

# MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)



1 Date: 09/10/2026  
 2  
 3 Property: 333 S Main Street, Kalispell, MT 59901  
 4 Seller(s): Toby Gilchrist  
 5 Seller Agent: James Williamson & Nathan Feliksa  
 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  
 10 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements  
 11 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 (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  
 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:    
 36 James Williamson & Nathan Feliksa  
 37 Dated: 09/10/26 09/10/26  
 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: \_\_\_\_\_  
 46  
 47 Buyer Signature: \_\_\_\_\_  
 48  
 49 Dated: \_\_\_\_\_

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



1 Date: 09/10/2026

2  
3 The undersigned Owner is the owner of certain real property located at 333 S Main Street, in the City of Kalispell,  
4 Flathead County of Flathead, Montana, which real property is legally described as:  
5 KAL, S18, T28 N, R21 W, BLOCK 65, Lot 15 - 16, ASSR#0000293260  
6  
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 a  
12 fact that should be recognized as being of enough significance as to affect a person's decision to enter into a contract  
13 to buy or sell real property and may be a fact that materially affects the value of the Property, that affects the structural  
14 integrity of the Property, or that presents a documented health risk to occupants of the 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 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 NA  
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 NONE  
45

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

© 2025 Montana Association of REALTORS®  
Owner's Property Disclosure Statement (Commercial), May 2025  
Page 1 of 6

Authentisign  
TG

\_\_\_\_\_/\_\_\_\_\_  
Owner's Initials

- 46 3. ELECTRICAL SYSTEM/UTILITY CONNECTIONS: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and  
 47 Overloads, or known information concerning utility connections)  
 48 NONE  
 49  
 50  
 51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)  
 52 a. Faucets, fixtures, etc.  
 53 NONE  
 54  
 55  
 56 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding  
 57 Tanks, Grease Traps, Oil/Water Separators and Cesspools)  
 58 NANA  
 59  
 60  
 61 c. Septic Systems permit in compliance with existing use of Property  
 62 NA  
 63  
 64  
 65 Date Septic System was last pumped? \_\_\_\_\_  
 66  
 67 d. Public Sewer Systems (Clogging and Backing Up)  
 68 NONE  
 69  
 70  
 71 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air  
 72 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,  
 73 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks)  
 74 NONE  
 75  
 76  
 77 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,  
 78 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)  
 79 NONE  
 80  
 81  
 82 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
 83 NA  
 84  
 85  
 86 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window  
 87 Screens, Slabs, Driveways, Sidewalks, Fences)  
 88 NONE  
 89  
 90  
 91  
 92  
 93  
 94  
 95 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
 96 SUMP PUMP UNDER FREIGHT ELEVATOR  
 97  
 98  
 99 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
 100 NONE  
 101

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

Authentisign  
 TG

\_\_\_\_\_/\_\_\_\_\_  
 Owner's Initials

102 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)  
 103 NONE  
 104  
 105  
 106  
 107  
 108 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)  
 109 NONE  
 110  
 111  
 112 a. Private well  
 113 -NA  
 114 -  
 115  
 116 b. Public or community water systems  
 117 .NONE  
 118 -  
 119  
 120 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped  
 121 or un-landscaped yard)  
 122 NA  
 123  
 124  
 125 14. NUISANCE/HAZARDOUS MATERIALS: Waste dump or disposal or landfill or gravel pit or commercial use in the  
 126 vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance  
 127 or pollution, any hazardous materials or pest infestations located on the Property or in the immediate area:  
 128 NA  
 129  
 130  
 131 15. ALTERATIONS: (whether any substantial additions or alterations have been made to the Property without any  
 132 required permit)  
 133 UNKNOWN  
 134  
 135  
 136 16. ACCESS/OWNERSHIP: (If the Property is not on a public street note any Driveway Agreements, Private Easements  
 137 and Legal Disputes Concerning Access; matters affecting legal ownership or title to the Property or the Seller's  
 138 ability to transfer the Property)  
 139 NA  
 140  
 141  
 142 17. SOILS: Whether there are any problems with settling, soil, standing water, or drainage on the Property or in the  
 143 immediate area:  
 144 SEE ENVIRONMENTAL REPORTS  
 145  
 146  
 147 18. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):  
 148 NONE  
 149

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

© 2025 Montana Association of REALTORS®  
 Owner's Property Disclosure Statement (Commercial), May 2025  
 Page 3 of 6

 / \_\_\_\_\_  
 Owner's Initials

19. METHAMPHETAMINE/FENTANYL: 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 or fentanyl drug lab and ☐ has ☒ **has not** been contaminated from the consumptions of methamphetamine or fentanyl. If the Property has been used as a clandestine methamphetamine or fentanyl drug lab or contaminated from the consumption of methamphetamine or fentanyl, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine/Fentanyl 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 or fentanyl drug lab or the contamination of the Property from the consumption of methamphetamine or fentanyl.

