

South Dakota SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT hereinafter known as the "Sublease" is made and entered into this ____ day of _____, 20____, by and between the Sublessor known as _____ with a mailing address _____, in the City of _____, State of South Dakota hereinafter known as the "Sublessor" and the Sublessee(s) known as _____, _____, _____, 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:

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 _____ of every ☐ Week ☐ Month (hereinafter referred to as the "Rent"). The Rent shall be paid in the following manner:_____

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- 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 the State 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 Sublesseeable 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.

HAZARDOUS MATERIALS. Sublessee shall not keep on the Property any item of a dangerous, flammable or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

MAINTENANCE, REPAIR, AND RULES. The Sublessee will, at its sole expense, keep and maintain the Property and appurtenances in a good and sanitary condition and repair during the term of this Sublease and any renewal thereof. The Sublessee shall:

- A. Not obstruct the driveways, sidewalks, entryways, stairs and/or halls, which shall be used for the purposes of entering and exiting
- B. Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair
- C. Not obstruct the windows or doors
- D. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony
- E. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Sublessor
- F. Keep all air conditioning filters clean
- G. Keep all bathrooms, sinks, toilets, and all other water and plumbing apparatus in good order and repair

- H. Sublessee's and guests shall at all times maintain order in the Property and at all places on the Property, and shall not make or permit any loud or improper noises, or otherwise, disturb other residents
- I. Deposit all trash in the locations provided
- J. Abide by and be bound by any and all rules and regulations affecting the Property or the common area by the Condominium or Homeowners' Association having control over them

GUESTS. There shall be no other person(s) living on the Property other than the Sublessee. Guests of the Sublessee are allowed for periods not lasting for more than ____ days unless otherwise approved by 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. If any provision of this Sublease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Sublease or 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.

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.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Sublease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. Any notice required or permitted under this Sublease or under 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. Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

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.

MASTER LEASE. This Sublease must follow and is subject to the original lease agreement between the Landlord and Sublessor, a copy of which has been attached and is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.

LANDLORD'S CONSENT. The original lease between the Landlord and Sublessor:

- ☐ Allows subletting.
- ☐ Does not allow subletting but consent by the Landlord has been given to the Sublessee to take possession of the Property.
- ☐ Does not allow subletting and consent by the Landlord will be asked immediately after this Sublease has been authorized. If the Sublessee is denied by the Landlord, this Sublease shall be canceled with the Security Deposit returned to the Sublessee with no further liabilities by either party.

ENTIRE AGREEMENT. This Sublease and, if any, the attached documents are the complete 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.

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

I hereby give my consent to subletting of the above-described property as set out in this sublease agreement.

Landlord's Signature _____ Date _____

Print Name _____

ORIGINAL LEASE ATTACHED (INITIAL) _____