

2.0 MONTANA LANDLORD TENANT ACT / MONTANA SECURITY DEPOSIT ACT

2.1 MAINTENANCE OF UNIT – TENANT RESPONSIBILITIES: (MCA 70-24-321): Tenant to maintain dwelling unit. 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 he occupies and uses as reasonably clean and safe as the condition of the premises permit;
- (c) Dispose from his 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, on the premises;
- (f) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his 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.

2.2 ACCESS / NOTICE: 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 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. (70-24-312 MCA)

2.3 ABSENCES: Tenant shall give notice to Landlord of any anticipated absence of greater than seven (7) days. If tenant is gone from the unit for any extended period of time, tenant must arrange to have unit checked weekly during absence. If tenant fails to make arrangements to ensure safety of unit, violations may be issued and/or tenancy may be terminated.

2.4 LAWLESSNESS / NUISANCES: 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.

2.5 CHANGE OF TERMS Any condition of this agreement shall be deemed changed upon the expiration of thirty (30) days following the service by Landlord on Tenant of the written notice setting forth the change in such condition, including but not limited to the right to increase the monthly rental charged. In case of rent freeze, Tenant shall pay to Landlord the full percentage of any increases in utilities and taxes.

2.6 ACCOUNTING: All funds are held in a trust account. If funds are held in an interest bearing account, the interest accrues to the manager of the property to cover service charges relating to the account.

2.7 SUBLETTING: No subletting permitted (70-24-305 MCA)

2.8 TERMINATION OF TENANCY / NOTICE / ABANDONMENT

2.8.1 30 DAY NOTICE: A thirty (30) day written notice must be given to terminate this rental agreement. If you have signed a term lease, thirty (30) days notice is due prior to end of your lease. If terminating a lease during its term, tenant is responsible for all rent until premises are rented and cost incurred to re-rent property. At the end of a term lease, tenancy becomes month to month if lease is not renewed.

2.8.2 CONDITION: 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 tenants' personal property trash and debris. Burns, stains, holes or tears of any size or kind in the carpeting, draperies or walls, among other conditions, do not constitute reasonable wear and tear.

2.8.3 SECURITY DEPOSIT: Property will be inspected after tenant vacates. If no deductions are necessary deposit will be returned in 10 days. If additional cleaning is necessary tenant will have 24 hours to complete such. After 24 hours landlord will complete cleaning or repairs and deduct from deposit. If there are deductions deposit reconciliation will be completed within 30 days as provided. (70-25-201/202 MCA)

2.8.4 ABANDONMENT: 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. (70-24-430 MCA)

2.8.5 EVICTION / POSSESSION: 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 agreement, Landlord or his agent may bring appropriate legal action to recover possession of the premises, damages or delinquent rent and landlord may be entitled to recover all costs and expenses.

2.9 VIOLATIONS

2.9.1 UNPAID RENT: If rent is not paid when due and Tenant fails to pay rent within three (3) days after written notice to pay or vacate, Landlord may immediately terminate the rental agreement and bring an action for eviction. (70-24-422 MCA)

2.9.2 UNAUTHORIZED PERSON(S): Landlord may serve tenant with a 3 day notice to correct or vacate if tenant allows any additional people to reside at premises other than listed on this agreement. (70-24-422 MCA)

2.9.3 UNAUTHORIZED ANIMAL(S): Landlord may serve tenant with a 3 day notice to correct or vacate if tenant brings unauthorized animals onto the property unless they have been agreed to in writing in this rental agreement (70-24-422 MCA)

2.9.4 NON-COMPLIANCE: Landlord may terminate this agreement for a tenant's material noncompliance with this agreement or violation of 70-24-422 MCA, or violation or to vacate said premises. If the same act or omission that constituted the prior noncompliance should occur within 6 months, Landlord may terminate by giving a 5 day written notice specifying the breach and the date of termination.

2.9.5 DAMAGES: If the tenant destroys, defaces, damages, or removes any part of the premises in violation of 70-24-321(2) MCA, the landlord may terminate the rental agreement upon giving 3 days written notice specifying the breach under the provisions thereof.

