

South Dakota Month-to-Month Rental Agreement

This form is a legally binding document for the use and occupation of space described in Section I for residential use (hereinafter known as the "Monthly Rental Agreement") under the following terms:

I. **The Property.** Landlord agrees to rent the property located at

City of _____, State of _____.

a. Furniture and Appliances

- In addition to the space described, the Landlord agrees to allow the use of the following Furniture and Appliances: _____

_____.

- No Furniture or Appliances included in this Monthly Rental Agreement. Tenant agrees to take possession "As-Is."

b. Common Areas

- The Tenant has the right to the use of any and all common areas that may exist on the property, including, but not limited to:

_____.

The Tenant must follow any and all rules associated with said common areas, along with the following restrictions: _____

_____.

- No common areas exist on the property.

II. **The Parties.** The Lease Agreement is between the following:

Landlord _____

Mailing Address _____

City of _____ State _____

Tenant _____

Mailing Address _____

City of _____ State _____

Tenant _____

Mailing Address _____

City of _____ State _____

Tenant _____

Mailing Address _____

City of _____ State _____

Minor children to be living on the premises (*if any*):

Name _____

Name _____

Name _____

Name _____

III. **Term of Agreement.** The Landlord and Tenant agree to a term beginning on _____, 20____ and ending upon written notice by one of the parties. The party seeking to terminate the lease must give the other party _____ days' months' notice or must provide notice according to the applicable state law for month-to-month tenancies (if applicable).

IV. **Notices.** Any and all notices shall be sent to:

Landlord.

Mailing Address _____

City of _____ State _____ Zip _____

Tenant.

Mailing Address _____

City of _____ State _____ Zip _____

V. **Rent.** The Tenant shall be obligated to pay the Landlord on the _____ of every month the following amount:

_____ Dollars (\$_____._____).

The Landlord shall be paid under the following instructions:

a. Prorated 1st Month.

- The Tenant shall move in to the property on _____,
20____ with the prorated payment of \$_____.

- The Tenant agrees to move-in on the first day of the term.

b. Security Deposit.

- The Tenant is required to pay a Security Deposit to the Landlord in
the amount of \$_____.

- The Tenant is not required to pay a Security Deposit.

c. Last Month's Rent.

- The Tenant is required to pay Last Month's Rent to the Landlord in
the amount of \$_____.

- The Tenant is not required to pay Last Month's Rent.

d. Rent in Advance.

- The Tenant is required to pay Rent in Advance to the Landlord in the
amount of \$_____.

- The Tenant is not required to pay Rent in Advance.

e. Pet Deposit.

- The Tenant is required to pay a Pet Deposit to the Landlord in the
amount of \$_____.

- The Tenant is not required to pay a Pet Deposit.

f. Other.

- The Tenant is required to pay a Deposit for _____
to the Landlord in the amount of \$_____._____.

- The Tenant is not required to pay any other Deposit.

If the Tenant has paid a deposit to the Landlord, it shall be kept in a separate
 interest bearing non-interest bearing account for the benefit of the Tenant.
All deposits shall be returned to the Tenant within _____ days after the Tenant
has vacated the property or the end of the term, whichever is later. If the
Landlord withholds any amount of the deposit, the Landlord agrees to provide an
itemized list of any deductions.

VI. **Late Payment.** If the rent has not been paid in full by the due date the
Landlord has the right to:

- Charge the Tenant a penalty of \$_____ per
day until the rent is paid in full.

- Charge the Tenant a penalty of _____ percent (____%) of
the rental amount per day until the rent is paid in full.

*Note that many states provide for a maximum penalty that may be charged for
the late payment of rent, and that many states do not consider rent to be late until
a period of days have expired the agreed-upon due date.

VII. **Utilities.** Landlord and Tenant agree that the following utilities shall be the
responsibility of:

Cable - Landlord Tenant

Electricity - Landlord Tenant

Heat - Landlord Tenant

Internet - Landlord Tenant

Trash - Landlord Tenant

Water - Landlord Tenant

Other - Landlord Tenant

VIII. **Use of Property.** The Tenant, along with any guests, shall use the property solely for residential use and must obey all federal, state, and local laws in addition to the rules and restrictions of the Landlord.

The Tenant and any guests, during the term of the Monthly Rental Agreement, must always act in a manner that does not unreasonably disturb any neighbors or breach the peace of the general public.

a. **Alterations.**

- The Tenant may make alterations to the property with written permission from the landlord stating the details of the improvement and how it will be completed.

- Under no circumstances is the Tenant allowed to make any alterations to the property.

b. **Pets.**

- The Landlord allows all types of pets on the property.

- The Landlord only allows the following types of pets on the property:

_____.

- The Landlord does not allow any type of pet on the property except for those necessary for use by the disabled, elderly, or as prescribed by law.

c. **Guests.**

Occupancy by more than _____ guests is prohibited unless the Tenant obtains written permission from the Landlord.

