



Proration Calculation:	
Monthly Rent \$ _____ / _____ days = \$ _____ X _____ days = \$ _____	First Month's Rent
Monthly Utilities \$ _____ / _____ days = \$ _____ X _____ days = \$ _____	First Month's Utilities
Application Fees: \$ _____ <input type="checkbox"/> Paid; <input type="checkbox"/> Incl. in total>>> \$ _____ Carpet Clean Fee \$ _____ Security Deposit	
\$ _____ Total Due	

RESIDENTIAL LEASE

THIS LEASE ("Lease") is made _____, 20____, between TPM, LLC, a Montana limited liability company ("Landlord"), and _____, _____, _____, _____, _____, _____ ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, subject to the terms and provisions of this Lease, including the Exhibits identified below and attached hereto, those certain premises ("Premises") described in the Basic Lease Provisions below.

BASIC LEASE PROVISIONS

1. Premises Address: _____
Description: _____
2. Base Rent Per Month: \$ _____
3. Utilities/Services Per Month:

Water/Sewer:	\$ _____	<input type="checkbox"/> Payable to Landlord, or <input type="checkbox"/> Tenant Sets up directly with:	
		<input type="checkbox"/> Utility Solutions; <input type="checkbox"/> RAE; <input type="checkbox"/> City of Belgrade; <input type="checkbox"/> City of Bozeman	
Gas/Electric:	\$ _____	<input type="checkbox"/> Payable to Landlord, or <input type="checkbox"/> Tenant Sets up directly with Northwestern Energy	
Snow Removal	\$ _____	<input type="checkbox"/> Landlord responsible, or <input type="checkbox"/> Tenant responsible: _____	
Landscape Maint.	\$ _____	<input type="checkbox"/> Landlord responsible, or <input type="checkbox"/> Tenant responsible: _____	
Carpet Shampoo	\$ _____	<i>or</i> , a non-refundable carpet cleaning fee of \$ _____	
Garage	\$ _____	<input type="checkbox"/> Will be used for PARKING, or <input type="checkbox"/> Will be used for STORAGE (\$65/mo additional)	

Total Base Rent & Utilities	\$ _____	Payable on the <input type="checkbox"/> 1st; <input type="checkbox"/> 15th day of each month (Each a "Payment Date")
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4. Term: Beginning Date: _____ Ending Date: _____
5. Security Deposit: \$ _____
6. If a revised lease agreement is not agreed to in writing or if neither party provides a 30 day written termination notice to the other party prior to the end of the rental period, this Lease shall automatically renew as:
 - one-time period of one (1) year;
 - one-time term of _____ months;
 - month-to-month basis; OR
 - terminate.
7. Pets: Not Allowed; Allowed: Permitted Pet: _____ Additional Deposit: \$ _____ Additional Pet Rent: \$ _____
8. Smoking: Not Allowed; Allowed
9. Tenant's Address for Delivery of Notices: _____
10. Total number of permitted occupants (including Tenant): _____ Names of permitted occupants (other than Tenant): _____
11. Total Number of Permitted Vehicles: _____
Total number of parking spaces:
 - a. Garage _____
 - b. Front of Garage _____ (Garage is intended for regular use parking - not storage)
 - c. Common parking lot is first-come-first-serve
 - d. On-street parking is permitted for guest day use only
12. Landlord's Address for Payment of Rent, Delivery of Notices, and Contact:

TPM, LLC
PO Box 11530
Bozeman, MT 59719
Cell: (406) 570-7345
Fax: (406) 924-6289

13. Exhibits Attached and/or Special Lease Provisions: _____

IN WITNESS WHEREOF, the parties have executed this Lease, consisting of the foregoing provisions, the General Provisions set forth below, and the Exhibits attached, effective as of the date first above written.

LANDLORD**TENANT(S)**

TPM, LLC

by: _____
Benjamin E. Nistler, *Manager*

GENERAL PROVISIONS

1. Term. The term of this Lease shall begin on the Beginning Date and end on the Ending Date specified in the Basic Lease Provisions), both dates inclusive, unless sooner terminated pursuant to this Lease or subsequently extended by written agreement of the parties.

