

RENTAL LEASE for GREENTREE CONDOMINIUM APARTMENTS
1104 SOUTH MONTANA AVENUE, BOZEMAN, MONTANA 59715, Phone (406)586-3396, fax (406)586-4928,
rentgreentree@gmail.com

TENANT(s) _____

Premises: 1104 South Montana Avenue, Bozeman, Montana, 59715 - Apartment # _____

Premises Manager: Bret Niedens

- 1 **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 right to possession of the Premises. Any failure by tenant to comply with one or more of such terms shall constitute default here under and LANDLORD may terminate this LEASE and TENANT'S right to possession of the premises in any manner provided by law.
- 2 **TERMS:** The terms of this tenancy is for the period of _____
to begin on the _____ day of _____, _____
and ending on the _____ day of _____, _____
- 3 **RENTAL:** Tenant shall pay to LANDLORD a monthly rental of \$_____ for _____ people.
- 4 **PAYMENT OF RENT:** Tenant shall deliver payment to LANDLORD at 1104 S. Montana Avenue, Bozeman, Montana 59715 or online. **RENT IS DUE AND PAYABLE BY CHECK OR MONEY ORDER BY THE FIRST DAY OF THE MONTH.** Payments received after the fourth (4th) day of the month will incur a **LATE Fee OF \$5.00 PER DAY** (but not to exceed a total of \$50.00 for any month) to cover LANDLORD'S additional administrative costs and not as interest. Late fee must be paid at the time the rental payment is made. **TENANT'S shall be in default if a monthly installment is not paid in full by the 6th day of the month and may be evicted.** If rent is not paid when due and TENANT fails to pay rent within three (3) days after written notice of nonpayment and LANDLORD'S intention to terminate the rental LEASE, LANDLORD may immediately terminate the rental LEASE and bring action for eviction according to Montana Law. It is further agreed that if Tenant 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 or delinquent rent, and LANDLORD shall be entitled to recover all costs and expenses included thereby including reasonable attorney fees.
- 5 **BAD CHECK:** A bad check shall be subject to the current allowable fee by the law and late fees, and shall constitute a default of the rental agreement. If TENANTS issues a bad check, LANDLORD may thereafter require that rent be paid by money order.
- 6 **USE OF PREMISES:** TENANTS 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 TENANTS, 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. The TENANT 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. 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 \$25.00 per person shall be charged for each stay longer than 7 nights for each week or portion thereof.
- 7 **SECURITY DEPOSIT:** Tenant shall deposit with LANDLORD the sum of \$_____ for _____ people to secure Tenant's compliance with all the conditions of this LEASE. **THIS DEPOSIT DOES NOT RELIEVE TENANT FROM THE OBLIGATION TO PAY ALL MONTHLY INSTALLMENTS OF ALL RENT 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 carpet cleaning will be deducted from the security deposit. Upon termination of the tenancy, LANDLORD will within 30 days deliver to Tenant a written list of any deductions from the Security Deposit and payment of the balance due to Tenant. Said list and payment will be mailed to the address provided by the TENANT to the LANDLORD prior to moving. If the deposit is insufficient to satisfy the demands, LANDLORD may collect the deficiency from TENANTS. 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.
- 8 **KEYS:** 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.
- 9 **PETS:** **Pets are NOT allowed on the property at any time, even for visits. If a pet is seen on the premises, the monthly rent shall increase by \$250.00 per month retroactive to the effective date of this lease.** Violation of this restriction will result in the immediate removal of the pet to the pound. Violation of this restriction is cause for eviction.
- 10 **SATELLITE DISHES:** TENANTS shall not place any aerial, antennas or other electrical connections on the unit; this includes satellite dishes, without the express written consent of the LANDLORD. Eagle Satellite (406) 585-0002 is the exclusive, approved satellite vendor.

