

**PINNACLE ESTATES OF GLENDIVE LLC
DBA PINNACLE ESTATES & EXTENDED STAY RV**

FEDERAL EIN 82-3116213
31 HIGHWAY 16 GLENDIVE, MT 59330
PHONE: (406) 941-2123

MOBILE HOME LOT RENTAL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, INCLUDING THE SPECIFIC AND GENERAL TERMS DESCRIBED BELOW AND CONSISTING OF ELEVEN PAGES. IF NOT UNDERSTOOD, TENANT(S) IS ADVISED TO SEEK COMPETENT ADVICE.

PARTIES:

Hereafter known as “Manager” and

Hereafter known as “Tenant(s)” agree as follows:

SPECIFIC TERMS:

NOTICE OF STATUS AS MANAGER: Manager hereby notifies Tenant(s) that Manager is authorized to manage the Premises, which are described below, on behalf of its owner, as the owner’s representative and that the Manager is authorized to accept service of process, notices and demands on behalf of the owner. The Tenant(s) acknowledges that the Manager has provided to Tenant(s) the statutory disclosure describing the Manager’s duties and the limits of the Manager’s obligations, if required by Montana Code Annotated 37-51-314. The address of the Manager, for purposes of service of process, notices and demands is:

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- If this box is checked, the individual signing as manager is the actual owner of the premises.

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PREMISES: The Tenant(s) hereby agree to lease the premises located at:

ADDITIONAL OCCUPANTS: In addition to the Tenant(s) identified above, it is agreed that the following individuals shall occupy the premises:

TERMS OF LEASE: This Agreement shall begin on (date) _____, at which time Tenant(s) shall be entitled to possession of the lot. This tenancy is for a period of _____ months. The Lease expiration date is: _____.

DEFAULT EXTENSION OF LEASE TERM: In accordance with MCA 70-24-205, if neither Tenant or Manager provide a 30-day written notice of termination prior to the termination of the initial lease term set forth above, Tenant elects the following as the default as the default upon expiration of said initial lease term:

- The lease renews for an additional term equal in length to the initial term at the current monthly lot rental rate set forth herein **OR** \$ _____ per month, at which time the lease terminates.
- The lease renews for one additional term of _____ month(s) at the current monthly lot rental rate set forth herein **OR** \$ _____ per month, at which time the lease terminates.
- The lease renews on a month-to-month basis at the current monthly lot rental rate set forth herein **OR** \$ _____ per month.

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- The lease renews for a period of _____month(s) at the current monthly rental rate set forth herein **OR** \$ _____per month, at which time the lease will continue to renew automatically for identical terms and monthly rent unless one party gives a written notice of termination at least 30 days prior to the end of the then current term; **OR**
- The lease terminates.

Unless otherwise noted in Special Provisions any renewal periods are subject to the terms of this Lease.

Monthly lot Rent: \$ _____ Pet Rent: \$ _____ Total Monthly Rent:
\$ _____ by _____ a.m./p.m.of the _____ day of each month hereafter.

Late Charge: If the lot rental amount is not paid by _____ a.m./p.m. of the _____ day of the month, Tenant(s) shall pay a late charge as additional rent for that month as follows:

- A one-time charge of \$ _____ or a daily charge of \$ _____ for every day thereafter; **OR**
- A one-time charge of _____ % of the monthly rental amount that was late or a daily charge of _____ % of the monthly lot rental amount for every day thereafter.

NSF Check Fee: \$ _____, as provided in the General Terms.

UTILITIES: The utilities checked below are the obligation of the Tenant(s). Tenant(s) shall contract with and pay the utility provider directly for the indicated utilities.

- Gas
- Electric
- Garbage
- Cable TV
- Internet

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AUTHORIZATION: The tenant gives the following companies authorization to inform the manager, landlord and/or owner when the services are terminated or switched back into the manager, landlord, and /or owner's name.

