

# SOUTH DAKOTA RESIDENTIAL SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT hereinafter known as the "Sublease" is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between with a mailing address \_\_\_\_\_ hereinafter known as the "Sublessor" and the Sublessee(s) \_\_\_\_\_, \_\_\_\_\_ and hereinafter known as the "Sublessee(s)."

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**PROPERTY.** This Sublease has for its subject the property located at the street address \_\_\_\_\_, in the City of \_\_\_\_\_, State of South Dakota. The sublease includes the: \_\_\_\_\_ and is limited to the same, hereinafter referred to as the "Property."

**TERM.** This Sublease shall commence on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and end on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at 11:59 PM local time (hereinafter referred to as the "Term"). Upon the end of the Term, Sublessee shall be required to vacate the Property unless the Sublessor and Sublessee formally extend this Sublease in writing or create and execute a new, written and signed Sublease.

**EARLY TERMINATION.** The Sublessee(s):

- Shall have the right to terminate this Sublease at any time by providing at least \_\_\_\_ days' written notice to the Sublessor along with an early termination fee of \$\_\_\_\_\_. During the notice period for termination, the Sublessee(s) will remain responsible for the payment of rent.
- Shall not have the right to terminate this Sublease.

**RENT.** The rent under this Sublease shall be \$\_\_\_\_\_ payable on the \_\_\_\_\_ day of every  Week  Month (hereinafter referred to as the "Rent"). The Rent shall be paid in the following manner:

\_\_\_\_\_ .

- 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  occurrence Rent is late.

B. **Returned Checks.** In the event that any payment by Sublessee is returned for insufficient funds ("NSF") or if Sublessee stops payment, Sublessee will pay \$\_\_\_\_\_ to Sublessor for each such returned check, plus late Rent penalties, as described above, until Sublessor has received payment.

**UTILITIES.** The Sublessor shall provide the following utilities and services to the Sublessee(s): \_\_\_\_\_  
The following utilities or services will be the responsibility of the Sublessee(s): \_\_\_\_\_  
\_\_\_\_\_

**SECURITY DEPOSIT.** Upon execution of this Sublease, Sublessee shall deposit with Sublessor the sum of \$\_\_\_\_\_ (hereinafter referred to as the "Security Deposit") receipt of which is hereby acknowledged by Sublessor, as security for any damage caused to the Property during the Term hereof. The Sublessor may place the Security Deposit in an interest-bearing account and any interest earned will be paid to the Sublessor.

- A. **Refunds.** Upon termination of the tenancy, all funds held by the Sublessor as a Security Deposit may be applied to the payment of accrued rent and the number of damages that the Sublessor has suffered by reason of the Sublessee's noncompliance with the terms of this Sublease or with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.
- B. **Deductions.** The Sublessor may deduct reasonable charges from the Security Deposit for unpaid rent; late charges; if Sublessee is in default; unpaid utilities; replacing unreturned keys, garage door openers, or other devices; costs of cleaning and repairing the Property and its contents for which Sublessee is responsible; pet violations; removal of unauthorized locks or fixtures; removing abandoned or illegally parked vehicles; attorney fees and costs of court incurred in any proceeding against Sublessee. If deductions exceed the Security Deposit, Sublessee will pay Sublessor the excess amount within \_\_\_\_ days after Sublessor makes written demand. The Security Deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and utilities, then to any unpaid rent.
- C. **Return.** The Sublessor shall return the Security Deposit to the Sublessee within the requirements within South Dakota or sixty (60) days from the end of the Term, whichever is less.

**USE OF PROPERTY.** The Property shall be used and occupied solely by Sublessee and Sublessee's immediate family, consisting of only the following named person(s): \_\_\_\_\_  
\_\_\_\_\_

and to be used exclusively as a private dwelling, and no part of the Property shall be used at any time during the term of this Sublease by Sublessee for the purpose of carrying on any business of any kind, or for any purpose other than as a private single-family dwelling. Sublessee shall not allow any other person, other than Sublessee's immediate family or transient relatives and friends who are guests of Sublessee, to use or occupy the Property without first obtaining Sublessor's written consent to such use. Sublessee shall comply with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

**CONDITION.** Sublessee stipulates, represents, and warrants that Sublessee has examined the Property and that they are at the time of this Sublease in good order, repair, and in a safe, clean, and habitable condition.

**ALTERATIONS AND IMPROVEMENTS.** Sublessee 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 Sublessor. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Sublessee shall, unless otherwise provided by written agreement between Landlord, Sublessor, and Sublessee, be and become the property of Sublessor and remain on the property at the expiration or earlier termination of this Sublease.

**MASTER LEASE.** The Sublessee hereby acknowledges that this Sublease is subject to the terms and conditions of the Lease Agreement between the Sublessor and the Landlord dated \_\_\_\_\_ ("Master Lease"), a copy of the same attached hereto and is made an integral part hereof. As such, the Sublessee agrees to comply with and be bound by the rules provided therein whenever applicable. Further, the Sublessee hereby agrees to assume all of the Sublessor's obligations under the Master Lease in as far as legally permissible.

**LANDLORD'S CONSENT.** The validity of this Sublease is subject to the Landlord's consent. Failure of the Sublessee to obtain the Landlord's consent shall render this Sublease void with no legal effect.

**MAINTENANCE, REPAIR, AND RULES.** The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Sublessee, 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 Subleases, the Sublessee shall keep the property clean and in good repair. The Sublessee 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 Sublessor prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- F. Refrain from all activities the will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

**GUESTS.** No person other than the Sublessee(s) herein shall live or occupy the. Guest(s) of the Sublessee(s) shall not stay beyond a maximum of \_\_\_\_ days without the express written consent of the Sublessor.