2. Rent. The monthly Rent for the Premises is specified in the Basic Lease Provisions. Rent shall be due and payable in advance without demand on the Beginning Date and on the monthly payment date stated in the Basic Lease Provisions for each month thereafter during the Term. If the Term shall begin on any date other than a Payment Date or shall end on any day other than the day preceding a Payment Date, Rent shall be computed on a pro-rata basis for the partial month arising therefrom. Rent shall be paid to Landlord at Landlord's address written above or at such other place as the Landlord may designate in writing. Rent payments received past due are subject to a \$50.00 late fee. A monthly payment is late if: 1) a check is dishonored by the Tenant's bank (insufficient funds); or 2) the payment is not delivered in person to Landlord (or Landlord's designated agent) or postmarked on or before the due date. If Tenant's check is returned due to insufficient funds, Tenant shall pay Landlord an NSF fee of \$30.00 in addition to late fees. Any payment for rent or other obligation set forth herein made after it is due (and accepted by Landlord) shall include all late payment fees and other charges, and in the event that a late fee or other charge is due on any payment, the payment shall not be considered made until the entire payment and the late fee and/or other charge is paid. Any payment received shall first be applied to amounts currently past due. Acceptance of said late fee or other charges by Landlord shall not constitute a waiver of any of Landlord's rights herein.

3. Security Deposit. The security deposit specified in the Basic Lease Provisions shall be paid by Tenant to Landlord upon execution of this Lease. The security deposit paid by Tenant to Landlord shall be held by Landlord as security for the faithful performance by Tenant of the terms and conditions of this Lease. This deposit may be applied by Landlord, in the manner provided by Montana Code Annotated, Title 70, Chapter 25, toward reimbursement for any costs reasonably necessary to repair any damage to the Premises caused by Tenant, to clean the Premises (where Tenant has not left the Premises as clean as Tenant found them) or for due and unpaid Rent. Prior to or contemporaneously with signing this Lease, Landlord has furnished Tenant with a separate statement of the condition of the Premises at the beginning of Tenant's occupancy, receipt of which Tenant hereby acknowledges. The security deposit shall at all times remain at the amount specified in the Basic Lease Provision and Tenant shall replenish the security deposit should Landlord use any portion of the security deposit as set forth herein.

4. Occupancy and Use of Property. Only those persons named as Tenant and the Permitted Occupants above shall be permitted to occupy the premises. Tenant's bona fide temporary guests (persons staying less than ten days) may be allowed on the Premises without written notification to the Landlord. All other occupants will be allowed only after written notification and written approval of Landlord. Tenant shall use the Premises for residential purposes only. Without waiving any other remedies, Landlord may charge the Tenant a \$50.00 per day charge for each day an unauthorized occupant occupies the Premises.

5. Compliance with Laws. Tenant shall comply with all laws, ordinances, rules, and orders of appropriate governmental authorities pertaining to the use, maintenance, cleanliness, occupancy, and preservation of rented Premises. Tenant shall also comply in all respects with all covenants and restrictions applicable to the Premises. No marijuana, medical or otherwise, shall be used or grown on the Premises.

6. Utilities and Services. For those Utilities/Services that are designated as Payable to Landlord in the Basic Lease Provisions above, Tenant agrees to pay to Landlord the amounts designated in the Basic Lease Provisions each month concurrent with Tenant's payment of Monthly Rent, and failure of Tenant to make such payments shall be considered as nonpayment of rent. All Utilities/Services are to be used for normal household purposes. Should Tenant abuse or waste of Utilities paid by Landlord or if there is an increase in Utilities or Service rates, Landlord reserves the right to adjust the amount for Utilities/Services accordingly by providing Tenant with 30 day written notice and Tenant agrees to pay such increased amount thereafter.

Tenant shall arrange and pay for in a timely manner all other utilities and services used by Tenant in the Premises, including but not limited to water, electricity, gas, trash removal, telecommunications, cable television, and internet services. Tenant gives all utility companies authorization to inform Landlord when the services are terminated or switched back into Landlord's name or any name other than that of the Tenant, including (but not limited to) the following: Northwestern Energy, City of Belgrade, RAE Water and Sewer, Utility Solutions, CenturyLink, Opticom, Charter, City of Bozeman, Allied Waste, Republic Services, DISH Network, and DirecTV. Landlord is further authorized to obtain information from said companies regarding the status, including amounts due and owing by Tenant, during and following this tenancy.

