

# SOUTH DAKOTA RESIDENTIAL LEASE AGREEMENT

<p><b>Tenant(s):</b> _____</p> <p><b>Tenant(s):</b> _____</p> <p><b>Landlord:</b> _____</p> <p><b>Location:</b> _____</p>	<p><b>Rent collected:</b> \$ _____ Dates: _____ to _____</p> <p><b>Security Deposit:</b> \$ _____</p> <p><b>Other:</b> \$ _____</p> <p><b>TOTAL RECEIVED:</b> \$ _____</p> <p>Funds will be returned if lease is not accepted.</p> <p><b>TOTAL DUE:</b> \$ _____ prior to occupancy</p>
---	---

This is a legally binding contract between Landlord and Tenant and is enforceable in a court of law. Any verbal contracts implied or stated must be put in writing and agreed upon by all parties involved in order for them to be valid.

**1. TERM:** This lease agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and is on a (check one)

- MONTH lease     YEAR lease     Specific \_\_\_\_\_

**2. RENT:** Rent is \$ \_\_\_\_\_ per month, due and payable on the 1<sup>st</sup> calendar day of the month. If mailing the rent it must: (check which applies)

- be received by the 1<sup>st</sup>    (or)     postmarked by the 1<sup>st</sup>.

Failure to pay rent on time will result in eviction of rented premise.

**3. LATE FEE:** Rent past due is subject to a late fee of \$ \_\_\_\_\_ and shall be paid with total rent due.

**4. SECURITY DEPOSIT:** A security deposit of \$ \_\_\_\_\_ is required before tenancy. Of this fee \$ \_\_\_\_\_ is NON-REFUNDABLE. Tenant does NOT have the right to apply this money towards rent due or future rents.

LANDLORD will hold deposit as security to ensure TENANTS performance of this contract. LANDLORD may with-hold this fee for the purpose of cleaning the premises, repair cost, or for monies owed to LANDLORD. The LANDLORD will return refundable portion, or explain how money is being retained within 30 days of move out date/ or date that forwarding address is provided.

**5. OTHER FEES:** Tenant is responsible for the following fees:  
(i.e. hook-up fees, pet fees, etc.)

\_\_\_\_\_

\_\_\_\_\_

**6. UTILITIES:** Tenant agrees to keep utilities connected at all times. Utilities that are shut off for non-payment or other avoidable circumstance will be deemed as breach of contract and cause for eviction.

Utilities paid for by landlord: \_\_\_\_\_

**7. UTILITY TRANSFER:** Tenant agrees to IMMEDIATELY transfer utilities into his/ her name prior to occupancy including: (check all that apply)

Gas     Electricity     Water     Garbage     Other: \_\_\_\_\_

**8. PAYMENT:** Monthly rent must be paid in cash, or by certified funds (money order/cashiers check) unless other options are listed here: \_\_\_\_\_

Rent shall be delivered to the following location: (if mailing refer to section 2)

\_\_\_\_\_

Failure to pay rent on time may result in eviction, and additional fees. In the event of a BAD CHECK, tenant will be subject to an additional \$20 return fee + unpaid rent + late fee, and will no longer have choice to pay with personal checks. (Personal checks are only accepted if listed in section 8)

**9. DEPOSIT RETURN:** Upon move-out, security deposit may be refundable based on the following conditions:

- A. The apartment is returned in the same condition it was rented in. This includes cleanliness, appliances, cosmetics, common areas, floors, ceilings, etc.
- B. All keys have been returned to Landlord.
- C. A forwarding address has been left with Landlord.
- D. All charges including: rent, late fees, pet fees are paid in full prior to termination.
- E. All Tenant's property has been removed from premise.
- F. All terms in Lease Agreement have been fulfilled and satisfied.

No later than 30 days after Tenant has moved, Landlord will send remainder of deposit to Tenant's forwarding address as explained in Section 4.

**10. PROPERTY ACCEPTANCE:** Tenants accept property in "as-is" condition and agree to notify Landlord of any dangers, hazards, or repairs that may arise.

**11. UPKEEP EXPECTATION:** Tenant agrees to upkeep the property while under contract with Landlord. This includes, but is not limited to: carpets, walls, furnishings, fixtures, windows, all doors, locks, appliances, garbage disposal, air conditioner, swamp cooler, heating, plumbing, electrical, etc. Tenant is aware that any damage caused by nails, tacks, sticky tape, or pins to the walls; or any of the previously mentioned items, are the sole responsibility of the Tenant and might be taken out of Security Deposit. Landlord will allow for normal wear and tear.

**12. TENANT OBLIGATION:** Tenant agrees to the following terms:

- A. Inform Landlord immediately with any issues that might compromise Health or Building codes.

