

Montana Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within 30 days after the tenancy ends or the Premises are surrendered and accepted, whichever comes first, the Landlord gives the Tenant a written list of any rent due and any damage and cleaning charges and returns the balance, mailed to the new address the Tenant provides or otherwise to the Tenant's last known address, and returns the whole deposit within 10 days when there is no damage, no cleaning needed, and no unpaid rent or utilities.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord gives at least 24 hours' notice of the intent to enter and enters only at reasonable times, except in an emergency or when notice is impracticable.

9. Ending the lease and default

Either party ends a month-to-month tenancy with at least 30 days' written notice before the date named in the notice, and a week-to-week tenancy with at least seven days' written notice. If rent is unpaid or a term is broken, the Landlord gives the written notice Montana law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ Name and address of the person authorized to manage the Premises and of the owner or agent who accepts service of process and notices (Mont. Code 70-24-301)
- ☐ Any known mold on the Premises and the results of any mold testing (Mont. Code 70-16-703)
- ☐ A signed written statement of the present condition of the Premises when a deposit is required (Mont. Code 70-25-206)
- ☐ Any known use of the Premises as a clandestine drug lab, or known contamination, until remediation is certified (Mont. Code 75-10-1305)

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name