

Board of Investments Lease Agreement

1. Parties and Dwelling

The Parties to the Agreement are The Montana Board of Investment referred to as the Landlord, and _____ referred to as the Tenant. The Landlord leases to the Tenant Unit ____ of Pintler Meadows. This location will be called the Property in this agreement.

2. Length of Time

The Lease shall be for one year with the possibility of up to four extensions with written approval signed by the Landlord and Tenant for each extension. The Agreement starts on _____ and runs until _____ unless terminated as indicated in Section 16 or breached by the Tenant failing to perform under this lease.

This lease requires that at least one Tenant be employed by the State of Montana in a manner consistent with HB 819 of the 2023 legislative session. Initial _____

3. Rent

The Tenant agrees that rent is due and will be paid on the 1st of every month. The monthly rent is \$770 plus the applicable City of Deer Lodge fees (water/sewer/garbage) in #7 of \$90. Starting on July 1st of every year the rent will go up by 3%. The water/sewer/garbage fee may increase ever year if the providers increase their service charges. **The first month's rent must be paid at the time of signing this agreement.** This is in addition to and separate from the security deposit required in # 8 below.

4. No Changes in Tenants

No change in the Tenants is allowed without the written permission of the landlord. All subletting or subleasing by the Tenant is prohibited. The premises cannot be used as a limited stay rental such as an Airbnb or a separate commercial enterprise.

5. Charges for Late Payment or bounced checks

If the Tenant does not pay the full amount of the monthly rent on the 1st of the month or before, the Landlord will charge a Late Fee of fifty dollars. If the Rent and Late Fee are not paid in full by the 15th of the month, the Tenant will be considered in breach of the lease agreement subject to termination of tenancy (see 16(b)2) unless the Landlord agrees in writing that it will not be viewed as a breach.

If the Tenant pays with a check that has insufficient funds (commonly known as "bounces the check"). The Tenant will owe the Landlord any fee charged by the bank in addition to the unpaid rent and utility charge. This will be considered a breach of the lease agreement (see # 16) unless

the Landlord agrees in writing that it is not. It will also be considered late and subject to the late fee and terms in the first paragraph of this part.

6. Condition of Property

By signing this Agreement, the Tenant acknowledges that the unit is safe, clean, and in good condition. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the unit, except as listed on Attachment One: the Property Inspection Report.

7. Utilities

There is a utility charge of \$90 dollars due on the 1st of every month covering water, sewer, and garbage. Other utilities are not provided and must be placed in the Tenant's name including power, gas, phone, cable, and internet.

8. Security Deposits

The Security Deposit will be equivalent to one month's rent (\$770). It is subject to all the provisions of Security Deposit Laws as found in MCA 70-25-201 to 206 (2024).

- a. The Landlord will return the Security Deposit minus any deductions for cleaning or repair listed on an itemized sheet within 30 days after the Tenant properly notice AND vacates the property. If the total cost of repair and cleaning is greater than the Security Deposit the tenant will be liable for the additional amount.
- b. Upon any breach of this agreement or termination by the Tenant, Landlord may apply all or part of the Security Deposit as allowed by law. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit.

9. Keys and Locks:

The Tenet will not change any locks without giving notice to the Landlord and providing a key. The Tenant was provided with 2 keys. Tenant will not duplicate any key. Any lost keys will be reported to Landlord and the cost of having the locks changed will be paid by the Tenant. Any keys not returned to the Landlord upon termination of the Rent will cause a lock change out fee to be charged to the security deposit. The Tenant will be provided with 2 garage door openers. Any lost or broken garage openers will be paid for by the tenant.

10. Maintenance and Prohibitions

- a. The Landlord agrees to:
 - 1) maintain all equipment and provided appliances in safe and working order;
 - 2) make necessary repairs with reasonable promptness.
- b. The Tenant agrees to:
 - 1) keep the unit interior and exterior clean;
 - 2) use all appliances, fixtures, and equipment in a safe manner and only for the

- purposes for which they are intended;
- 3) not litter the grounds or common areas of the development;
 - 4) not destroy, deface, damage, or remove any part of the unit, common areas, or development grounds;
 - 5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating, and cooling equipment or any other part of the unit or related facilities;
 - 6) remove garbage and other waste from the unit in a clean and safe manner.
 - 7) not engage in any activity that is a crime.
 - 8) not engage in any activity that is a private or public nuisance.
 - 9) not engage in any commercial activity in which customers must visit
 - 10) not to store any dangerous or flammable substances (propane tanks, oxygen tanks) in a manner that is unsafe or a nuisance.
 - 11) all vehicles will be parked inside the garage, on the street, or on a paved surface. Under no circumstances will a vehicle be parked on the lawn or other grassy areas of the complex.
 - 12) never put wipes, diapers, or any type of feminine product down the toilet. All damages to the unit or the sewer system caused by any item flushed down the toilet will be paid by the Tenant.
 - (13) **no smoking** on the property by the Tenant or their guests.

c. **Pet Prohibitions** - Tenant agrees that no pets or other domestic animal will be kept on the Property. If you are requesting an ADA accommodation for a service animal, you must make a request in writing and not move the animal in until approved in writing by the Landlord. **Initial here** _____

11. Damages

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

12. Restrictions on Alterations

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing.