**PETS.** Under this Sublease:

**Pets Are Allowed.** The Sublessee shall be allowed to have \_\_\_\_ pet(s) on the Property consisting of  Dogs  Cats  Fish  Other \_\_\_\_\_ not weighing more than \_\_\_\_  pounds. The Sublessor shall administer a fee of \$ \_\_\_\_\_ per pet on the Property. Landlord and Sublessor shall be held harmless in the event any of the Sublessee's pets cause harm, injury, death, or sickness to another individual or animal. Sublessee is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Sublessor may incur in removing or causing any animal to be removed.

**Pets Not Allowed.** There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

**QUIET ENJOYMENT.** Upon payment of all sums referred to herein as being payable by Sublessee and Sublessee's performance of all Sublessee's agreements contained herein and Sublessee's observance of all rules and regulations, Sublessee shall and may peacefully and quietly have, hold, and enjoy said Property for the term hereof.

**INDEMNIFICATION.** Sublessor shall not be liable for any injury to the Sublessee, Sublessee's family, guests, or employees or to any person entering the property and shall not be liable for any damage to the building in which the Property is located or to goods or equipment, or to the structure or equipment of the structure in which the Property is located, and Sublessee hereby agrees to indemnify, defend, and hold Sublessor harmless from any and all claims or assertions of every kind and nature.

**DEFAULT.** If Sublessor breaches this Sublease, Sublessee may seek any relief provided by law. If Sublessee fails to comply with any of the material provisions

of this Sublease, other than the covenant to pay rent or of any present rules and regulations, or any that may be hereafter prescribed by Sublessor, or materially fails to comply with any duties imposed on Sublessee by statute, Sublessor may terminate this Sublease \_\_\_\_\_ days after delivery of written notice by Sublessor specifying the noncompliance and indicating the intention of Sublessor to terminate the Sublease by reason thereof. If Sublessee fails to pay rent when due and the default continues for \_\_\_\_ days thereafter, Sublessor may, at Sublessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Sublessor at law or in equity or may immediately terminate this Sublease.

**ABANDONMENT.** If at any time during the Term of this Sublease the Sublessee abandons the Property or any part thereof, Sublessor may, at Sublessor's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Sublessee for damages or for any payment of any kind whatsoever. The Sublessor may, at Sublessor's discretion, as agent for Sublessee, relet the Property, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Sublessor's option, hold Sublessee liable for any difference between the rent that would have been payable under this Sublease during the balance of the unexpired term, if this Sublease had continued in force, and the net rent for such period realized by Sublessor by means of such reletting. If the Sublessor's right of reentry is exercised following the abandonment of the Property by Sublessee, then Sublessor shall consider any personal property belonging to Sublessee and left on the Property to also have been abandoned, in which case Sublessor may dispose of all such personal property in any manner Sublessor shall deem proper and Sublessor is hereby relieved of all liability for doing so.

**SEVERABILITY.** Should any provision of this Sublease or any part thereof be found illegal, invalid or otherwise unenforceable, all the remaining provisions not found as such, in so far as practicable, shall remain valid and fully to the maximum extent permitted by law.

**BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**NOTICE.** Any notice required or permitted under this Sublease or under South Dakota state law shall be delivered to Sublessee at the Property address, and to Sublessor at the following address: \_\_\_\_\_

**PARKING.** The Sublessor:

- Shall provide \_\_\_\_ parking space(s) to the Sublessee(s) for a fee of

\$\_\_\_\_\_ to be paid  at the execution of this Sublease  on a monthly basis in addition to the rent. The parking space(s) are described as: \_\_\_\_\_

Shall not provide parking.

**SMOKING POLICY.** Smoking on the Property is:

Permitted in the following areas: \_\_\_\_\_

Prohibited on the Property.

**DISPUTES.** If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

**RETALIATION.** The Sublessor is prohibited from making any type of retaliatory acts against the Sublessee(s) including but not limited to restricting access to the Property, decreasing or canceling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

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

**LIABILITY.** At the end of the Term of this Sublease, the Sublessee shall deliver the Property and all that is included therein to the Sublessor in the condition it was delivered to the Sublessee, save for reasonable wear and tear. The Sublessee shall be liable for any and all damage to the Property that is beyond ordinary wear and tear.

**LEAD-BASED PAINT DISCLOSURE.** If the Property was constructed prior to 1978, Sublessee acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

**ENTIRE AGREEMENT.** This Sublease and, if any, the attached documents are contain the complete and entire agreement between the Sublessor and Sublessee concerning the Property and the total building facilities. There are no oral agreements, understandings, promises, or representations between the Sublessor and Sublessee affecting this Sublease. 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 Sublease. No provision or agreement modifying or pertaining to

any issue, right or obligation mentioned herein shall be valid or effective without clear and explicit agreement of both the Sublessor and the Sublessee(s) in writing.

**IN WITNESS WHEREOF**, the Sublessor and Sublessee(s) have executed this Sublease in multiple originals as of the undersigned date(s).

**Sublessor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Sublessee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Sublessee(s) Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

**Sublessee (s) Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

#### LANDLORD'S CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE AGREEMENT hereinafter referred to as the "CONSENT" is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by with a mailing address at \_\_\_\_\_, herein after referred to as the "Landlord".

This CONSENT is made in reference to the Lease Agreement dated \_\_\_\_\_ between myself and \_\_\_\_\_ the Tenant therein, and the Sublessor in the Sublease Agreement mentioned below (hereinafter referred to as the "Sublessor"), over subject the Property located at \_\_\_\_\_.

I. I hereby acknowledge the SUBLEASE AGREEMENT entered into in the day of \_\_\_\_\_, 20\_\_\_\_, by and between the Sublessor and the Sublessee(s) known as \_\_\_\_\_ and give my consent to the same.

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

**Print Name** \_\_\_\_\_