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- 11 **CARE OF PREMISES:** TENANTS shall keep apartment clean and free of trash, garbage or any nuisance that would cause a health or safety hazard. TENANTS shall keep lawns, entryways, stairways, halls and parking lots free of trash and garbage and shall deposit all trash in the trash dumpsters. The entryways, stairways, or halls shall be kept free of bikes and other equipment. TENANTS may not destroy, damage, impair, or remove any part of the premises or permit any person to do so, and shall make no alterations to the premises (including painting).
- 12 **PARTIES:** No parties shall be held on the property, either inside our outside of the buildings, at any time. TENANTS 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.
- 13 **NOISE:** Noise should be kept at a level that respects the rights of others within the complex at all times. Quiet hours after 9:00 p.m. to 8:00 a.m. are a regulation of the complex. The tenant agrees to 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. Breaking this rule can lead to immediate eviction.
- 14 **USE OF VIDEO RECORDING BY LANDLORD:** Landlord hereby notifies the TENANT of the possibility that representatives of the management may use video recording devices when responding to noise complaints or any other situation.
- 15 **ELECTRIC POWER:** On or before the first day of the term of the Rental Lease, the Tenant shall cause electrical power to be placed in Tenant's name(s) and pay any deposits required by the power company, and agrees to pay for such power used for the full term of tenancy. Failure to transfer the power into Tenant's name before moving in will result in a \$30.00 charge per billing period, plus the cost of the electric power for the period that the tenant has occupied the apartment. Removal of electric power from Tenant's name before move out will result in a \$30.00 charge per billing period, plus the cost of the power for the period that the tenant has occupied the apartment will be deducted from the Security Deposit if not paid previous to move out. **Phone number for power company 1-(888)-467-2669.**
- 16 **CHECK-IN AND CHECK-OUT:** At the end of the term, the Condition of Premises sheet will be used to determine whether there is any cleaning, damage or missing items for which TENANT will be charged. TENANT will receive a Condition of Premises at move in and will have TWO DAYS to verify that the Condition of Premises accurately lists all furnishings and all damages to furnishings or the premises. TENANTS shall note any discrepancies on the Condition of Premises and return it to LANDLORD within the two day period. IF TENANTS FAIL TO DO SO, THEY WILL BE BOUND BY THE Condition of Premises PREPARED BY LANDLORD. In order to avoid deductions from Security Deposit for cleaning, Tenant agrees to arrange for and to allow LANDLORD or his agent to inspect the premises at least 24 hours before Tenant surrenders the premises so that LANDLORD may provide TENANT with a written list of cleaning necessary to return the premises to its condition when rented. No deduction for cleaning will be made if Tenant accomplishes the cleaning within 24 hours as provided by Montana Law. Upon termination of the tenancy, Tenant shall return the premises to the LANDLORD in as good order, condition and repair as when received, ordinary wear and tear accepted, and free of all TENANT'S personal property, trash and debris. Burns, stains, holes or tears of any type or kind in the carpeting, window coverings or walls, among other conditions, do not constitute reasonable wear and tear. IF TENANTS FAIL TO ARRANGE FOR AND CONDUCT THE CHECK-OUT THEY SHALL BE BOUND BY THE CHECKOUT SHEET PREPARED BY LANDLORD, and the manager 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 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 rate for the area, and TENANT will be charged accordingly by the hour. The TENANT 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. At the request of either party, the premises may be inspected one week prior to termination of the tenancy. The cost of cleaning carpets will be deducted from the Security Deposit.
- 17 **INTEREST AND LEGAL FEES:** Unpaid rental and utilities and assessed charges, or failure to move out of the premises when required, may result in treble damages being assessed to TENANTS. If there is a dispute about or arising from this lease, then the prevailing party may recover its attorney fees. If LANDLORD retains a collection agency to enforce payment of a balance due on an account, TENANTS shall be responsible for all collection fees. TENANTS SHALL RETAIN ALL CANCELLED RENTAL CHECKS, RENTAL RECEIPTS, and THEIR COPIES OF THIS LEASE, THE CONDITION OF PREMISES AND CHECKOUT SHEET, AND REPAIR ORDER, AND ANY WRITTEN NOTICE GIVEN TO LANDLORD.
- 18 **NO SMOKING OR BURNING OF CANDLES OR INCENSE:** SMOKING OR BURNING OF CANDLES OR INCENSE IS NOT ALLOWED IN ANY OF THE GREENTREE BUILDINGS. Smoking of medical marijuana inside of the buildings is not allowed. Refuse from smoking outside of the buildings is to be deposited in appropriate waste containers.
- 19 **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 Greentree property at any time. Disorderly conduct or abusive behavior are not appropriate at any time on the Greentree property, and are cause for eviction.
- 20 **WATERBEDS:** Waterbeds are strictly prohibited.
- 21 **HANGING ITEMS ON THE WALLS:** Use **tacks or picture hanging nails (1 mm dia.)** to hang pictures. 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 damage doors or woodwork with nails, screws or tape. You will be charged to repair damages.

