

SOUTH DAKOTA RESIDENTIAL LEASE AGREEMENT

State of South Dakota

County of _____

PARTIES. This Residential Lease Agreement (“Agreement”) made this ____ day of _____, 20____ is between:

Landlord Name: _____ (“Landlord”)

Landlord Address: _____, AND

Tenant(s): _____, _____, _____ (“Tenant”).

The Landlord and Tenant are collectively referred to in this Agreement as the “Parties”.

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. LEASE TERM.

The term of this Agreement shall be a period of one (1) year, beginning on the ____ day of _____, _____, and ending on the day of _____, _____ hereinafter known as the “Lease Term.”

2. OCCUPANT(S).

The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT(S) NAME(S)] (“Occupant(s)”)

- There are no Occupant(s).

3. PROPERTY.

The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

a.) Mailing Address: [PROPERTY MAILING ADDRESS]

b.) Residence Type: Apartment House Condo Other: [OTHER]

c.) Bedroom(s): [# OF BEDROOMS]

d.) Bathroom(s): [# OF BATHROOMS]

The aforementioned property shall be leased wholly by the Tenant (“Premises”).

4. SECURITY DEPOSIT.

As part of this Agreement: (check one)

- The Landlord requires a payment in the amount of \$[SECURITY DEPOSIT AMOUNT] ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within [#] days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- The Landlord does not require a Security Deposit as part of this Agreement.

5. RENT.

The Tenant shall pay to Landlord the sum of \$_____ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every ____ day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within ____ days of the Due Date, the Rent shall be considered past due and a late fee of \$_____ or ____ % of the Rent past due shall be applied for every day Rent is late or occurrence Rent is late.
- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the landlord.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a ____ - day notice of the same from the Landlord to the Tenant.

6. RENT PRE-PAYMENT.

The Tenant(s) shall:

- Pre-Pay Rent in the amount of \$_____ (US Dollars) for the following time-period starting on the ____ day of _____, 20__ and ending on the ____ day of _____, 20__. The Pre-Payment of Rent will be due at the execution of this Agreement.
- Not be required to Pre-Pay Rent.

7. PURPOSE.

The Tenant and Occupant(s) may only use the Premises as: (check one)

- A residential dwelling only.
- A residential dwelling and: [OTHER USES FOR THE PREMISES]

8. FURNISHINGS.

The Premises is: (check one)

- To be furnished with the following items: [ENTER FURNISHINGS]

- Not furnished.

9. UTILITIES.

The Landlord shall provide the following utilities and services to the Tenant: [LANDLORD PROVIDES THE FOLLOWING UTILITIES]

Any other utilities or services not mentioned will be the responsibility of the Tenant.

10. PARKING.

The Landlord:

Shall provide ___ parking space(s) to the Tenant(s) for a fee of \$___ to be paid at the execution of this Lease on a monthly basis in addition to the rent. The parking space(s) are described as: _____.

Shall not provide parking.

11. PETS.

The Tenant: (check one)

- Shall have the right to have [#] pet(s) on the Premises consisting of [TYPES OF PETS] that are not to weigh over [# OF POUNDS] pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$[PET FEE] that is non-refundable refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

- Shall not have the right to have pets on the Premises or in the common areas.

12. SMOKING POLICY.

Smoking on the Property is:

Permitted in the following areas: _____.

Prohibited on the Property.

13. WATERBEDS.

The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.

- Shall not have the right to use a waterbed on the Premises.

14. MAINTENANCE, REPAIR, & ALTERATIONS.

The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets

or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair. The Tenant shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, those set forth in the Master Lease, and Condominium or Homeowner's associations, where applicable.
- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.
- D. Keep all windows, balconies, railings and other fixtures or structures visible from outside of the property free from laundry at all times.
- E. Obtain consent of the Landlord prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- F. Refrain from all activities that will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

15. ABANDONMENT.

In the event that the Tenant(s) abandons the Property the Landlord may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant's belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of the abandonment of the Property, the Landlord may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the Landlord or another under the Landlord's right.

16. RIGHT OF ENTRY.

The Landlord shall have the right to enter the Property during normal working hours by providing at least ___ hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

17. NOISE/WASTE.

The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

18. COMPLIANCE WITH LAW.

This Agreement is to be governed under the laws located in the State of South Dakota.

19. RETALIATION.

The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or

fixtures, or any other type of activity that could be considered unjustified.

20. ENTIRE AGREEMENT

This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Agent's Signature: _____ **Date:** _____

Printed Name: _____



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