B. Keep premise free of clutter and sanitary. This includes taking out garbage regularly, maintain plumbing, appliances, etc. in a safe and reasonable manner.

C. Ensure that all occupants and guests in or on the property OBEY HOUSE RULES as explained herein.

D. Safeguard all Landlords property from theft, damage, or destruction.

**12. REPAIRS:** Tenant shall contact Landlord of any minor or major repairs necessary. Together, both parties will decide who is responsible for repair and who will pay for it. Any REPAIR that Tenant fixes or hires out WITHOUT Landlord's written consent will not be reimbursed. Any improvement (see section 14) made by the Tenant to the property shall become the sole property of Landlord upon Tenant vacating premise unless stated otherwise.

A. No person will be allowed to make any repairs unless they are competent in that specific field. Person performing repairs must assure that care is taken for safety. The repair person is accountable for any accident that might befall them or the property and agrees to release LIABILITY from the Landlord. Tenant may not take Landlord to court over any such issues.

B. Tenant is responsible for any light bulbs purchased. All light bulbs are installed with proper wattage and working upon Tenant's arrival.

**13. INCLUDED APPLIANCES:** The following appliances or furnishings in the premises are the property of Landlord:\_\_\_\_\_.

**14. IMPROVEMENTS:** Tenant shall obtain WRITTEN PERMISSION from Landlord for any of the following improvements: installing antennas, cable cords, satellite dishes, lighting fixtures, any appliances, changing locks, paint, and/or wallpaper. Tenant may not store any items on balconies or outside premise unless Landlord approves with written consent. Tenant may not display advertisements on property.

**15. LIABILITY:** Landlord is NOT RESPONSIBLE for any Tenant's item(s) that are stolen, damaged, or vandalized, whether causes by man or acts of God. The responsibility of SAFEGUARDING property is the responsibility of Tenant. Tenant can optionally sign up for Renter's Insurance by their own free will and choice.

**16. MOVE IN DATE:** If for any reason the Landlord is not able to deliver up possession of property to Tenant on signed date, Lease Agreement may be cancelled or terminated with written consent by either party. Neither party can hold the other liable. Landlord must REFUND any fees paid by Tenant with the exception of an application fee unless mandated by statute.

**17. LEASE TERMINATION:** This lease will continue on a month to month basis following expiration of lease, unless written notice of termination is delivered. Notice must be presented a minimum of 30 days prior to vacating. Notice must

have a liable cause and not contradict lease terms made herein, including early termination. Landlord may terminate lease by means of eviction for violation of: house rules, waste to premise, late rent, nuisances, guests actions, etc.

**18. ABANDONMENT:** **A.** If Tenant can not be located, and rent is 15 days past due, and Tenant has not informed Landlord of location, or **B.** if Tenant's rent is past due by 1 or more days and Tenant's personal property has been removed from premise, and has not informed Landlord of location, Tenant has ABANDONED the premise. Landlord has right to enter and secure premise. Tenant's property will be stored for a minimum of 30 days at the Tenant's expense. Tenant is liable for **all** costs of moving/storage, late fees, owed rent and expenses of renting property to new tenant. If property has been unclaimed and 30 days have passed, PROPERTY belongs to Landlord and Landlord may resell, keep, donate to charity or demand full rent, fees, and storage cost to be paid for its return.

**19. STORAGE:** (Check one) Additional storage  is (or)  is not provided at this premise. The owner SHALL NOT be liable for any loss of property or personal injury resulting from property storage. It is Tenant's responsibility to purchase Renter's Insurance on your own free will and choice. Tenant may not hold Landlord responsible for any loss, damage, or vandalism of property.

**20. PROPERTY REMOVAL:** Tenant agrees to not remove or alter Landlord's property. The only exception is with written permission. If no written permission is granted and Tenant alters or removes Landlord's property, Landlord may take possession of Tenant's property and evict Tenant from premise. Landlord may also charge Tenant cost of returning property to original condition.

**21. BANKRUPTCY:** In the event of Tenant filing for bankruptcy, Landlord has the right to declare this Lease Agreement as breached and VOID. Landlord reclaims right to premise. No judicial officer shall have any rights to the above written property because of this agreement.

**22. RENT INCREASE:** Landlord has the right to increase rent with a minimum 30 day written notice for reasons of increased utility bills, taxes, or other operating expense. Rent may NEVER be increased by over 10% at one time, or during a fixed rental term.

**23. INSPECTION:** All inspections of Tenant's property must be preceded with a minimum of a 24 hour written notice. Tenant must allow Landlord permission to access premise for reason of inspection, repair, or to show the premise to prospective tenants, appraisers, insurance agents, lenders, purchasers, or service providers. Access must be within reasonable business hours unless an EMERGENCY occurs. In case of EMERGENCY, notice does not have to be given.

