

SOUTH DAKOTA NOTICE TO QUIT

Date of this Notice to Quit: _____

Name of Landlord: _____

Name(s) of Tenant(s) and all
Adults Residing at the Leased Premises: _____

_____ (referred to herein collectively as the "Tenant")

Name of Lease Guarantor (if any): _____

Property Address, including Unit Number: _____

_____ (referred to herein as the "Leased Premises")

This Notice constitutes a NOTICE TO QUIT under and in accordance with applicable laws and that certain _____ [insert name of lease document] dated as of _____ between Landlord and Tenant (referred to herein as the "Lease").

ACCORDINGLY, Tenant shall and is hereby required to QUIT AND VACATE the Leased Premises within _____ days after service of this NOTICE TO QUIT upon Tenant (such date is referred to herein as the "Deadline"), unless the violation or lease default described below has been cured in full on or before such Deadline, or as otherwise set forth below.

Violation or Lease Default (if applicable):

Past-due rent. \$ _____
Describe the time period or dates of delinquency: _____

Late fees. \$ _____
Describe: _____

Total Amount Due, on or before Deadline: \$ _____



Non-Monetary default.

Describe the non-monetary default and what must be done by the Deadline to cure same: _____

Section of the Lease under default: _____

If this box is checked, Tenant is not necessarily in default of the Lease, but Landlord is nonetheless proving this Notice to Quit to Tenant as a notice of Lease termination in order for Landlord to recover possession of the Leased Premises, in accordance with terms of the Lease and applicable law. Accordingly, Tenant must vacate the Leased Premises on or before _____.

In the event Tenant does not comply with this Notice to Quit, Landlord shall have the right to commence an action against Tenant in Unlawful Detainer and/or Eviction, in order to recover possession of the Leased Premises. In such event, Tenant may be liable to Landlord for Landlord's legal fees and the court costs of the action, to the extent set forth in the Lease and applicable law.

In all cases, Landlord preserves all rights against Tenant and any Lease guarantor, whether at law, in equity, or as otherwise provided under the terms of the Lease or any Lease guaranty.

IN WITNESS WHEREOF, this Notice to Quit is dated as of the date set forth above.

Name of Landlord: _____

By: _____

Its: _____



CERTIFICATE OF SERVICE

On _____, I: *check all boxes that are true*

- Mailed by regular mail (postage prepaid)
- Mailed by Certified mail (return receipt attached)
- Hand-delivered by _____ (insert name of person)

A copy of the within Notice to Quit to the following person(s):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Signature: _____

STATE OF SOUTH DAKOTA)

) ss.

COUNTY _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 __, by _____.

Notary Public

My commission expires:



This form was created by [FormsPal.com](https://www.FormsPal.com).

If you want to learn more about Eviction Notice, read more in our general category

[Eviction Notice Templates.](#)