2.10 DISCLAIMER & COMPLIANCE: *Montana's Residential Landlord and Tenant Act of 1977 is found in Montana Code Annotated Title 70, Chapter 24. The Residential Security Deposit Act is found in MCA 70-25. Tenants are encouraged to review these sections in their entirety. Tenant acknowledges that they agree to comply with Montana Landlord Tenant Law whether specifically itemized within this lease or not.*

3.0 DISCLOSURES

3.1 LEAD-BASED PAINT: Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

- 1. ☐ Home was built after 1978
- 2. ☐ The Manager hereby discloses the presence of lead-based paint and/or lead-based paint hazards: _____
 - ☐ Manager has provided the Tenant(s) with all available records pertaining to lead-based paint and/or lead-based paint hazards in the property.
 - ☐ Manager has no records or reports pertaining to lead-based paint and/or lead based paint hazards in the property.
- 3. ☐ Manager has no knowledge of lead-based paint and/or lead based paint hazards in the property.

3.2 MOLD: 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 landlord, agent, or property manager cannot and does not represent or warrant the absence of mold. 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 Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. To do so, the tenant should hire a qualified inspector and make any contract to rent, or lease contingent upon the results of that inspection. They further acknowledge that the Owner, Landlord, Agent, and Property Manager, who have provided this disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

- 1. ☐ The Manager hereby discloses they are aware of a significant mold problem at the property, as determined by a testing via a qualified inspector, and/or significant remediation for mold has been done at the property: _____
 - ☐ Manager has provided the Tenant(s) with all available records pertaining to significant mold contamination, testing and/or remediation
 - ☐ Manager has no records or reports pertaining to significant mold contamination and/or remediation.
- 2. ☐ Manager has no knowledge of significant mold contamination, testing and/or remediation at the property.

3.3 METHAMPHETAMIN CONTAMINATION: An owner/agent of inhabitable property that is known by the owner/agent to have been used as a clandestine methamphetamine drug lab or that has been contaminated from smoke from the use of methamphetamine shall notify in writing any subsequent occupant or purchaser of the inhabitable property of that fact if the inhabitable property has not been remediated to the standards established in **75-10-1303**

- 1. ☐ The Manager hereby discloses they the property has been used as a clandestine methamphetamine drug lab or has been contaminated from smoke from the use of methamphetamine:
 - ☐ Manager has provided the Tenant(s) with all available records pertaining to significant methamphetamine contamination and/or remediation
 - ☐ Manager has no records or reports pertaining to methamphetamine contamination and/or remediation.
- 2. ☐ Manager has no knowledge of methamphetamine contamination and/or remediation at the property.

3.4 TENANT’S ACKNOWLEDGEMENT: Tenant(s) acknowledge as follows:

- ☐ Tenant(s) has received copies of all information listed in item 3.1.2, 3.2.1, 3.3.1 if any.
- ☐ Property was built prior to 1978, tenant(s) has received the pamphlet “Protect your Family from Lead in Your Home”.

3.5 MANAGER’S ACKNOWLEDGEMENT: The Manager acknowledges as follows:

- ☐ Cardinal Properties has informed the owner of the premises of the owner’s obligation under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

3.6 CERTIFICATIONS: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

4.0 RENTER’S INSURANCE

Tenants are required to maintain renters’ insurance that lists each financially responsible tenant on the policy.

Tenant must advise insurance company that **Cardinal Properties** is the landlord and request that the landlord be added to the policy as additional insured.

For the duration of the Lease, 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 Lessor’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 or upon expiration or rental insurance policy term. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee’s choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor’s Legal Liability Insurance Policy (“LLIP”). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest master insurance policy. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee’s personal property (contents), 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 to obtain personal liability insurance or renters insurance to protect Lessee’s interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee’s monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$10.50) per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. There are no other fees, cost or charge added to or included within this total cost. An administrative fee of \$(3.00) per enrolled unit per month will be added to this charge for a total of (\$13.50) per month. These fees may increase from time to time as changes in rates require.
7. In the event that loss or damage to Lessor’s property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee’s duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: “Lease” may be interchangeable with “Lease Agreement”; “Lessee” may be interchangeable with “Resident” or “Tenant”, and “Lessor” may be interchangeable with “Landlord” or “Owner”.

Scheduling of the premises under the LLIP 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 LLIP will be terminated by the Lessor.

	Vendor	Account No:	Date in service
Insurance - Tenant 1			
Tenant 2			

5.0 SMOKING POLICY

This is a non-smoking property.

Tenant(s) ☐ does ☐ does not smoke/vape.

- Tenants and guests may not smoke in the rental unit, on the deck or porch, or on the property itself. Tenants who smoke must do so on the street or in the alley.
- Smoking restrictions include, but are not limited to, all tobacco and marijuana products, medical or otherwise, and vaping.
- Tenant who smoke are required to use air purifiers in the unit to eliminate smoke odor and residue that comes into the unit on their person or clothing.
 - ☐ Tenant has provided proof that they own or have purchased an air purifier
 - ☐ Tenant agrees to pay additional fee of _____ to Cardinal Properties for purchase of an air purifier.
 - ☐ No purifier required at this time
- Management may require inspections to ensure compliance.

