

1 YEAR LEASE SUMMARY

LANDLORD: Three Forks Residence LLC Mailing address: 2885 Sanford Ave SW #25889 Grandville, MI 49418 email: 3forksrez@gmail.com	PREMISE ADDRESS: 117 S Sargent, Glendive, MT 59330 UNIT #: _____ ("the Unit")	LEASE TERM BEGIN DATE: _____ FIRST MONTHS' RENT (NON-REFUNDABLE) PAID: ON OR PRIOR TO: MOVE-IN
MONTHLY RENT AMOUNT: PAYMENT DUE DATE: 1 ST of the Month Bank wire or ACH options are available on page 3	We do not take security deposits. LAST MONTH'S RENT: _____ PET DEPOSIT: _____ CALL MDU @ (800)638-3278 TO SWITCH ELECTRICITY TO YOUR NAME. COMPLETE "LANDLORD-TENANT CHECKLIST ON CONDITION OF PREMISES".	OCCUPANCY TERM END DATE: _____ Lease auto-renews unless a 30 days notice is given before its end

- I. The Tenant(s) of this Lease are named below: _____ Adults, _____ dependents (under 18)**
- II. Number of cats: 0**
- III. Number of dogs: 1**
- IV. The Lease for the rental of the residential property is between Three Forks Residence LLC and:**

(Only the below named parties to the Lease may occupy the Unit .)

Full Name	Driver's License or ID #	Phone Number	Email Address

PLEASE ATTACH A COPY OF YOUR DRIVER'S LICENSE WITH THIS LEASE.

SEE OCCUPANCY CLAUSE IN RENTAL AGREEMENT

- V. TERMS OF RENTAL:** The Rental Agreement Contract is subject to but not limited by the following terms and conditions:
- a. **RENT DUE DATE:** Full Rental Amount due on or before FIRST Day of Month. Rent payments are to be paid via Automatic Bank Withdrawal and are to be initiated by Tenant with Financial Institution, or arranged via separate Pre-Authorized Withdrawal Form with Landlord.
 - b. **LAST MONTH'S RENT:** Tenant shall pay last month's rent upon move-in.
 - c. **SECURITY DEPOSIT:** No security deposit shall be paid.
 - d. **PETS:** NON-REFUNDABLE Deposit is required. Absolutely no Pitbulls, Rottweilers, Chows. Each Dog Requires a Non-Refundable Pet Deposit of \$250. Each Cat Requires a Non-Refundable Pet Deposit of \$150. Puppies and kittens must be box and potty trained. However, damages from pets will be assessed for cleaning. Pet Deposit Payment Terms: Option #1: Total Pet Deposit to be Paid on Date of Execution of this Rental Agreement. Option #2: Total of Pet Deposit to be Paid in Agreed upon (3) installments, first installment due on Date of Execution (if choose Option #2, Preauthorized Payments must be set up by Tenant or arranged through a Preauthorized Payment Form with the Landlord).
 - e. **NO SMOKING, NO WATERBEDS, NO TRAMPOLINES ARE ALLOWED on premises.**
 - f. **UTILITIES:** Electricity is paid by the tenant, tenant is responsible to switch the electricity bill to their name by calling MDU.
LANDLORD-TENANT CHECKLIST ON CONDITION OF PREMISES: Tenant must complete the "Landlord-Tenant Checklist on Condition of Premises" or record a video walkthrough of the property, pointing out any pre-existing damage, and return this document to the landlord within 3 days of entering the Unit.
 - g. Violation of these conditions will constitute a Breach of this Rental Agreement, may require the immediate vacating of the Premises, and could result in the assessment of damages.

1 YEAR RENTAL AGREEMENT

A. ADDITIONAL TERMS OF RENTAL:

RENTAL TIME PERIOD: Landlord rents to Tenant the dwelling unit described above under PREMISE ADDRESS for 12 months. Lease expires 12 months after BEGINNING RENTAL DATE (stated above under Occupancy Term Begin Date).

RENTAL: Tenant agrees to pay as Rental for the Premises the sum stated above in Section II, Subsection (a) per month, payable by way of Option #1 or Option #2 stated above in Section II, Subsection (a). The first month's Rent is to be paid on the execution of this Agreement. The Security Deposit is to be paid by way of Option #1 or Option #2 as stated above in Section II, Subsection (b). If at any time this Contract is breached, Tenant may be responsible for each months' rent to the expiration of the Rental Agreement date as stated in the Paragraph entitled RENTAL TIME PERIOD. Tenant will give Landlord and/or Property Manager, in writing, thirty (30) days notice in advance of Rental Agreement Contract's Expiration date stating the Tenant's intent either to terminate this Rental Agreement and vacate premises or of intent to renew Rental Agreement. Failure to provide 30 days notice on or before the FIRST Day of Month of last month's rent automatically results in extension of the lease and the tenant having to pay the next month's full rent.

