

**SOUTH DAKOTA LEASE AGREEMENT – RESIDENTIAL**

This Lease Agreement – Residential (this “Lease”) is made and entered into as of \_\_\_\_\_, 202\_\_, and is between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

**RECITALS**

**WHEREAS**, Landlord owns or manages the real property known by street address as \_\_\_\_\_ [insert specific property description, including any unit number] (the “Leased Premises”), and is authorized to enter into this Lease.

**WHEREAS** Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease same from Landlord.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, promises and agreements set forth herein, Landlord and Tenant hereby covenant and agree as follows:

1. **INITIAL FEES DUE FOR MOVE-IN:** The following fees shall be due and payable by Tenant before Tenant may occupy the Leased Premises:

Security Deposit:	\$ _____
First Month’s Rent:	\$ _____
Last Month’s Rent:	\$ _____
Proration of Partial Month of Rent:	\$ _____
Pet Rent:	\$ _____
Pet Deposit:	\$ _____
Parking Fee:	\$ _____
Common Area Fee:	\$ _____
Other Fees:	\$ _____
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Total Due:	\$ _____

2. **LEASED PREMISES:** Upon the terms and conditions set forth herein, Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases same from Landlord.

The Leased Premises is:



- Single family home
- Condominium or Townhouse
- Apartment
- Other. [Insert description]: \_\_\_\_\_

The Leased Premises has \_\_\_\_\_ bedrooms and \_\_\_\_\_ bathrooms and is approximately \_\_\_\_\_ square feet.

This Lease

- Includes the right to use certain common areas
- Does not include the right to use certain common areas

[Insert description, if applicable]: \_\_\_\_\_

3. **PARKING:** This Lease includes:

- No parking spaces
- Parking space(s)

Describe parking location, if applicable: \_\_\_\_\_

4. **USE; OCCUPANTS; QUIET ENJOYMENT:** Tenant shall ensure that the Leased Premises are used for residential purposes only, and only for lawful purposes. The names of all persons intended to occupy the Leased Premises are as follows:

\_\_\_\_\_ [insert names of all intended occupants]

Tenant shall promptly update Landlord from time to time as applicable with any changes to the above list of occupants.

Tenant shall not cause or permit any unreasonable noise, noxious smell or illegal activities at the Leased Premises, and shall not interfere with the quiet enjoyment of other tenants or users of any adjacent property, if any. Tenant shall not allow or permit the presence of any hazardous substances at the Leased Premises. Tenant shall comply with the law at all times at the Leased Premises. Landlord shall not interfere with Tenant's quiet enjoyment of the Leased Premises.

5. **PET POLICY:**

- Pets are prohibited
- Up to \_\_\_\_\_ pets are permitted

The following pet requirements apply [insert requirements including type, size and quantity, if applicable: \_\_\_\_\_]

The above-described pet policy is a material provision of this Lease. Violation of the pet policy may lead to damages, deposit, and/or fees or additional rent assessed to Tenant and constitutes a default under this Lease.



6. **LEASE COMMENCEMENT DATE; TERM; RENEWAL OPTIONS:** This Lease shall commence on \_\_\_\_\_ [insert commencement date], Prior to, or in connection with the Lease commencement date, at Landlord’s option, Landlord and Tenant shall conduct a walk-through of the Leased Premises together, noting on Landlord’s form the condition of the Leased Premises, any significant damage and any repairs agreed to be performed by Landlord.

- This Lease shall be on a month-to-month basis. Either party may terminate this Lease by providing not less than 30-day advance written termination notice to the other, in which event this Lease shall terminate on the last calendar day of the month following the month in which such notice of termination was provided.
- This Lease shall have a term of \_\_\_\_\_ months (the “Term”).
  - This Lease shall automatically terminate upon expiration of the Term.
  - This Lease shall continue on a month-to-month basis after expiration of the Term. During such month-to-month period, either party may terminate this Lease by providing not less than 30-day advance written termination notice to the other, in which event this Lease shall terminate on the last calendar day of the month following the month in which such notice of termination was provided.

Tenant shall have occupancy rights commencing as of the Lease commencement date. Landlord shall provide Tenant with keys, key fobs, gate cards, and/or other applicable means for access to the Leased Premises. Tenant shall be assessed a lost key fee in the event any of the foregoing is lost, damaged or destroyed by Tenant.

By not later than midnight on the date of termination of this Lease, Tenant shall have vacated the Leased Premises in full, including removal of all occupants and all personal property and possessions, with time being of the essence. Tenant shall leave the Leased Premises in as good a condition as existed on the commencement date of this Lease, reasonable wear and tear excepted. If Tenant fails to vacate the Leased Premises by the date required hereunder, Landlord shall have the right to deem Tenant in holdover status and shall have the right to assess Rent during such holdover period in the amount of 125% of Rent hereunder.

7. **RENT:** As consideration for this Lease, Tenant shall pay rent to Landlord in equal monthly installments of \_\_\_\_\_ (\$ \_\_\_\_\_) per month (“Rent”), which Rent is due on or before the date hereof, and due each month thereafter throughout the term on or before the \_\_\_\_\_ day of each month.

