

West Main Flats

2307 W. Main St. • #100 • Bozeman, MT 59718
(406) 586-1441



1

Residency and Financials

1.1 PARTIES

TENANT(S):

<<Tenants (Financially Responsible)>>

LANDLORD: Stacey Hansen licensed Montana Property Manager
RRE-RPM-LIC-79686

Premises:

<<Unit Address>>

TERMS, RULES, AND REGULATIONS: Parties agree that each of the general and special terms of this LEASE and of LANDLORD'S Rules and Regulations, if any, constitutes an independent condition of TENANT(S)'s right to possession of the Premises. Any failure by TENANT(S) to comply with one or more of such terms shall constitute default here under and LANDLORD may terminate this LEASE and TENANT(S)'s right to possession of the premises in any manner provided by law. LANDLORD hereby notifies TENANT(S) that LANDLORD is authorized to manage the premises, on behalf of its owner, as the owner's representative and that the LANDLORD is authorized to accept service of process, notices and demands on behalf of the owner.

1.2 LEASE DURATION OR TERMS

The terms of this tenancy is for the period to begin on <<Lease Start Date>> and end on <<Lease End Date>>.

1.3 PAYMENT

TENANT(S) agrees to make payments to WEST MAIN FLATS in the amounts as follows:

\$840 Monthly Rental for 1-2 people.

\$200 Utilities (electricity, heat, water, sewage & household trash).

\$60 Taxes for property taxes, special assessments, etc.

\$ Additional Appliances/Air Conditioners are extra monthly fees

\$ Additional Vehicle Charge

\$ Insurance for Landlord's Required Resident Liability Insurance

\$1,100.00 TOTAL DUE PER MONTH

TENANT(S) agree that if there is an increase in the market utility prices, taxes, or insurance during the term of this agreement, the LANDLORD has the right to increase the Utilities, Taxes, or Insurance charges proportionately. LANDLORD will give TENANT(S) a thirty (30) day written notice of this increase in the Utilities, Taxes or Insurance charge. Funds that are paid toward

utilities, and taxes by TENANT(S) which are not used by LANDLORD to pay for utilities and taxes, are considered rent.

1.4 PAYMENT PROCESS

TENANT(S) shall make payment to West Main Flats at 2307 W. Main, Bozeman, Montana 59718 or online on the Tenant Portal. **TOTAL MONTHLY CHARGE IS DUE AND PAYABLE BY CHECK, MONEY ORDER OR ONLINE BY THE FIRST DAY OF THE MONTH BY 5 P.M.** Write on the payment for whom and which unit the payment is to be applied. Payments in cash are not accepted.

1.5 LATE PAYMENTS AND NOTICE FEES

Payments received after 4:00 p.m. on the fourth (4th) day of the month are to be paid in the form of a money order or cashiers check and will incur a **LATE FEE OF \$10.00 PER DAY** starting from the second (2nd) of the month and will be considered liquidated damages and not as interest. The ability to pay charges online through your Tenant Portal will be removed. The TENANT(S) agrees to pay a **SERVICE OF NOTICE FEE OF \$30.00** in the event the landlord serves any notice for violations of this agreement. Notices can be served by phone, text, mail, email or placing notices in the door. Such notices shall include but not be limited to Rent Past Due notices, nuisance notices, Pay or Vacate notices and other such notices that are either required or allowed by this agreement or Montana law. Fees must be paid at the time the **TOTAL MONTHLY CHARGE** payment is made. An example is if you do not pay rent by 4:00 p.m. on the 4th day of the month, then on the 5th day there will be a \$40 late fee (for the 2nd to the 5th) plus a \$30 service of notice fee for a total of \$70 due on the fifth. The ability to pay online through your tenant portal will be turned off after 4:00 p.m. on the 4th day of the month and you will need to pay the original monthly rent charge plus the \$70 in fees in the form of a cashiers check or money order only. TENANT(S)'S shall be in default if a monthly installment is not paid in full by 8 a.m. on the 6th day of the month and the eviction process will begin. If rent is not paid when due and TENANT(S) fails to pay rent within three (3) days after written notice of nonpayment and LANDLORD'S intention to terminate the LEASE, LANDLORD may immediately terminate the LEASE and bring action for eviction according to Montana Law. It is further agreed that if TENANT(S) should fail to pay the rent herein stipulated promptly when due, or should fail to comply with any and all other provisions of this LEASE, LANDLORD or his agent may bring appropriate legal action to recover possession of the premises, damages and delinquent rent. Any and all payments will be first applied to any and all outstanding costs or fees owed to the LANDLORD and the balance be applied to rent.

1.6 SECURITY DEPOSIT

TENANT(S) shall deposit with LANDLORD the sum of <<Security Deposit Charges>> to secure TENANT(S) compliance with all the conditions of this LEASE. **THIS DEPOSIT DOES NOT RELIEVE TENANT(S) FROM THE OBLIGATION TO PAY ALL MONTHLY INSTALLMENTS OF ALL RENT OR MONTHLY CHARGES WHEN DUE;** shall not prevent default for nonpayment of rental and shall not limit the amount of TENANT(S) monetary liability under the LEASE. LANDLORD may, in accordance with

Montana Law, apply this deposit to unpaid rental, late fees, bad check charges, unpaid utilities, cleaning and damage charges, the cost to replace missing items, fees for pets, interest, or costs of legal fees. The cost of steam cleaning carpets (carpets are not to be shampooed) will be deducted from the Security Deposit should proof of professional steam cleaning not be provided by TENANT(S) when TENANT(S) return the keys to the LANDLORD.