SECURITY DEPOSIT: On execution of this Rental Agreement, Tenant elects Option #1 and deposits with Landlord and/or Property Manager a Security Deposit in amount stated in Section II, Subsection (b) above, of which Landlord and/or Property Manager acknowledges the receipt OR Tenant elects Option #2 whereas Preauthorized Payments are set up by Tenant or arranged through a Preauthorized Payment Form with the Landlord. Security Deposit covers any cleaning and/or damage costs incurred. If Cleaning or Damage costs exceed the Security Deposit, Tenant will be billed for the additional costs incurred. Landlord may keep all deposits and monies including rent held by the Landlord or Property Manager if this Contract is substantially breached.

Tenant will conduct a walk through with the Landlord or Property Manager before accepting the Premises using the "Landlord-Tenant Check List on Condition of Premises" to document the condition of the Premises. This document will be used at Check Out to determine any changes in the condition of the Premises.

PAYMENT OPTIONS AND INSTRUCTIONS:

BY Wire	ACH	Check
Bank transfer: Initiate transfer with your bank. Beneficiary Name: Three Forks Residence LLC Account Number: 202429746488 Beneficiary Address: 2885 Sanford Avenue Southwest, Grandville, MI 49418 Receiving Bank Details ABA Routing Number: 091311229 Bank Name: Choice Financial Group Bank Address: 4501 23rd Avenue S Fargo, ND 58104	Fill out an online ACH form for autopay withdrawal. Or fill out by hand (see the last page).	For payment by check, contact us directly at 3forksrez@gmail.com 4063591492 for further instructions.

OCCUPANCY: Tenant agrees that the premises hereby rented shall be occupied only by the number of persons consisting of the adults and children as specified above in Section I. Tenant's bona fide temporary guests (persons staying less than 15 days) may be allowed to stay on the premises without written notification to the Landlord or Property Manager. Landlord or Property Manager will allow any guest or occupant intending to occupy the premises in excess of 15 days only after written notification and approval. Said Person approved by the

Landlord or Property Manager to occupy the Premises in excess of 15 days will be added to Rental Agreement as an additional Party responsible for the Terms and Conditions of this Rental Agreement.

ASSIGNMENT: This Rental Agreement cannot be assigned nor shall the Tenant sublet the Premises. This Rental Agreement is binding upon Tenant's Estate and Heirs.

DEFAULT: Failure by Tenant to pay the Rent Due by the Agreed upon Terms is a default of the Rental Agreement. A check, debit card or credit card draw returned or refused as NSF will constitute failure to pay Rent Due on time. There will be a four (4) day grace period allowed for Tenant to remedy the default. ON the fifth (5th) day of the month a Late Charge in the amount of \$50 (Fifty Dollars) will be addressed and an additional \$5.00 (Five Dollars) Late charge will be assessed for each day thereafter until the default is remedied by paying in full the Rent Due plus all Late Charges assessed. If the Rent and all Late Charges Assessed are not paid in full by the 10th (tenth) day of the month, the Rental Agreement shall be considered Breached and Eviction Proceedings shall be initiated and executed. Tenant shall forfeit all Monies and Deposits held by the Landlord or Property Manager. Following Eviction, any damages discovered to have been done to Premises that are in excess of any Monies or Deposits held will be billed to the Tenant.

NO ILLEGAL OR VIOLENT ACTIVITY OR BUSINESS shall be conducted or permitted on the Premises. Any such Illegal or Violent Activity or Business conducted upon the Premises shall be considered a breach of the Rental Agreement and the Rental Agreement is immediately terminated. Tenant shall immediately vacate Premises or, if necessary, Eviction Proceedings shall be initiated and executed immediately without further notice. Tenant shall forfeit all Monies and Deposits held by the Landlord or Property Manager. After the Premises are vacated or Tenant is evicted, if damages are discovered to have been done to Premises that are in excess of any Monies or Deposits held, Tenant will be billed for all excess repair costs incurred.

