

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 5/1/2026
2
3 Property: 209 9th St. W, Hardin MT 59034
4 Seller(s): Rhonda Johnson, POA - Robert Sprenger
5 Seller Agent: Tami Soumas
6

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

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

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 _____
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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: Tami Soumas

36
37 Dated: 5/1/2026

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: _____

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



1 Date: 05/01/2026
2
3 The undersigned Owner is the owner of certain real property located at 209 9th Street West
4 _____, in the City of Hardin
5 County of Big Horn, Montana, which real property is legally described as:
6 Hardin 7th Addition, S23, T01 S, R33 E, Block 1, Lot 7A, Acres 14490
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 and are known to Owner. Montana law defines an adverse material fact as
12 a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of real
13 property, that affects the structural integrity of any improvements located on the real property, or that presents a
14 documented health risk to occupants of the real property or would impair the health or safety of future occupants of
15 the real property.

16
17 **OWNER'S DISCLOSURE**

18
19 Owner has never occupied the Property.
20 Owner has not occupied the Property since 06/13/2025 (date).

21
22 Concerning adverse material facts, Montana law provides that the Owner is/are obligated to disclose any adverse
23 material facts that concern the Property and that are actually known to the Owner. The Owner is not obligated to
24 investigate the Property in preparing this Disclosure Statement. The Owner, other than having lived at and/or owned
25 the Property, has no greater knowledge than what could be obtained by the Buyer's careful inspection.

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

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

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

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

_____/_____
Buyer's or Lessee's Initials

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ij / _____
Owner's Initials

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

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

Washer getting a new pump

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

3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, Overloads, or known information concerning utility connections)

nothing known

4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
a. Faucets, fixtures, etc.

nothing known

- b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, and Cesspools)

- c. Septic Systems permit in compliance with existing use of Property

Date Septic System was last pumped?

- d. Public Sewer Systems (Clogging and Backing Up)

no issue

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

no issue

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

no issue - fireplaces haven't been used for years

_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

- 100 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 101 fully insulated - exceeds what is required
 102 _____
 103 _____
- 104 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 105 Screens, Slabs, Driveways, Sidewalks, Fences)
 106 need window in bedroom due to vapor seal failure; in process of
 107 being replaced new carpet being installed in basement; new LVP 2024
 108 _____
- 109 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water or water intrusion, and Fuel Tanks)
 110 moisture along south wall of basement due to rain storm; dry wall
 111 replaced
 112 _____
- 113 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 114 nothing known
 115 _____
 116 _____
- 117 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 118 new in 2023
 119 _____
 120 _____
- 121 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 122 _____
 123 _____
- 124 a. Private well
 125 no
 126 _____
 127 _____
- 128 b. Public or community water systems
 129 City service
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 131 _____
- 132 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 133 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 134 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 135 underground sprinklers front and rear; Trex deck
 136 _____
 137 _____
- 138 14. NUISANCES/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in
 139 the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance,
 140 annoyance or pollution, any hazardous materials or pest infestations located on the Property or in the immediate
 141 area:
 142 nothing known
 143 _____
 144 _____
- 145 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without a
 146 required permit) _____
 147 _____
 148 _____
- 149 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private
 150 Easements and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or
 151 the Seller's ability to transfer the Property):
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_____/_____
 Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement, May 2025
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TS / _____
 Owner's Initials

- 211 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 212 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
- 213 conducted by Seller in or around any natural bodies of water.
- 214 12. Settling, slippage, sliding or other soil problems.
- 215 13. Flooding, draining, grading problems, or French drains.
- 216 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 217 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
- 218 smell, noise or other pollution.
- 219 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 220 17. Neighborhood noise problems or other nuisances.
- 221 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 222 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 223 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 224 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 225 22. Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 226 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 227 24. "Common area" problems.
- 228 25. Tenant problems, defaults or other tenant issues.
- 229 26. Notices of abatement or citations against the Property.
- 230 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
- 231 Property.
- 232 28. Airport affected area.
- 233 29. Pet damage
- 234 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 235 or reservations.
- 236 31. Other matters as set forth below including environmental issues, structural system issues, mechanical
- 237 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 238 concerning the Property.
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240 Additional details:

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_____/_____
Buyer's or Lessee's Initials

_____/_____
Owner's Initials

BUYER'S ACKNOWLEDGEMENT

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Subject Property Address: _____

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

Buyer(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