

OWNER'S PROPERTY DISCLOSURE STATEMENT
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 The undersigned Owner, having entered into a listing with _____
2 as Broker, dated _____, and involving certain real property located at
3 _____, in the
4 City of _____, County of _____, Montana, which real property is
5 legally described as _____
6 _____
7 _____
8 _____

9 (the Property). Owner executes this Disclosure Statement, in order to assist the Broker in disclosing all
10 adverse material facts which concern the Property to prospective purchasers. Montana law defines an
11 adverse material fact as a fact that should be recognized as being of enough significance as to affect a
12 person's decision to enter into a contract to buy or sell real property and may be a fact that materially
13 affects the value of the Property, that affects the structural integrity of the Property, or that presents a
14 documented health risk to occupants of the Property.

15
16 **OWNER'S DISCLOSURE**

- 17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since _____ (date)
20

21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto
22 based on any adverse material facts known to the Owner. Owner hereby authorizes the Broker to provide
23 a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the
24 Property. Owner further agrees to indemnify and hold the Broker harmless from all claims for damages
25 based upon the disclosures made in this Disclosure Statement along with the failure of the Owner to
26 disclose any adverse material facts known to the Owner.
27

28 This information is a disclosure by the owner of known adverse material facts concerning the Property as of
29 the above date. **It is not a warranty or representation of any kind by the owner, the broker or the**
30 **salespersons and it is not a contract between owner and buyer. This disclosure statement is not a**
31 **substitute for any inspections the buyer may wish to obtain.**
32

33 Please describe any Adverse Material Facts concerning the items listed, or other components, fixtures or
34 matters. If space is inadequate, please attach additional sheets.
35

- 36 1. APPLIANCES: Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash
37 Compactor, Freezer, Washer, Dryer _____
38 _____
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: Water Softener, Water Conditioners, Exhaust Fans, Central
41 Vacuum System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms,
42 Remote Controls, T.V. Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and
43 internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door Openers, and Security Gates
44 _____
45 _____
46
47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads) _____
48 _____
49 _____
50
51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
52 a. Faucets, fixtures, etc. _____
53 _____
54 _____

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Owner's Property Disclosure Statement, January 2014 Owner's Initials

- 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic
 56 Tanks, Holding Tanks, and Cesspools) _____
 57 _____
 58
 59 c. Septic Systems permit in compliance with existing use of Property _____
 60 _____
 61
 62 Date Septic System was last pumped? _____
 63
 64 d. Public Sewer Systems (Clogging and Backing Up) _____
 65 _____
 66 _____
 67
 68 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces,
 69 Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems,
 70 Gas Leaks, thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____
 71 _____
 72 _____
 73
 74 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality
 75 Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation) _____
 76 _____
 77 _____
 78 _____
 79
 80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation) _____
 81 _____
 82 _____
 83
 84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors,
 85 Window Screens, Slabs, Driveways, Sidewalks, Fences) _____
 86 _____
 87 _____
 88
 89 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 90 _____
 91 _____
 92
 93 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking) _____
 94 _____
 95 _____
 96
 97 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition) _____
 98 _____
 99 _____
 100
 101 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells) _____
 102 _____
 103 a. Private well _____
 104 b. Public or community water systems _____
 105
 106 13. POOLS, OUTDOOR LIVING, ANCILARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater,
 107 Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground
 108 Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn,
 109 Carport) _____
 110 _____

111 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing
112 or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
113 _____
114 _____
115 _____

116 15. ACCESS: (If the property is not on a public street note any Driveway Agreements, Private Easements
117 and Legal Disputes Concerning Access)
118 _____
119 _____
120 _____

121 16. HAZARD INSURANCE/DAMAGES/CLAIMS: _____
122 _____
123 _____

124 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of
125 Owner's knowledge that the Property has has not been used as a clandestine Methamphetamine
126 drug lab. If the Property has been used as a clandestine Methamphetamine drug lab, attached are any
127 documents concerning the use of the Property as a clandestine Methamphetamine drug lab.
128

129 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act,
130 Owner represents that to the best of Owner's knowledge the Property has has not been tested for
131 radon gas and/or radon progeny and the Property has has not received mitigation or treatment for
132 the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test
133 results along with any evidence of mitigation or treatment.
134

135 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year
136 1978, Owner has has no knowledge of lead-based paint and/or lead-based paint hazards on the
137 Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the
138 Property, attached are all pertinent reports and records concerning that knowledge.
139

140 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the
141 Owner represents to the best of Owner's knowledge that the Property has has not been tested for
142 mold and that the Property has has not received mitigation or treatment for mold. If the Property
143 has been tested for mold or has received mitigation or treatment for mold, attached are any documents
144 or other information that may be required under Montana law concerning such testing, treatment or
145 mitigation.
146

147 **If any of the following items or conditions exist relative to the Property, please check the box and**
148 **provide details below:**

- 149 1. Asbestos.
- 150 2. Noxious weeds.
- 151 3. Destructive insects such as termites, pine beetles or carpenter ants. (If property has been tested
152 or treated, attach documentation.)
- 153 4. Common walls, fences and driveways that may have any effect on the subject property.
- 154 5. Encroachments, easements, or similar matters that may affect your interest in the subject property.
- 155 6. Room additions, structural modifications, or other alterations or repairs made without necessary
156 permits or HOA and HOA architectural committee permission.
- 157 7. Room additions, structural modifications, or other alterations or repairs not in compliance with
158 building codes.
- 159 8. Health department or other governmental licensing, compliance or issues.
- 160 9. Landfill (compacted or otherwise) on the property or any portion thereof.
- 161 10. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 162 11. Settling, slippage, sliding or other soil problems.
- 163 12. Flooding, draining, grading problems, or French drains.
- 164 13. Major damage to the property or any of the structures from fire, earthquakes, floods, slides, etc.
- 165 14. Waste dump or disposal or landfill or commercial use in the vicinity of the property which causes
166 smoke, smell, noise or other pollution.

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- 167 15. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 168 16. Neighborhood noise problems or other nuisances.
- 169 17. Violations of deed restrictions, restrictive covenants or other such obligations.
- 170 18. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements,
- 171 etc.
- 172 19. Zoning, Historic District or land use change planned or being considered by the city or county.
- 173 20. Street or utility improvement planned that may affect or be assessed against the Property.
- 174 21. Property Owner's association obligations (dues, lawsuits, etc.).
- 175 22. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 176 23. "Common area" problems.
- 177 24. Tenant problems, defaults or other tenant issues.
- 178 25. Notices of abatement or citations against the Property.
- 179 26. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening
- 180 the Property.
- 181 27. Airport affected area.
- 182 28. Pet damage: _____
- 183 29. Property leases, crop share agreements, mineral leases or reservations.

185 Owner certifies that the information herein is true, correct and complete to the best of the Owner's
 186 knowledge and belief as of the date signed by Owner.

188 Owner _____ Date _____

191 Owner _____ Date _____

194 **Please note the following changes to the foregoing disclosure:** _____

195 _____
 196 _____
 197 _____
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 199 _____
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209 Owner _____ Date _____

212 Owner _____ Date _____

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: _____

Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the Property that are known to the owner. **The disclosure statement does not provide any representations or warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material fact concerning a particular feature, fixture or element imply that the same is free of defects.**

Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects. **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall condition of the Property in lieu of other inspections, reports or advice.**

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Buyer/Lessee _____ Date _____

Buyer/Lessee _____ Date _____

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.