Security Deposit refunds are to be equally divided between TENANT(S) unless otherwise agreed upon by the TENANT(S). Disputes regarding division of the Security Deposit are between TENANT(S) and not the LANDLORD. Upon termination of the tenancy, LANDLORD will within 30 days deliver to TENANT(S) a written list of any deductions from the Security Deposit and payment of the balance due to TENANT(S). Said list and payment will be mailed to the address provided by the TENANT(S) to the LANDLORD prior to moving out. If the deposit is insufficient to satisfy the demands, LANDLORD may collect the deficiency from TENANT(S).

Interest accrued in the bank account or other monetary vehicle that holds these funds will be paid to the LANDLORD for services rendered in maintaining such accounts.

1.7 SERVICES PROVIDED WITH RENT

The payment includes rent, electricity, heat, water, sewer, household garbage, and basic internet connection provided by Xtreme Communications. To get connected to the internet service you need to contact Xtreme Communications at 406-920-2045. Tenant agrees that if there is an increase in the market price of internet service, the manager has the right to increase the rent proportionately with a thirty (30) day written notice or terminate this service and not include this service as part of the rent/monthly charges with no decrease in the rent/monthly charges.

Upgrades to the basic internet connection are available from Xtreme Communications. Upgraded internet service is arranged and billed through Xtreme Communications directly. If tenant becomes delinquent in paying for an upgraded internet plan, the entire internet connection will be turned off until the delinquent fees are paid in full. There will not be a return to the free plan until the account is up to date.

1.8 AIR CONDITIONING UNITS

Tenant shall notify manager in writing of their intent to use an air conditioner so the manager may ensure that the unit will be properly installed. Installation of the air conditioning unit shall be approved by the manager. A fee of \$60.00 per air conditioner shall be charged for each month the air conditioner unit or hoses are present in the window to cover increased utility usage.

1.9 ADDITIONAL APPLIANCES

Tenant shall notify manager in writing of their intent to use an additional refrigerator or freezer so the manager may ensure that the unit will be properly installed. Installation of the appliances shall be approved by the manager. A fee of \$30.00 per appliance per month shall be added to the monthly rent.

1.10 BAD CHECK

A bad check shall be subject to the current NSF fee allowable by the law, service of notice and late fees, and shall constitute a default of the rental agreement. No checks or online payments will be

accepted for late payments. Payment will be accepted in the form of money order or cashier's check. If TENANT(S) issues a bad check, LANDLORD may thereafter require that future rent be paid by money order or cashier's check.

1.11 REQUIRED RESIDENT LIABILITY INSURANCE

1 For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. Information needed would include Name of Insurance Company, Policy Number and Expiration Date with supporting documentation from the Insurance Company providing Required Insurance demonstrating coverage. Lessee is required to include West Main Flats, 2307 W. Main St., Bozeman, MT 59718 as an Additional Insured or Interested Party on their Required Insurance. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase. This can include labor costs to ensure compliance with this requirement.

Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance, includes West Main Flats as Additional Insured/Interested Party and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LRRL coverage shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Lessor is the Insured under the LRRL. Lessee is not the insured under the LRRL policy.

2. LRRL coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRRL covers the Lessee's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.

3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.

4. Licensed insurance agents may receive a commission on the LRRL policy.

5. The total cost to the Lessee for the LRRL coverage shall be nine dollars and fifty cents (\$9.50) per month. Cost cannot be prorated

and is due at time rent is due. Penalties for nonpayment will be assessed.

Scheduling under the LRRL policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRRL policy will be terminated by the Lessor. Payments for LRRL coverage are not refundable. Billing for LRRL coverage will stop the month after proof of Required Insurance is provided.

1.12 INTEREST AND FEES

Unpaid rental, utilities and assessed charges, or failure to move out of the premises when required, may result in treble damages being assessed to TENANT(S). It is agreed between the parties that in any litigation relating to the LEASE or DEPOSITS, that the proper venue shall be in Gallatin County Montana. If there is a dispute about or arising from this LEASE, then the prevailing party may recover its attorney fees. All unpaid amounts bear 18% interest per year from due date compounded annually. Tenant agrees that, in the event manager places any unpaid balance for collection with any third party collection agency, Tenant will be responsible to pay a reasonable collection agency fee of up to 50% of the unpaid balance due. This amount is in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees (whether or not a lawsuit is filed), late fees, and any other fees. TENANT(S) SHALL RETAIN ALL CANCELLED RENTAL CHECKS, RENTAL RECEIPTS, and THEIR COPIES OF THIS LEASE, THE CONDITION OF PREMISES AND CHECKOUT SHEET, REPAIR ORDER, AND ANY WRITTEN NOTICE GIVEN TO LANDLORD.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2

Policies and Procedures

2.1 CONDITION OF PREMISES REPORT

At the end of the term, the Condition of Premises Report will be used to determine whether there is any cleaning, damage or missing items for which TENANT(S) will be charged. TENANT(S) will receive a Condition of Premises Report at move in and will sign it at that time, stating that they agree with the Condition of Premises Report. TENANT(S) will have TWO DAYS after move in to schedule an appointment to potentially add items to the Condition of Premises Report. Additions need to be reviewed and approved by the LANDLORD. IF TENANT(S) FAIL TO NOTIFY LANDLORD OF POTENTIAL ADDITIONS, THEY WILL BE BOUND BY THE Condition of Premises Report PREPARED BY LANDLORD.

