premises have have not been let before.
- 3) Damage from previous tenant not repaired is as follows:
none known.
- 4) Smoke/Carbon Monoxide Detector Certification:
The tenant acknowledges that Professional Property Management, Inc. has inspected any and all smoke/carbon monoxide detectors at the above mentioned premises and verified that they are in working order. Tenant understands that it is his/her responsibility to report any malfunction of the detector(s) to Professional Property Management, Inc. It is the tenant's responsibility to check all smoke/carbon monoxide detectors upon occupancy and to periodically check all detectors to insure that they are in working order.

Tenant further acknowledges and understands that he will be responsible for the replacement or repair of the smoke/carbon monoxide detector should it/they be dismantled or destroyed during the course of his/her tenancy.

Professional Property Mgmt. Inc. Date

Tenant Date

Lead-Based Paint Disclosure

Re: _____ ,

Lead Warning Statement

Every Lessee of any interest in residential rental property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Lessor (owner) of any residential real property is required to provide the Lessee with any information on lead-based paint hazards from risk assessments or inspections in the Lessor's (owner's) possession and notify the Lessee of any known lead-based paint hazards.

Lessor's (Owner's) Disclosures

The Lessor (Owner) hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Lessor (Owner) knows that lead-based paint and /or lead-based paint hazards are present in the property (explain):

(initial) Lessor (Owner) has no knowledge of lead-based paint and/or lead based paint hazards in the property.

(b) Records and Reports available to the Lessor (Owner) (check one below):

Lessor (Owner) has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the property. Those reports and records are itemized as follows:

(initial) Lessor (Owner) has no records or reports pertaining to lead-based paint and/or lead based paint hazards in the property.

Lessee's Acknowledgement

Lessee Acknowledges as follows:

(c) Lessee has received copies of all information listed in item (b) if any.

(initial) (d) Lessee has received the pamphlet "*Protect your Family from Lead in Your Home.*"

(e) Lessee acknowledges that Professional Property Management, Inc. has on file the property owner's signature as verification of information provided herein. This information is available to lessee upon request.

Acknowledgement

(f) Professional Property Management, Inc. has informed the owner of the owner's obligation under 42 U.S.C 4582 (D) and is aware of his/her responsibility to ensure compliance.

Certifications

The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

PPM. Inc.

Date

Lessee/Tenant

Date

Residential Lease

Tenant: _____
Additional Occupants: _____
Premises: _____

Rented as a Bedroom Bath Dwelling

Date of this Agreement: _____
Term of Lease: From _____ to _____
Rent Per Month: _____ 1st month's pro-rated _____.
Utility Reimbursement Per Month: _____ 1st month's pro-rated _____.

Tenant(s) are responsible for all rent due under the term of this agreement until the end of the lease or until the unit is re-rented.

Security Deposit: _____

Date Rent is Due: First (1st)

Late Rent Charge: \$25.00 on day 6/ \$5.00 each day thereafter until rent is paid in full. Rent payments must be in our office by the close of business the last business day before the 6th of the month to avoid late charges. Rent is considered received the business day PPM has knowledge of the payment.

Utilities or Services Paid by Tenant (T) or Owner (O):

Sewer/Septic:	O		
Garbage:	O		
Water:	T	Confirmed	_____
Electric for well:	n/a	Confirmed	_____
Electricity:	T	Confirmed	_____
Heat:	T	Confirmed	_____
Snow Removal: T Watering: T Mowing: O			

Keys given to tenant: 1 Unit keys 1 Mail box keys 0 Laundry keys 0 Garage keys
0 Garage door opener 0 Storage Keys 0 Other keys

Special Provisions: _____

Related Documents: Incorporated into the terms of this Agreement are the following (Check all that apply):

- Statement of Intention to Rent
- Addendums to Property
- Move- In Property Condition Report
- Renter's Insurance
- Pet Agreement. Pets Allowed: YES NO

This agreement consists of this page and the following five pages, and any other attached documents included by reference.

Landlord Date

Tenant Date

Landlord and Tenant Agree that each of the terms of this Agreement and of Landlord's rules and regulations, if any, constitutes an independent condition of Tenant's right to possession of the premises. Any failure by Tenant to comply with one or more of such terms shall constitute a default under the terms of the Agreement and Landlord may terminate Tenant's right to possession of the premises and other rights under the Agreement.

Attorney's Fees and Costs of Collection: If a suit is brought for possession of the Premises and/or for any obligation arising under this Lease, or by law, the prevailing party may – at the discretion of the court – be entitled to recover all costs, including reasonable attorney fees, costs of court, service of process fees, and levying fees.

