

**RENTAL AGREEMENT AND DEPOSIT RECEIPT**

**LANDLORD:       DOUBLE S DEVELOPMENT, LLC**  
**611 South Haynes Ave.**  
**Miles City, MT 59301**  
**(406)234-4168**  
**steadman@midrivers.com**

**TENANT/S:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tenant, or Tenants as the case may be, will be referred to herein as “Tenant,” whether one or more.**

**UNIT:               PRAIRIEVIEW APARTMENTS**  
**116 Atlantic**  
**Miles City, MT**  
**Unit No. \_\_\_\_\_**

Landlord and Tenant agree to each of the general and special terms of this Agreement and to Landlord’s Rules and Regulations, which constitute an independent condition of Tenant’s right to possession of the unit. Any failure by Tenant to comply with one or more of such terms shall constitute a default hereunder and Landlord may terminate this Agreement and Tenant’s right to possession of the unit in any manner provided by law.

Note that any reference herein to “Landlord” shall refer or pertain to Landlord or Landlord’s agent.

**SPECIAL TERMS**

1. The term of this tenancy shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continue on a month-to-month basis thereafter, until either party shall terminate tenancy by giving the other party a 30-day written notice.
  
2. Tenant shall pay to Landlord rent in the amount of \$\_\_\_\_\_ per month, in advance without demand, on or before the 1st day of each calendar month to Landlord at 611 S. Haynes, Miles City, Montana, or at such other place, as may be designated by Landlord from time to time.

3. Tenant shall pay for all utilities and services supplied to the unit. This includes water, electric, gas, phone service internet and cable, which must be in Tenant's name prior to moving in. Pick up key to your mailbox from the Post Office located on 7<sup>th</sup> Street.

For your convenience the following are telephone numbers of the local utility providers: City of Miles City (406)234-3462; Mid-Rivers (406)234-3336, MDU (800)638-3278

4. Tenant shall not assign this Agreement or sublet any portion of the unit. The unit shall be used as a residence with no more than \_\_\_\_adults and \_\_\_\_children, and for no other purpose.

5. Tenant acknowledges receipt of a copy of the Statement of Condition of the Unit attached hereto as Exhibit "A." Concurrently with the execution of this Agreement, Tenant shall pay to Landlord the sum of \$\_\_\_\_\_, which shall be the monthly rent in advance, and shall deposit with Landlord the sum of \$\_\_\_\_\_, to secure Tenant's compliance with all the conditions of this Agreement. In the event of default by Tenant of this Agreement, Landlord may deduct the amount necessary from the deposit to compensate Landlord for all tangible loss, injury or deterioration of the leasehold unit, caused by Tenant, Tenant's family or guests, plus all unpaid rent, utilities, services and cleaning expenses as allowed by law. 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 will be mailed to the address of Tenant provided to Landlord prior to moving, or to Tenant's last known address if no notice of new address is given to Landlord. If the deposit is insufficient to satisfy the damages, cleaning charges, utilities, services and unpaid rent, Landlord may collect the deficiency from Tenant.

6. It is expressly agreed and understood by Landlord and Tenant that the unit includes the following appliances: Laundry, refrigerator, dishwasher, stove, microwave, washer and dryer.

7. The Prairieview Apartments are smoke free. According to the Montana Clean Air Act, this includes smoking within 20 feet of entrance door. Any Tenant is responsible for guests and their actions. Penalty for failure to comply with this will result in a \$50 surcharge on the 1<sup>st</sup> offense and eviction on the 2<sup>nd</sup> offense.

8. Rent is due on the 1<sup>st</sup> day of each month. There will be a 10-day grace period prior to a \$25 late fee being assessed. See General Terms, Provision No. 5, for termination procedures.