2.2 WHAT CONSTITUTES NOTICE

Montana Code Annotated 70-24-108. What constitutes notice. (1) A person has notice of a fact if any of the following is true:

- (a) the person has actual knowledge of it;
- (b) in the case of a landlord, it is delivered at the place of business of the landlord through which the rental agreement was made;
- (c) in the case of a tenant or a landlord, it is transmitted to an electronic mail address provided by the tenant or the landlord in the rental agreement. Notice by electronic mail is complete on receipt of a read receipt generated by an electronic mail system or an electronic mail reply other than an automatically generated electronic mail reply.

LANDLORD electronic mail address: westmainflats@gmail.com and the LANDLORD uses property management software that sends emails ending in@bridgervillage.mailer.appfolio.us responses to these emails go to westmainflats@gmail.com.

TENANT(S) CONTACT INFORMATION

<<Tenant Contact Information>>

TENANT(S) must notify LANDLORD with 24 hours of any changes to the above TENANT(S) CONTACT INFORMATION.

- (d) in the case of a landlord or tenant, it is delivered in hand to the landlord or tenant or mailed with a certificate of mailing or by certified mail to the person at the place indicated by the person as the place for receipt of the communication or, in the absence of a designation, to the person's last-known address. If notice is made with a certificate of mailing or by certified mail, service of the notice is considered to have been made on the date 3 days after the date of mailing.

2.3 PURPOSE OF MOVE OUT PROCEDURES AND POLICIES

Purpose of move out policies and procedures is to comply with Montana Code Annotated (MCA) 70-25-201. **Security deposit -- deductions authorized therefrom.**

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

- (2) At the request of either party, the premises may be inspected within 1 week prior to termination of the tenancy.

- (3) Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis by the landlord as noted by the landlord at the time that the tenant occupies the space unless the landlord is forced to perform this maintenance because of negligence of the tenant. Additionally, cleaning charges may not be deducted until written notice has been given to the tenant. The notice must include the cleaning not accomplished by the tenant and the additional and type or types of cleaning that need to be done by the tenant to bring the premises back to its condition at the time of its renting. After the delivery of the notice, the 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. A tenant who fails to notify the landlord of the intent to vacate or who vacates the premises without notice relieves the landlord of the requirement of giving notice and allows the landlord to deduct the cleaning charges from the deposit.

(4) A person may not deduct or withhold from the security deposit any amount for purposes other than those set forth in this section.

2.4 GENERAL MOVE OUT RULES AND POLICIES

DISCLAIMER: All attempts will be made to follow Montana Code Annotated listed above. Individual circumstances may require modification of the following procedures.

Upon termination of the tenancy, TENANT(S) shall return the premises to the LANDLORD in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of all TENANT(S)'S personal property, trash and debris.

Burns, stains, holes, scratches or tears of any type or kind in the flooring, window coverings or walls, among other conditions, do not constitute reasonable wear and tear. IF TENANT(S) FAIL TO ARRANGE FOR AND CONDUCT THE MOVE OUT DATE APPOINTMENT THEY SHALL BE BOUND BY THE CHECKOUT SHEET PREPARED BY LANDLORD, and the LANDLORD shall be relieved of the requirement of giving notice and may deduct the cleaning charges from the deposit. If the apartment requires cleaning not attributable to normal wear brought about by TENANT(S)'s failure to bring the Premises to the condition it was at the time of renting, the cost of cleaning will be deducted from the Security Deposit. The cost of cleaning is based upon the current hourly professional cleaning rate for the area, and TENANT(S) will be charged accordingly by the hour. The TENANT(S) will also be charged rent for each day required to clean or repair the Premises in order to bring the Premises back to its condition at the time of renting.

2.5 TENANT BEGINS MOVE OUT PROCESS

1. Submit 30 DAY NOTICE OF INTENT TO VACATE form: See section 4. Termination on procedures for ending the rental agreement and submitting a 30 DAY NOTICE OF INTENT TO VACATE form. Per MONTANA LANDLORD TENANT LAW tenants are required to give at least 30 Days notice when vacating.
2. LANDLORD will place a RECOGNITION OF INTENT TO VACATE packet in the door of the premises. It will include: RECOGNITION OF INTENT TO VACATE form, GUIDE TO PREPARING TO MOVE OUT OF WEST MAIN FLATS, and CLEANING SUGGESTIONS.
3. LANDLORD will also schedule a PRE-MOVE OUT CHECK. This is NOT the final check out inspection for cleaning and damages. The PRE MOVE OUT CHECK is a quick 10 minute check for any major renovations (carpet, water heater etc) that will need to be scheduled before a unit can be listed for new tenants.

2.6 GUIDE TO PREPARE FOR MOVE OUT DATE:

1. Notify telephone, cable TV, satellite TV, newspaper & magazine subscriptions, internet and insurance providers, your bank, your health care provider and all other services that mail bills or notices to you of your change of residence.