5.0.1 ACKNOWLEDGMENT: The tenant understands and agrees that any violation of the non-smoking policy is considered a violation of 70-4-321 and may result in a notice to vacate.

6.0 TENANT MAINTENANCE

6.1 MINOR MAINTENANCE: Tenant is responsible for minor maintenance in the unit – this includes, but may not be limited to:

- Changing/cleaning furnace filter regularly. Vacuuming/cleaning dust from wall heaters as needed.
- Testing smoke alarms, carbon monoxide detectors, thermostats etc. and changing batteries as necessary. Advise landlord in case of smoke alarm or carbon monoxide detector end-of-life.
- Replacing lightbulbs.
- Replacing toilet flapper, flush handles and toilet seats.
- Cleaning p traps under sinks to clear clogs.
- Regular cleaning in unit during tenancy.
- Maintaining appropriate heat in unit to keep pipes from freezing in winter. Using fans and heaters to thaw pipes in case of freeze.
- Appropriate use of fans, dehumidifiers, and ventilation via windows to manage moisture in unit and clean up of mildew caused by failure to vent unit adequately.
- In general, (unless otherwise specified) snow removal on sidewalks and walkways at multi-family properties is managed by the landlord. Parking lots may be cleared when snow reaches certain accumulations. Tenants are responsible for clearing around vehicles. There are no scheduled times for clearing snow – this work is dependent on current weather conditions, severity of storm and vendor work load. Tenants should be prepared to handle minor snow removal and de-icing to keep themselves safe on sidewalks and parking lots. Unless otherwise noted, tenants at single family properties are responsible for snow removal of sidewalks, parking pads, driveways etc.
- Unless otherwise noted, tenants at single family homes are responsible for care and maintenance of lawn and landscaping, including keeping lawn green by watering and/or adjusting sprinkler timers, fertilizing lawn, mowing regularly, weeding landscaping beds, raking and leaf removal.
- Troubleshooting with maintenance staff.

6.2 ADDITIONAL RESPONSIBILITIES

- Tenants could be billed for minor maintenance completed by maintenance staff and for missed maintenance appointments.
- Tenant may also be responsible for damage caused by overcrowding unit; failure to keep unit clean; failure of plumbing or appliance due to mis-use; failure to report maintenance issues; excessive use of humidifier.
- Maintenance and repairs to appliances owned by tenant, and any mitigation or repairs to the unit caused by failure of tenant owned appliances are tenant responsibility.
- Carpets must be returned to move in condition upon vacating at tenant’s expense. We recommend professional carpet cleaning and will recommend vendors on request. If tenants have a pet or service animal, professional carpet cleaning and deodorizing is required per agreement.
- Cardinal Properties inspects units at least one time per year. Tenant will be mailed a notice for annual/semi-annual inspections involving access to the house. Annual inspections include checking units for housekeeping and maintenance issues and management will take pictures of each room and specific areas of concerns for review and in-house records.
- Tenant may have the locks re-keyed at Tenant expense, but management must receive a set of keys. If locked out, a locksmith may be necessary to gain entry at tenant’s expense. Tenant acknowledges that locks may not have been changed prior to taking occupancy.