7. Owners Association Fees. In the event that the Premises are a condominium unit or are otherwise subject to assessment by any owner's association ("Association"), Landlord shall pay all assessments for general and limited expenses made by the Association; provided, however, that Tenant shall be responsible for and shall promptly pay all special assessments made by the Association to offset Tenant's extraordinary use of the Premises or common property or to bring Tenant into compliance with the requirements of any applicable bylaws or declaration of covenants, conditions, and restrictions. Tenant agrees to pay all fines levied due to Tenant's violation of any rule, regulation, or covenant.

8. Tenant's Obligation to Maintain Premises. Tenant shall keep and maintain the Premises in a clean and sanitary condition at all times. If damage to the Premises (other than normal wear and tear) is caused by acts or neglect of Tenant or others occupying the Premises with Tenant's permission, Tenant shall repair such damage at Tenant's own expense. Upon Tenant's failure to make such repairs and after reasonable notice by Landlord, Landlord may cause such repairs to be made, and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord plus twenty percent (20%), and such amounts shall be immediately due and payable by Tenant to Landlord. Tenant shall be responsible for any glass breakage caused by vandalism or otherwise. If Tenant is responsible for landscape maintenance as set forth above, such landscape maintenance shall be done on an as needed basis, including cutting of grass, watering of trees (and other vegetation), and leaf raking. If Tenant is responsible for snow removal as set forth above, Tenant shall remove all snow from all adjacent sidewalks and the driveway within 24 hours (or earlier if required by law or covenant). Tenant shall immediately notify Landlord of any condition which could create a potentially hazardous condition or place the Premises or occupants in danger.

9. Landlord's Obligation to Repair and Maintain Premises. Landlord shall comply with the provisions of the Montana Residential Landlord and Tenant Act, including Montana Code Annotated §70-24-303, and requirements of local law with respect to Landlord's duties to maintain and repair the Premises.

10. Alterations. Tenant shall make no alterations, additions, touch up paint or improvements in or to the Premises without the prior written consent of Landlord. All alterations, changes, and improvements, built, constructed or placed on the Premises by the Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the Premises at the expiration or sooner termination of this Lease.

11. Tenant Subleasing and Assignment. Tenant shall not sublet the Premises or assign Tenant's rights and obligations under this Lease without Landlord's written consent, which consent may be withheld by Landlord in Landlord's sole discretion.

12. Landlord Assignment; Liability. Landlord may assign Landlord's rights and obligations under this Lease without Tenant's consent. If Landlord conveys the Premises in a good faith sale to a bona fide purchaser, Landlord shall be relieved of liability under this Lease and the Montana Residential Landlord and Tenant Act for all events occurring after written notice to Tenant of the conveyance. Landlord shall remain liable to Tenant for all prepaid rent and for all security recoverable by Tenant pursuant to Title 70, chapter 25, Montana Code Annotated (Residential Tenants Security Deposits).

13. Animals. Unless otherwise provided in the Basic Lease Provisions, Tenant shall keep no animals, birds, fish or other pets on or about the Premises without the prior written consent of Landlord. Tenant shall be liable for any damage or injury caused by the pet(s). Tenant agrees to indemnify, hold harmless, and defend Landlord against liability, judgments, expense (including attorney's fees), or claims by third parties for injury to a person or damage to property caused by Tenant's pet(s).

Tenant agrees that Landlord and Landlord's agents and employees have the right to enter the Premises without prior notice if there is reasonable cause to believe that a pet has been left alone and is creating a disturbance or any other emergency situation appears to exist. Landlord shall attempt to contact Tenant before entering the Premises and shall enter only if unable to contact Tenant within a reasonable amount of time. Landlord may make any appropriate arrangements for the pet's care, including placing it in a temporary home. Landlord may deduct any costs from Tenant's pet deposit for any costs incurred.

14. Dangerous Materials. Tenant shall not permit any combustible materials or Hazardous Materials (as such term is hereinafter defined) to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises. As used herein "Hazardous Materials" means any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under applicable law. If Hazardous Materials are used, stored, generated, or disposed of on or on the Premises, or if the Premises become contaminated at any time after the possession date in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term of this Lease and arising as a result of such

contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision.

15. No Smoking. Unless otherwise provided in the Basic Lease Provisions, no smoking shall be permitted in the Premises or building.