**24. NOTICES:** All notices are required to be written and delivered in advance in person or by 1<sup>st</sup> class mail. Notices must be in accordance with State laws and statutes. If Tenant does not answer door, Landlord may post NOTICE in a conspicuous (obvious) place.

**25. OCCUPANTS:** This Lease Agreement is strictly for \_\_\_\_\_ adults and \_\_\_\_\_ children. Any additional guests staying at the said premise for more than 7 total days within any single rent period, consecutive or not, may be subject to a \$100 charge per guest per month. Guest staying more than 7 days are considered non-approved tenants and may be cause for eviction. Guest wishing to stay for extended periods must be cleared by the landlord prior to occupancy, and are subject to the cost of background fees. All approved guest must sign lease agreement and pay additional fees prior to occupancy.

**26. SUBLETTING:** Tenant CANNOT assign or sublet the said premise unless they obtain written permission from Landlord. Tenant does not have right to make arrangements with future tenants, as it is not their property.

**27. PARTIAL PAYMENT:** If Landlord accepts a partial payment from Tenant that has breached Lease Agreement, this shall NOT AFFECT any notices, legal eviction procedures, or legal proceedings against Tenant as per statute.

**28. HOUSE RULES:** House rules apply to all common areas, yards, parking lots, laundry facility, swimming pool, rental unit, or other property managed or owned by landlord. House rules refer to rules enforced throughout property including those stated herein. Tenant is responsible for any guests or family members while they are on premise. Failure for Tenant or Tenant's guests to obey house rules may result in warning or eviction.

**29. NOISE OR NUISANCE:** Tenant or Tenant's guests are not allowed to disturb, harass, annoy the peace of other Tenants, neighbors, or any servicemen of the said premise. Tenant and guests must also abide by City, State, and Federal Laws. Tenant and guests may not permit waste or nuisance on or around the premise. Each tenant deserves quiet enjoyment.

**30. VEHICLES AND PARKING:** Tenant owns (number) \_\_\_\_\_ car(s) and is allowed \_\_\_\_\_ parking space(s). If assigned a parking space, it shall be #\_\_\_\_\_. Vehicles MUST be no more than 15 YEARS OLD, and may not leak any fluids. Tenant may NOT wash, paint, or perform engine work on premise. No other vehicle, trailer, or camper may be parked on the premise without prior written permission from Landlord. Failure to comply with vehicle regulations may result in towing at Tenant's expense.

**31. PETS:** No pets or animals are allowed on or in the premise EVEN temporarily, unless written permission from Landlord is given. If pet permission is granted a pet deposit of \$\_\_\_\_\_ must be paid to Landlord, \$\_\_\_\_\_ being refundable at end of tenancy if there is NO DAMAGE to persons, premise,

flooring, walls, furnishings, appliances, landscaping etc. ALL PET WASTE must be removed promptly by Tenant. Pets must be maintained as to not ANNOY tenants or neighbors by being loud or obnoxious. Failure to comply with pet expectations may result in eviction and clean-up cost. If pets are allowed, list here:\*

---

\*(in the event of death or loss of pet, Tenant is required to get written permission for replacement pet, even if it's the same type)

**32. WATERBEDS:** No waterbeds or liquid filled furniture are allowed on or in the premise. The only exception is written permission from Landlord to Tenant. Tenant must furnish proof of documentation of \$100,000 insurance policy to Landlord.

**33. TOBACCO SMOKING:**  Smoking is FORBIDDEN in or on property. (or) Smoking is (Check one)  PROHIBITED  ALLOWED in said unit of this Lease Agreement. If prohibited in unit but allowed on premise, smoking must be done 25 feet away from any entrance. Smoking may be allowed in other units or on premise and might drift in to this said unit. Tenant releases legal liability of Landlord if situation occurs, regardless of enforced house rules.

**34. SMOKE ALARMS:** Smoke alarms have been installed in the premise. Tenants have a responsibility to maintain and check smoke alarms for accuracy and functionality, including replacing batteries. If alarm is not working, Tenant should inform Landlord immediately.

**35. LEAD BASED PAINT:** Buildings built before 1978 could contain lead based paint. Lead based paint might pose health hazards to Tenant, especially pregnant women or children. (Check one) if applies:

LANDLORD has **NO knowledge** of lead-base paint or lead hazards in or on the property.

LANDLORD **HAS knowledge** of lead-base paint or lead hazards in or on the property and has attached any available records concerning this.

LEAD PAMPHLET (if building was built prior to 1978)  
Protect Your Family From Lead In Your Home. Tenant initials they have received pamphlet. \_\_\_\_\_

Tenant shall immediately inform Landlord of cracked or peeling paint on premise.

**36. SEVERABILITY:** If any part of this Lease Agreement becomes unenforceable or invalid, the remainder of the Lease Agreement will not be affected.