9. All bicycles are to be kept in designated bike racks.

10. All residents agree not to engage in or permit unlawful activities. This includes underage drinking and illegal drug related activities in the unit, or the Prairieview Apartments hallways, common areas or grounds.
11. All balconies must be kept neat and clean at all times.
12. Moving in and out of the unit is permitted between the hours of 8:00 a.m. and 8:00 p.m. No vehicles of any sort are permitted on the lawns, sidewalks, etc., while Tenant is moving in or out.
13. No satellite dishes or other antennae shall be attached to outside walls or windows of the Prairieview Apartment building by Tenant without the written consent of Landlord. This shall not be construed to limit the rights granted by any federal or state law to any cable communications company.
14. Landlord is not required to furnish a program providing for the safety of Tenant from fire or crime.
15. With the exception of furniture designed expressly for outdoor use, all furniture must be kept inside the unit. All personal belongings must be kept inside the unit, or in storage areas approved in writing by Landlord. Any items outside the unit, unless approved in writing, are subject to removal by Landlord. Tenant may be charged for the cost of removal.
16. No personal articles are to be left in the Prairieview Apartment building hallways or other common areas.
17. The use of charcoal and propane grills is permitted; however, grills must be in good working condition. When in use, grills must not be situated next to the unit walls.
18. When Tenant is absent from the unit, the door thereto must be locked.
19. The use or storage of gasoline or other combustibles in the unit is prohibited.
20. Minor children must be supervised by a responsible adult at all times.
21. Tenant shall notify Landlord, in writing, as soon as Tenant discovers dripping faucets, faulty light switches, and the like, which require repair. In the event of an emergency, Tenant shall notify Landlord immediately.
22. Service requests should not be made to any personnel other than Landlord.

23. The cost of repair to or clearance of blockages in waste pipes or drains, water pipes or plumbing fixtures caused by Tenant's negligence or improper usage are the responsibility of Tenant. Payment for corrective action must be paid by Tenant on demand.

24. No alterations or improvements shall be made by Tenant without the consent of management. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of Tenant. Tenant shall be liable for any repairs necessary during or after residency to restore unit to the original condition. Glue or tape shall not be used to affix pictures or other home decor.

25. Landlord reserves the right to access the unit to look for defects. Landlord shall give Tenant at least 24 hours' notice of the intent to enter and may enter only at reasonable times. Landlord may enter the unit without consent of Tenant in the case of an emergency. Mont. Code Ann. Section 70-24-312.

26. Each unit is entitled to one parking permit per bedroom. No permit will be issued until this Agreement and its attachments, if applicable, are signed by each Tenant and Tenant is current on rent payments. **NO EXCEPTIONS.** Parking permits will only be issued for vehicles that are lawfully registered to Tenant.

Additionally:

- All vehicles must be parked in Prairieview Apartments parking lots located in front of the building or across the street at Riverview Apartments overflow outdoor parking lot. No on-street parking.
- Any vehicle parked on the street, on the grass, in a fire lane, or in front of the dumpster will be towed at the vehicle owner's expense without notice. In the event such vehicle has been issued a parking permit by Prairieview Apartments, the parking permit may be revoked and all parking privileges suspended.
- Only visitors may park in visitor parking. Any vehicle owned by a Tenant and parked in visitor parking, with or without a parking permit, will be towed at the vehicle owner's expense.
- Any vehicles parked in visitor parking past the posted time limit will be towed at the vehicle owner's expense.
- Only vehicles with valid Prairieview Apartments parking permits may park in resident parking areas. Vehicles parked without permits are subject to towing at the vehicle owner's expense.
- All parking permits remain the property of Prairieview Apartments. Landlord reserves the right to revoke any parking permits from any Tenant not observing the parking regulations. If a parking permit is revoked, a new parking permit will not be issued to a different Tenant residing in the same unit.

- No repairs, including oil changes, or washing of vehicles may be performed anywhere on Prairieview Apartments property.
- All parking permits must be displayed in the upper corner of the windshield on the driver's side to be valid. Parking permits are not transferrable.
- If you acquire a different vehicle, remember to peel your parking permit off your previous vehicle. Present Landlord with your parking permit and you will be issued a new parking permit in accord with the current parking regulations.

Vehicle Make & Model: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_

Vehicle license Number: \_\_\_\_\_

Vehicle Make & Model: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_

Vehicle license Number: \_\_\_\_\_

Vehicle Make & Model: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_

Vehicle license Number: \_\_\_\_\_

### **GENERAL TERMS**

1. Tenant acknowledges having read and agrees to comply with the following:

Mont. Code Ann. Section 70-24-321: Tenant to maintain dwelling unit. (1) 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 unit that he/she occupies and uses as reasonably clean and safe as the condition of the unit permits;
- (c) dispose from his/her 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 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 unit;
- (f) conduct himself/herself and require other persons on the unit with her/her consent to conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of the unit, and

(g) use the parts of the unit including the living room, bedroom, kitchen, bathroom, and dining room in a reasonable manner considering the purpose for which they were designed and intended.

2. Upon termination of the tenancy, Tenant shall return the unit to Landlord in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant's 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.

3. No waterbeds are permitted in any unit.

4. Either Landlord or Tenant may terminate this Agreement without cause by service in writing of notice upon the other at least 30 days prior to the date designated in the notice for termination. Rent shall be uniformly apportioned to the date of vacancy in the written notice of termination, provided; however, in the event Tenant remains in occupancy beyond such date, Landlord shall be entitled to rent through the end of the month that Tenant leaves.

