

## CONSTRUCTION WORKER LEASE AGREEMENT

Unit Owner ("Landlord") \_\_\_\_\_

KCD Enterprises and/or KCD Employees or Workers ("Tenant") \_\_\_\_\_

Project Manager: \_\_\_\_\_

Property Manager ("Agent"): \_\_\_\_\_

Big Horn at Lone Mountain Unit Owner's Association, Inc: ("Association")

**I. Lease Agreement.** Tenant hereby agree to lease the furnished premises located at Big Horn at Lone Mountain Unit # \_\_\_\_\_ in the city of Big Sky, County of Madison, Montana, consisting of 3 Bedrooms, 3 Baths, Smoke Detectors in kitchen-living area, 1 Fire Extinguisher(s) and variable Carbon Monoxide Detectors(s). Tenant shall provide their own linens and towels and may provide temporary beds as per tenant's preference to accommodate one adult per bed. The use of the garage is reserved for the use of the Unit Owner (Landlord) and for the use of the Contractor to store materials for installation into the Landlord's unit or other units under construction (e.g., windows and doors).

**II. The Parties.** The Lease Agreement is between the following:

Unit Owner(s)/Unit# ("Landlord"): \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

Property Manager ("Agent") (Name, Email, Tel): \_\_\_\_\_

Tenant:

Business name: KCD ENTERPRISES LLC

Email: kit@kcdenterprise.com, annmarie@kcdenterprise.com

Mailing Address: PO Box 11113 Bozeman, MT 59719

Phone number(s): 406-599-9034

Printed Name and cell phone contact information for each occupant of the Unit:

1. Dakota Carbah      406-595-3103

2. Garrett Greathouse      406-224-0145

3. Porter Goff      406-223-2787

4. Other Occupants TBD

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

## CONSTRUCTION WORKER LEASE AGREEMENT

**III. Lease Term.** This form serves as a legal and binding lease agreement (Referred to as the "Rental Agreement") for a period of a full Seven (7) months.

Start Date 04/19/2021      End Date 11/19/2021

**IV. Restrictions:** Tenant is restricted to no less than six and no more than \_\_\_\_\_ people per unit as specified by Landlord. No smoking is allowed on the premises. No pets are allowed on the premises. No guests are allowed on the premises. Tenant is prohibited from loud or drunken behavior and shall refrain from any conduct that disturbs the quiet enjoyment of other tenants, owners, or occupants.

Tenant is strictly prohibited from making any permanent alteration to the premises except as may be required in the performance of their work duties. Specifically, Tenant is prohibited from any alteration that requires a cut, hole, or mark in the floor, ceiling, stair, railing or any other fixture.

Garbage is to be emptied daily into provided bearproof garbage container(s) and taken to the side of the street to be picked up every Monday morning, with container brought back into the Unit garage as soon as possible within the same day.

### **V. Conditions:**

Tenant must promptly report to Project Manager any damage to property no matter how small or insignificant.

Tenant must permit entry by Project Manager at intervals to allow inspection for condition of property.

Tenant must permit entry by Landlord's Agent at intervals to allow inspection for condition of property.

Tenant must maintain property in good and clean condition to avoid an accumulation of garbage, rubbish, debris, filth, pests, or rodents.

Tenant shall provide own towels, bedding and personal items including soap.

Tenant shall arrange and pay for final cleaning and inspection of property with the company selected by Unit Owner.

Tenant agrees to 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.

Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated in this Agreement. Tenant shall not destroy, deface, damage, impair or remove any part of the premises. Tenant will maintain the premises in a clean, safe, and sanitary manner, including the maintenance of all smoke detectors, carbon monoxide detectors and fire extinguishers located in the premises. Tenant shall be liable for damages caused by their actions and those of guests. Tenant shall not re-key any locks, add any lock, paint, paper, or decorate, or makes other alterations to the premises.

Tenant agrees that except for emergencies, the Project Manager or Landlord's Agent shall give Tenant a twenty-four (24) hour notice of intent to enter the premises at a

## CONSTRUCTION WORKER LEASE AGREEMENT

reasonable time for the purpose including, but not limited to, inspections, to make repairs or alterations, or to supply services. Tenant shall not deny access by the Project Manager (or his representative), or Landlord's Agent.

Tenant acknowledges that the Landlord, Project Manager, Property Manager, or Association shall not be liable to the 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 by any criminal act, war, riot, pestilence, war, riot, insurrection, fire, or act of God.

Tenant shall notify Project Manager of any anticipated absence of greater than seven (7) days or such absence will be considered abandonment of the premises. Tenant(s) shall be responsible for any damage to the premises caused by the Tenant(s) absence.

Landlord will provide water, cable, heat, electric, trash and internet except as removed during unit or building construction.

**VI. Rental Payments.** The Landlord and the Tenant, by and through the Association, agree to the following fees, and deposits:

Payment in full of \$14,000 within 10 days of the Start Date 04/19/2021

Payable to \_\_\_\_\_

Payments shall be made in  Cash  Check  Other \_\_\_\_\_

Payment Instructions \_\_\_\_\_

**VII. Deposit(s).** The landlord and tenant agree to the following fee(s) and deposit(s) (\*Be aware of any Security Deposit Rules in your State):

**As a security deposit, Landlord, by and through the Association, shall retain 5% of the contract price due to Langlas & Associates for services rendered pursuant to the Construction Agreement of March 26, 2021. Langlas Initial\_\_\_\_\_**

Security Deposit shall be released after the termination of tenancy, and that the premises have been verified by the Project Manager that the premise is in the same condition and repair as when received, and free all Tenant(s) personal property, trash and debris and has been completely cleaned. Furthermore, approval of conditions and correction of any damage to unit or replacement or reimbursement of any itemized damaged property after inspection by Unit Owner's or Unit Owner's representative.