2. Notify United States Postal Service of your change of residence. (www.usps.com)
3. Change ALL saved shipping addresses for your online orders on sites such as Amazon, Paypal etc or sites your frequently order from such as Target or other retailers.
4. Remove your personal items from the premises. Do not dump couches, chairs, mattresses, beds or other large items in the dumpsters. Do not dump TVs, computers, monitors, refrigerators or other toxic waste in the dumpsters. You are responsible for disposing of all items according to local laws. Go to www.gallatinsolidwaste.org for directions on disposing of your items. Refrigerators can be taken to Four Corners Recycling. Some items can be recycled for money such as microwaves at local recyclers. Google Bozeman mattress disposal for current mattress disposal options.
5. Clean the apartment to the same condition as noted on the CONDITION OF PREMISES REPORT. Use the CLEANING SUGGESTIONS that were provided in the RECOGNITION OF INTENT TO VACATE packet to assist you in this process. The CLEANING SUGGESTIONS may not provide all of the information and procedures needed given individual circumstances. We budget a minimum of at least 8 intense hours of work to deep clean an apartment. If you do not want to clean the apartment then contact the LANDLORD at least 10 days before the MOVE OUT DATE to notify of your intent to have the LANDLORD arrange for cleaning of the premises. Cleaning rates can be given at that time.
6. Do NOT repair damages to the apartment such as: holes in the wall, damage to the paint, burns in the carpet, etc. The cost of returning the apartment to the same condition as noted on the CONDITION OF PREMISES REPORT will be determined after the FINAL APARTMENT CHECK OUT INSPECTION.
7. Carpet cleaning: There are two options:

a) Contact the LANDLORD to have them arrange for the carpets to be cleaned after MOVE OUT DATE. Our carpet cleaner has very reasonable rates. Contact the office for a current estimate. This insures that the carpets are cleaned after the unit has been fully cleaned.

b) As it is best to have the carpets cleaned after the apartment has been fully cleaned, arrange for a professional steam cleaner to clean the carpets after the LANDLORD has inspected the apartment and determined that the apartment has been returned to the same condition as stated on the CONDITION OF PREMISES REPORT. On the MOVE OUT DATE present an invoice showing that a professional steam carpet cleaner has cleaned the apartment and has been paid.

2.7 MOVE OUT POLICIES AND PROCEDURES

1. TENANT(S) must contact the LANDLORD or his agent at least one week prior to MOVE OUT DATE to schedule a FINAL APARTMENT CHECK OUT INSPECTION to take place ON OR BEFORE the MOVE OUT DATE they listed on the written 30 Day INTENT TO VACATE form. This inspection can be scheduled during normal office business hours for any Monday through Friday that is not a major holiday. West Main Flats can NOT perform FINAL APARTMENT CHECK OUT INSPECTIONS on weekends, after business hours or major holidays.
2. A) If a TENANT(S) move out date is a Monday, the cleaning and damages inspection will take place at that time, then TENANT(S) will have 24 hours from the inspection to finish the cleaning.
B). If TENANT(S) move out date is on a day from Tuesday to

Friday the cleaning and damages inspection can take place the day before or the day of, then TENANT(S) will have 24 hours to finish the cleaning.

3. During the FINAL APARTMENT CHECK OUT INSPECTION, a thorough inspection of the apartment is performed for cleanliness and for any damages as compared to the original yellow condition of premises report given to and signed by TENANTS at check in. TENANTS should **NOT attempt any repairs or painting of the unit** before this appointment. Plan on this inspection taking a full hour. The expectation is that all items will have been removed from the apartment and the unit has been thoroughly deep cleaned before the inspection takes place.
4. Upon completion of the FINAL APARTMENT CHECK OUT INSPECTION the TENANT(S) will be given a NOTICE OF CLEANING REQUIRED FOR RETURN OF SECURITY DEPOSIT [see MCA -70-25-201(3)]. This notice will list any additional cleaning, if any that still needs to be completed to return the unit to the condition it was at the time of the CONDITION OF PREMISES REPORT. Per Montana Landlord Tenant Law, TENANTS will have a full 24 hours to complete any additional cleaning deemed necessary.
5. Once 24 hours has passed after the FINAL APARTMENT CHECK OUT INSPECTION, TENANT(S) will not be given more time to clean the apartment. At this time, West Main Flats will finish any remaining cleaning and deduct the charges per hour spent cleaning from the security deposit refund.
6. Costs for cleaning and damages will not be given at the FINAL APARTMENT CHECK OUT INSPECTION. Those costs will be determined later by how much time and materials are used to return the premises to the same condition that existed when the TENANT(S) received the premises.
7. TENANT(S) will provide forwarding address(es) on the STATEMENT OF DEDUCTIONS FROM SECURITY DEPOSIT form. The address(es) that TENANTS provide on this form is/are the address(es) West Main Flats will mail the SECURITY DEPOSIT REFUND check to.
8. If TENANT(S) fail to schedule a FINAL APARTMENT CHECK OUT INSPECTION or fail to show up for a scheduled FINAL APARTMENT CHECK OUT INSPECTION, a fee will be assessed for LANDLORDS extra time in dealing with the failed inspection.

2.8 USE OF PREMISES

TENANT(S) shall not assign this LEASE or sublet or in otherwise permit the use of the Premises for any purpose other than as a private dwelling solely for the TENANT(S), and by no other persons except occasional guests, in a quiet and orderly manner and in accordance with any posted rules, and for no unlawful purposes. Guests are allowed for a maximum of 7 nights without written permission of the LANDLORD. Guests remaining longer than 7 nights must have written permission and a fee of \$100.00 per person shall be charged for each stay longer than 7 nights for each week or portion thereof.

2.9 MAINTENANCE REQUEST

TENANT(S) shall immediately notify LANDLORD by PHONE CALL TO

(406) 586-1441

(not text or through the tenant portal) of any damage to Premises, or areas requiring emergency maintenance due to the ability to

cause damage (i.e. loss of heat, dripping faucet, leaking/overflowing toilet, burst pipes or water anywhere in the unit etc.) and/or any potential hazard or danger on the Premises. All other non-emergency maintenance requests shall be made either by phone, in writing or using the Tenant Portal to notify the management office in a timely manner. In the event that damage would have been prevented by proper notification to the LANDLORD, failure to report a maintenance problem may result in repairs being assessed to TENANT(S). If the sewage system is plugged or backed up because of improper attempts of disposal by TENANT(S) or those on the Premises with TENANT(S)'S consent, TENANT(S) shall be charged the cost to repair. TENANTS are responsible for replacing lightbulbs and maintaining smoke and carbon monoxide detector batteries. All other maintenance should be referred to West Main Flats for completion. Liquid Drain Cleaners to repair clogged drains are strictly forbidden.