In addition, Tenant understands that either party (including Tenant) may place any unpaid balance or damages owed to the other party with a collection agency either before or after suit is brought. In the event any unpaid balance or damages are placed for collection with any third party collection agency, a fee of up to 50% of the unpaid balance or damages may be added to the total amount due. If the unpaid balance or damages are legitimately owed, the third party collection agency fee will also be due and owing. If the unpaid balance or damages are not legitimately owed, the third party collection agency fee will not be owed. The intent of this provision is that the defaulting party or the party whom caused damages pay for the collection fees so that the other party is made whole. Accordingly, these collection fees shall be in addition to any other costs (such as court costs, attorney fees – including attorneys' fees incurred by either party), incurred directly or indirectly to collect amounts owed.

Rules and Regulations: Tenants and all persons on the premises with Tenant's permission shall comply with all rules and regulations made by Landlord.

Rent and Late Charges: Tenant shall pay to Landlord the rent due in advance for each rental month in the amount and on the date designated. The late charge period is not a grace period and Manager is entitled to pursue the remedies provided herein if rent is not paid when due. In the event that the beginning date of the Agreement is a date other than the first day of the month, the rent shall be pro-rated to the first day of the succeeding month. Should Tenant fail to pay an installment of rent, or any portion thereof, when due, Tenant shall pay to Landlord the amount designated as late rent charge. Such late charge shall be deemed additional rent for the rental month and collected as such. LATE CHARGES WILL BE STRICTLY ENFORCED. Rent is considered late on the 2nd, late charges start on the 6th. Rent is considered received the date we receive it, however if we are closed for a weekend or holiday rent will not be considered received until the next business day.

Utilities: Tenant is responsible for the timely payment of utility services that are a tenant responsibility for the duration of the tenancy. If PPM bills tenant for utility charges tenant shall pay to landlord the amount billed in full within fifteen (15) days of date billed. Should tenant fail to pay any portion thereof when due such utility charge will be deemed additional rent and collected as such. Tenant shall not make or allow to be made any changes or alterations to, or cause or allow interference with, the mechanical, electrical, sanitary, or other service systems of the building or unit.

Initial

Named Tenant/Occupant: The premises shall not be occupied by any persons other than those individuals named as Tenant or additional occupant on the Agreement. No substitution of Tenants or occupants may occur without the written notice and acceptance of PPM. PPM reserves the right to disallow additional lessees to the original tenancy. A breach of the agreement occurs if any individual resides at a unit for more than seven days in any thirty day period. A three-day notice to remedy the breach will be issued if unauthorized occupants are found to reside at the premises.

Repairs: Tenant shall immediately notify PPM of any need for repairs. Tenant shall be liable for the expense of any repair caused by Tenant or Tenant's failure to comply with the conditions of the Agreement. A minimum of one hour will be charged. At Landlord's election, any such expense shall be deemed additional rent for the rental month or collected from Tenant's security deposit. Tenant shall not alter or add to the premises, nor paint, use adhesive shelf liner, redecorate, install cable or satellite, wallpaper, or make other alterations to any portion thereof without landlord's prior written approval. **Tenant is aware that PPM provides a 24-hour service at 721-8990 for reporting emergency repair and maintenance problems.** Tenant agrees to contact the service should any emergency repairs be needed. It is the responsibility of the tenant to report known repair needs during business hours. Overtime charges that result from repairs that tenant has failed to report will be at the expense of the tenant. In the event that the tenant is locked out of the property after hours it will be necessary for the tenant to contact a locksmith to gain entrance. If it is during business hours tenant may check out a key from the PPM office. PPM charges \$5.00 per key for any extras or replacements if tenant misplaces or request an extra.

Insurance: Renter's insurance is required for all Tenants. tenant acknowledges responsibility for securing Renter's insurance to cover Tenant's liability against any loss or damage, in a minimum amount of \$100,000 and PPM must be listed on the policy as an additional insured interest. Tenant will retain insurance policy for the duration of the tenancy.

Autos and Parking: Please advise your guests to park in areas marked for guests or on an adjacent street. "No Parking" areas must be observed or vehicles will be towed at the owner's expense. Parking of motorcycles, boats, motor homes, RVs, or automobiles on the lawn or sidewalks is prohibited. Please be alert to oil leaks from your vehicle and have them remedied promptly, cleanup from leaks is TENANTS' responsibility. Vehicle repair is not permitted, other than emergency repairs. Parking and/or storage of junk vehicles is prohibited. Motorcycles, mopeds, or other motor vehicles must be parked in the assigned parking spaces and not in hallways, on sidewalks, porches or in the house.

