

# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: October 13, 2023

2  
3 Property: 125 Hot Springs Road, Hot Springs, MT 59845

4 Seller(s): Michele Loomis

5 Seller Agent: Kate Sousa

6  
7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:


- 8  
9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are  
10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any  
11 statements made by the seller; and  
12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of  
13 information regarding adverse material facts that concern the property.

14  
15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been  
16 completed and signed by the Seller(s) as required by Montana law. Regardless of what the Seller(s) has/have  
17 provided Seller Agent as set forth in the Owner's Property Disclosure Statement, **except as set forth below**, the  
18 Seller Agent has no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or  
20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern  
21 the Property

22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_

28  
29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,  
30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by  
31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property  
32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to  
33 any advice, inspections or defects.

34  
35 Seller Agent Signature:  10/14/2023

36  
37 Dated: October 13, 2023

38  
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40  
41 Buyer Agent: \_\_\_\_\_

42  
43 Buyer Agent Signature: \_\_\_\_\_

44  
45 Dated: \_\_\_\_\_

46  
47 Buyer Signature: \_\_\_\_\_

48  
49 Dated: \_\_\_\_\_

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Property Disclosure Statement, September 2023

# OWNER'S PROPERTY DISCLOSURE STATEMENT

## MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: October 13, 2023

2  
3 The undersigned Owner is the owner of certain real property located at 125 Hot Springs Road  
4 \_\_\_\_\_, in the City of Hot Springs,  
5 County of Sanders, Montana, which real property is legally described as:  
6  
7 S03, T21 N, R24 W, C.O.S. 375, ACRES 24, TRACT B NE4SE4  
8  
9

10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse  
11 material facts which concern the Property. Montana law defines an adverse material fact as a condition, malfunction,  
12 or problem that would have a materially adverse effect on the monetary value of real property, that affects the  
13 structural integrity of any improvements located on the real property, or that presents a documented health risk to  
14 occupants of the real property or would impair the health or safety of future occupants of the real 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 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse  
22 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to  
23 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned  
24 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.  
25

26 **This disclosure statement is not a warranty of any kind by the Owner, the Seller Agent, or any authorized**  
27 **representative of the Owner involved in the sale of the Property, and it is not a contract between the Owner**  
28 **and Buyer. This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.**  
29 The Buyer is encouraged to consult their own independent inspectors to aid in the Buyer's due diligence prior to  
30 closing on the purchase of the Property.  
31

32 This Disclosure Statement must be provided no later than contemporaneously with the execution of a real estate  
33 purchase contract. Unless the Buyer and Owner have otherwise agreed in writing, any contract for the purchase of  
34 the Property is not effective until 3 days after the Buyer has received this Disclosure Statement, and during that delay  
35 Buyer may withdraw or rescind any contract to purchase the Property without penalty.  
36

37 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on  
38 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any  
39 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify  
40 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,  
41 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the  
42 failure of the Owner to disclose any adverse material facts known to the Owner.  
43

44 This Disclosure Statement is considered a disclosure by the Owner only and not the Seller Agent or other authorized  
45 representative of the Seller. The Seller is not responsible for misstatements or errors in this Disclosure Statement  
46 that are based on information the Seller obtained from a reliable third-party, including a local governing agency.

\_\_\_\_\_  
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- 47 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.  
 48  
 49 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,  
 50 Freezer, Washer, Dryer)  
 51 \_\_\_\_\_  
 52 \_\_\_\_\_  
 53  
 54 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum  
 55 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.  
 56 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire  
 57 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)  
 58 \_\_\_\_\_  
 59 \_\_\_\_\_  
 60  
 61 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and  
 62 Overloads, or lack of utility connections)  
 63 \_\_\_\_\_  
 64 \_\_\_\_\_  
 65  
 66 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 67 a. Faucets, fixtures, etc.  
 68 \_\_\_\_\_  
 69 \_\_\_\_\_  
 70  
 71 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding  
 72 Tanks, and Cesspools)  
 73 \_\_\_\_\_  
 74 \_\_\_\_\_  
 75  
 76 c. Septic Systems permit in compliance with existing use of Property  
 77 \_\_\_\_\_  
 78 \_\_\_\_\_  
 79  
 80 Date Septic System was last pumped?  
 81 \_\_\_\_\_  
 82 \_\_\_\_\_  
 83  
 84 d. Public Sewer Systems (Clogging and Backing Up)  
 85 \_\_\_\_\_  
 86 \_\_\_\_\_  
 87  
 88 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air  
 89 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,  
 90 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) \_\_\_\_\_  
 91 \_\_\_\_\_  
 92 \_\_\_\_\_  
 93  
 94 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,  
 95 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)  
 96 \_\_\_\_\_  
 97 \_\_\_\_\_  
 98  
 99 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
 100 \_\_\_\_\_  
 101 \_\_\_\_\_