2.10 KEYS

You will be provided the following keys:

- Front door
- Mailbox

If all apartment and/or mail box keys are not turned in at the time of move out, the locks will have to be replaced, the cost of the lock and keys, plus the labor involved will be deducted from the Security Deposit. TENANT(S) is not to re-key or change a lock. Should TENANT(S) desire to re-key or change an undamaged lock they must submit a Maintenance Request and pay for the time and materials. TENANT(S) will be charged a service fee if they lock themselves out of their apartment and LANDLORD unlocks the entry door for them.

2.11 ABSENCE

The TENANT(S) must notify the LANDLORD of an anticipated absence from the premises in excess of 7 days no later than the first day of the extended absence; failure to do so shall allow LANDLORD TO RECOVER ACTUAL DAMAGES FROM TENANT(S). Such absence will be considered abandonment of the premises and LANDLORD may reenter and re-rent the premises.

2.12 PETS

Pets are NOT allowed on the property at any time, not even for visits. TENANT(S) shall pay for damages caused by the pet whether that pet is brought by them or a guest. Damages may include but are not limited to replacement of flooring, repaint and cleaning to remove allergens. Violation of this restriction will result in the immediate removal of the pet to the pound. Violation of this restriction is cause for eviction.

2.13 SATELLITE DISHES

TENANTS shall not place any aerial, antennas, satellite dishes or other electrical connections on the buildings.

2.14 PARTIES

No parties shall be held on the property, either inside or outside of the buildings, at any time. TENANT(S) who violate this restriction shall be deemed responsible for any damages and shall be charged the cost to clean and repair any damages. An additional fee of \$100 will be charged by the management to stop a party and/or notify the police to stop a party. Violation will be cause for

immediate eviction under the terms of Montana Law.

2.15 NOISE

PLEASE conduct your activities in and about the building in a manner so as not to interfere with the rights, comforts, or conveniences of your neighbors. The TENANT(S) agrees to conduct oneself and require other persons on the premises with the TENANT(S)'s consent to conduct themselves in a manner that will not disturb the TENANT(S)'s neighbors' peaceful enjoyment of the premises. Breaking this rule can lead to immediate eviction.

2.16 USE OF VIDEO RECORDING BY LANDLORD

Landlord hereby notifies the TENANT(S) of the possibility that representatives of the management may use video recording devices when responding to noise complaints or any other situation.

2.17 PACKAGE DELIVERY

Tenant packages delivered via United States Postal Service are delivered to the USPS package lockers. If a package does not fit into a package locker it is left at the apartment door. UPS and FedEx cannot use the Package lockers as they are federal property and only for use by the United States Post Office. Packages that are shipped via FedEx or UPS will be left outside the tenant's door. **West Main Flats is NOT responsible for lost, stolen or mis-delivered packages or Food Delivery Orders.** If a package or food order that shows as delivered is missing, tenants need to contact the carrier who delivered the package. West Main Flats does not receive any information regarding tenant's personal shipments and cannot not act on a tenant's behalf with package carriers. West Main Flats does not have closed circuit camera footage to confirm or deny delivery. If a tenant is expecting a valuable delivery, we suggest the following safety measures. For packages delivered via UPS & FedEx, go to the respective company websites and set up an account. Once you have an account, you can request that the carrier notify you of pending package deliveries and the expected delivery window. If you will not be home to receive the delivery you can contact the carrier to arrange a safe delivery option which may include having the package delivered to either the UPS store on Main Street for UPS packages or the FedEx store on College and 11th for FedEx packages so they can safely hold your package at their facility until you can pick it up. If the package will be delivered via US Postal Service and CANNOT fit into a package locker, tenants can request that it is shipped with a delivery signature required. With a delivery signature required the post office will not be able to leave the package at your door unless you are home to sign for it. Tenants can also install their own portable, non-permanent security devices if they do not modify the building structure in any way. For example, a small security camera set on the inside windowsill positioned to capture the entry door area would be acceptable. Drilling into the wall or pulling wire to install a camera is NOT acceptable

2.18 IN CASE OF FIRE

Get to a safe place. Call the fire department first (911), then contact the LANDLORD immediately.

2.19 MEGAN'S LAW DISCLOSURE

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. Information concerning registered offenders is available on the internet. If you desire

further information please contact the local county Sheriff's office, the Montana Department of Justice in Helena Montana, and the probation officers assigned to the area.

2.20 PEST

LANDLORD is unaware of any pest problem existing in the premises. Pests may be described as insects crawling or flying, mice or rats, or any other insect or animal that could be described as a pest by a licensed pest exterminator. Should a pest problem appear, TENANT(S) shall contact the LANDLORD immediately. Relief may be TENANT(S) responsibility.

2.21 LANDLORD'S LIABILITY

LANDLORD shall not be liable for, and TENANT(S) shall indemnify and save LANDLORD harmless from claims of personal injury or death, and damage or loss to property of TENANT(S)' or their guests, within the premises, or within any part of the building in which the premises are located, or upon any of the common or parking areas used in conjunction with the premises.