16. Vehicles. No more than the total number of vehicles set forth above in the Basic Lease Provisions are allowed to be maintained by Tenant, including vehicles located on Premises and on parked on the adjacent street. Non-operative or unlicensed vehicles are not permitted on the Premises or on any adjacent street. Vehicles may not be worked on or repaired in the open on the Premises. If the Tenant does not remove any non-operative or unlicensed vehicle within five (5) days of notice from Landlord, Landlord may remove such vehicle and the cost for towing and storage shall be charged to Tenant. Landlord shall not be liable for any towing and storage fees or damages of whatever nature caused by the towing of Tenant's non-operative or unlicensed vehicles. Recreational vehicles, trailers and boats are permitted only with the prior written consent of Landlord.

17. Miscellaneous Provisions and Restrictions

Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress. Lawn furniture, toys and others such items must be stored inside and may not be left on any lawns, walks, driveways or entrances.

Satellite dishes and radio or television aerials shall not be placed or erected on the roof or any part of the exterior without the prior written consent of Landlord.

Tenant shall not bring, keep or maintain any waterbed on the Premises without written consent of Landlord.

No nails, screws or adhesive tape or hangers may be placed in the walls, woodwork or other part of the Premises.

Tenant shall not place indoor furniture outside at any time.

Tenant shall not allow garbage or other unsightly debris to accumulate on the Premises. Garbage cans may not be left on the street other than the day of garbage pick-up service.

Tenant shall not remove or tamper with any washer pans located on the Premises.

Tenant shall not add, re-key or replace any lock without the expressed written permission of Landlord. If all keys are not returned upon vacating the Premises, Tenant is responsible for all costs of re-keying the Premises.

Tenant shall conduct himself/herself and require other persons on the Premises by consent of Tenant to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their own premises.

Nothing shall be stored on any porch or balcony other than patio furniture. Barbeques must not be used or stored within 20 feet of the building.

The Premises shall not contain excessive decorations, displays, ornaments, or artwork. If the Landlord determines in its sole discretion that any yard decoration, ornament, display, or artwork is inappropriate, offensive, excessive, or a nuisance, the Tenant shall remove said decoration, ornament, display, or artwork within five (5) days of said notice from the Landlord. Tenant may display religious, cultural and holiday decorations on the Premises subject to the Landlord's right to regulate the time, place, and manner of displays that are visible from the exterior of the Premises. Visible decorations are permitted provided: (1) they are customary for residential neighborhoods; (2) they are to scale or proportionate to the size and setback of the Premises; (3) they do not create a noise or light disturbance for neighbors; (4) they are appropriate for the holiday; (5) they are installed no earlier than 30 days before the holiday and are removed within 30 days after the holiday; and (6) the Premises are not damaged in any manner.

18. Destruction of Premises. If the Premises become partially or totally destroyed during the term of this Lease, the provisions of Section 70-24-409, Montana Code Annotated shall apply.

19. Lockouts. Tenant shall be responsible for payment of all costs and expenses resulting from Tenant locking himself or herself out of the Premises, including but not limited to locksmith charges. Landlord shall have no obligation to remedy a lockout. If, however, Tenant requests and Landlord agrees to open the Premises, Landlord may charge a reasonable fee for such service. The minimum amount of such fee shall be \$50.

20. Insurance. Tenant shall carry such fire, extended coverage or other insurance as Tenant shall determine is needed for the protection of Tenant's personal property and possessions.

21. Indemnification. Landlord shall not be liable for any damage to property or any injury to persons caused by the intentional misconduct or the negligent acts or omissions of Tenant or any of Tenant's employees, agents or invitees on the Premises. Tenant shall indemnify Landlord against any claim arising therefrom, including reasonable attorneys fees. Landlord shall not be liable to Tenant, nor insure Tenant, for any personal injury or property damage caused by the act or omission of any other Tenant or third party, or by any criminal act or activity, war, riot, insurrection, fire, earthquake, weather event, or act of God. Tenant acknowledges responsibility for securing renter's insurance to cover Tenant's personal property against any loss or damage.

22. Default. If Tenant breaches any term of this Lease, Landlord may deliver written notice to Tenant specifying the acts and omissions constituting the breach/noncompliance and stating that this Lease will terminate upon a date specified in the notice not less than the minimum number of days, set forth below, after receipt of the notice. This Lease shall terminate as provided for in the notice unless Tenant adequately remedies the breach/noncompliance before the date specified in the notice.