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- 102 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 103 Screens, Slabs, Driveways, Sidewalks, Fences)  
 104 \_\_\_\_\_  
 105 \_\_\_\_\_  
 106 \_\_\_\_\_
- 107 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)  
 108 \_\_\_\_\_  
 109 \_\_\_\_\_  
 110 \_\_\_\_\_
- 111 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 112 \_\_\_\_\_  
 113 \_\_\_\_\_  
 114 \_\_\_\_\_
- 115 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
 116 \_\_\_\_\_  
 117 \_\_\_\_\_  
 118 \_\_\_\_\_
- 119 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
 120 \_\_\_\_\_  
 121 \_\_\_\_\_  
 122 \_\_\_\_\_
- 123 a. Private well  
 124 \_\_\_\_\_  
 125 \_\_\_\_\_  
 126 \_\_\_\_\_
- 127 b. Public or community water systems  
 128 \_\_\_\_\_  
 129 \_\_\_\_\_  
 130 \_\_\_\_\_
- 131 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,  
 132 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems  
 133 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)  
 134 \_\_\_\_\_  
 135 \_\_\_\_\_  
 136 \_\_\_\_\_
- 137 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in  
 138 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,  
 139 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate  
 140 area:  
 141 \_\_\_\_\_  
 142 \_\_\_\_\_  
 143 \_\_\_\_\_
- 144 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a  
 145 required permit) \_\_\_\_\_  
 146 \_\_\_\_\_  
 147 \_\_\_\_\_
- 148 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private  
 149 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or  
 150 the Seller's ability to transfer the Property):  
 151 \_\_\_\_\_  
 152 \_\_\_\_\_  
 153 \_\_\_\_\_

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17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the immediate area:
- 
18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
- 
19. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property ☐ **has** ☒ **has not** been used as a clandestine Methamphetamine drug lab and ☐ **has** ☒ **has not** been contaminated from smoke from the use of Methamphetamine. If the Property has been used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the use of Methamphetamine.
20. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property ☐ **has** ☒ **has not** been tested for radon gas and/or radon progeny and the Property ☐ **has** ☒ **has not** received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment.
21. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner ☐ **has** ☒ **has no** knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and records concerning that knowledge.
22. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner represents to the best of Owner's knowledge that the Property ☐ **has** ☒ **has not** been tested for mold and that the Property ☐ **has** ☒ **has not** received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold, attached are any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.
23. OTHER TESTING OR TREATMENTS: Has the Property been tested or treated for the presence of fuel or chemical storage tanks, asbestos, or contaminated soil or water:
- 

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

1. ☐ Asbestos.
2. ☐ Noxious weeds.
3. ☐ Pests, rodents.
4. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or treated, attach documentation.)
5. ☐ Common walls, fences and driveways that may have any effect on the Property.
6. ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
7. ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or HOA and HOA architectural committee permission.
8. ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.
9. ☐ Health department or other governmental licensing, compliance or issues.

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

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296

297

Owner

Authentisign

10/14/2023

Date

Michele Loomis

Michele Loomis

Owner

Date

\_\_\_\_\_  
Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

298  
299  
300 Subject Property Address: 125 Hot Springs Road. Hot Springs, Montana 59845  
301 \_\_\_\_\_  
302 \_\_\_\_\_  
303 \_\_\_\_\_

304 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the  
305 Property that are known to the Owner. **The disclosure statement does not provide any representations or**  
306 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**  
307 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**  
308

309 Buyer further understand that the Owner is not obligated to investigate the Property in preparing this Disclosure  
310 Statement and that the Owner, other than having lived at and/or owned the Property, has no greater knowledge than  
311 what could be obtained by the Buyer's careful inspection.  
312

313 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for  
314 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.  
315 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**  
316 **condition of the Property in lieu of other inspections, reports or advice.**  
317

318 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.  
319

320  
321 \_\_\_\_\_ Date \_\_\_\_\_  
322

323  
324 \_\_\_\_\_ 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 Montana or federal holidays.