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- 22 **MAINTENANCE REQUESTS:** Tenant shall notify manager of any damage to Premises, or areas requiring maintenance (i.e. dripping faucets, leaking toilet) and **any potential hazard or danger on the Premises immediately by phone.** All maintenance requests shall be made by phone or in writing to 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 TENANTS. If the sewage system is plugged or backed up because of improper disposal of sewage by TENANT or those on the Premises with TENANT'S consent, TENANT shall be charged the cost to repair.
- 23 **NONCOMPLIANCE:** LANDLORD may terminate this LEASE for a tenant's noncompliance with this LEASE or violation of the Montana Landlord and Tenant Act, by giving the Tenant 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.
- 24 **ACCESS BY LANDLORD:** Tenant shall allow LANDLORD to enter the premises for inspections, repairs, alterations, improvements, showing to actual or prospective TENANTS, 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 24 hours notice of his intent to enter and will enter only at reasonable times. If tenant withholds consent after receiving such notice, TENANT'S withholding shall be deemed unreasonable. Notice is impracticable in the following events: (I). Tenant is out of town. (II). such other events as are impracticable in the good faith determination of the Manager.
- 25 **LANDLORD'S LIABILITY:** LANDLORD shall not be liable for, and TENANTS 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. **LANDLORD STRONGLY RECOMMENDS TENANTS PURCHASE RENTERS INSURANCE.**
- 26 **OBEYING LAW:** Tenant 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 Tenant of the premises or neighbors, nor do or keep anything in or about the premises that will obstruct the public spaces available to other TENANTS.
- 27 **RULES AND REGULATIONS OF LANDLORD:** Tenant, and all persons in or about the premises with Tenant's permission shall comply with all Rules and Regulations made by LANDLORD, and served upon Tenant. Any such Rules and Regulations shall be deemed incorporated herein by reference.
- 28 **PARKING, VEHICLES REPAIR AND MAINTENANCE, GASOLINE, ETC.:** There is one designated parking space for each apartment. Unauthorized vehicles parked in a designated area may be towed at owner's expense. The use of gasoline or the keeping of gasoline or other explosive fluids in your apartment or around the buildings is absolutely prohibited. No major repairing, or overhauling of cars, or motor cycles, is permitted in or around the buildings or in the parking lots or roadways.
- 29 **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 Manager 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. Managers 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 Managers rights with respect to that, or any subsequent default.
- 30 **TERMINATION/RENEWAL/HOLDOVER:**
- a) **PREMATURE TERMINATION OF AGREEMENT BY TENANT: A \$200 charge will be assessed if TENANT/S terminates the Rental Agreement prematurely;** the tenant is responsible for the rent until the end of the rental agreement plus any legal fees or costs which are necessary to collect any unpaid rent, and the cost of renting the unit such as advertising costs. The Greentree management will use their best effort to try to rent the apartment as soon as possible.
- b) **REMAINING WITHOUT MANAGER CONSENT:** If Tenant remains in possession of the Dwelling Unit, without Managers 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 manager may bring an action for possession in accordance with the provisions of the Montana Landlord and Tenant Act.
- c) **AT THE END OF THE TERM OF THE RENTAL AGREEMENT:** Either party may terminate this Rental Agreement by giving one to the other written notice at least 30 days prior thereto, but in default of such notice, this Rental Agreement shall automatically renew from 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. If at least 30 days, and no more than 90 days, prior to the end of the current term Manager 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. Manager reserves the right not to renew the Rental Agreement and to establish any terms and conditions of renewal that manager deems prudent.

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d) MONTANA CODE ANNOTATED 70-24-205:

(1) Prior to signing a written rental agreement, the landlord and tenant shall agree to accept a default extension period for the lease chosen by the tenant pursuant to subsection (2) that is to be given effect if a revised lease is not agreed to or if neither party gives a 30-day written notice of termination to the other prior to the rental agreement's original termination date.

(2) The tenant shall choose from a list of default options: (These options are offered by the landlord. Initials next to the option indicate the tenant's choice for **possible** renewal length at the end of the term.)

_____ Tenant(s) intend to renew the lease to the 31st of May of the year following the original term.

_____ Tenant(s) intend to renew the lease to the 31st of July of the year following the original term.

_____ Tenant(s) intend to renew the lease on a month-to-month basis following the original term.

_____ Tenant(s) intend to terminate the lease following the original term. Tenant is required to submit a written 30 DAY NOTICE OF INTENT TO VACATE at least 30 days prior to the expiration of the current term.

(3) If neither party gives a 30-day written notice to the other as to the extension or termination of the tenancy, the mutually agreed upon default option takes affect immediately following the termination of the original rental agreement.

(4) If the landlord and tenant fail to establish a default option at the beginning of the tenancy as required in subsection (1) and neither party gives a 30-day written notice to the other to terminate the tenancy, the tenancy continues on a month-to-month basis.

e) 30 DAY NOTICE OF INTENT TO VACATE: All parties listed on the Rental Agreement must sign the 30 day notice of intent to vacate the property in order for the 30 day notice to be valid.

The undersigned tenant has read the entire lease and understands he/she is personally, jointly and severally liable for all rental payments, fees, damage, cleaning, etc. caused or incurred by any or each of them, his/her and/or their guests and invitees. The undersigned tenant 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, interest, 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. TENANTS acknowledge that it is their duty to select responsible CO-TENANTS, and that each of them received a copy of the LEASE.

I have received and read the foregoing and agree to comply therewith.

Executed this _____ day of _____.

_____ Tenant

_____ Tenant

_____ Tenant

_____ Tenant

_____ Landlord