2.22 WAIVER OR DEFAULT

No assent, expressed or implied, by LANDLORD to any violation of any provision of the LEASE shall be deemed to be a waiver of any succeeding violations. Acceptance by LANDLORD of full payment of rent due is a waiver of a claimed breach of a rental agreement only when the claimed breach is the nonpayment of rent. Acceptance of full payment of rent due when a claimed breach is something other than the nonpayment of rent does not constitute a waiver of any right. The acceptance of partial payment of rent due does not constitute waiver of any right. LANDLORDS failure to require strict compliance with the conditions of this Rental Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default, or limit LANDLORDS rights with respect to that, or any subsequent default.

2.23 ACCESS BY LANDLORD

TENANT(S) shall allow LANDLORD to enter the premises for inspections, repairs, alterations, improvements, showing to actual or prospective TENANT(S), purchasers, workmen, contractors, or mortgagees and for emergencies. Except in the case of emergency or unless it is impractical to do so, LANDLORD shall give TENANT(S) 24 hours-notice of their intent to enter and will enter only at reasonable times. If TENANT(S) withholds consent after receiving such notice, TENANT(S)' withholding shall be deemed unreasonable. Notice is impracticable in the following events: (I). TENANT(S) is out of town. (II). such other events as are impracticable in the good faith determination of the LANDLORD.

2.24 DISCLOSURE RIGHTS/AUTHORIZATION

If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. We may report paid and unpaid amounts to credit agencies.

2.25 SEVERABILITY

If a part of this Agreement is invalid, all valid parts that are severable from the invalid part shall remain in effect. If part of this 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.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3

Responsibilities

3.1 MONTANA CODE ANNOTATED 70-24-321.

Tenant to maintain dwelling unit. (1) A tenant shall:

- (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - (b) keep that part of the premises that the tenant occupies and uses as reasonably clean and safe as the condition of the premises permits;
 - (c) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
 - (d) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
 - (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises;
 - (f) conduct oneself and require other persons on the premises with the tenant's consent to conduct themselves in a manner, that will not disturb the tenant's neighbors' peaceful enjoyment of the premises; and
 - (g) 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 the tenant to operate a limited business or cottage industry on the premises, subject to state and local laws, if the landlord has consented in writing. The landlord may not unreasonably withhold consent if the limited business or cottage industry is operated within reasonable rules of the landlord.
- (2) A tenant may not destroy, deface, damage, impair, or remove any part of the premises or permit any person to do so.
- (3) A 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;
 - (b) operation of an unlawful clandestine laboratory as prohibited by 45-9-132;
 - (c) gang-related activities as prohibited by Title 45, chapter 8, part 4;
 - (d) unlawful possession of a firearm, explosive, or hazardous or toxic substance; or
 - (e) any activity that is otherwise prohibited by law.

3.2 CARE OF PREMISES

TENANT(S) shall keep apartment clean and free of trash, garbage or any nuisance that would cause a health or safety hazard. TENANT(S) are responsible for having carpets professionally steam cleaned during their tenancy if any event occurs which would cause staining of the carpets. You are free to choose a professional steam carpet cleaner. We can recommend Mountain Country Carpet Care at (406) 585-5379. TENANT(S) shall keep lawns, entryways, stairways, walkways, halls and parking lots free of trash and garbage and shall deposit such items in the dumpsters. The entryways, stairways, walkways or halls shall be kept free of bikes, BBQs, plants and any other personal items. TENANT(S) may not destroy, damage, impair, or remove any part of the premises or permit any person to do so, and shall make no alterations or repairs to the premises (including painting, repairing of drywall, etc.). TENANTS may not arrange for third parties to make repairs or alterations without the express written consent of the LANDLORD.

3.3 MINIMUM THERMOSTAT SETTINGS

The thermostat shall be set no lower than 65°F during times when pipes may freeze. TENANT(S) are responsible to pay for all damages caused from frozen pipes.

3.4 CARBON MONOXIDE AND SMOKE DETECTORS

The TENANT(S) shall maintain the carbon monoxide detector(s) and the smoke detector(s) in good working order during the TENANT(S)'s rental period and notify the management immediately if they are not functioning. TENANT(S) are responsible for replacing batteries in the smoke detectors. TENANT(S) are responsible for notifying LANDLORD when the carbon monoxide detector battery ends.

3.5 HANGING ITEMS ON THE WALLS

Use **tacks or picture hanging nails (1 mm dia.)** to hang pictures on walls only. Charges will be assessed when more than two 1mm diameter holes occur per square inch. **Do not use tape or double-sided tape to hang anything.** Do not hang items on doors or woodwork with tacks, nails, screws, tape, etc. You will be charged to repair damages. TENANT(S) shall not attempt to repair damages.

3.6 PROTECTING PADS FOR ROLLING CHAIRS ON CARPET

Desk chair mats must be purchased by tenants to be placed on carpet under chairs with rolling wheels or casters. Damage to carpet caused by chairs with rolling wheels is not ordinary wear and tear. Tenants are responsible for the cost of replacing carpet damaged by rolling chairs.

3.7 NO SMOKING OF ANYTHING OR BURNING OF CANDLES OR INCENSE OR OPEN FLAMES

SMOKING OF ANYTHING OR BURNING OF CANDLES OR INCENSE OR OPEN FLAMES IS NOT ALLOWED IN ANY OF THE BUILDINGS. Smoking of cigarettes, cigars, marijuana or any other substance inside of the buildings is not allowed. Refuse from smoking outside of the buildings is to be deposited in appropriate waste containers. Smoking or burning of other things is not considered normal wear and tear. You are responsible for any and

all expenses incurred from these activities. This includes but is not limited to burns in carpets, hard flooring, tubs and counters and smoke odors and residue on surfaces.