Any guest on the property is allowed to stay for a period of _____ days

months.

IX. **Landlord's Access to Premises.** The Landlord may enter the property by giving _____ days' hours' notice to the Tenant. Notice may be in the mail, slipped under the door, or via cell phone. (Make sure to check current

applicable State Laws.) In addition to giving notice, the Landlord may also enter the premises under any of the following conditions:

- A. In any emergency situation that requires immediate action for the preservation of the property;
- B. If illegal activity is occurring on the property;
- C. If Tenant unreasonably withholds consent; or
- D. If the Tenant has vacated the property or has not been present for more than fifteen (15) days.

X. **Default.** Either party may be considered in default through the following:

- A. **Landlord's Default.** The Landlord will be considered in default:
 - 1. If a utility has been cancelled that is the responsibility of the landlord.
 - 2. If the Landlord prevents the Tenant from accessing the property.
 - 3. If the Landlord makes any unnecessary repairs that are considered a detriment to the tenant's quiet enjoyment of the property.
- B. **Tenant's Default.** The Tenant will be considered in default:
 - 1. For failure to pay rent within three (3) business days of the due date unless a "grace period" exists in the State. If such a grace period does exist, then the Tenant will be in default if rent is not paid by the end of the state grace period.
 - 2. For causing severe damage to the property.
 - 3. For Failure to follow any of the terms and conditions stated in this lease agreement.

C. **Waiver.**

The Landlord may not accept rent or performance during the course of terminating the lease agreement. If the Landlord does accept rent or performance, the lease agreement is valid and enforceable by the Tenant.

- 1. Tenant is not required to pay rent if the property is considered uninhabitable. Furthermore, if, at the beginning of the lease agreement, the Landlord fails to return the property to move-in condition, then a partial rental payment may be accepted.

XI. **Possession.** The following shall take place after the authorization of the lease agreement and payment of any applicable deposits or rental payments by the Tenant:

1. **Tenant** shall receive immediate access to the property. If the Landlord fails to grant occupancy, the Tenant has the right to terminate the lease agreement and may have the option to seek damages.
2. **Landlord** shall grant possession of the property to the Tenant by providing access to all of the following, but not limited to: doors, mailboxes, common areas, trash areas, and storage facilities. If the Tenant does not accept occupancy, the lease agreement will be considered in default.

XII. **Subleasing/Assigning.** The Tenant is barred from subletting or assigning any part of the property to another person or entity without the express written consent of the Landlord.

XIII. **Maintenance.** The Tenant is required to maintain the same sanitary condition throughout the term of the lease agreement as it was upon move-in. If any necessary repairs are needed, it is the Tenant's responsibility to inform the landlord as soon as possible of any defect(s). In the event of any water leaks, the Tenant has a duty to mitigate damage until necessary repairs have been made.

XIV. **Disclosure Addendums.** Tenant agrees that the Landlord has shown them the following documents by initialing below:

- ____ - State Disclosures described as _____
 - ____ - Lead Paint Disclosure Statement - For all structures built before 1978.
 - ____ - Move-In Checklist
 - ____ - Other described as _____
 - ____ - Other Addendums that are described as _____
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XV. **Disclaimer.** If any part, sentence, or section of the lease agreement is considered invalid, the invalidity does not affect the parties from being legally liable for the remaining terms and conditions.

XVI. **Tenancy.** If the Tenant misrepresented any claim in the lease agreement or in the process of authorization, i.e. the "Rental Application," the Tenant may be found in violation of the Lease Agreement and be subject to default.

XVII. **Time.** Time is of the essence.

XVIII. **Other Agreements.** This legal document represents the entirety of the terms and conditions by which each party must abide. Any other agreements or deals made on behalf of the Landlord or any Tenant must be attached or incorporated by reference to be considered legally enforceable.

XIX. **Signatures.** In the witness whereof, the Landlord and Tenant agree to the terms and conditions to the executed lease agreement dated

_____ / _____ / _____ (Day/Month/Year)

Landlord's Name (*Printed*) _____

Landlord's Signature _____ Date _____

Tenant's Name (*Printed*) _____

Tenant's Signature _____ Date _____

Tenant's Name (*Printed*) _____

Tenant's Signature _____ Date _____

Tenant's Name (*Printed*) _____

Tenant's Signature _____ Date _____

Real Estate Agent Name (*Printed*) _____

Tenant's Signature _____ Date _____

Notary Acknowledgment

State of: _____

County of: _____

On ___/___/___, before me, _____,
(notary)

Personally appeared,

Landlord

Tenant

Name: _____

Name: _____

Date: _____

Date: _____

Personally known to me

OR

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Notary Signature

Print Name