Tenant Obligations:

1. Tenant shall comply with all obligations primarily imposed upon Tenants by applicable provision of building and housing codes materially affecting health and safety.
2. Tenant shall keep that part of the premises that he/she occupies and uses as reasonably clean and safe as the condition allows.
3. Tenant shall dispose from the dwelling all ashes, garbage, rubbish and other waste in a clean and safe manner.

Initial

4. Tenant shall keep all appliances and plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits. Tenant agrees to pay for repairs related to the disposal of any grease or foreign objects in drains. Only toilet paper can be flushed. Objects such as feminine products, baby wipes, and Kleenex are prohibited. Toilet tank sanitizers cannot be used.
5. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and appliances, including elevators and other facilities on the premises. Tenant shall not use light bulbs higher than 60 watts to prevent potential fire hazard or damage to light fixtures.
6. Tenant shall conduct themselves and require other persons on the premises with their consent to conduct themselves in a manner that will not disturb neighbors' or other tenant's peaceful enjoyment.
7. Tenant shall use parts of the premises including the living room, bedroom, kitchen, dining room, and bathroom in a reasonable manner considering the purposes for which they were designed and intended.
8. Tenant shall not allow any illegal acts on the premises.
9. If Tenant destroys, defaces, damages, impairs, or removes any part of the premises it is a violation of MCA 70-24-321 (2) and Landlord may terminate the rental agreement with a three-day notice.
10. Tenant is responsible for the full cost of rekeying the premises as well as all mail boxes and garage doors, if applicable, if all keys/openers are not returned upon vacating. The fee for this starts at \$75.00 per garage door opener and \$60.00 for mailbox keys.
11. Tenant must clean all carpets upon vacating and provide PPM a receipt of the cleaning. Upon the walk-through, should cleaning be deemed inadequate, PPM will provide a 24 hour notice to tenant of additional cleaning required. (Hiring a professional carpet cleaner is recommended to help eliminate potential carpet damage and to obtain the best results.)
12. Tenant will be charged \$30.00 for each NSF check.
13. Tenant will pay by check or money order. PPM does not accept cash payments.
14. No indoor furniture may be placed outside at any time. Absolutely no storage in interior common areas & hallways of apartments units. Personal property may only be stored at the exterior of a property in designated areas.
15. In the event any Breach of condition of this agreement occurs Tenant will be charged an administrative fee of \$50.00 (fifty dollars) per incident.
16. If tenant is responsible, snow must be removed from sidewalks by 9:00 a.m. it is mandatory tenant abides with this regulation. The city will assess a \$50.00 per hour rate to shovel snow that is not removed. The assessment will be charged to you as a tenant should you be in violation.
17. If tenant is responsible, lawn care includes weeding, trimming, and raking as necessary, as well as mowing at least every seven days of lawn and boulevard areas and watering every other day in accordance with Mountain Water regulations.

Initial

18. Tenant or tenants guests shall not, nor allow others to grow, manufacture, trade, sell, convey, or otherwise transfer marijuana or marijuana products to any other person in or upon the premises, whether legal or illegal.

Smoking: Tenant acknowledges that the property is a non-smoking property, smoking of any substance, legal or illegal, is not permitted within 25 feet of the Premises. This includes smoking of marijuana or marijuana derivatives, regardless of whether the use of marijuana or marijuana derivative is otherwise legal. Tenant shall not allow or tolerate any person on the premises with their permission or by their invitation, to smoke any product, legal or illegal in or within 25 feet of the Premises.

Pets/Aquariums/Waterbeds/Trampolines/Hot Tubs/Swimming Pools: Tenant shall not keep or harbor any pets, aquariums, waterbeds, hot tubs, swimming pools, or trampolines on the premises without prior written permission. This includes 'pet sitting' pets or visiting pets. Be advised that feeding a stray animal within Missoula City limits may result in the imposition of certain legal obligation for the animal. An appropriate notice will be sent to the Tenant for any breach of this section along with a \$50.00 fee for breaching the lease. If an unauthorized pet is found, it may be required for the tenant to clean the carpets and provide a receipt within 7 days.

Inspection & Entry: Except in emergencies, Landlord shall give Tenant a twenty-four (24) hour notice of intent to enter the premises at a reasonable time, to inspect or make repairs or alterations, supply services or exhibit the premises to potential tenants, purchasers, appraisers, mortgagees, owners or workmen or contractors. Tenant shall not unreasonably deny Landlord or Landlord's agent access to the premises.