Rent shall be paid to \_\_\_\_\_ [insert Landlord payment particulars, address, electronic payment account, etc.].

Calculation of Tenant’s monthly payment due Landlord:

Monthly Rent: \$ \_\_\_\_\_  
Monthly Pet Rent: \$ \_\_\_\_\_



Monthly Parking Fee: \$ \_\_\_\_\_

Monthly Common Area Fee: \$ \_\_\_\_\_

Other Monthly Fees: \$ \_\_\_\_\_

\_\_\_\_\_

Tenant's Total Monthly Payment: \$ \_\_\_\_\_

8. **LATE FEES; INSUFFICIENT FUNDS FEES.** The following late fee will be assessed to Tenant if Rent is not received by Landlord by the due date referenced above, subject to a five (5) day grace period:

- One-time late fee of \$ \_\_\_\_\_
- Per day late fee of \$ \_\_\_\_\_ for each day that rent is unpaid.

In addition, there shall be a fee of \$ \_\_\_\_\_ for each dishonored check due to insufficient funds ("NSF"). In the event Tenant provides two or more NSF checks during any 12-month period, Rent shall thereafter only be paid electronically or by cashier's check or money order.

9. **SECURITY DEPOSIT:** For the full and faithful performance by Tenant of its obligations under this Lease, Tenant shall provide Landlord a security deposit upon Lease execution in the amount of \$ \_\_\_\_\_. Landlord shall have the right to apply the security deposit towards any financial sums due at the termination of the Lease and for any damages to the Leased Premises or otherwise caused by Tenant or any occupant or invitee of the Leased Premises. The security deposit shall be held and applied by Landlord and reimbursed to Tenant as required by applicable law.

In addition, Tenant shall pay the following pet security deposit, if applicable: \$ \_\_\_\_\_

10. **LEASE GUARANTOR:** The following person shall be the guarantor of all of Tenant's duties and obligations under this Lease, pursuant to a separate Lease Guarantee Agreement: \_\_\_\_\_

[insert name of Lease guarantor]

11. **UTILITIES AND SERVICES:**

- All utilities are included.
- Utilities are not included.

Landlord shall arrange for and provide the following utilities, and the cost of same is included in Rent:

- Electricity
- Gas
- Trash and recycling
- Water
- Internet
- Landscape service
- Pool maintenance service



Other [specify] \_\_\_\_\_

All other utilities shall be arranged and paid for by Tenant. Landlord shall not be responsible for any disruption in utilities not caused by Landlord.

12. **FURNITURE:**

- The Leased Premises shall be provided to Tenant unfurnished.
- The Leased Premises shall be provided to Tenant with customary household furniture.

Special provisions, if any: \_\_\_\_\_

13. **APPLIANCES:**

- The Leased Premises shall be provided to Tenant with no appliances.
- The Leased Premises shall be provided to Tenant with the following appliances:

\_\_\_\_\_

\_\_\_\_\_.

Special provisions, if any: \_\_\_\_\_

14. **SMOKING AND VAPING POLICY:**

- Smoking and vaping are permitted.
- Smoking and vaping are only permitted at the following location(s):

\_\_\_\_\_

\_\_\_\_\_.

The above-described smoking and vaping policy is a material provision of this Lease. Violation of the smoking and vaping policy may lead to damages and fees assessed to Tenant and constitutes a default under this Lease.

15. **MAINTANANCE, REPAIRS, ALTERATIONS:** Tenant, at Tenant's sole cost and expense, shall keep the Leased Premises in good condition and repair, as appropriate, and in a clean, safe and sanitary state, and shall properly dispose of all trash and garbage. Tenant shall not make any structural alterations or additions to the Leased Premises and shall not install or apply any wallpaper. Tenant shall be responsible for broken windows and other plate glass. Landlord shall be responsible for the repair and maintenance of the exterior of the building, its structural components, electrical and plumbing components, appliances and the HVAC system (in all cases except to the extent attributable to damage caused by Tenant or Tenant occupants or invitees).

Maintenance and repair requests shall be provided to Landlord as follows:

Email address for repair and maintenance issues: \_\_\_\_\_

Phone number for maintenance and repair issues: \_\_\_\_\_

After hours: \_\_\_\_\_



- Painting of interior walls by Tenant is permitted.
- Painting of interior walls by Tenant is not permitted.

Special provisions, if any: \_\_\_\_\_

16. **INSURANCE**: Landlord recommends that Tenant maintain renter's insurance throughout the term of this Lease. Landlord is not responsible for any loss or damage to Tenant's personal property or possessions.

17. **INDEMNITY**: Tenant shall and does hereby agree to indemnify and hold harmless Landlord from and against any damage, cost or expense incurred or suffered by Landlord or Landlord's agents or employees which is caused by Tenant, except to the extent same is attributable to the negligence or willful misconduct of Landlord.