5. If rent is not paid when due and Tenant fails to pay rent within 3 days after written notice of nonpayment and Landlord's intention to terminate the rental agreement if rent is not paid within 3 days, Landlord may immediately terminate the rental agreement and bring an action for eviction. Mont. Code Ann. Section 70-24-422.

6. In order to avoid deductions from the security deposit for cleaning, Tenant agrees to allow Landlord to inspect the unit at least 48 hours before Tenant surrenders the unit so that Landlord may provide Tenant with a written list of repairs or cleaning necessary to return the unit to its condition when rented. No deduction for cleaning will be made if Tenant accomplishes the cleaning prior to surrendering the unit.

7. Any condition of this Agreement shall be deemed changed 30 days following service by Landlord on Tenant of a written notice setting forth the change in such condition, including but not limited to the right to increase the monthly rental charged.

8. Landlord shall not be liable to Tenant nor to insure Tenant for any personal injury or property damages cause by the act or omission of any other Tenant or third party. Tenant shall obtain and pay for any insurance coverage that Tenant deems necessary to protect Tenant and Tenant's property.

9. Tenant, and all persons in or about the unit 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.

10. Failure of Landlord to enforce any term hereof shall not be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount hereof.

11. Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the unit or to Landlord at the address shown above, or at such other places as may be designated in writing by the parties from time to time.

The foregoing constitutes the entire agreement between the parties, and may be modified only in writing and signed by both parties.

**This Rental Agreement and the exhibits attached hereto are legally binding. The undersigned acknowledges having carefully this Agreement and the Exhibits and understands each provision. Further, the undersigned acknowledges receipt of a duplicate original hereof.**

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

Exhibit "A"  
**STATEMENT OF UNIT CONDITION**

This Statement is hereby given by Landlord to Tenant pursuant to Mont. Code Ann. Section 70-25-206. This unit has has/not been previously rented. The "condition" of the unit includes condition of the ceilings, walls floors, doors, glass, plumbing, electrical, and furnishings, if any. The following describes the condition of the unit, room by room.

A. LIVING ROOM

---

---

B. KITCHEN

---

---

C. APPLIANCES

---

---

D. BATHROOM

No. 1 \_\_\_\_\_

---

E. BATHROOM

No. 2 \_\_\_\_\_

---

F. BEDROOM

No. 1 \_\_\_\_\_

---

G. BEDROOM

No. 2 \_\_\_\_\_

---

H. BEDROOM

No. 3 \_\_\_\_\_

---

I. DECK \_\_\_\_\_

---



J. OTHER \_\_\_\_\_  
\_\_\_\_\_

The following damage, caused by previous Tenants, has not been restored:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

Exhibit "B"  
**PET POLICIES**

Landlord considers pets to be a serious responsibility and a risk to each resident in the unit. If you do not properly control and care for your pet, you will be held liable if it causes any damages or disturbs other Tenants. Tenant is hereby permitted to possess only the pet, or pets, described below in the unit you rent in Prairieview Apartments provided the conditions set forth below are met.

1. **TENANT:** \_\_\_\_\_  
**UNIT NO.:** \_\_\_\_\_

2. **PET/S.** The only pets allowed in the unit are cats and/or dogs. You may only keep the pet/s described below. No more than 3 pets will be allowed per unit. Prairieview Apartments DOES NOT allow "visiting pets." You may not substitute another pet for the one described below. Landlord has the exclusive right and discretion to limit restricted breeds or mixes.

Dog or Cat: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Breed and weight: \_\_\_\_\_

Age and Color: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

3. **ONE-TIME FEE:** Tenant is responsible for a one-time fee, paid in advance, in the amount of \$300. Such fee is non-refundable. This one-time fee must be provided PRIOR to the pet being brought to the unit.

4. **PET RENT:** Tenant will pay \$30 per month for pet rent. The pet rent shall be in addition to the amount due for unit rent. The pet rent will be due with the unit rent the 1st day each month. All pet rent is considered additional rent as defined in the Rental Agreement and failure to pay additional rent is grounds for eviction from Prairieview Apartments and termination of this Rental Agreement. The first month's pet rent must be provided PRIOR to the pet being brought to the unit.

5. **VACCINATION RECORDS:** Vaccination records evidencing that your pet is up-to-date with shots, including, but not limited to, distemper and rabies, must be provided

BEFORE the pet is allowed on the Prairieview property. Upon renewal of the Rental Agreement, Tenant will be required to provide the most current vaccination records.

