

Rental or Lease Agreement

Rental agreement made and entered into this _____ by and between (Landlord) and (Tenant) for the premises located at:

Missoula Montana 59801 (Premises).

The parties have further agreed:

1. Term

This agreement is to begin on _____ and is an agreement for the specific term of _____ months, ending on _____.

2. Rent

Monthly rent: \$ _____ payable to _____
_____ must be received on or before the first day of each month.

Payment will be delivered to _____. Tenant will be charged a late fee of \$10 per day beginning after a grace period of three days. Late fee due with current rent. First month rent and deposit shall be in the form of cash, cashiers check, or money order.

3. Deposit Landlord acknowledges receipt of _____ as a deposit to be held by the landlord as security for the faithful performance of the terms of this agreement.

Deposit shall be returned to tenant without interest at the end of this agreement upon the full performance by tenant of the terms of this agreement including the following:

At the time of termination of this agreement and upon final inspection of the premises and determination by landlord there shall be:

- A. No unpaid rent due to landlord.
- B. No damages or additional cleaning for which tenant is responsible.
- C. Proof of full payment of utilities for which tenant is responsible.
- D. All personal property and refuse of tenant shall be removed and properly disposed of.
- E. Premises shall be in clean, undamaged, and rentable condition, excluding normal wear and tear.
- F. All keys are returned to landlord.

Landlord shall then deliver to tenant within ten days the full amount of deposit.

If any of the above conditions are not met, landlord shall deduct from deposit the necessary expenses to remedy said conditions.

Any remaining balance of deposit shall be returned to tenant. If tenant requests an itemized statement of deductions, landlord shall deliver same to tenant within thirty days after termination of this agreement.

The total deposit shall be forfeited if tenant does not occupy the premises for the minimum period.

4. Tenant Shall:

- A. Pay all rents promptly when due.
- B. Occupy premises as private residence only. It is expressly prohibited for any part of premises to be used for the purpose of any business or trade without landlord approval.
- C. Pay for damage to the rental unit and furnishings including appliances belonging to landlord, caused by any act of negligence of tenant or guest.
- D. Promptly place garbage & refuse inside container provided.
- E. Refrain from acts or practices which disturb other tenants or neighbors from peaceful enjoyment of their premises.
- F. Keep rental unit in clean and sanitary condition.
- G. Notify landlord immediately of any plumbing, electrical, mechanical, or any other equipment or part of the premises that should become faulty, damaged, or in disrepair. Call 531-7576
- H. Maintain safety of internal stairs, walkways, and hallways including common areas by keeping them free of obstructions and debris. Maintain the same safety of external stairs, walkways, and entrances including shoveling snow.
- I. Maintain working smoke detectors.

5. Landlord Shall be Responsible For:

- A. Maintenance and repair due to normal wear and tear of the exterior and interior of the premises.
- B. Repairs due to normal wear and tear of sewer, heating, all landlord-owned appliances, wiring, and plumbing fixtures.
- C. Repairs to all common area doors, windows, and stairs.
- D. Locks on all external doors and on doors to common areas.
- E. Maintaining the premises and common areas in accordance with city or county housing, building, and zoning code standards.

If any of the above repairs are made necessary by the negligence of tenant or guests, tenant shall be responsible for the cost of repairs.

6. Landlord's Right of Inspection

The landlord and landlord's agents shall have the right to enter and inspect premises at reasonable times to insure the safety and maintenance of the premises and to show the premises to prospective tenants after notice to vacate has been received. Except in case of emergency or pursuant to court order, landlord shall give 24 hours notice before entering rental unit, and then may enter only with tenant's consent. Landlord shall enter at reasonable times and in a reasonable manner. Landlord shall not abuse the right of access, nor use it to harass tenant. Tenant shall not unreasonably withhold consent for access to the premises by landlord.

7. Alteration of Premises

Tenant shall not materially alter the premises. Any alterations or improvements including painting and landscaping must have written permission of landlord.

8. Termination

Termination of a month to month rental agreement by landlord or tenant must provide 30 day notice. A longer term rental agreement may not be terminated early unless tenant has breached rental agreement or by mutually signed agreement of landlord and tenant. In the event of any breach of the payment of rent, or other breach of this agreement, landlord shall have full rights to immediately terminate this agreement.

10. Utilities.

Landlord agrees to pay all charges for _____

Tenant agrees to pay all charges for _____

11. Assignment and Subletting

Tenant shall not sublet all or any part of the premises, nor assign this agreement or any interest in it without landlord's prior written consent.

12. Pets

No Pets will be kept by tenant at the premises unless approved by landlord.

13. Smoking

No smoking in or around the premises.

14. Disturbances

Tenant and/or guests of tenant shall not cause or create excessive noise nor engage in any conduct which disturbs other residents or immediate neighbors. Quiet time is from 10:00PM to 8:00AM.

15. Guests

Persons not on the rental contract who reside on premises longer than 14 days are no longer guests and as such must submit a rental application and be added to rental agreement. Exceptions must have prior approval of landlord.

16. Disclaimer of Liability

Tenant agrees that landlord will not be liable for any damages or injury to tenant or guests of tenant or their property from whatever cause arising from the occupancy of premises.

17. Responsibility of Personal Property

Landlord shall not be responsible for tenant's personal property stored on the premises. Landlord shall maintain the security and safety of the premises to the best of landlord's knowledge.

18. Repairs

Tenant acknowledges that the premises leased hereby have been inspected and found fit for use intended by tenant. Tenant agrees to promptly report any leaking faucets, water running in the toilet, faulty electricity, or any problem that needs attention. Failure to report needed repairs in a timely manner may result in preventable repair costs being held from security deposit. Landlord will make the following repairs or alterations to the rental unit:

19. Additional Terms

Further, the following additional terms are agreed to by both parties: _____

Landlord Name & Signature

Date

Tenant Name & Signature

Date

form revised 7/17/13