

## SOUTH DAKOTA ROOMMATE AGREEMENT

State of South Dakota  
County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, [date of agreement] we, the tenants named below, signed a lease agreement for the residential property at the address listed below. By entering into this roommate agreement, we hope to ensure that rental responsibilities will be understood and shared by all roommates as described in this agreement.

This Roommate Agreement (the "agreement") is made by and between \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, [the roommates] for the residential property at: \_\_\_\_\_  
\_\_\_\_\_ [property address].

We are entering into this agreement in order to identify the rights and responsibilities of each tenant during the course of the lease agreement.

This agreement runs concurrently with the lease agreement for the residential property, which is effective from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ [term of master lease].

### SECURITY DEPOSIT

The security deposit for the Property is \$ \_\_\_\_\_, the full amount of which has been delivered to the Landlord, with each tenant's contribution as follow:

1. \_\_\_\_\_ - \$ \_\_\_\_\_;
2. \_\_\_\_\_ - \$ \_\_\_\_\_;
3. \_\_\_\_\_ - \$ \_\_\_\_\_;
4. \_\_\_\_\_ - \$ \_\_\_\_\_.

The Cotenants will receive respective shares of the Security Deposit when the same is returned by the Landlord upon the termination of the Lease. In the event that the amount Security Deposit returned is less than the amount delivered to the Landlord, the Cotenant's shall receive a share in amount returned proportionate to their contribution the Security Deposit.

The Cotenants acknowledge that the Security Deposit shall not be demandable until the Lease is terminated, except in the case of a New Cotenant replacing another Cotenant who has opted to leave prior to the end of the Term of this Agreement.

When a Cotenant's share is to be returned prior to termination of the Lease or the Term of this Agreement, the following may be deducted from that Cotenant's share the Security Deposit:

- Unpaid share of the rent;
- Repairs;
- Cost of repairing damage to furniture;
- Reasonable costs incurred in finding a new cotenant.

Other: \_\_\_\_\_

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**RENT**

Under the terms of the lease agreement, the total rental amount due each month to the landlord is \$ \_\_\_\_\_ [monthly rental amount due for each roommate].

Each roommate shall pay the following amount:

_____	\$ _____
[tenant name]	[amount]
_____	\$ _____
[tenant name]	[amount]
_____	\$ _____
[tenant name]	[amount]

Rent must be paid in the form of \_\_\_\_\_ (indicate form, e.g., “cash/check/cashier’s check) to \_\_\_\_\_ [ex: “landlord” or name of roommate]. The rent is due on the \_\_\_\_\_ (e.g., “first”) day of each month.

**SUBLEASING.**

If one or more roommates wishes to sublease to another party (the subleasee), each and every remaining roommate must approve the subleasee(s) in order for the sublease agreement(s) to be considered valid. Consent shall not be unreasonably withheld.

**HOUSEHOLD SUPPLIES**

A single ledger (with item description, cost, and date of purchase) will be kept listing all household supplies purchased by each roommate. The supplies may include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates. The purchaser of household supplies will be entitled to reimbursement from the other roommates.

**VIOLATIONS OF THE AGREEMENT**

The Cotenants agree that breach of or non-compliance with the terms of this agreement by a Cotenant (“Cotenant in Breach”) may be grounds for the other Cotenant(s) to terminate the Agreement with respect to the former.

Specifically, repeated violations (no less than \_\_\_ instances) of any part of this Agreement, whether the same terms have been repeatedly violated or different ones, shall allow any of the other Cotenants to terminate the Agreement with respect the to the Cotenant in Breach. In such an event, the Cotenant in Breach shall be given at least 30 days

to vacate the Property. All prepaid rent paid by the Cotenant in Breach shall be forfeited in favor of the remaining Cotenants.

### **GUESTS.**

Only those persons signing the original lease are entitled to live in the rental unit. Overnight guests shall be considered as living in the rental unit after \_\_\_\_ consecutive days.

### **RESPONSIBILITIES**

Each and every roommate shall:

A. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

B. Keep that part of the premises that the tenant occupies and uses as clean and safe as the condition of the premises permit.

C. Dispose from the tenant's dwelling all ashes, rubbish, garbage, and other waste in a clean and safe manner.

D. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.

E. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises.

F. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so.

G. Conduct him or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

### **PERSONAL PROPERTY**

All roommates agree to not use or borrow other roommates' personal item(s) without the approval of the roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the roommate who owns the property retains the right to change his/her mind about sharing his/her property. Any personal property that is borrowed will be used respectfully and returned in the same condition. If any damage is done to a roommate's personal property, the roommate(s) responsible for causing the damage will compensate the roommate who owns the personal property for his/her loss.

### **GOVERNING LAW**

This Agreement shall be governed by and its terms and conditions construed in accordance with the applicable laws of the State of Iowa without regard to its conflict of laws principles.

**OTHER.**

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**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



[Move-in multiple tenants and track rent payments for each one](#)