

SOUTH DAKOTA RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this ____ day of _____, 20____, by and between _____ with mailing address at _____ hereinafter known as the "Landlord" and _____, _____, _____ hereinafter known as the "Tenant(s)."

WHEREAS, the Landlord desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the Landlord under the terms and conditions set forth herein.

NOW THEREFORE, 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. The Landlord owns property and improvements located at _____ (hereinafter referred to as the "Property").

LEASE TERM. This Lease shall commence on ____ day of _____, 20____, and end on ____ day of _____, 20____ (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant shall vacate the Property and deliver the same to the Landlord unless:

- the Lease is formally extended by the Landlord and the Tenant in a writing signed by both parties; or
- the Landlord willingly accepts Rent from the tenant for a period beyond the original Term. Where the landlord accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

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.

- 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.
- 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.
- 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.

SECURITY DEPOSIT. The Tenant shall handover to the landlord the amount of \$_____ as Security Deposit upon the execution of this Lease (the "Security Deposit"). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations.

- A. **Deductions.** Upon the termination of the Lease, the Landlord may deduct the following from the Security Deposit:
- Unpaid rent;
 - Late fees;
 - Unpaid utilities
 - Cost of repairs beyond ordinary wear and tear;
 - Cleaning fee in the amount of \$ _____;
 - Early Termination Fee
 - Brokerage fees
 - Others: _____.
- B. **Return.** The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within _____ days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.
- C. **Tenant's Forwarding Address:** Upon vacating the Property any and all notices, communication and any other delivery may be made to the Tenant's forwarding address at:

USE OF PROPERTY. The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s) and same's exclusive family namely:

1. _____;
2. _____;
3. _____;
4. _____;
5. _____.

Any Guest(s) of the Tenant(s) shall not be allowed to stay beyond _____ days without the consent of the Landlord. The Property shall be used solely and exclusively as a residence and single-family dwelling. The Property or any part of it shall not be used for any business, profession, vocation or trade of any kind. The Tenant(s) undertake to abide by any and all applicable laws, statutes and rules covering the Property.

CONDITION. The Tenant stipulates that The Property has been examined and that the Property is in good repair and is tenantable.

ASSIGNMENT. Under this Lease:

Subletting Not Allowed. The Tenant acknowledges that this Lease is not transferrable and that the Tenant may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The tenant shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with not legal force whatsoever.

Subletting Allowed. Tenant shall have the right to sublet and grant a license to other individuals to use the Property or any part thereof with / without the prior written consent of the Landlord. In the event the Tenant shall sublet the Property, notice shall be given to the Landlord within ____ days of the SubTenant(s) name and address. In the event the SubTenant(s) violates any portion of this Lease, all liability shall be held against the Tenant.

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.

ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Property shall be made by the Tenant without prior express consent of the Landlord to the same in writing.

- A. **Unauthorized Alterations or Improvements.** In the event that the Tenant shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant in default. The Landlord may, upon the Landlord's discretion, require the Tenant to undo the alterations or improvements and restore the Property to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.
- B. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the Landlord's property without need for any further transfer, delivery or assignment thereof.

NON-DELIVERY OF POSSESSION. The Landlord shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Lease. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the Landlord shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than ____ days after the commencement of the Term of this Lease and the Tenant agrees to accept the same until such date despite the delay. Failure of the landlord to deliver possession of the Property within

this period, shall automatically terminate the Lease. Upon such Termination, the Landlord shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

HAZARDOUS MATERIALS. Tenant 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.

UTILITIES. The Landlord shall provide the following utilities and services to the Tenant(s): _____ . Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE, REPAIR, AND RULES. 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.

PETS. Under this Lease:

Pets Allowed. The Tenant shall be allowed to have ____ pet(s) on the Property consisting of Dogs Cats Fish Other _____ not weighing more than ____ pounds. The Landlord shall administer a fee of \$_____ per pet on the Property. Landlord shall be held harmless in the event any of the Tenant's pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Landlord 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. The Landlord warrants that the Tenant shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the Landlord or any other person or entity whose claim to the Property comes from the Landlord, subject to the terms and conditions of this Lease and compliance by the Tenant with the same.