Absences: Tenant shall notify Landlord of any anticipated absence of greater than seven (7) days or such absence will be considered abandonment of the premises and Landlord may enter and rent the premises as provided in MCA 70-24-426. Landlord may enter the premises in case of emergency or as reasonably necessary to establish the well being of the premises during Tenant's absence without a 24-hour notice.

Security Deposit: Tenant shall deposit with Landlord the amount of security deposit referenced to secure Tenant's compliance with all of the conditions of the Agreement and Landlord's rules and regulations. Tenant shall not deem the deposit rent for any rental month unless Landlord so elects, nor shall it constitute a measure of Landlord's damage in the event of default. Any interest earned on Tenant's security deposit is retained by PPM. **No portion of the security deposit will be returned until all tenants party to this Agreement have vacated the premises and then only as provided in the terms and conditions of this Agreement.** In the event of a default by Tenant under the conditions of the Agreement and Landlord's rules and regulations, if any, or upon the expiration of the term of Agreement, Landlord may deduct that amount necessary to compensate for all tangible loss, injury or deterioration of the premises, including but not limited to all unpaid rent owed at the time the Agreement is terminated, late charges, damages, utilities, lockout fees, cleaning expenses, other costs, and collection costs. Any cleaning expenses or maintenance expenses done by PPM shall be charged at rates set forth in its schedule of service charges available for inspection by tenant during normal business hours at the office of PPM.

Initial

Last Month's Rent: In the event that tenant prepaid last month's rent, no portion of the last month's rent will be made available until all tenants party to this Agreement have fulfilled all terms and conditions of this Agreement.

Notice of Termination/Change of Terms: Upon expiration of the term of the lease, Landlord and Tenant agree to accept as a default period for the lease chosen by the Tenant. This renewal term shall become effective if a revised lease is not agreed to or if neither party gives a 30-day written notice of termination to the other prior to this Agreement's original termination date. Landlord with 30-days written notice prior to the expiration of the initial Lease Term, gives Tenant notice of changes to the rental agreement that would apply to subsequent terms are including but not limited to the right to increase the monthly rent or to retain possession of the premises.

Written Notice to Vacate: TENANT MUST NOTIFY PPM IN WRITING THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE LEASE OF INTENT TO VACATE AT THE END OF THE LEASE TERM OR OF DESIRE TO CONTINUE OCCUPANCY. If tenancy continues on a month to month basis, Tenant must give a thirty (30) day written notice to terminate tenancy.

Vacating Premises Prior to Lease Expiration by ALL Tenants: Tenant's obligations under the terms of the Agreement (i.e.) payment of monthly rent, utilities, lawn care, etc. shall not cease upon surrender of premises. Such obligations shall continue until the lease expires or until the property has been cleaned, all keys have been turned in, and a new rental agreement has been signed, whichever occurs first. In the event Tenant terminates this lease before the expiration of the Term and does not comply with their monthly obligation a \$250.00 (Two Hundred and Fifty Dollars) fee will be assessed as liquidated damages representing PPM's and property owner's administrative costs associated with re-renting the property.

Vacating Premises Prior to Lease Expiration by FEWER than All Tenants: If this agreement has been entered into by two or more individuals, as tenants, then all the tenants named herein shall be jointly and severally liable for all the duties and obligations of the tenants under this agreement. In the event that one or more, but fewer than all of the named tenants, decide to vacate the premises, the tenancy shall not be considered terminated. The departing tenant shall remain fully liable for all rents accruing and all other provisions during the remaining term of this agreement. Moreover, any monies paid as a security deposit by the departing tenant shall not be refunded. Security deposits will not be returned until all tenants, party to this Agreement, including any subsequent tenants, have vacated the premises and then, only as provided in the terms and conditions of this Agreement. The departing tenant may direct prospects acceptable to the remaining tenants to PPM. The proposed tenant shall cooperate in all regards in providing PPM with application. Written permission from all lessees of acceptance of applicant as a lessee must accompany application. Such individual can not occupy the premises until such time as PPM has approved their application. PPM assumes no obligations for locating an acceptable tenant but will not unreasonably withhold approval of a proposed tenant.

Initial

Termination of Tenancy: Upon termination of tenancy, Tenant shall return premises to Landlord in the condition the premises was received, ordinary wear and tear excepted, and free of all Tenant's personal property, trash and debris. Tenant acknowledges that no representations as to the condition or repair of the premises, nor as to Landlord's intentions with respect to any improvements, alteration, decoration or repair of the premises, have been made to Tenant, unless noted on Landlord's copy of the Agreement. Tenant acknowledges receipt of a written statement of the condition of premises and a property condition report.

