

SOUTH DAKOTA MONTH-TO-MONTH LEASE AGREEMENT

Written in accordance to SD §§ 43-32-1 to 43-32-30 – "Lease of Real Property"

Date: _____

This South Dakota Month-to-Month Lease Agreement between _____,
Landlord(s), and _____, Tenant(s), for a
dwelling located at _____ (Location).

Tenant(s) agree to rent this dwelling on a month-to-month basis for \$_____ per
month, payable in advance on the _____ day of the calendar month.

The first month's rent for this dwelling is \$_____.

The security/cleaning deposit on this dwelling is \$_____. It is refundable if
Tenant(s) leave the dwelling reasonably clean and undamaged.

Tenant(s) will give _____ days' notice in writing before they move and will be
responsible for paying rent through the end of this notice period or until another
tenant approved by the Landlord(s) has moved in, whichever comes first.

Landlord(s) will refund all deposits due within _____ days after Tenants has/have
moved out completely and returned the keys.

Only the following persons and pets are to live in this dwelling:

_____.

Without Landlords' prior written permission, no other persons may live in the
dwelling and no other pets may stay in the dwelling, even temporarily, nor may
the dwelling be sublet or used for business purposes.



Use of the following is included in the rent: _____

TENANTS AGREE TO THE FOLLOWING:

- 1) To accept the dwelling "as is," having already inspected it.
- 2) To keep yards and garbage areas clean.
- 3) To keep from making loud noises, disturbances, and the playing of music and broadcast programs at all times to maintain other tenant's right peace and quiet.
- 4) Not to paint the interior or exterior of the dwelling without first getting the Landlord(s) written permission.
- 5) To park motor vehicles in the assigned space and to keep that space clean of oil drippings and grease.
- 6) Not to repair motor vehicle on the premises (unless it is in an enclosed garage) if such repairs will take longer than one (1) day.
- 7) To allow Landlord(s) to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 8) Not to keep any liquid-filled furniture in the dwelling.
- 9) To pay rent by check or money order made out to the Landlord(s) (returned checks will have applicable late payment fees of \$_____).
- 10) To pay for repairs of all damage the Tenant(s) or their guests have caused.
- 11) To pay for any broken windows in the dwelling.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable SD code sections. The prevailing party (___ shall / ___ shall not) recover reasonable legal service fees involved.



DISCLOSURES:

Lead Disclosure. For homes built before 1978, Federal Law requires owners give the tenant a copy of an EPA-approved pamphlet on identifying and controlling lead-based paint dangers.

Methamphetamine Disclosure (§ 43-32-30). If it is known by the Landlord(s) that the dwelling was previously used for the manufacturing of methamphetamine, they must disclose said knowledge to the Tenant(s). If the premises consists of two (2) or more units, the disclosure requirement only applies to the unit in which it is known that methamphetamine was produced.

Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Landlord: _____ Tenant: _____

Landlord: _____ Tenant: _____