- A. unauthorized person residing on the Premises: 3 days
- B. nonpayment of rent and other charges: 3 days
- C. destruction, defacement, damage, impairment of the Premises: 3 days
- D. any other noncompliance or breach: 14 days (except if a shorter time period is permitted under Montana law)

If substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within 6 months, Landlord may terminate this Lease upon at least 5 days' written notice specifying the noncompliance and the date of the termination of the Lease and Tenant shall have no opportunity to remedy or cure the noncompliance. All persons listed as Tenant shall be jointly and severally liable for all obligations of Tenant under this Lease.

Tenant's obligations under this Lease shall not terminate if Tenant abandons the Premises prior to the expiration of the lease term. In the event of such abandonment, Tenant shall continue to be liable for all rent, utilities, and other charges until the expiration of the lease term subject to Landlord's duty to mitigate its damages.

23. Right of Entry by Landlord. Landlord may enter the Premises only for the following purposes: to deal with an emergency (such as fire or plumbing failure); to make necessary or agreed repairs, decorations, alterations or improvements; to supply necessary or agreed services; or to show the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Except in the case of emergency entry, Landlord must give at least 24 hours prior notice of Landlord's intent to enter and the date, time, and purpose of the intended entry, and such entry must be at reasonable times.

24. Surrender of Premises. On the Ending Date or upon the sooner termination of this Lease, Tenant shall surrender possession of the Premises to Landlord in as good state and condition as they were at the Beginning Date, reasonable use and wear and tear excepted. On or before such expiration or termination, Tenant shall remove Tenant's personal property and all dirt, rubbish and refuse in or upon the Premises so as to surrender the Premises in a good, clean, and sanitary condition. Tenant agrees to have all carpets in the Premises professionally cleaned upon Tenant moving out of the Premises. Tenant shall return all keys and garage door openers to Landlord upon the expiration or termination of this Lease.

25. Abandonment. Pursuant to Montana Code Annotated §70-24-322, Tenant must notify Landlord of Tenant's intent to be absent from the Premises for a period in excess of seven (7) days. Such notice shall be given in writing not later than the first day of such intended absence. In the event of seven (7) days absence without notice, the Premises may be deemed abandoned, this Lease immediately terminated, and Landlord may arrange for the removal, storage, and disposition of Tenant's personal property in the manner provided by law. At all times, Tenant shall keep the Premises adequately heated to prevent pipes from freezing.

26. Disposition of personal property abandoned by tenant after termination. The following notice to Tenant is given pursuant to Section 70-24-430, Montana Code Annotated

(1)

(a) If a tenancy terminates in any manner except by court order and the landlord has clear and convincing evidence that the tenant has abandoned all personal property that the tenant has left on the premises and a period of time of at least 48 hours has elapsed since the landlord obtained that evidence, the 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.

(b) An item that is clearly labeled "rent to own" or "leased" or likewise identified may be discarded only with confirmation from the lessor that the item does not have a lien, provided that the lessor can be easily identified from the label and the landlord makes a reasonable effort to contact the lessor.

(c) For the purposes of this subsection (1), the following definitions apply:

(i) "Hazardous" means an item that is potentially or actually flammable or a biohazard or an item otherwise capable of inflicting personal harm or injury.

(ii) "Perishable" means any item requiring refrigeration or any food item with a marked expiration date.

(iii) "Valueless" means any item that has an insubstantial resale value but does not include personal photos, jewelry, or other small items that are irreplaceable.

(2) The landlord shall inventory and store all abandoned personal property of the tenant that the landlord reasonably believes is valuable in a place of safekeeping and shall exercise reasonable care for the property. The landlord may charge a reasonable storage and labor charge if the property is stored by the landlord, plus the cost of removal of the property to the place of storage. The landlord may store the property in a commercial storage company, in which case the storage cost includes the actual storage charge plus the cost of removal of the property to the place of storage.

(3) After complying with subsection (2), the landlord shall make a reasonable attempt to notify the tenant in writing that the property must be removed from the place of safekeeping by sending a notice with a certificate of mailing or by certified mail to the last-known address of the tenant, stating that at a specified time, not less than 10 days after mailing the notice, the property will be disposed of if not removed.