18. **PROHIBITION ON ASSIGNMENT AND SUBLETTING BY TENANT; SUCCESSORS AND ASSIGNS**: Tenant shall not assign or sublease this Lease or the Leased Premises or any portion thereof without the express prior written consent of Landlord, in Landlord's sole discretion. Landlord has the right to sell and finance the property in Landlord's sole discretion. In the event of a change in ownership of the Leased Premises, Tenant shall be provided with the contact information of the new Landlord. This Lease shall be binding on the parties hereto and their respective permitted successors and assigns.

19. **EARLY TERMINATION RIGHT**:

- This Lease has no early termination right in favor of Tenant.
- This Lease may be terminated early by Tenant upon the following circumstance(s) \_\_\_\_\_

In such event, Tenant must provide Landlord with not less than \_\_\_\_\_ days advance written notice of termination.

20. **ENTRY INTO LEASED PREMISES**: Landlord (including its agents, contractors and other representatives), upon advance notice to Tenant, shall have the right to enter the Leased Premises at all reasonable times to inspect and examine the Leased Premises and to make alterations necessary for the preservation thereof. Prior notice shall not be required in the case of an emergency or imminent injury or damage.

21. **RELOCATION**: At any time throughout this Lease, Landlord shall have the right to relocate Tenant to a different unit, so long as the replacement unit is substantially comparable in size and features to the Leased Premises and is no higher in rent than the Rent hereunder. Landlord shall bear the reasonable packing, moving and other incidental costs of such relocation, and shall provide Tenant with not less than 30 days advance written notice of such anticipated relocation. This Lease shall govern the relocated location and such relocated location shall be deemed the Leased Premises hereunder.

22. **DESTRUCTION OR CONDEMNATION OF LEASED PREMISES**. In the event the Leased Premises are substantially damaged, destroyed or taken by condemnation or deed in lieu of condemnation, this Lease shall terminate, and Tenant shall be responsible for Rent through the date of such termination. Any casualty or condemnation award shall belong to Landlord, and Tenant shall have no claim or right thereto.



23. **RULES AND REGULATION:** Rules and regulations, if any, shall be provided separately to Tenant and Tenant shall comply with same.

24. **DEFAULT:** Failure to pay Rent when due and any other breach or violation of a term or provision herein shall constitute a default hereunder. Upon the occurrence of a default by Tenant hereunder, Landlord shall be entitled to provide Tenant with notice of default in accordance with applicable law, and shall have all rights and remedies available to a landlord, whether at law or in equity, including without limitation the right to seek eviction, unlawful detainer, damages, costs of collection, cost to re-rent the Leased Premises, court costs and reasonable attorney's fees.

25. **JOINT AND SEVERAL LIABILITY.** All parties deemed a Tenant hereunder are responsible on a joint and several basis for all Rent and other obligations under this Lease.

26. **COMPLIANCE BY LANDLORD.** Landlord shall comply with all laws and regulations applicable to Landlord, including without limitation all applicable state and federal fair housing, anti-retaliation and other landlord/tenant laws and regulations.

27. **SUBORDINATION.** This Lease is and shall at all times be subject and subordinate to any mortgage, deed of trust or lease financing with respect to the Leased Premises, whether now existing or hereafter entered into, including all amendments, extensions and modifications thereto.

28. **LEAD PAINT WARNING STATEMENT AND DISCLOSURE:** To the extent the Leased Premises were built before 1978, please see Rider A attached hereto, Disclosure Regarding Lead-Based Paint.

29. **CREDIT CHECK:** In connection with this Lease and any extension or amendment hereto, Landlord shall have the right to seek and obtain a credit check or credit report on Tenant, and Tenant hereby consents to same.

30. **INVALIDITY OF A PROVISION; INTERPRETATION; INTEGRATION:** If any provision of this Lease is declared or found to be invalid, void or unenforceable, such finding shall not affect the remaining terms of this Lease, which remaining terms shall continue in full force and effect. The parties agree that if any provision is deemed not enforceable, such provision shall be deemed modified to the extent necessary to make it enforceable. Any questions of interpretation shall not be interpreted against any particular party, but rather in accordance with the fair meaning thereof. This Lease represents the entire agreement between Landlord and Tenant with regard to the subject matter hereof. Any prior discussions or agreements with regard to the subject matter hereof are merged herein, and any amendments, modifications and waivers hereunder shall be in writing and must be signed by the party to be charged thereby.

31. **CHOICE OF LAW:** This Lease shall be governed by, and construed in accordance with, the laws of the state in which the Leased Premises is located.



32. **NOTICES.** Notice to Landlord hereunder shall be in writing and provided at the following address:

[insert Landlord's contact information]

\_\_\_\_\_  
\_\_\_\_\_

Tenant's contact information:

[insert Tenant's contact information]

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned execute this Lease as of the date as set forth above.

**Landlord:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

**Tenant:**

By: \_\_\_\_\_

Name: \_\_\_\_\_





**RIDER A**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure:**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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- (ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

- (i) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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- (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial):**

- (c) Tenant has received copies of all information listed above.
- (d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Landlord has been informed of its obligations under 42 U.S.C. 4852(d) and is aware of its responsibility to ensure compliance.



**Certification of Accuracy to Lead Warning Statement.**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Landlord:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

**Tenant:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_



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