3.8 ILLEGAL SUBSTANCES AND INAPPROPRIATE BEHAVIOR

No illegal substance is to be made, manufactured, assembled, sold, or on the property at any time. Any person who is under the influence of an illegal substance is not to be on the West Main Flats property at any time. Disorderly conduct or abusive behavior are not appropriate at any time on the West Main Flats property. These are cause for eviction.

3.9 MEDICAL OR RECREATIONAL MARIJUANA

The cultivation, marketing, smoking and/or consumption of marijuana for personal or commercial use is strictly forbidden on this property by TENANT(S) or associates/guests.

3.10 WATERBEDS/AQUARIUMS

Waterbeds and aquariums over 1 gallon are strictly prohibited.

3.11 BARBECUE

The 2012 Edition of the International Fire Code (IFC) addresses the usage of open flame cooking devices, and other open flame devices, on or near combustible decks, structures, and buildings.

IFC code section 308.1.4 "Open-Flame Cooking Devices," states; *"Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction."*

Please see Bozeman City regulations at: <https://www.bozeman.net/government/fire/fire-marshall-division/bbq-regulations>

3.12 IMPERILMENT OF INSURANCE

Tenant shall not do anything or permit anything to be done on the property that will invalidate or increase the cost of any liability, fire, extended coverage or any other insurance policy covering the property.

3.13 OBEYING LAW

TENANT(S) shall not violate any law, nor commit or permit any waste or nuisance on or about the premises, nor in any way annoy any other tenants of the premises or neighbors, nor do or keep anything in or about the premises that will obstruct the public spaces available to other TENANT(S).

3.14 RULES AND REGULATIONS OF LANDLORD

TENANT(S), and all persons in or about the premises with TENANT(S)'s permission shall comply with all Rules and Regulations made by LANDLORD, and served upon TENANT(S). Any such Rules and Regulations shall be deemed incorporated herein by reference.

3.15 VEHICLES AND PARKING LOTS

The intent of the following rule is to assist the LANDLORD in the management of the parking lots and to make as many parking spots available for tenant use as possible.

There are no assigned parking spots.

Vehicles need to be moved every 3 days in the winter to allow for proper plowing of the parking lots. TENANT will notify LANDLORD if TENANT will be out of town for longer than 3 days in winter and will be unable to move car. LANDLORD will instruct TENANT where to park car prior to the absence in this situation.

TENANT(S) will register their vehicle(s) with the LANDLORD. Each TENANT may receive one parking sticker to be placed in a specific registered vehicle at no cost. TENANT(S) must notify LANDLORD if they change vehicle(s). Each additional parking sticker will cost \$30 a month and are available at the LANDLORDS discretion. Unauthorized vehicles parked in a parking lot will be towed at owner's expense.

LANDLORD will put forth a reasonable effort to keep the parking lots plowed during the winter and may request that vehicles be moved periodically to facilitate removal of snow.

The use of gasoline or the keeping of gasoline or other explosive materials in your apartment or around the buildings is absolutely prohibited.

No overhauling of vehicles or repairing that cannot be completed in one day is permitted in or around the buildings, parking lots or roadways. Vehicle fluids are to be properly disposed of and are not to be dumped in the garbage dumpsters or on the ground (see: <http://healthygallatin.org/healthy-homes/recycling/>).

No unregistered/unlicensed or non-operational vehicles may be kept on the premises at any time. Such vehicles will be towed at owner's expense.

Boats or trailers are not to be stored/parked in the parking lots.

3.16 BICYCLES

Bicycles are to be stored in bicycle racks and secured. Bicycles are not to be stored attached to stairs or stair rails. Bicycles that are secured to stair or stair rails will be removed and placed in storage at the owner's expense. Transporting bicycles inside of building must be done in a manner that prevents tire marks on the wall or other structure of the building. A carpet remnant or throw rug must be placed under bicycles stored in apartments. Bicycles that are not secured will be placed in storage for 1 month and then donated to the Bozeman Bike Kitchen.

3.17 HANGING ITEMS ON EXTERIOR DOORS

Hanging items such as wreaths on exterior doors is not allowed. Exterior door numbers must be kept clearly visible at all times for safety. Hanging items on doors also causes damage to the paint that is not considered ordinary wear and tear. Tenants are responsible for paying for repainting of the door when there is damage from tenant applied or hung door items.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4

Termination

4.1 VACATING PREMISES PRIOR TO TERMINATION WHEN ALL TENANT(S) SURRENDER POSSESSION OF PREMISES

TENANT(S)' obligations under the terms of this LEASE shall not cease upon surrender of premises. Such obligations shall continue until this LEASE expires OR until next TENANT takes possession prior to LEASE expiration. In all cases, vacating TENANT(S) shall remain jointly, and severally liable under the terms and conditions of this LEASE. No portion of the security deposit shall be returned until 30 days after all TENANT(S) surrender possession of the premises and LANDLORD'S acceptance of the premises, and only as provided herein. If TENANT(S) breach the lease prior to end of lease, TENANT(S) will pay rent, and damages. Damages will include all costs for advertising, showing and all other activities needed to prepare the premises to be re-rented.