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. ☐ Building additions, structural modifications, or other alterations or repairs made without necessary permits or association and architectural committee permission.
8. ☐ Building additions, structural modifications, or other alterations or repairs not in compliance with building codes.
9. ☐ Health department or other governmental licensing, compliance or issues.
10. ☐ Landfill (compacted or otherwise) on the Property or any portion thereof.
11. ☐ Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work conducted by Seller in or around any natural bodies of water.
12. ☐ Settling, slippage, sliding or other soil problems.
13. ☐ Flooding, draining, grading problems, or French drains.
14. ☐ Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
15. ☐ Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke, smell, noise or other pollution.
16. ☐ Hazardous or Environmental Waste: Underground storage tanks or sump pits.
17. ☐ Neighborhood noise problems or other nuisances.
18. ☐ Violations of deed restrictions, restrictive covenants or other such obligations.
19. ☐ Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.

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

© 2025 Montana Association of REALTORS®  
Owner's Property Disclosure Statement (Commercial), May 2025  
Page 4 of 6

Authentisign  
TG

\_\_\_\_\_  
Owner's Initials

- 206 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
- 207 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
- 208 22. ☐ Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 209 23. ☐ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 210 24. ☐ "Common area" problems.
- 211 25. ☒ Tenant problems, defaults or other tenant issues.
- 212 26. ☐ Notices of abatement or citations against the Property.
- 213 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
- 214 28. ☐ Airport affected area.
- 215 29. ☐ Animal damage.
- 216 30. ☒ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
- 217 or reservations.
- 218 31. ☒ Environmental Phase I, II or III and any environmental reports or remediation records or known
- 219 Environmental conditions
- 220 32. ☐ Railroad leases affecting the Property .
- 221 33. ☐ Other matters as set forth below including environmental issues, structural system issues, mechanical
- 222 issues, legal issues, physical issues, or others not listed above of which the Seller has actual knowledge
- 223 concerning the Property.
- 224

225 Additional details:

226 \_\_\_\_\_

227 \_\_\_\_\_

228 \_\_\_\_\_

229 \_\_\_\_\_

230 \_\_\_\_\_

231 \_\_\_\_\_

232 \_\_\_\_\_

233 \_\_\_\_\_

234 \_\_\_\_\_

235 \_\_\_\_\_

236 \_\_\_\_\_

237 \_\_\_\_\_

238 \_\_\_\_\_

239 \_\_\_\_\_

240 \_\_\_\_\_

241 \_\_\_\_\_

242 \_\_\_\_\_

243 \_\_\_\_\_

244 \_\_\_\_\_

245 \_\_\_\_\_

246 \_\_\_\_\_

247 \_\_\_\_\_

248 \_\_\_\_\_

249 \_\_\_\_\_

250 \_\_\_\_\_

251 \_\_\_\_\_

252 \_\_\_\_\_

253 \_\_\_\_\_

254 \_\_\_\_\_

255 \_\_\_\_\_

256 \_\_\_\_\_

257 \_\_\_\_\_

258 \_\_\_\_\_

259 \_\_\_\_\_

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

© 2025 Montana Association of REALTORS®  
Owner's Property Disclosure Statement (Commercial), May 2025  
Page 5 of 6

Authentisign  
TG

\_\_\_\_\_/\_\_\_\_\_  
Owner's Initials

260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304

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.

 Toby Gilchrist 09/10/2026  
Owner's Signature Toby Gilchrist Date

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

### BUYER'S/LESSEE'S ACKNOWLEDGEMENT

Subject Property Address: 333 S Main Street, Kalispell, MT 59901  
KAL, S18, T28 N, R21 W, BLOCK 65, Lot 15 - 16, ASSR#0000293260

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.