

## SOUTH DAKOTA MONTH-TO-MONTH RENTAL AGREEMENT

This Lease Agreement ("Lease") is entered by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") on \_\_\_\_ (Date). Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

**PREMISES:** Landlord hereby leases the premises located at \_\_\_\_\_  
\_\_\_\_\_ in the City of \_\_\_\_\_, State of South Dakota, (the "Premises") to Tenant.

**LEASE TERM:** The Lease will start on \_\_\_\_\_ and will continue as a month-to-month tenancy. According to Statute 562A.34 to terminate tenancy the Landlord or Tenant must give the other party a written 30-day notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month's full rent. If the Tenant does not provide the Landlord with a written 30-day notice, they shall forfeit their full deposit amount.

**SECURITY DEPOSIT.** At the signing of this Agreement, Tenant shall deposit with Landlord, in trust, a security deposit of \$\_\_\_\_\_ as security for the performance by Tenant of the terms under this Agreement and for any damages caused by Tenant, Tenant's family, and visitors to the Property during the term of this Agreement. The Landlord may use part or all of the security deposit to repair any damage to the Property caused by Tenant, Tenant's family, and visitors to the Property. However, the Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Agreement, Tenant shall forfeit any deposit, as permitted by law.

**LATE CHARGES.** Rent is due on the 1st of each month. If any or all of the rent is not received by the \_\_\_ of the month, \$\_\_\_ per day will be charged as late fees until full rental payment is received. If rent is not received by the \_\_\_ of the month, Tenant will be considered in breach of the Agreement and eviction proceedings will be initiated.

**INSUFFICIENT FUNDS:** Tenant agrees to pay the charge of \$\_\_\_ for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

**DEFAULTS:** If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute ordinance or law to the contrary, Tenant shall have \_\_\_ days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's

option: a) cure such default and the cost of such action may be added to Tenant's financial obligations under this Lease; or b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is ground for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**QUIET ENJOYMENT:** Tenant shall be entitled to quiet enjoyment of the Premises and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

**OCCUPANTS.** Tenant agrees that no more than \_\_\_ persons may reside on the Property without the prior written consent of the Landlord.

**CONDITION.** The Tenant has inspected the property, the fixtures, the grounds, building, and improvements and acknowledges that the Property is in good and acceptable condition and are habitable. If at any time during the term of this Agreement, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

**POSSESSION AND SURRENDER OF PREMISES:** Tenant shall be entitled to possession of the Premises on the 1<sup>st</sup> day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to the Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

**ASSIGNMENT AND SUBLEASE:** Tenant  shall  shall not assign or sublease any interest in this Lease. All sublease arrangement must be made with prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

**DANGEROUS MATERIALS:** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

**RIGHT OF ENTRY.** Tenant agrees to make the Property available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant \_\_\_ hours notice of intent to enter. Tenant shall not, without Landlord's prior written consent, add,

alter or re-key any locks to the Property. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

**ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the building or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

**UTILITIES AND SERVICES:** Charge for  electricity,  telephone service,  cable television,  heat,  hot water,  water,  garbage pick-up,  snow-removal and  lawn maintenance are services/utilities provided to the apartment are included as a part of this Lease and shall be borne by the Landlord in addition to the following:

\_\_\_\_\_.

**MAINTENANCE, REPAIR, AND RULES.** Tenant will, at Tenant's sole expense, keep and maintain the Property in a good, clean and sanitary condition and repair during the term of this Agreement and any renewal thereof. Tenant shall be responsible to make all repairs to the Property, fixtures, appliances, and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family or visitors. Tenant agrees that no painting will be done on or about the Property without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Property or in the event of the failure of any of the appliances or equipment. The Landlord will use their best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

**PETS.** Tenant shall not keep any pets on the Property without the prior written consent of the Landlord. If Landlord grants permission to Tenant to keep pets, an additional security deposit of \$\_\_\_ will be required by the Landlord to keep in trust for potential damage to the Property caused by Tenant's pets.

**RIGHT OF INSPECTION:** Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

**HOLDOVER.** In the event, Tenant remains in possession of the Property for any period after the expiration of the Agreement Term ("Holdover Period") a new month-to-month tenancy shall be created subject to the same terms and

conditions of this Agreement at a monthly rental rate of the same in this agreement unless otherwise agreed by the Parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either Party or on longer notice if required by law.

**ABANDONMENT:** If Tenant abandons the Premises of any personal property during the term of this Lease, Landlord may at is option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenants from the Premises for at least \_\_\_ consecutive days without notice to Landlord. If Tenant abandons the Premises while the rent is outstanding for more than \_\_\_ days and there is not reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease Agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

**INDEMNIFICATION:** To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Landlord's act or negligence.

**LEGAL FEES:** In the event that the Tenant violates the terms of the Lease or defaults in the performance of any covenants in the Lease and the Landlord engages an attorney or institutes a legal action, counterclaim, or summary proceeding against Tenants based upon such violation or default, Tenants shall be liable to Landlord for the costs and expenses incurred in enforcing this Lease, including reasonable attorney fees and costs. In the event the Tenants bring any action against the Landlord pursuant to this Lease and the Landlord prevails, Tenant shall be liable to Landlord for costs and expenses of defending such action, including reasonable attorney fees and costs.

**DISPLAY OF SIGNS:** Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last \_\_\_ days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of the Landlord.

**NOISE:** Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons. No lounging or visiting will be allowed in the common areas. Furniture delivery and removal will take place between \_\_\_ a.m. and \_\_\_ p.m.

**SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**LOCKING OF ENTRANCE DOORS:** Landlord reserves the right to close and keep locked all entrance doors of the building during such hours as the Landlord deems advisable for the safety and protection of the building and its occupants. Tenant shall not prop open any entrance doors.

**DWELLING:** Tenant is only entitled to occupy the dwelling listed above. This Lease does not entitle the Tenant to use of any area outside of the dwelling including, but not limited to, the attic, basement or the garage without written permission from the Landlord. Tenant is not to paint any part of the apartment without prior written permission from the Landlord.

**WATER LEAKS:** Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets in the kitchen, bathroom-sink, bathtub or any other faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately. If Tenant does not notify Landlord of any water leaks and it is determined that the water bill is in excess because of this leak, Tenant will be responsible financially for paying the difference in the water bill.

**COMPLIANCE WITH LAW.** The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the Property, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

**ADDITIONAL TERMS AND CONDITIONS:**

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**Landlord's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Agent's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_



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