

## South Dakota Sublease Agreement

I. **Sublease.** This form serves as a legally binding rental contract agreed upon under the following terms and conditions:

II. **Term.** The date of this agreement shall begin on:

\_\_\_\_\_, 20\_\_\_\_ and end on  
\_\_\_\_\_, 20\_\_\_\_\_

Hereinafter referred to as “the Term”

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

Sub Lessor \_\_\_\_\_

Mailing Address \_\_\_\_\_

City of \_\_\_\_\_ State \_\_\_\_\_

Sub Lessee (1) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City of \_\_\_\_\_ State \_\_\_\_\_

Sub Lessee (2) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City of \_\_\_\_\_ State \_\_\_\_\_

Sub Lessee (3) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City of \_\_\_\_\_ State \_\_\_\_\_

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Hereinafter referred to as "The Parties"

IV. **Master Lease.** The Parties agree that this sublease agreement is subject to the master rental contract signed between the Sub Lessor and the Landlord/Manager dated from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ . The Sub Lessee must follow all terms and conditions therein.

V. **The Property.** The property's address is located at

\_\_\_\_\_

The Sub Lessee agrees to occupy the space for the sole purpose of residential use. In addition to the space, the Sub Lessor agrees to allow the following furniture for use by the Sub Lessee during the Term:

\_\_\_\_\_

Hereinafter referred to as "The Property."

VI. **Restrictions.** The property  does have  does not have the following restrictions:

\_\_\_\_\_

VII. **Rental Amount.** Sub Lessee agrees to pay the sub lessor \_\_\_\_\_ dollars (\$\_\_\_\_\_.) on the \_\_\_ of every month payable to \_\_\_\_\_ . All payments shall be paid with the following instructions:

\_\_\_\_\_

VIII. **Deposits and Prorated Payments.** The Parties agree to the following payment(s) to be made by the Sub Lessee at the time of lease signing:

- Advance Rent \$\_\_\_\_\_.

- Last Month's Rent \$\_\_\_\_\_.

- Pet Deposit \$\_\_\_\_\_.

- Security \$\_\_\_\_\_.

- \_\_\_\_\_ \$\_\_\_\_\_.

All deposits and payments are to be held in a separate  interest bearing  non-interest bearing account within \_\_\_\_ days of the authorization of this Agreement. After \_\_\_\_ days from the end of the Term, any and all payments/deposits shall be returned to the Sub Lessee unless there is damage to the property. If any deposit is not fully refunded, the Sub Lessor agrees to give the Sub Lessee an itemized list of all deductions.

IX. **Utilities.** The following expenses shall be the responsibility of:

**Cable** -  Sub Lessor  Sub Lessee

**Electricity** -  Sub Lessor  Sub Lessee

**Heat** -  Sub Lessor  Sub Lessee

**Internet** -  Sub Lessor  Sub Lessee

**Trash** -  Sub Lessor  Sub Lessee

**Water** -  Sub Lessor  Sub Lessee

**Other** -  Sub Lessor  Sub Lessee

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X. **Disclosure(s) and Addendum(s).** The sub lessee shall initial below in acceptance of the following:

- Sub lessee rules and regulations

- Move-in Checklist

- Lead-Paint Disclosure Statement - Required for any residence built prior to 1978

- Other \_\_\_\_\_

**XI. Disclaimer.** If one phrase, sentence, or portion of the Sublease Agreement is found to be invalid, it shall not affect the validity of the terms and conditions of the entire agreement.

**XII. Tenancy.** If the Sub Lessee fails to comply with this agreement or the Master Agreement, or the Sub Lessee misrepresented themselves in the application process, the Sub Lessee shall be found in violation of this Sublease Agreement and upon the decision by the Sub Lessor this agreement may become void.

**XIII. Time.** Time is of the essence.

**XIV. Consent by the Lessor.** I, the Lessor, hereby consent to this Sublease Agreement and agree to promptly notify Sub Lessor within 3 business days in writing if Sub Lessee is in breach of this Sublease Agreement. Nothing herein shall constitute a release of Sub Lessor, who shall remain bound by the terms of the Master Lease Agreement. Nothing herein shall constitute consent to any further Sublease Agreement or assignment of the Master Lease Agreement or this Sublease.

In accordance with the law, prior to Lessor's consent, Sub Lessor has informed Lessor of Sub Lessor's intent to sublease the Master Lease Agreement by mailing a notice of such intent in the manner provided by law, accompanied by the following information:

- The terms of the Sublease Agreement
- The name(s) of the Sub Lessee(s)
- The business and permanent address of Sub Lessee(s)
- Lessee's reasons for Subleasing
- Lessee's address for the term of the Sublease
- The written consent of any co-Lessee and Sub Lessee as being a true copy of the Sublease, to which a copy of the Parent Lease was attached.
- The following additional information \_\_\_\_\_

**XV. Other Agreements.** This legal document, along with any documents incorporated by reference in paragraphs VIII and XII, represents the entirety of the terms and conditions by which each party must abide. Any other agreements or deals made between the Landlord and Sub Lessor, the Sub Lessor and Sub

Lessee, or the Landlord and Sub Lessee, must be attached and incorporated by reference or will not be considered legally enforceable.

## Signature Page

Sub Lessor's Name (*Printed*) \_\_\_\_\_

Sub Lessor's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Sub Lessee's Name (*Printed*) \_\_\_\_\_

Sub Lessee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Sub Lessee's Name (*Printed*) \_\_\_\_\_

Sub Lessee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Sub Lessee's Name (*Printed*) \_\_\_\_\_

Sub Lessee's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Landlord's Name (*Printed*) \_\_\_\_\_

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

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# 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