

SEASONAL RESIDENTIAL RENTAL AGREEMENT

This lease agreement is made and executed on _____, 20__, by and between **G & C FARMING, LLC**, 11741 Road 191, Oakwood, OH 45873, referred to as "owner," and _____, referred to as "lessee."

1. Owner agrees to rent to lessee the home located on 200 McCoy Creek Rd. West, Darby, Montana, together with furniture and furnishings.

2. The term of this lease shall be _____, commencing on _____, _____, 20__, and terminating on _____, 20__, at 1:00 p.m.

3. On the execution of this lease agreement, lessee shall pay a confirmation deposit in the amount of \$250, not to be applied to total rent. After total rent is received, prior to arrival, the \$500.00 will be held as a security deposit. The deposit may be refundable if lessee must cancel for good cause prior to 30 days before rental date. The security deposit shall be refunded within 14 days after the premises have been vacated, provided, however, that telephone obligations have been cleared, as applicable, and the premises are left in the same condition as received, normal wear excepted.

4. Lessee shall pay total rent for the premises in the amount of \$_____, payable 2 weeks before occupancy.

5. Utilities (except long distance telephone charges) are to be paid by owner.

6. The premises are rented for use as a residence for not more than 8 total people including children.

7. No animals or pets shall be kept on the premises. No smoking inside the house.

8. Lessee shall not disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance on or about the premise.

9. Lessee shall obey the rules and regulations posted on the premises.

10. Lessee shall keep the premises clean and in good condition and shall pay for any repairs caused by accident, negligence, or misuse by lessee or lessee's guests.

11. Lessee shall neither paint nor make any alterations to the premises without the prior written consent of owner.

12. With lessee's permission, which shall not be withheld unreasonably, owner or owner's agent shall be permitted to enter the premises to make repairs and to show the premises to prospective tenants or purchasers. In an emergency, owner or owner's agent may enter the premises without securing prior permission from lessee, but shall give lessee notice of such entry immediately thereafter.

13. Lessee shall not let or sublet all or any part of the premises nor assign this lease agreement or any interest in this lease agreement without the prior written consent of owner.

14. In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

15. Either party may terminate this lease agreement in the event of a violation of any provision of this lease agreement by the other party.

16. Any holdover after the expiration of this lease agreement by lessee with the consent of owner shall be deemed a day-to-day tenancy and not a renewal of this lease agreement.

17. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of Montana.

18. The failure of either party to this lease agreement to insist on the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this lease agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continuing and remain in full force and effect as if no such forbearance or waiver had occurred.

19. This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Executed by the parties on the day and year first above written.

LANDLORD:

G & C FARMING, LLC

Signature(s)

Address

Telephone Number

TENANT:

Printed Name(s)

Signature(s)

Address

Telephone Number

SFH:alp
03/11/12