Upon termination of tenancy, Landlord shall give or send Tenant written notice of the additional types of cleaning which are necessary to bring the premises back to its condition at the time of its renting. At the request of either party this walk through to provide the cleaning notice can take place up to 1 week prior to the termination of the tenancy. Tenant will have until the termination of tenancy to complete the cleaning notice. **Failure to accomplish said cleaning within the time allowed entitles Landlord to deduct the cost of cleaning from the security deposit.**

If, after initial walk-through, there are no damages to the premises, no cleaning required and no rent or other tenant related charges unpaid, and if Tenant can demonstrate that no utilities are unpaid by Tenant, Landlord shall return the security deposit within ten (10) days to last known address.

Within thirty (30) days after the termination of the tenancy, Landlord shall provide Tenant with a written list of any rent due and any damages and cleaning charged deducted from the security deposit. This notice shall be delivered by mailing the list to Tenant's last known address provided by Tenant. Delivery of such list shall be accompanied by payment of the difference, if any, between the security deposit and the deducted charges. If the security deposit is insufficient to satisfy the tangible loss, injury or destruction of the leaseholder premises or to pay the unpaid rent or cleaning expenses, Landlord may proceed with collection of the deficiency from Tenant as allowed by law. Costs related to the collection are the expense of the Tenant.

Abandoned Personal Property: Upon termination of tenancy, if Tenant fails to remove personal property from the premises, Landlord agrees to give Tenant fifteen (15) days notice, at Tenant's last known address, of the date Landlord intends to dispose of said property in accordance with Montana law.

Complaint Procedure: PPM has a formal complaint procedure for reporting any violation of the house rules or rental agreement. Tenant must provide PPM with a written complaint in order for appropriate action to be taken. Tenant may secure a complaint form from PPM. I request and have received a complaint form.

Tenant Data Changes: It is the responsibility of each tenant to promptly notify PPM of any changes in mailing address, telephone numbers, employment, and emergency contact information.

Initial

Lock Change: Tenant acknowledges that locks may not have been changed following prior tenant's occupancy. Tenant may request that the locks be changed at the expense of Tenant. Tenant may not remove, replace, or add a lock not supplied by landlord without prior written permission and providing landlord with a key within 24 hours to the lock for access by landlord to the dwelling.

Cleaning at Occupancy: If tenant feels the unit is not completely clean at the beginning of the lease. They must notify the Landlord of the issues prior to move-in.

Megan's Law Disclosure: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with local law enforcement agencies as part of Montana's Violent and Sexual Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the Local County Sheriff's office, the Montana Department of Justice in Helena, MT, and/or the probation officers assigned to the area. A registry of offenders can be found at website: <http://doj.mt.gov/svor>

Fair Housing: Civil right laws of the United States prohibit housing discrimination on the basis of race, religion, sex, national origin, color, handicap, or family status. All parties to this Agreement shall act according to said law.

Remedies/Severability: The remedies available to Landlord herein shall not be deemed exclusive but in addition to the remedies provided under MCA 70-24 & 25. If a part of the Agreement is invalid, all valid parts that are severable from the invalid part shall remain in effect. If part of the Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

Designation on of the Parties: "Landlord" includes owner, manager, agent and/or employee acting as managerial personnel and "Tenant" includes all persons designated as such on the cover page of the Agreement, without respect to number or gender. The Agreement shall be deemed to have been signed on the date of the Agreement on the cover page of this document.

Entire Agreement: The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreements that may have been made by either party.

Initial

Professional Property Management, Inc. Mold Disclosure

Address:

There are many types of mold and no habitable property can be mold free. Moisture is one of the most significant factors in the growth of mold spores. Information about controlling mold growth may be available from the health department or the county extension agent. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and the extent of the health problems caused by mold nor about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The landlord and PPM cannot and do not represent or warrant the absence of mold. It is the Tenant's obligation to determine whether a mold problem is present. To do so, the Tenant should hire a qualified inspector and make any contract to lease contingent upon the results of that inspection. The landlord and PPM who provide this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or the propensity for mold in a building that is subject to any contract for rent or lease.

The undersigned, Landlord or Property Manager disclose that they have knowledge that the building or buildings on the property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew, or spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector.

If the preceding box is checked, Landlord has knowledge that the building on the property has mold present.

If the preceding box is checked, PPM has knowledge that the building on the property has mold present.

If the Landlord knows a building located on the property has been tested for mold, Landlord has previously provided or with this Disclosure provided the Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

Owner

Date

PPM

Date

Acknowledgement: The undersigned Tenant acknowledges receipt of this Disclosure, the test results (if any), and evidence of subsequent mitigation or treatment. The undersigned Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge that the Landlord and Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

Tenant

Date

Tenant

Date