

SOUTH DAKOTA STANDARD RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, _____, by and between _____, herein called "Landlord," and _____ and _____, herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at _____ under the following terms and conditions.

1. FIXED-TERM AGREEMENT (LEASE):

Tenants agree to lease this dwelling for a fixed term of _____, beginning _____ and ending _____. Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenants or Owners notify the other party in writing at least 30 days prior to expiration that they do not wish this Agreement to continue on any basis.

2. RENT:

Tenant agrees to pay Landlord as base rent the sum of \$_____ per month, due and payable monthly in advance on the 1st day of each month during the term of this agreement. The first month's rent is required to be submitted on or before move-in.

3. FORM OF PAYMENT:

Tenants agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord.

4. RENT PAYMENT PROCEDURE:

Tenants agree to pay their rent by mail addressed to the Landlord (replace this with landlord's mailing address) _____, or in person at the same address, or in such other way as the Landlord will advise the Tenant in writing.

5. RENT DUE DATE:

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a 3 day grace period. In the event rent is not received prior to the 4th of the month, Tenant agrees to pay a \$25 late fee, plus an additional \$5 per day for every day thereafter until the rent is paid. Neither ill health, loss of job, financial emergency, or other excuses will be accepted for late payment.

6. BAD-CHECK SERVICING CHARGE:

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of \$25 AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

7. SECURITY DEPOSIT:

Tenants hereby agree to pay a security deposit of \$_____ to be refunded upon vacating, returning the keys to the Landlord and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions, within 60 days after they have vacated the property.

8. CLEANING FEE

Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the property in the same condition or pay a \$200.00 minimum cleaning fee if the Landlord has to have the property professionally cleaned.

9. REMOVAL OF LANDLORD'S PROPERTY:





If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

10. CHANGES IN TERMS OF TENANCY:

(This paragraph applies only when this Agreement is or has become a month-to-month agreement).
Owners shall advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

11. TENANT COOPERATION:

Tenant agrees to cooperate with the Landlord is showing property to prospective tenants, prior to termination of occupancy.

12. TENANT INSURANCE:

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance – at their own expense – sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

13. ABANDONMENT:

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at the Tenant's expense.

14. OCCUPANTS:

The number of occupants is limited to _____ primary tenants & _____ children. Only the Tenants may live in this building. Any additional residents residing in said dwelling for more than 2 weeks continuously must be added to this lease or receive written permission from the Landlord, subject to the same restrictions as the tenants, i.e. they must fill out an application. Nurses or maids required to care for the Tenants during an illness are an exception from this provision.

15. LOCK POLICY:

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at tenants' expense, before they are installed.

16. LOCKOUTS:

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$_____ for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Friday, excepting holidays, and a fee of \$_____ for all other times. This fee is due and payable when the service is provided.

17. CONDITION OF PREMISES:

The Tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

18. INVENTORY AND INSPECTION RECORD:

An inventory and inspection Record has been provided for the Tenants' use. Only after this has been filled out (within the 3-day time limit) will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will



either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

19. BALCONIES AND PORCHES:

If your unit has a balcony, deck, or porch do not allow more than two people on the structure at one time.

20. TENANT RESPONSIBILITY:

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property.

21. ALTERATIONS:

Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

They acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

22. VEHICLES & GARAGE USE:

Tenants agree to keep a maximum of 1 vehicle on premises or in the garage. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Landlords' written permission.

23. UTILITIES:

Resident will be responsible for payment of all utilities, telephone, gas, or other bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. The Landlord/Owner agrees to only pay water, garbage, and sewer bills.

SERVICES. Landlord shall be responsible for the following utilities and services in connection with the premises

- Water and sewer
- Garbage and trash disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Gas
- Heating
- Telephone
- All other utilities and services not listed under the Landlords responsibility

Tenant acknowledges that Landlord has fully explained to the Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

24. NOTIFICATION OF SERIOUS BUILDING PROBLEMS:

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack



in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify landlord in a prompt matter the tenant may be held financially responsible.

25. REASONABLE TIME FOR REPAIRS:

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

26. DRAIN STOPPAGES:

As of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.

27. BACKYARD & GARDENS:

The Tenants agree to never use any form of pesticides (including rat poison, roach sprays, etc), or fertilizers unless written permission is granted from the Landlord.

28. NON-LIABILITY:

The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

29. DISCLOSURE OF LANDLORD/AGENT

The management company is _____. This company may be represented at various times by it's employees or agents, who will carry identification. Management Co. _____ is authorized to act for and on behalf of the Owner for the purpose of receiving and receipting notices and demands and for the service of process and all other acts which Landlord could or would do if personally present. The address for Management Co. is _____.

30. ACCESS TO PREMISES:

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of the Owner's intent to enter shall be given to the Resident.

31. SUBLETTING & ASSIGNMENT:

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission. Prospective sublessees or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification as well as the obligation to pay a non-refundable \$25 application fee. Permission to sublease will be determined by the sole discretion of the Landlord.

32. PETS:

Pets are allowed on the premises only by obtaining the Landlords' written permission first. When possession of the property is given to the Tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were



trained to serve and so long as Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, owners are required to pay an additional \$25 per month pet-rent charge for one or more. Additionally, a pet-application sheet must be submitted before move-in.

If problems with pets occur there are several ways it may be handled depending on the events. If the pet is anyway dangerous it will not be allowed on the premises. In the event of the owner being negligent in regards to clean-up or allowing access to areas that the pet could damage the tenant will be fined or money will be taken from the deposit. If the pet is a nuisance in anyway the landlord may make suggestions to how the pet is cared for or may require the tenant to attend a training course to be approved by the landlord.

Pets are never to be allowed in the yard unsupervised. Cleaning up after the pet is necessary immediately following defecation. Constant barking will not be permitted.

33. TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 45 days written notice to Tenant that the Premises have been sold.

34. WAIVER:
All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

35. TERMS:
In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

36. FULL DISCLOSURE:
The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

Accepted this _____ day of _____, 20__.

Tenant Signature Date

Tenant Signature Date

Landlord-Manager Date