MAINTENANCE: Tenant shall keep and maintain said Premises including all grounds, walks, and outbuildings which are intended for Tenant's exclusive use in the a clean and sanitary condition at expiration of the Rental Agreement, or its earlier termination, Tenant shall surrender the Premises to Landlord or Property Manager in as good condition as when received, ordinary wear and tear and damages by the elements excepted. Tenant further agrees to comply with the following conditions:

- i.** To comply with all obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety.
- ii.** To dispose from Premises all ashes, garbage, rubbish and other waste in a clean and safe manner.
- iii.** To keep all equipment and plumbing fixtures in the premises or used by the tenant in a clean condition and in good repair. Tenant will not dispose of grease or fibrous waste down drains, nor flush paper towels, sanitary napkins or tampons down toilet stools. If a plumber is required to clear drains for the above reasons or for any reason caused by Tenant, Tenant shall be responsible for the costs incurred.
- iv.** To use in a reasonable manner and not cause damage to all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances. In addition to changing furnace filters, if present, on a regular interval.
- v.** To use all parts of the Premises in a reasonable manner consistent with the purpose for which they are designed and intended.
- vi.** Tenant will have all carpets cleaned by a Professional Carpet Cleaner after all possessions are removed from Premises and before Check Out. A paid receipt from the Professional Carpet Cleaner will be submitted as documentation of completing this requirement. Carpets are NOT to be cleaned by a Home Rental Rug Cleaner such as Rug, Doctor, Etc. If a tenant does not fulfill this requirement prior to vacating the premises, a Professional Carpet Cleaner will be hired and the cost of this service will be deducted from the Security Deposit.

- vii.** Maintenance / cleaning notice: property manager / owner has the right to enter premises for emergency maintenance at short notice. For scheduled repairs, cleaning or maintenance, the property manager / owner shall provide 24 hours written notice by email / text message / mail to the tenant before entering for cleaning / maintenance / repairs. Landlord has the right to inspect the property for any damage done to it during cleaning / maintenance / repair and compare it with the Landlord-Tenant Check List on Condition of Premises, and bill the tenant for any reasonably significant damage incurred.
- viii.** IF the water bill exceeds \$50 for the unit, the difference may be charged to the tenant at the landlord's discretion.

PAINTING POLICY: Tenant may not paint any walls unless they receive a written (paper or email) consent from the property manager and landlord of the building. If a tenant receives such approval they must either paint the walls to an approved color or agree to re-paint them white (or any other color the landlord chooses) upon leaving the premises, or pay the cost of repainting.

CHECK OUT POLICY: Property Manager and/or Landlord will do a walk through with Tenant using the original signed "Landlord-Tenant Check List on Condition of Premises" document within one (1) week of vacating of the premise. At this time the condition of the Premises will be assessed for the possible return of Security Deposit Money. When the walk through is completed, all conditions are checked off, and the keys are returned to the Landlord and/or Property Manager, then this Rental Agreement Contract is considered completed and fulfilled. On that day, the Utilities which tenant is responsible for shall be released from the Tenant's name and returned to the Landlord's name. Tenant can do so by calling MDU (800) 638 3278.

INSPECTION BY LANDLORD AND/OR PROPERTY MANAGER: Tenant shall allow Landlord and/or Property Manager to enter the Premises for inspections, repairs, alterations, improvements, showing to actual or prospective tenants, purchases, workmen, contractor, mortgagors, and for emergencies. Tenant shall allow Premises to be inspected by the Landlord and/or Property Manager with a walk through inspection. Tenant shall allow premises to be inspected by Landlord/Property manager via a walk-through at reasonable times, and at reasonable frequencies, to assess for preventive maintenance needs or repairs. Except in the case of emergency or unless it is impractical to do so, Landlord and/or Property Manager may provide Tenant with a written list of cleaning and repairs necessary to return the Premise to the same condition it was when initially rented. No deduction for cleaning and repairs will be made if Tenant accomplishes the necessary cleaning and repairs within the said forty-eight (48) hours.

TEMPERATURE: Tenant must maintain a minimum room temperature of 60°F, especially when leaving the building on vacation or extended leave. Tenant acknowledges and understands that the consequences of the building reaching freezing point will cause the bursting of pipes and the destruction of the building and would be liable in the event that the tenant caused the freezing of the building either through negligence or malicious intent.

INSURANCE AND INDEMNITY: Landlord or Property Manager shall not be liable to Tenant, nor to insure Tenant, for any personal injury or property damage caused by the act or omission of any other Tenant or third party. Tenant shall obtain and pay for any insurance coverage that Tenant considers necessary to protect Tenant and Tenant's property. Tenant agrees to indemnify, hold harmless and defend Landlord or Property Manager from and against any and all claims, demands, actions, debts, liabilities and attorney fees arising out of or claimed on account of or in any manner predicated upon loss of or damage to the property of and injuries to or death of any and all persons which may occur by reason of the negligence of Tenant or the negligence to or by the Tenant's family, invites, or guests. Tenant shall acquire renter's insurance from a reputable insurance agency.

