

SOUTH DAKOTA RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made on _____, 20____, BETWEEN _____ (LANDLORD) with a mailing address _____, _____, State of South Dakota.

PROPERTY. TENANT agrees to rent from LANDLORD and LANDLORD agrees to rent to TENANT _____, City of _____, State of South Dakota.

TERM. The term of this lease starts on _____, 20____ and ends on _____, 20____. The LANDLORD is not responsible if the LANDLORD cannot give the TENANT possession of the PROPERTY at the start of this Lease. However, rent will only be charged from the date on which possession of the PROPERTY is made available to the TENANT. If the LANDLORD cannot give possession within 30 days after the starting date, the TENANT may cancel this Lease.

RENT. The TENANT agrees to pay \$_____ as rent, to be paid as follows: \$_____ due, in advance, on the ____ day of each month. The first payment of rent and any security deposit is due by _____, 20____ prior to moving in.

LATE FEE. If rent is not paid by the due date outlined in this lease, a late fee of ____% or \$____ will be assessed to the balance, to be paid before the next rent payment is due.

SECURITY DEPOSIT. The TENANT will deposit the sum of \$_____ with the LANDLORD as security that the TENANT will comply with all the terms of this Lease. This money is being held by the LANDLORD in a TENANT security deposit account at _____. If the TENANT complies with the terms of this Lease, the LANDLORD will return this deposit within ____ days after the end of the Lease, including any extension. The LANDLORD may use as much of the security deposit as necessary to pay for damages resulting from the TENANT's occupancy or, at LANDLORD's sole option and election, to pay for delinquent or unpaid rent and late charges. If the LANDLORD uses the deposit for such mentioned instances prior to the Lease termination, the LANDLORD may demand that the TENANT replace the amount of the security deposit used by the LANDLORD. If the LANDLORD sells the property, the LANDLORD may transfer the deposit to the new owners for the TENANT's benefit. The LANDLORD will notify the TENANT of any sale and transfer of the deposit. The LANDLORD will thereupon be released of all liability to return the security deposit.

USE OF THE PROPERTY. The TENANT may use the PROPERTY only as a single-family residence.

UTILITIES. Utilities for this rental dwelling are handled as follows: Included in rent To be managed by Tenant Paid to Landlord Split between multiple units using the following allocation: _____.

EVICTION. If the TENANT does not pay the rent within ____ days of the date when it is due, the TENANT may be evicted. The LANDLORD may also evict the TENANT if the TENANT does not comply with all of the terms of this Lease, or for any other causes allowed by law. If evicted, the TENANT must continue to pay the rent for the rest of the term. The TENANT must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed to the LANDLORD, along with the cost of re-entering, re-renting, cleaning and repairing the PROPERTY. Rent received from any new tenant during the remaining term of this lease will be applied by the LANDLORD to reduce rent only, which may be owed by the TENANT.

PAYMENTS BY LANDLORD. If the TENANT fails to comply with the terms of this Lease, the LANDLORD may take any required action and charge the cost, including reasonable attorney fees, to the TENANT. Failure to pay such costs upon demand is a violation of this Lease.

CONDITION. TENANT stipulates, represents, and warrants that TENANT has examined the PROPERTY and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenable condition. The TENANT agrees to maintain the PROPERTY in as good condition as it is at the start of this Lease except for ordinary wear and tear. The TENANT must pay for all repairs, replacements, and damages, whether or not caused by the act or neglect of the TENANT. TENANT shall generally maintain the PROPERTY in a neat and orderly condition. Damage or destruction by TENANT, TENANT's employees or TENANT's visitors of the PROPERTY shall constitute a violation of this Lease.

ALTERATIONS. The TENANT must get the LANDLORD's prior written consent to alter, improve, paint or wallpaper the PROPERTY. Alterations, additions, and improvements become the LANDLORD's property.

COMPLIANCE WITH LAWS. The TENANT must comply with laws, orders, rules, and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the PROPERTY and/or its contents.

NO WAIVER BY LANDLORD. The LANDLORD does not give up or waive any rights by accepting rent or by failing to enforce any terms of this Lease.

SUBLEASE. The TENANT may not sublease the PROPERTY or assign this Lease without the LANDLORD's prior written consent.

ENTRY BY LANDLORD. 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.

QUIET ENJOYMENT. The TENANT may live in and use the PROPERTY without interference subject to the terms of this Lease.

SUBORDINATION. This Lease and the TENANT's rights are subject and subordinate to present and future mortgages on the property which include the PROPERTY. The LANDLORD may execute any papers on the TENANT's behalf as the TENANT's attorney in fact to accomplish this.

HAZARDOUS USE. The TENANT will not keep anything in the PROPERTY which is dangerous, flammable, explosive or which might increase the danger of fire or any other hazard, or which would increase LANDLORD's fire or hazard insurance.

RENEWALS AND CHANGES IN LEASE. Upon expiration of the rental term provided for above, this lease shall automatically renew itself, indefinitely, for successive one-month periods, unless modified by the parties. The LANDLORD may modify this lease or offer the TENANT a new lease by forwarding to the TENANT a copy of the proposed changes or a copy of the new lease. If changes in this lease or a new lease are offered, the TENANT must notify the LANDLORD of the TENANT's decision to stay within thirty (30) days of the date the proposed changes or the copy of the new lease is received by the TENANT. If the TENANT fails to accept the lease changes or the new lease within thirty (30) days of the date the proposed changes or new lease is offered, the TENANT may be evicted by the LANDLORD, as provided for in State law. Nevertheless, if the rent is increased by the lease changes or new lease, the TENANT will be obligated to pay the new rent, regardless of whether the TENANT has affirmatively accepted the lease changes or new lease, if the TENANT continues to occupy the property on the date the new rent becomes effective.

PETS. No dogs, cats, or other animals are allowed on the PROPERTY without the LANDLORD's prior written consent.

NOTICES. All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested, to the parties at their address.

VALIDITY OF LEASE. If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect. If a clause or provision of this lease is ambiguous, and it may be interpreted in a manner either consistent or inconsistent with existing law, it shall be interpreted in a manner consistent with existing law.

EQUAL HOUSING. If the TENANT(s) possesses any mental or physical impairment, the LANDLORD shall provide reasonable modifications to the PROPERTY unless the modifications would be too difficult or expensive for the LANDLORD to provide. Any impairment(s) of the TENANT(s) are encouraged to be provided and presented to the LANDLORD in writing in order to seek the most appropriate route for providing the modifications to the PROPERTY.

PARTIES. The LANDLORD and each of the TENANTS are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the LANDLORD and TENANT concerning the PROPERTY and the total building facilities. There are no oral agreements, understandings, promises, or representations between the LANDLORD and TENANT(s) affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the PROPERTY and the total building facilities shall be of no force or effect and shall not be used to interpret this Lease.

IN WITNESS WHEREOF, the LANDLORD and TENANT(s) have executed this Lease in multiple originals as of the undersigned date(s).

LANDLORD'S SIGNATURE _____ Date _____ Print Name _____
TENANT'S SIGNATURE _____ Date _____ Print Name _____
TENANT'S SIGNATURE _____ Date _____ Print Name _____
TENANT'S SIGNATURE _____ Date _____ Print Name _____