4.2 VACATING PREMISES PRIOR TO TERMINATION WHEN NOT ALL TENANT(S) VACATE

All TENANT(S)'(or persons who have signed the lease) obligations under the terms of this LEASE shall not cease upon surrender of premises. In all cases, vacating TENANT(S) shall remain jointly, and severally liable under the terms and conditions of this LEASE. Such obligations shall continue until this LEASE expires. The remaining TENANT(S) may locate a prospective TENANT(S) acceptable to them, however such prospective TENANT(S) must be approved by LANDLORD prior to signing of a lease addendum releasing vacating TENANT(S), and adding the prospective TENANT(S). Prospective TENANT(S) may not take occupancy until all monies are paid and documents are signed. The vacating TENANT(S) shall arrange with the prospective and remaining TENANT(S) any issues relating to the security deposit. No portion of the security deposit shall be returned until after all TENANT(S) surrender possession of the premises and LANDLORD'S acceptance of the premises, and only as provided herein. If TENANT(S) breaches the lease prior to end of lease, TENANT(S) will pay rent, and damages. Damages will include all costs for advertising, showing and all other activities needed to prepare the premises to be re-rented and for LANDLORD'S time spent on TENANT(S) to be removed from the lease.

4.3 REMAINING WITHOUT LANDLORD CONSENT

If TENANT(S) remains in possession of the premises, without LANDLORD's consent after expiration of the Term, rent for the holdover period shall be three times the periodic rent in effect at the expiration of the Term, and LANDLORD may bring an action

for possession in accordance with the provisions of the Montana Landlord and Tenant Act.

4.4 TERMINATION AT THE END OF THE TERM OF THE RENTAL AGREEMENT

a) 30 DAY NOTICE OF INTENT TO VACATE: 30 DAY NOTICE OF INTENT TO VACATE forms are a green form that can be found in the laundry room or the office. LANDLORD or TENANT(S) may terminate this Rental Agreement by giving to the other written notice at least 30 days prior to the LEASE END DATE(found under section 1.2 LEASE DURATION OR TERMS), but in default of such notice, this Rental Agreement shall automatically renew month to month on the same terms and conditions as herein, and so on until terminated by either party giving to the other at least 30 days written notice prior to the expiration of the current term. All parties listed on the Rental Agreement must sign the 30 DAY NOTICE OF INTENT TO VACATE form in order for the 30 day notice to be valid.

b) DETERMINING WHAT MOVE-OUT DATE TO GIVE ON A 30 DAY NOTICE OF INTENT TO VACATE form: The day that you give the keys for the premises to the LANDLORD is considered the MOVE-OUT DATE. The MOVE-OUT DATE and LEASE END DATE do not have to be the same date. MOVE-OUT DATES are to be scheduled Monday through Friday on non-major holidays.

4.5 RENEWAL

a) LANDLORD PROCEDURE: LANDLORD typically will begin communication with TENANT(S) at least 60 days prior to termination of the lease to begin negotiations for renewal of Rental Agreement.

b) CHANGE OF RENTAL AGREEMENT: If at least 30 days, and no more than 90 days, prior to the end of the current term LANDLORD gives notice of changes to the Rental Agreement that would apply to the subsequent term, including but not limited to any changes in rent, those changes will be in effect and incorporated as part of this Rental Agreement effective with the start of the subsequent term.

c) LANDLORD reserves the right to establish any terms and conditions of renewal that LANDLORD deems prudent or not to renew the Rental Agreement.

d) If the landlord and tenant fail to establish a default extension period for the lease in the rental agreement and neither party gives a 30-day written notice to the other to terminate the tenancy before the rental agreement's original termination date, the tenancy continues on a month-to-month basis.

4.6 ABANDONMENT OF PERSONAL PROPERTY

If upon the termination of the tenant's tenancy, personal property remains in the rental premises, it is agreed that the manager may reasonably believe that the Tenant(s) has abandoned such personal property after 48 hours has elapsed since the landlord obtained evidence of termination of tenancy and abandonment of personal property. The Manager, following compliance with the provisions of Montana Code Annotated §70-24-430, may proceed to dispose of abandoned personal property either by public or private sale or by destruction of the personal 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.

4.7 NONCOMPLIANCE

LANDLORD may terminate this LEASE for a TENANT(S)'s noncompliance with this LEASE or violation of the Montana Landlord and Tenant Act, by giving the TENANT(S) a written 14 day notice to cure said noncompliance or violation or to vacate said premises. If the same act or omission that constituted the prior non-compliance should occur within 6 months, LANDLORD may terminate by giving a 5 day written notice specifying the breach and the date of termination.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

5

Acceptance of Lease

5.1 ACCEPTANCE OF LEASE

The undersigned TENANT(S) has read the entire LEASE and understands he/she is personally, jointly and severally liable for all LEASE obligations, rental payments, fees, damage, cleaning, etc. caused or incurred by any or each of them, his/her and/or their guests and invitees. If you or any guest or occupant violates the LEASE or rules, all residents are considered to have violated the LEASE Contract. The undersigned TENANT(S) further acknowledges and agrees the full amount of unpaid rent, late fees, bad check charges, unpaid utilities, cleaning and damage charges, the cost to replace missing items, charges for pets, 18% interest per year from due date compounded annually, costs and legal or collection fees may be collected from any one of them without regard to arrangement between themselves regarding sharing of rentals and other obligations.

TENANT(S) acknowledge that it is their duty to select responsible CO-TENANT(S), and that each of them received a copy of the LEASE.

The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

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. Further, TENANT(S) have relied solely on their own judgment, experience and expertise in entering into this LEASE with the LANDLORD and are of legal age (or if TENANT(S) are not of legal age, TENANT(S) agree this LEASE is for a necessity) and sound mind.

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You may receive a printed contract for your records.