INDEMNIFICATION. The Landlord shall not be liable for any injury to the Tenant(s) or any other persons or property entering the Property occurring within the Property during the Term of the Lease. Neither shall the Landlord be liable for any damage to the structure within which the Property is located or any part thereof. The Tenant hereby agrees to hold the Landlord harmless from and indemnify the Landlord for any and all claims or damage not arising solely from the Landlord's acts, omission, fault or negligence.

DEFAULT. In the event that the Landlord breaches any of the terms and conditions of this Lease or any applicable laws, rules or codes, the Tenant may avail of any of the remedies available under the law. In the event that the Tenant breaches or fails to comply with any of the terms and conditions of this Lease or any applicable laws, rules or codes the Landlord shall afford the Tenant ____days to remedy or rectify the same. This period shall commence on the day the Tenant receives Notice of such breach or non-compliance with the request to rectify the same. If the Tenant fails to comply or rectify the breach or if the breach cannot reasonably be rectified or remedied, the Tenant shall be in default. Upon the Tenant's default, the Landlord may terminate the Lease by sending the notice of default and consequent termination of the lease to the Tenant and thereafter recover possession of the Property.

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.

ATTORNEYS' FEES. In the event that Landlord should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant's compliance with the Tenant's obligations, the terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the Landlord in doing the same.

COMPLIANCE WITH LAW. The Tenant undertakes to comply with any and all Federal or state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Property and the Tenant's occupation and use thereof.

SEVERABILITY. Should and provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Tenant, the Landlord, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

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

NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Tenant at the address:

_____;

and

To Landlord at the address:

_____.

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.

EARLY TERMINATION. The Tenant(s):

Shall have the right to terminate this Lease at any time by providing at least ___ days' written notice to the Landlord along with an early termination fee of \$___.

During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

Shall not have the right to terminate this Lease before the end of the Term.

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 Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

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.

EQUAL HOUSING. If the Tenant(s) possesses any impairment, mental or physical, the Landlord agrees to provide reasonable modifications to the Property in order to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the Landlord to provide. The Tenant(s) are encouraged disclose to the Landlord any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

PROPERTY DEEMED UNINHABITABLE. If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the Landlord.

LEAD-BASED PAINT DISCLOSURE. If the Property or any part of it was constructed prior to 1978, the Landlord shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled "LEAD-BASED PAINT DISCLOSURE" hereby acknowledged by the Tenant.

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.

IN WITNESS WHEREOF, the Landlord and Tenant 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 _____

Tenant's Signature _____ Date _____
Print Name _____

REQUIRED LEASE DISCLOSURES & ADDENDUMS IN SOUTH DAKOTA

The following disclosures or addendums are either required for some or all residential lease agreements in South Dakota.

1. **Methamphetamine Contamination Disclosure** - for properties where the landlord has knowledge or suspicion of methamphetamine production, use, or storage without remediation.
2. **Lead Based Paint Disclosure** - for rental units built prior to 1978.

DISCLOSURE OF INFORMATION ON METHAMPHETAMINE CONTAMINATION

THIS AGREEMENT made and entered into between _____,
"Landlord" and _____,
_____, and _____, Tenant(s)".

Tenant(s) is renting from Landlord the Property located at: _____

LANDLORD'S DISCLOSURE: (select one)

___ Has been found to be contaminated above safe levels and is in the process of decontamination.

___ Has been found to be contaminated, but falls within safe levels after tests were conducted.

___ Has no suspicion of contamination.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord Date

Tenant Date

Agent Date

Landlord Date

Tenant Date

Agent Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the lessor (check (i) or (ii) below):

i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

c) _____ Lessee has received copies of all information listed above.

d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date
_____ Lessee	_____ Date
_____ Agent	_____ Date

_____ Lessor	_____ Date
_____ Lessee	_____ Date
_____ Agent	_____ Date