

**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.

OWNER'S DISCLOSURE

- 15
16
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.

Buyer's or Lessee's Initials

- 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.

184
 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.

187
 188 Owner _____ Date _____

189
 190
 191 Owner _____ Date _____

192
 193
 194 **Please note the following changes to the foregoing disclosure:** _____
 195 _____
 196 _____
 197 _____
 198 _____
 199 _____
 200 _____
 201 _____
 202 _____
 203 _____
 204 _____
 205 _____
 206 _____

207
 208
 209 Owner _____ Date _____

210
 211
 212 Owner _____ Date _____

BUYER'S ACKNOWLEDGEMENT

213

214

215 Subject Property Address: _____

216

217

218

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

224

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

229

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

231

232 Buyer/Lessee _____ Date _____

233

234

235 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.