Tenant's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

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GENERAL TERMS

LOT RENT: Rent is payable in advance on or before the day indicated in the Specific Terms of this Agreement for each calendar month to Stockman Bank located at 204 W. Bell Street Glendive, MT 59330. Please deposit into **Account Number 2020056925 , Routing Number 092905249**. Acceptance of anything other than full payment of rent does not constitute a waiver of prior Tenant(s) default. All payments made by Tenant(s) shall apply first to the oldest sums due and owing under the terms of this Agreement.

LATE CHARGE: In the event rent is not paid by the date set out in the Specific Terms of this Agreement, a late charge in the amount set forth therein shall arise. The late charge period is not a grace period and Manager is entitled to pursue the remedies provided herein if rent is not paid when due. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such. All payment made by Tenant shall be applied first to any fees or charges owing and any remaining balance shall be applied to rent owing.

NSF CHECKS: In the event any payment, made by check, to the Manager by Tenant(s) is returned unpaid, the Tenant(s)'s payment shall not be considered made until such funds are made good. In addition Tenant(s) shall pay the NSF Check Fee set out in the Specific Terms of this Agreement and from that time forward all payments must be in the form of a cashier's check or money order. All payments made by Tenant shall be applied first to any fees or charges owing and any remaining balance shall be applied to rent owing.

SECURITY DEPOSITS: Tenant(s) agrees to pay concurrent with the signing of this Agreement a security deposit and if applicable a pet deposit to secure Tenant(s)'s compliance with all of the conditions of this Agreement and Manager's Rules and Regulations, if any. All security deposits will be held in a trust account by Manager. If held in an interest bearing trust account, all interest will be retained by Manager to cover bank service charges relating to the trust account. Manager is not required to provide trust account information to the Tenant(s). The security deposit shall not be deemed rent for any rental month, unless Manager elects to do so, nor shall it constitute a measure of Manager's damage in the event of default by Tenant(s). In the event the Tenant(s) defaults under the conditions of this Agreement and/or Manager's Rules and Regulations, if any, or upon the expiration for the term of this Agreement, Manager may deduct a sum equal to the

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damage alleged to have been caused by the Tenant(s), together with a sum equal to the unpaid rent, owing at the time of the deduction, late charges, utilities, penalties due under lease provisions, and other money owing to the Manager at the time of deduction, including rent owed and as sum for actual cleaning expenses. If the security deposit is insufficient to satisfy such sums owing, Tenant(s) shall pay the deficiency upon demand. If Tenant(s) fails to pay such deficiency upon demand, Manager may proceed with collection of such deficiency using any lawful means. Any excess of the security deposit will be returned in accordance with Residential Tenant(s)'s Security Deposit Act (Title 70, Chapter 25 of the Montana Code Annotated) to the forwarding address provided by Tenant(s) together with a security deposit statement.

ADDITIONAL OCCUPANTS/GUESTS: The premises shall not be occupied by any person other than those named as Tenant(s) or additional occupants in this Agreement, without the prior written consent of the Manager. Tenant(s) shall not permit any guest to stay for more than _____ consecutive days in any twelve month period, without prior written consent of the Manager. Any guest, who stays in excess of this amount shall be considered an unauthorized occupant.

LAWN CARE: Lawn care including weeding, trimming and raking, as necessary, as well as mowing at least every seven days and watering in according with local regulations.

RULES AND REGULATIONS: The Manager may adopt Rules and Regulations concerning the Tenant(s)'s use and occupancy of the premises pursuant to Montana Code Annotated 70-24-311. Tenant(s) additional occupants and all guest shall abide by all Rules and Regulations, including but not limited to those concerning noise, odors, disposal of refuse, animals, parking, and use of common areas.

ORDINANCE AND STATUTES: Tenant(s) shall comply with all applicable statutes, ordinances, and requirements of all municipal, county, state, and federal authorities and with any applicable private restrictive covenants regarding the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant(s) will not assign their interest in this Agreement or sublet any portion of the premises without prior written consent of the Manager.

MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant(s) acknowledge that the premises are in good order and repair, unless otherwise indicated in this Agreement. Tenant(s)

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shall not destroy, deface, damage, impair or remove any part of the property. Tenant(s) will maintain the property in a clean, safe and sanitary manner. Tenant(s) shall be liable for damages caused by their actions and those of additional occupants and guest.

INSURANCE: Manager shall not be liable to Tenant(s), nor insure Tenant(s), for any personal injury or property damage caused by the act or omission of any other Tenant(s) or third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God. Tenant(s) acknowledges responsibility for securing insurance to cover Tenants mobile home and property against any loss or damage. Notwithstanding the foregoing, nothing contained herein shall be interpreted as an indemnification, exculpation or limitation of liability resulting from a party's purposeful misconduct or negligence.

DEFAULT: Tenant(s) agrees that each of the terms of this Agreement and of Manager's Rules and Regulations, if any, constitutes an independent condition of Tenant(s)' right to possession of the premises. Any failure by Tenant(s) to comply with one or more of such terms shall constitute a default under the terms of this Agreement and Manager's may terminate Tenant(s)' right to possession of the premises and other rights under this Agreement, together with such other remedies as provided by the Residential Landlord and Tenant Act of 1977 (Title 70, Chapter 24 of the Montana Code Annotated) and the Residential Tenant's Security Deposit Act (Title 70, Chapter 25 of the Montana Codes Annotated).

ABANDONED PERSONAL PROPERTY: Notice is hereby provided to Tenant that if, upon the termination of the Tenant's tenancy, personal property remains in the rental premises that has been abandoned based on clear and convincing evidence obtained by Manager, Manager may dispose of said abandoned, personal property as provided in Montana law including MCA 70-24-430.

VACATING PREMISES PRIOR TO TERMINATION: Tenant(s)' obligations under the terms of this Agreement shall not cease upon surrender of premises. Such obligations shall continue until this Agreement expires. In the event that one or more, but fewer than all, Tenant(s) vacate prior to the termination of the Agreement, the remaining Tenant(s) shall remain liable for the full sums due hereunder. The remaining Tenant(s) may locate a prospective Tenant(s) acceptable to them, however such prospective Tenant(s) must be approved by Manager prior to taking occupancy. *The prospective Tenant will be subject to the same screening that the remaining Tenants had previously been subject to including the SmartMove TransUnion*

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Background Check. In all cases, vacating Tenant(s) shall remain jointly and severally liable under the terms and conditions of this Agreement. Furthermore, no portion of the security deposit shall be returned, until the sooner of 30 days after Tenant(s)' surrender and Manager's acceptance of the premises, and, if then, only as provided herein.

TERMINATION OF TENANCY: Upon termination of tenancy, Tenant(s) shall return premises to Manager in the same condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant(s)' personal property, trash and debris. Tenant(s) acknowledges that no representations as to the condition or repair of the premises, nor as to Manager's intentions with respect to any improvements, alteration, decoration or repair of the premises, have been made to Tenant(s), unless provided in this Agreement. Tenant(s) acknowledges receipt of a written statement of the condition of premises, Upon termination of this Agreement the parties agree as follows:

1. Manager shall provide Tenant(s) written notice of the cleaning necessary to bring the premises back to its condition at the time of its renting.
2. Tenant(s) shall have twenty-four (24) hours after receipt of said notice to complete the required cleaning.
3. Failure to accomplish said cleaning within the time allowed entitles Manager to deduct the cost of cleaning from the security deposit.
4. If Tenant(s) does not notify Manager of any intent to vacate or vacates without notice, Manager has no obligations to provide a twenty-four (24) hour cleaning notice and may proceed to clean and deduct any cleaning charged from the security deposit.
5. Within thirty (30) days after the termination of the tenancy, Manager shall provide Tenant(s) with a written list of any rent due and any damages and cleaning charges deducted from the security deposit and payment of the difference, if any, between the security deposit and the deducted charges.
6. If, after inspection, there are no damages to the premises, no cleaning required, and no rent unpaid and if the Tenant(s) can demonstrate that no utilities are unpaid by Tenant(s), the Manager shall return the security deposit within 10 days.