13. Rules

The Tenant agrees to obey the House Rules which are listed in Attachment No. 2 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care, and cleanliness of the building and the safety, comfort, and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 14 days before the rule is enforced.

14. Access by Landlord

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - 1) The Tenant agrees to permit the Landlord, his/her agents, or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections, provided that the Landlord gives reasonable notice in advance, unless in case of emergencies.
 - 2) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
 - 3) In all circumstances, the Tenant shall not unreasonably withhold consent for the landlord to enter the unit
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter, or otherwise prepare the unit for re-occupancy.

15. Change in Rental Agreement

This agreement can only be modified by the signed agreement by both parties or proper notice by the Landlord under clause 13 (Rules).

16. Termination of Tenancy

- a. The Tenant may terminate:
 - 1) To terminate this Agreement, the Tenant must give the Landlord 30 days written notice before moving from the unit. The Tenant will still be responsible for paying rent for all remaining months on the term of the lease until the Landlord is able to have another Tenant pay rent on the same unit.
 - 2) If the Tenant believes the Landlord is in material breach of this contract and is using that as grounds for the termination and those grounds are later found by a court to be a material breach.
- b. The Landlord may terminate this Agreement for the following reasons:
 - 1) the Tenant's material noncompliance with the terms of this Agreement which includes a failure of one or more of the primary tenants being employed by the State of Montana consistent with HB 819 of the 2023 legislative session;

- 2) as specified in MCA 70-24-422 (2) if rent is unpaid when due and the Tenant fails to pay rent within 3 days after written notice by the Landlord of nonpayment and the Landlord's intention to terminate the rental agreement if the rent is not paid within that period, the Landlord may terminate the rental agreement, and the Tenant shall vacate the premises if the landlord terminates the rental agreement.
- 3) any other reason allowed by Montana law as found in MCA 70-24-422 (and other portions of code);
- 4) the Tenant's material failure to carry out obligations under acceptable state law;
- 5) criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the Property by any other person under the tenant's control;
- 6) the Tenant is violating a condition of probation or parole under Federal or State law;
- 7) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 8) if the Landlord determines that the Tenant, any member of the household, a guest, or another person under the Tenant's control has engaged in the criminal activity on the Property;
- 9) the Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the Tenant's refusal to accept changes to this agreement; or
- 10) the Lease will auto terminate unless there is a new agreement signed by the Tenant and Landlord. Unless a new agreement is signed by the Tenant and Landlord, this agreement will not convert into a month-to-month arrangement upon the end of the lease term. The Tenant and all other occupants of the Property must vacate by the last day of the term of this Lease, or they will be considered trespassers.

c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to mail the Tenant written notice including the grounds for the proposed termination.

d. All termination notices must:

- 1) specify the date this Agreement will be terminated;
- 2) state the grounds for termination with enough detail for the Tenant to prepare a defense if any is available; and
- 3) advise the Tenant that he/she has 5 days within which to discuss the proposed termination of tenancy with the Landlord. The 5 day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant. In the event that the termination notice is for failure to pay rent, an unauthorized pet, or an

unauthorized person residing at the rental, the notice/discussion period will only be 3 days.

- e. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph c.

17. Hazards and Insurance:

The Tenant shall not undertake or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the BOI insurance premiums for the Property or surrounding properties. Such action constitutes a material non-compliance.

If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition. Landlord will not be responsible for finding Tenant alternative living space during this time nor any other expense. Landlord will not provide compensation or insurance related to the Tenants or their belongings. **Tenants are encouraged to seek rental or other insurance for their own belongings.**

18. Contents of this Agreement:

This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the Property. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord, and the Tenant will continue to be bound by them.

19. Attachments to the Agreement:

- a. Attachment No. 1 - Unit Inspection Report.
- b. Attachment No. 2- House Rules (if any).

20. Signatures:

TENANT

BY: _____

Date Signed: _____

BY: _____

Date Signed: _____

LANDLORD

BY: _____ Date Signed: _____