**6. UNREGISTERED PETS, UNAUTHORIZED PETS:** Unregistered pets, such as “visiting pets,” will result in a \$250 surcharge. Once unregistered pets are discovered, pet rent will automatically increase to \$50 per month.

**Landlord reserves the right to expel any pet, regardless of breed, deemed to be aggressive, dangerous or out of control.**

**7. UNATTENDED PETS:** Pets will not be tied outside or left unattended in the unit at any time for any reason. Tenant agrees the pet will be kept inside the unit at all times unless Tenant accompanies pet outside. All pets must be kept on a leash and under the control of the Tenant when outside. Unleashed animals will be considered stray, and animal control will be called.

**8. REMOVAL OF PET WASTE:** Pets must be housebroken. You are prohibited from allowing your animal to defecate or urinate ANYWHERE in Prairieview Apartments, whether in the unit, hallways balconies or patios. **Pet owners must clean up after their pets on the Prairieview Apartments grounds, including sidewalks. Pet owners must dispose of their pet’s feces!!!** You will not receive a warning for violating this rule. The first offense will result in a \$50 surcharge, second offense \$100 surcharge, third is a \$150 surcharge and you will be asked to remove the pet from the unit. All pet owners at Prairieview Apartments may be charged for damages if there is found to be excessive pet feces around that area.

**9. INJURY:** Tenant is responsible for any injury or damage to persons or property caused by the pet.

**10. LAWS:** You must abide by all state and local laws regarding pets.

**11. INSURANCE:** Tenants with pets are required to carry renter’s liability insurance with Double S Development, LLC, listed as an additional insured.

**12. PET NOISE:** Excessive noise, barking, etc., or other disturbances caused or created by pets are prohibited and, at Landlord’s discretion, may be grounds for surcharge and/or removal of the pet. The 1st offense will result in a \$25 surcharge, 2nd offense a \$50 surcharge, 3rd offense is a \$100 surcharge and you will be asked to remove the pet from the unit.

**13. EMERGENCY:** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the veterinarian for treatment, at your expense.

14. **REMOVAL OF PET:** We may allow animal control to enter the unit and remove the animal if, in Landlord's judgment, you have:

- Abandoned a pet
- Left a pet in the unit for an extended period of time without food or water
- Failed to care for a sick pet

15. **PET SURCHARGES, LIABILITY AND DAMAGES:** Any pet surcharges assessed for a pet prior to pet approval, are *in addition to* the one-time, non-refundable fee.

Upon relocation, Tenant will be jointly and severely liable for the entire amount of damages, including general cleaning, deodorizing, shampooing carpets and, if necessary, pest extermination, e.g. fleas, as well as replacement of carpets, doors, woodwork, walls, windows, window screens, blinds, appliances, and/or landscaping. If items cannot be repaired, you must pay for complete replacement. Landlord will arrange these services and payments for damages are due upon demand.

As a Tenant of Prairieview Apartments and a pet owner, you assume all liability for the entire amount of injury that the animal causes to a person or anyone's property and with your signature below, you indemnify Landlord for all cost associated with litigation, including attorney's fees, resulting from any such damage. By signing this form, you attest to the fact that your pet has no history, nor any known incident of showing a threatening or aggressive posture towards people or other animals.

In the event, Landlord discovers Tenant's pet has exhibited threatening or aggressive behavior, Landlord may revoke the Tenant's privilege as to pets. Such revocation shall be in writing and, upon receipt of written notification, Tenant shall have a maximum of 1 day to permanently remove the pet. Failure to comply with the foregoing may result in Landlord exercising any legal remedies available, including, but not limited to, termination of the Rental Agreement.

**Prairieview Apartments reserves the right to alter or amend any Pet Policies set forth herein.**

**This is a legally binding document. Read it carefully before signing.**

Monthly Unit Rent \$ \_\_\_\_\_

Monthly Pet Rent \$ \_\_\_\_\_

New Total Monthly Rent Amount Due \$ \_\_\_\_\_

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

**I attest that I have read the Pet Policies and I do not have pets at this time.**

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

**\*\*\*\*\* FOR OFFICE USE ONLY\*\*\*\*\***

\_\_\_\_\_ \$300 non-refundable pet fee paid.

\_\_\_\_\_ Pet completed and signed by Tenant.

\_\_\_\_\_ Veterinary records of vaccinations have been provided.

\_\_\_\_\_ Picture of pet has been provided.

\_\_\_\_\_ Copy of Renter's Insurance Provided Prairieview Property Management

Signature: \_\_\_\_\_ Date: \_\_\_\_\_