

MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 03/25/2024
 2
 3 Property: 1027 5TH Avenue W Kalispell MT 59901
 4 Seller(s): Michelle Hemsley Val Hemsley
 5 Seller Agent: Drew Hollinger
 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 known to the seller agent, except that the seller agent is not required to inspect the property or verify any statements made by the seller; and
- 10
- 11 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of information regarding adverse material facts that concern the property.
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15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Commercial) that
 16 has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
 17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement
 18 (Commercial), **except as set forth below**, the 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
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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 Seller Agent Signature: *Drew Hollinger*
 35 Drew Hollinger
 36 Dated: 03/25/2024
 37 _____
 38

39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement (Commercial).

40
 41 Buyer Agent: _____
 42
 43 Buyer Agent Signature: _____
 44
 45 Dated: _____
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 47 Buyer Signature: _____
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 49 Dated: _____

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



1 Date: _____
2

3 The undersigned Owner is the owner of certain real property located at _____
4 1027 5TH Avenue W, in the City of Kalispell,
5 County of Flathead, Montana, which real property is legally described as:
6 S18 T28 R21 FISHERS ADD
7
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 fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.
15

OWNER'S DISCLOSURE

- 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 based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and
24 hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless
25 from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the
26 Owner to 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 the above
29 date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and
30 buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**
31

32 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.
33

34 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
35 Freezer, Washer, Dryer)
36

37 None
38

39 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater,
40 Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V. Antenna, Satellite Dish, Central sound
41 systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door
42 Openers, and Security Gates)
43

44 Hot Water Heater services 8/9/21,
45

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45 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

46 None

47
48
49 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

50 a. Faucets, fixtures, etc.
51 Transfer station replaced ???

52
53
54 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
55 Tanks, Grease Traps, Oil/Water Separators and Cesspools)

56 n/a

57
58
59 c. Septic Systems permit in compliance with existing use of Property

60 n/a

61
62
63 Date Septic System was last pumped? _____

64
65 d. Public Sewer Systems (Clogging and Backing Up)

66 None

67
68
69 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
70 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
71 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks) _____

72 Furnace last serviced ???

73
74
75 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
76 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

77 n/a

78
79
80 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

81 None

82
83
84 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
85 Screens, Slabs, Driveways, Sidewalks, Fences)

86 One window screen damaged

87
88
89
90
91
92
93 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)

94 slight moisture on north basement wall - 4 times in last 21 years - with excessive spring rain or snow melting

95
96
97 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)

98 None

99

_____/_____
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- 100 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
- 101 None
- 102
- 103
- 104
- 105
- 106 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
- 107 None
- 108
- 109
- 110 a. Private well
- 111 _____
- 112 _____
- 113
- 114 b. Public or community water systems
- 115 _____
- 116 _____
- 117
- 118 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped
- 119 or un-landscaped yard)
- 120 n/a
- 121
- 122
- 123 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
- 124 which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
- 125 None
- 126
- 127
- 128 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
- 129 Disputes Concerning Access)
- 130 None
- 131
- 132
- 133 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
- 134 None
- 135
- 136
- 137 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
- 138 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab and
- 139 has has not been contaminated from smoke from the use of Methamphetamine. If the Property has been
- 140 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine,
- 141 Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and
- 142 provide any documents or other information that may be required under Montana law concerning the use of the
- 143 Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the
- 144 use of Methamphetamine.
- 145
- 146 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
- 147 that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon
- 148 progeny and the Property has has not received mitigation or treatment for the same. If the Property has
- 149 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
- 150 or treatment.

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Owner's Initials

- 151 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
- 152 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
- 153 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
- 154 and records concerning that knowledge.
- 155
- 156 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
- 157 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
- 158 the Property has has not received mitigation or treatment for mold. If the Property has been tested for mold
- 159 or has received mitigation or treatment for mold, attached are any documents or other information that may be
- 160 required under Montana law concerning such testing, treatment or mitigation.
- 161

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

163 **details below.**

- 164 1. Asbestos.
- 165 2. Noxious weeds.
- 166 3. Pests, rodents.
- 167 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
- 168 treated, attach documentation.)
- 169 5. Common walls, fences and driveways that may have any effect on the Property.
- 170 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
- 171 7. Building additions, structural modifications, or other alterations or repairs made without necessary permits
- 172 or association and architectural committee permission.
- 173 8. Building additions, structural modifications, or other alterations or repairs not in compliance with building codes.
- 174 9. Health department or other governmental licensing, compliance or issues.
- 175 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 176 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 177 conducted by Seller in or around any natural bodies of water.
- 178 12. Settling, slippage, sliding or other soil problems.
- 179 13. Flooding, draining, grading problems, or French drains.
- 180 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 181 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 182 smell, noise or other pollution.
- 183 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 184 17. Neighborhood noise problems or other nuisances.
- 185 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 186 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 187 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 188 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 189 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 190 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 191 24. "Common area" problems.
- 192 25. Tenant problems, defaults or other tenant issues.
- 193 26. Notices of abatement or citations against the Property.
- 194 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
- 195 28. Airport affected area.
- 196 29. Animal damage.
- 197 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 198 or reservations.
- 199 31. Environmental Phase I, II or III and any environmental reports or remediation records or known
- 200 Environmental conditions
- 201 32. Railroad leases affecting the Property .
- 202 33. Other matters as set forth below.

194 _____ / _____
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Owner's Initials

203 Additional details:

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

252  _____ 03/25/2024
 253 _____
 254 Owner's Signature Michelle Hemsley _____ Date
 255  _____ 03/26/2024
 256 _____
 257 Owner's Signature Val Hemsley _____ Date

_____/_____
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BUYER'S/LESSEE'S ACKNOWLEDGEMENT

Subject Property Address: 1027 5TH Avenue W Kalispell MT 59901
S18 T28 R21 FISHERS ADD

Buyer(s)/Lessee(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)/Lessee(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's/Lessee's Signature Date

Buyer's/Lessee's Signature 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.

MOLD DISCLOSURE



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 03/25/2024

3 Property Address: 1027 5TH Avenue W Kalispell MT 59901

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the building or buildings on the property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property, as such a determination may only be made by a qualified inspector.

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

30	<u>Michelle Hemsley</u>	<u>03/25/2024</u>	<u>Drew Hollinger</u>	<u>03/25/2024</u>
31		Date	Seller's Agent/Property Manager	Date
32	Seller/Landlord		<u>Drew Hollinger</u>	
33	<u>Michelle Hemsley</u>			
34	<u>Val Hemsley</u>	<u>03/26/2024</u>		
35	Seller/Landlord	Date	Seller's Agent/Property Manager	Date
36	<u>Val Hemsley</u>			

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

45	Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	Date
46				
47				
48	Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	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 holiday can be performed on the next business day.