RULES AND REGULATIONS: Tenant and all persons in or about the Premises with Tenant's permission shall comply with all Rules and Regulations made by the Landlord and/or Property Manager and served upon Tenant. Any such Rules and Regulations shall be considered incorporated herein by reference.

OTHER REMEDIES: The remedies available to Landlord shall consist of all those provided by law and shall not be limited to those specifically recited herein.

ATTORNEY FEES: If a suit is brought by Landlord for possession of the Premises or the recovery of any rent due or damages incurred under the provisions of the Rental Agreement, or for any obligation of Tenant arising under this Rental Agreement, or by Law, the prevailing party shall be entitled to recover all costs, including reasonable Attorney fees, cost of Court and service process fees.

ABANDONMENT: Tenant shall give Landlord and/or Property Manager written notice of Tenant's intent to be absent from the said Premises for a period in excess of fifteen (15) days. Such notice shall be given not later than the first day of such intended absence. Without such written notice, the Premises may be considered abandoned, this Rental Agreement may be considered breached and immediately terminated, and Landlord and/or Property Manager may arrange for the removal of Tenant's personal property to a suitable, safe storage area at Tenant's cost.

Tenant shall give thirty (30) days written notice of intent to vacate Premises prior to the date of Expiration of Rental Agreement. When the Tenant has given 30 days written notice of intent to vacate or abandon, Tenant shall allow Landlord and/or Property Manager to show said property to prospective tenants at any and all reasonable times. If notice was not given 30 days before the tenant's leave, the landlord may withhold a security deposit for up to 30 days in order to find a new tenant. Conditions apply as outlined in the above Paragraph entitled "INSPECTION BY LANDLORD AND/OR PROPERTY MANAGER".

TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS RENTAL AGREEMENT AND A COPY OF THE LANDLORD-TENANT CHECK LIST ON CONDITION OF PREMISES AND FURTHER ACKNOWLEDGES THAT TENANT HAS COMPLETELY READ AND UNDERSTOOD THIS RENTAL AGREEMENT IN ITS ENTIRETY AND ACCEPTS ITS TERMS

TENANT NAME	DATE	SIGNATURE

Shai Alexander Lipkovich (Three Forks Residence LLC		
LANDLORD (OR PROPERTY MANAGER ON BEHALF OF LANDLORD)	DATE	SIGNATURE

***Credit Card Authorization for Security Deposit and Damages**

Tenant hereby authorizes Landlord to hold Tenant's credit card information on file as a form of security deposit in accordance with Montana Code Annotated §70-25-101 et seq.

Tenant agrees that Landlord may place a hold, charge, or collect payment from the card on file in the following circumstances:

- Non-payment of rent
- Damage beyond normal wear and tear
- Cleaning charges incurred if Tenant fails to return the premises in a clean condition
- Unpaid utilities or fees associated with Tenant's breach of lease

Landlord agrees to provide a written itemized statement of any such charges within the statutory period (30 days) and will only charge the card after following all required procedures, including but not limited to:

- Offering the Tenant a pre-move-out inspection (if applicable)
- Allowing a 24-hour remedy period (if required by law)
- Providing an itemized list of deductions

This credit card authorization is voluntary and will not be used unless authorized by this lease or Montana state law. Tenant may request the removal of card information after full move-out and settlement of all dues.

Cardholder Name: _____

Card Type: Visa / MasterCard / Amex / Other

Last 4 Digits: ____

Expiration Date: __/__

Signature: _____

Date: ____

ACH Payment Authorization

You will be charged the amount indicated below, one-time or each billing period. A receipt for each payment will be provided to you and the charge will appear on your Bank Account Statement.

I, _____ authorize TFR LLC (Three Forks Residence LLC) to charge my Bank Account the amount of \$ _____

Goods / Services Rendered:

Billing Details

Billing Address _____ Phone # _____

City, State, Zip _____ Email _____

Bank (ACH) Information

☐ - Checking Account ☐ - Savings Account

Name on Account - _____

Bank Name - _____

Account Number - _____

Routing Number - _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the merchant in writing of any changes in my account information or termination of this authorization at least 30 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that the merchant may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$10 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

Individual's Signature _____ Date _____