7.0 PROPERTY RESTRICTIONS

- Satellite installation and wiring is not allowed without written permission from landlord. Any installation done without permission will incur a penalty of \$100. Dish must be removed at move out or \$50 will be charged for dish removal – mounting hardware may be left in place.
 - Trampolines, swimming pools, swing sets, hot tubs, etc are not allowed.
 - Non-operating or non-licensed vehicles cannot be parked/stored at the property. Engine/automobile work is not allowed at the property.
 - No painting or installing wall paper borders in the rental without written permission from landlord.
 - Tenants must use furniture sliders/coasters on all furniture placed on hard surface flooring or heavy furniture placed on carpet. If tenant uses a rolling chair of any sort, they must use floor mat to protect the floor, whether on hard surface or carpet.
 - Do not use rubber backed floor mats in the rental. They discolor the flooring.
 - Please use standard picture hangers. Tenant may be charged for damages caused by large hangers or nails.
 - Property is not to be used for the production of marijuana, medical or otherwise.
 - Indoor gardening is not allowed without written permission from landlord. Tenant may not convert any part of lawn/landscaping to garden without written permission from landlord. Tenants may place pots in landscape beds that can be removed if/when tenant vacates as long as they are aesthetically attractive and well maintained. All pots must have trays and/or plates underneath them adequate to catch any water overflow. Any damage from pots and planters is tenant responsibility.
 - Fish tanks and aquariums are not allowed in the rental for insurance reasons. Lizards, reptiles and birds are not allowed without prior permission, a pet agreement and pet deposit.
 - Charcoal barbeques are not allowed. A gas barbecue ☐ is ☐ is not allowed. If allowed, barbeques must be moved away from siding and windows when in use, and tenants must clean up any oil/grease stains and spills.
 - No burning at property. Gas/patio fire pits are not allowed without written permission from landlord.
 - Window air conditioners are not allowed. Floor model air conditioners are preferred in all units.
 - Waterbeds may not be used on the premises.
 - Storage of personal property outside the unit is not allowed. Reasonable use and storage of outdoor furniture or equipment (i.e. bicycles) is allowed on decks and patios. All other items must be stored inside the unit, in included tenant storage space (if any) or must be removed to offsite storage at tenant’s expense.
 - Unless otherwise specified, quiet hours are between 9 p.m. and 7 a.m. Loud music, parties, tv noise, excessive activity should be curtailed during these hours.
 - Unless the Landlord otherwise gives written consent, a guest shall be considered an occupant if the guest spends more than 14 nights in the apartment during any month.
 - If the property does not come with curtains, tenants are allowed to install curtain rods and curtains, by preference using no drill curtain rod brackets. Holes left behind from curtain rod brackets may be tenant responsibility if improperly installed. Tenants may not block windows with foil, blankets, foam etc. or install self-adhesive plastic insulation – if windows need additional insulation, contact the landlord for options. Blinds and curtains must be left open during the day to allow air flow.
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8.0 SEWER AND SEPTIC RESTRICTIONS

- Clogs or blockages caused when tenants dispose of inappropriate items/products through the drain/septic system are the tenant’s responsibility. These include (but are not limited to):
- Non-biodegradable item in the toilets (such as cigarette butts, cat litter, disposable diapers or feminine hygiene products or wipes of any kind)
 - Grease, fats or oils down any drain.
 - Meat bones, coffee grounds, potato peelings, fibrous vegetables, or other foods that are difficult to biodegrade down your disposal.
 - Paints or household chemicals, automobile fluids, pesticides, herbicides or any other toxins
 - Be water-conscious – don’t let the water run while washing dishes and thawing frozen foods and consider limiting flushes, especially on a septic system.
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9.0 BUG AND PEST POLICY

- Cardinal Properties does not spray commercially for bugs, spiders, ants, earwigs, etc. We can recommend natural remedies upon request.
- Professional pest spraying is at tenant’s choice and expense.
- Pre-existing pest problems should be reported to Cardinal Properties within four (4) days of taking possession as part of your move in inspection.
- **See Bug and Pest flyer in tenant packet for more information on keeping pests out of your home.**

10.0 ANIMALS

10.1 NO PET AFFIRMATION

☐ Tenant is NOT authorized to keep an animal (pet or service animal) at the property.

I do not currently own a pet or animal (of any size, kind, or dwelling type)
I understand that prior written permission from my property manager is required to own a pet or animal of any size and kind, inside or outside, during my tenancy. If permission is granted by my property manager, then I am required to complete the pet verification process for the pet or animal.
I understand that pet or animal sitting or visitation (for any length of time and inside or outside of my rental unit) is not allowed during my tenancy unless I have prior written permission from my property manager.
I understand that I may be subject to eviction proceedings and monetary fines if an unauthorized pet or animal is identified in my rental unit during my tenancy.

10.2 PET/SERVICE ANIMAL AGREEMENT

☐ Tenant IS authorized to keep an animal (pet or service animal) at the property.

PLEASE NOTE: Animals are a serious responsibility and risk for each tenant. If not properly controlled and cared for, animals can disturb the rights of others and cause damage running into many hundreds of dollars for which tenants may be held liable.

10.2.1 TERMS:

Conditional Authorization For Animal. Tenant is hereby authorized to keep a ☐ pet ☐ assistance animal which is described below at the above premises. Authorization may be terminated if tenant’s right of occupancy is lawfully terminated or if the rules listed below are violated in any way by tenant or tenant’s family, guests or invitees.

Additional Security Deposit. The total security deposit as required in the lease shall be increased by \$ _____.