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OBLIGATIONS: TENANT(S) Tenant(s) obligations are as follows:

1. To comply with all obligations primarily imposed upon Tenant(s) by applicable provisions of building and housing codes materially affecting health and safety;
2. To keep that part of the premises that they occupy and use as reasonably clean and safe as the condition of the premises allows;
3. To dispose from the dwelling all ashes, garbage, rubbish, and other waste in a clean and safe manner;
4. To conduct themselves and require other persons on the premises by consent of Tenant(s) to conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the premises;
5. To neither commit nor allow any illegal acts on or about the premises;
6. Tenant(s) must receive written authorization from Manager before installing any outdoor recreation equipment, i.e. trampoline, swimming pool, swing set
7. To not place indoor furniture outside at any time;
8. To 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 by, criminal production or manufacture of dangerous drugs, as prohibited by Section 45-0-110 M.C.A.; operation of an unlawful clandestine laboratory, as prohibited by Section 45-9-132 M.C.A.; or gang-related activities, as prohibited by Title 45, Chapter 8, Part 4 M.C.A.

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WAIVER OF DEFAULT: Manager's failure to require strict compliance with the conditions of this Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default, nor limit Manager's right with respect to that, or any subsequent default.

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

NOTICES: Unless otherwise provided, any notice required to give pursuant to the terms of this Agreement, may be given personally or by mailing the same, postage prepaid, certified to Tenant(s) at the premises or to the Manager at the address stated in the Specific Terms of this Agreement or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing or upon personal delivery.

TIME: Time is of the essence to the terms of this Agreement.

JOINT AND SEVERAL LIABILITY: It is expressly understood that this Agreement is between the Manager and each Tenant(s) jointly and severally. Each Tenant(s) will be responsible for timely payment of rent and performance of all other provisions of the Agreement.

ATTORNEY'S FEES: If any action brought by the Tenant(s) or Manager to enforce any of the terms of this Agreement, the prevailing party in such action may be entitled to such reasonable attorney fees and costs as the court or arbitrator shall determine just.

COLLECTION COSTS: If a collection action is instituted to collect money owed under this Agreement, the party or parties from whom collection is sought agree(s) to pay the reasonable costs of collection incurred in addition to any other fees or costs set forth in this Agreement. These fees and costs may include, but are not limited to, any collection agency's fees and costs.

CHOICE OF LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Montana. Further, the parties agree, if there is a lawsuit, that jurisdiction and venue shall be in the county in which the real property, subject of this Agreement, is located.

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MEGAN'S LAW DISCLOSURE: Pursuant to the provisions of the Title 46 Chapter 23, Part 5 of the Montana COde Annotated, 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. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information, please contact the local County Sheriff's office, the Montana Department of Justice in Helena, Montana, and/or the probation offices assigned to the area.

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

FAIR HOUSING: The Civil Rights and Fair Housing Laws of the United States and Montana prohibit housing discrimination on the basis of race, religion, sex, national origin, color handicap, familial status, marital status, age, and creed. All parties to this contract shall deal in a free and open manner according to said law.

ENTIRE AGREEMENT: 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 judgement, experience and expertise in entering into this Agreement with the Manager and are of legal age (or if Tenant(s) are not of legal age, Tenant(s) agree this Agreement is for necessity) and sound mind.

_____ / _____	_____ / _____
Manager	Tenant
Date	Date

_____ / _____	_____ / _____
Tenant	Tenant
Date	Date

_____ / _____
Tenant
Date