(4) The landlord may dispose of the property after complying with subsection (3) by:

(a) selling all or part of the property at a public or private sale; or

(b) destroying or otherwise disposing of all or part of the property if the landlord reasonably believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable value of the property.

(5) If the tenant, upon receipt of the notice provided in subsection (3), responds in writing to the landlord on or before the day specified in the notice that the tenant intends to remove the property and does not do so within 7 days after delivery of the tenant's response, the tenant's property whether of value or not is conclusively presumed to be abandoned. If the tenant removes the property, the landlord is entitled to storage costs for the period that the property remains in safekeeping, plus the cost of removal of the property to the place of storage. Reasonable storage costs are allowed a landlord who stores the property, and actual storage costs are allowed a landlord who stores the property in a commercial storage company. A landlord is entitled to payment of the storage costs allowed under this subsection before the tenant may remove the property.

(6) The landlord is not responsible for any loss to the tenant resulting from storage unless the loss is caused by the landlord's purposeful or negligent act. On the event of purposeful violation, the landlord is liable for actual damages.

(7) A public or private sale authorized by this section must be conducted under the provisions of 30-9A-610 or the sheriff's sale provisions of Title 25, chapter 13, part 7.

(8) The landlord may deduct from the proceeds of the sale the reasonable costs of notice, storage, labor, and sale and any delinquent rent or damages owing on the premises and shall remit to the tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant cannot after due diligence be found, the remaining proceeds must be deposited with the county treasurer of the county in which the sale occurred and, if not claimed within 3 years, must revert to the general fund of the county available for general purposes.

(9) The landlord shall ensure that the terms of this section are included in plain and understandable language as a notification in any lease or rental agreement at the time of the agreement or when the tenant occupies the property. The landlord shall provide the same notification upon termination of the lease or rental agreement.

27. DISCLOSURES

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 the local law enforcement agencies as part of Montana's Sexual and Violent 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 Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

MOLD DISCLOSURE. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. 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 extent of the health problems caused by mold or 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 seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides 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 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

The undersigned Landlord discloses that it has 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. To Landlord's knowledge, the real property subject to this Agreement has not been tested for mold.

28. Time of Essence. Time is of the essence of this Lease with respect to Tenant's payment of Rent and performance by the Tenant of Tenant's other Lease obligations.

29. Attorney Fees. In any action brought by the Landlord or the Tenant to enforce any of the terms of this Lease, the prevailing party in such action shall be entitled to such reasonable costs and attorney fees as the court shall determine just.

30. Notices. Unless otherwise specifically provided in this Lease, notices required hereunder shall be in writing and shall be deemed properly served if hand delivered or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the address set forth at the head of this Lease (or to such other addresses as either party may subsequently designate).

31. Nonwaiver. Landlord's failure to require strict compliance with the conditions of this Lease or to exercise any right provided for herein, shall not be deemed a waiver of such default, nor limit Landlord's rights with respect to that, or any subsequent default.

32. Severability. If any term or provision of this lease shall be determined by a Court to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision in this Lease is capable of two constructions, then the provision shall be interpreted to have the meaning which renders it valid.

33. Survival. All rights and obligations that by their nature are to be performed after any termination of this Lease shall survive any such termination.

34. Headings. The headings of paragraphs are for convenience only and do not limit, expand or construe the contents of the paragraphs.

35. Applicable Law. This Lease and any disputes arising hereunder shall be governed hereafter and construed and enforced in accordance with the laws of the State of Montana, without reference to principles of choice or conflicts of laws.

36. Prior Agreements Superseded. This Lease supersedes the prior understandings or written or oral agreements between the parties regarding the subject matter.

37. Counterparts; Facsimile/Email. This Lease may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument. Any such counterparts may be a facsimile or email transmission copy thereof, which shall be as valid and effectual as the original of that counterpart.

38. Lock Outs. If Tenant loses or misplaces keys and management is contacted to remedy the tenants access there will be a fee of \$50.00 assessed.

39. ADA Accessible Units. If Tenant leases ADA accessible ground floor unit with garage and does not have a disability requiring accessibility, Landlord reserves the right to move Tenant into a substantially similar non-accessible unit and the terms and conditions of this Lease shall remain in effect.