No Limit on Liability. The additional monthly rent and pet fee under this Animal Agreement is not a limit on tenant’s liability for property damages, cleaning, deodorizing, defleaing, replacements and/or personal injuries set forth below.

10.2.2 DESCRIPTION:

Description of Animal. Only the following animals(s) are authorized to be kept at tenant’s premises. No substitutions are allowed.
No other animals shall be permitted on the premises by tenant’s guests or occupants unless listed on this Agreement or with prior written approval of landlord.

	Type	Breed	Color	Age	Weight	Name
☐ Pet ☐ SVC/ESA						
☐ Pet ☐ SVC/ESA						
☐ Pet ☐ SVC/ESA						
☐ Pet ☐ SVC/ESA						

10.2.3 RULES:

Tenant is responsible for the actions of the animal at all times and agrees to abide by the following rules:

- a. Tenant agrees that the animal will not disturb the rights, comforts or convenience of neighbors. This applies to whether the animal is inside or outside the tenant’s home.
- b. Unless owner has designated a particular area of the property to be used, the entire yard may be used, but care must be taken not to allow any areas of yard to deteriorate due to digging, overuse or defecation. All feces must be picked up immediately.
- c. Animal will not be allowed to roam unattended. Animal must be in the control of the tenant at all times, and must be leashed (unless accommodation is approved) on common ground areas or off the property.
- d. No animal offspring are allowed.
- e. No kittens or puppies are allowed unless approved as part of accommodation.
- f. This Agreement _____ give the tenant permission to allow animal inside the house.

Additional Rules: Landlord shall from time to time have the right to make reasonable changes and additions to these rules, herein, if notified in writing.

10.2.4 LIABILITY:

Liability for Damages: Tenants shall be liable for the entire amount of all damages caused by animal. This applies to carpets, doors, walls, drapes, windows, screens, furniture, appliances and any other part of the residence, including landscaping. If such items cannot be satisfactorily cleaned or repaired, tenant must pay for complete replacement by owner. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Tenant shall be strictly liable for the entire amount of any injury to the person or property of others, caused by such pet, and tenant shall indemnify owner for all costs of litigation and attorney’s fees resulting from same.

Move out. Upon move out of property, the carpet will be professionally cleaned using a dry chemical process such as Heaven’s Best or Big Sky Chem Dry for the protection of future tenants. Tenants shall also be liable for deodorizing and de-fleaing of the home.

Violation of rules. If any rule or provision of this Agreement is violated by tenant, other occupants, guests or invitees, tenant shall immediately and permanently correct the violation or remove the animal from the home upon written notice by owner or owner’s representative. If the tenant refuses to correct the violation or remove the animal, eviction procedures may begin at owner’s option.

11.0 CONDITION INVENTORY

Property Address:

This property ☐ has ☐ has not been previously occupied as a rental

11.1 INVENTORY CHANGES: Any changes to the inventory need to be submitted to the office within four (4) days of move-in for review and approval. Tenant may also provide supplementary pictures along with returned inventory. Landlord may request additional information or pictures or an in-person review if tenant submits significant or non-specific inventory changes.

11.2 KEYS: Tenant is responsible for the cost of re-keying if all keys are not returned upon vacating. Tenant may make copies of keys during tenancy but must return all copies along with keys supplied at move-in.
☐ Keys: ☐ Garage Remotes:

11.3 SMOKE ALARMS: In accordance with rules adopted by the State Fire Marshall, an approved smoke detector has been installed in this rental unit. The landlord has verified that the smoke detector is in good working condition prior to tenant move in. Tenant is responsible for battery replacement as needed during their residency. Please notify landlord if smoke detector is faulty. The landlord is not liable for damages caused as a result of the failure of the smoke detector.

11.4 ACKNOWLEDGEMENT Tenant acknowledges receipt of the copy of the written statement of the condition of the Premises.

- ☐ Move-in condition report is attached after last page of this lease document
- ☐ Tenant will pick up condition report with property keys and lease hard copies.

12.0 FEES DISCLOSURE

Tenant may be responsible for fees associated with their tenancy such as application, paperwork and inspection fees for changes in tenancy, paperwork fees for additions of an approved animal, lease up fees and paperwork fees for early termination, minor maintenance costs – billed on a per-case basis at hourly rate of vendor plus materials, and inspection or re-inspection fees if landlord is unable to access a unit after legal notice or landlord agrees to reschedule an inspection, application fees if tenant is looking to move into a new unit. For full fee schedule, please see Cardinal Properties website.