## CONSTRUCTION WORKER LEASE AGREEMENT

**VIII. Notices.** When submitting official notice from one party to another the following mailing and/or electronic addresses should be used:

Unit Owner:

Mailing Address \_\_\_\_\_

City of \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

Tenant.

Mailing Address PO Box 11113

City of Bozeman State MT Zip 59719

Email: kit@kcdenterprise.com, annmarie@kcdenterprise.com

\*This Rental Agreement is not contingent upon the provision of an Email address by the Tenant. Tenant understands that by providing an email address, they consent to delivery of notices by electronic mail.

**IX. Use of Property.** Tenant agrees to obey all federal, state, and local laws and to act in a manner that does not disturb the peace of other's quiet enjoyment. Tenant(s) understand that the Property (Unit and affixed garage and deck) are part of Phase 1 construction and that Tenant understands that construction takes precedence over any issues of Tenant privacy, convenience, or peace and quiet.

- A. Cold Weather. The thermostat shall be set no lower than 55\* during the entire term of the tenancy to prevent the pipes from freezing.
- B. Keys. Tenant is responsible for the cost of re-keying if all keys are not returned upon vacating. Tenant acknowledges that the locks have not been changed prior to occupancy. Tenant is responsible for the cost of replacing and reprogramming garage door opener not returned upon vacating the premises.
- C. Parts of the Premises. Tenant agrees to use parts of the premises including living room, bedroom, kitchen, and dining room in a reasonable manner considering the purposes for which they were designed and intended.
- D. The Tenant will not be allowed to commit nor allow any illegal acts on or about the premises.

**X. Landlord's Access to Premises.** The landlord, Project Manager (or his representative), or Property Manager may enter the property within 24 Hours by giving notice to the tenant. Notice may be made a certificate of mailing or certified mail, by delivery in hand to the tenant, or via electronic mail. If notice is sent by certificate of mailing or certified mail, an additional three (3) days will be added to the notice period to account for delivery. In addition to granting notice, the Unit Owner,

## CONSTRUCTION WORKER LEASE AGREEMENT

Property Manager, Project Manager, or other Association Representative may also enter the premises under any of the following conditions:

- A. In any emergency that requires immediate action and preservation of the property.
- B. If illegal activity is occurring on the property.
- C. If loud or drunken behavior, smoking, pets, or destruction of property is reported.
- D. If tenant unreasonably withholds consent.
- E. If the tenant has vacated the property or has not been present for more than seven (7) days.

**XI. Default.** Either party may be considered in default through the following:

A. **Landlord's Default.** The Landlord is considered to have defaulted on this agreement if:

- 1. A utility has been cancelled that is the responsibility of the landlord, except as required for unit or building construction.
- 2. The Landlord prevents the tenant from accessing the property.
- 3. The landlord makes any unnecessary repairs that are considered a detriment to the tenant's quiet enjoyment of the property.

B. **Tenant's Default.** The Tenant is considered to have defaulted on this agreement if:

- 1. Tenant causes severe damage to the property, in which case KCD Enterprises agrees to reimburse Landlord for damages.
- 2. The Tenant fails to follow any of the terms and conditions stated in this lease agreement, in which case every occupant of the unit will be evicted and there will be no refund of any of the rental funds for the unit.

C. **Waiver.** Tenant is not required to pay rent if the property is considered uninhabitable. Furthermore, if during the lease agreement the landlord does not comply to return the property to move-in condition, then a partial rental payment may be accepted.

**XII. Possession.** The following should take place after the authorization of the lease agreement:

- A. **Tenant** should receive immediate access to the property. If the landlord fails to grant occupancy, the tenant has the right to terminate the lease agreement and have the option to seek damages.
- B. **Landlord** shall grant possession of the property by giving access to all the following but not limited to unit entry, common areas, and trash areas.

## CONSTRUCTION WORKER LEASE AGREEMENT

- C. If the Tenant does not accept occupancy, the lease agreement will be considered in default and the Tenant, having prevented the Landlord from renting their Unit when not in construction, will forfeit the full \$14,000, nor will the Association have to pay to house these workers elsewhere.

**XIII. Subleasing/Assigning.** The tenant is barred from subletting or assigning any part of the property to another person or entity.

**XIV. Maintenance.** The tenant is required to maintain the same sanitary condition throughout the term of the lease agreement as it was upon move-in. If any necessary repairs are needed it is the tenant's responsibility to inform the Project Manager as soon as possible of any defect(s).

**XV. Severability.** If any part, sentence, or section of the lease agreement is considered invalid it does not affect the parties from being legally liable for the remaining terms and conditions.

**XVI. Good Faith.** If the tenant misrepresented any claim in the lease agreement or in the process of authorizing, i.e., the "Rental Application", the tenant may be found in violation and be subject to default.

**XVII. Time.** Is of the essence.

**XVIII. Other Agreements.** This legal document represents the entire terms and conditions by which each party must abide. Any other agreements or deals made on behalf of the landlord any tenant should be attached or will not be considered legally enforceable.

**XIX. Signatures.** In the witness whereof, the landlord and tenant agree to the terms and conditions to the executed lease agreement dated

April / 14 / 2021 (*Month/Day/Year*)

**CONSTRUCTION WORKER LEASE AGREEMENT**

**SIGNED BY:**

Unit Owner's Name and Unit # (*Printed*) \_\_\_\_\_

\_\_\_\_\_

Unit Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

-----

Tenant's Name/Company (*Printed*) CHRISTOPHER CARBAH / KCD ENTERPRISES LLC

\_\_\_\_\_

Tenant's Signature  Date 4-14-2021

-----

Langlas & Association, LLC by: Bud Daigle

Signature \_\_\_\_\_ Date 4/15/21