

# LEASE AGREEMENT

State of South Dakota

This Lease Agreement (hereinafter "Lease") is entered into and made effective as of the date set forth at the end of this document by and between the Lessor, \_\_\_\_\_ (hereinafter referred to as "Landlord"), and the following Lessee: \_\_\_\_\_ (hereinafter referred to as "Tenant").

For purposes of convenience, the following party is also authorized to manage the Property and act on Landlord's behalf: \_\_\_\_\_ ("Authorized Party"). Such Authorized Party may be considered to act in place of "Landlord" for the purposes of this Lease, where required or permitted.

Landlord and Tenant may be collectively referred to as the "Parties."

*In consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do contract and agree as follows:*

## 1. GRANT OF LEASE

Landlord hereby leases unto Tenant, and Tenant hereby rents from Landlord, certain real property and improvements located at: \_\_\_\_\_ (hereinafter referred to as "Property"). The Property is located in the following county: \_\_\_\_\_. The Parties hereby contract with each other to lease the Property based on the terms and conditions contained herein.

## 2. TERM OF LEASE

This Lease shall commence on the date of \_\_\_\_\_ and shall continue until its natural termination under this part on the date of \_\_\_\_\_ at 11:59 PM. After the date of termination, this Lease shall automatically renew and shall continue for the same term amount until Landlord or Tenant undertake cancellation of this Lease in writing. At the expiration of this Lease, Tenant shall be responsible for providing a forwarding address to Landlord to receive any funds owed or other notices.

## 3. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall provide the following amount to Landlord, to be held as a security deposit for the reasonable cleaning or repair of damages to the Property upon the expiration or termination of this lease or in case of default by Tenant: \$ \_\_\_\_\_ (\_\_\_\_\_ dollars). The security deposit shall not be in excess of one month's Rent, unless special conditions could pose a danger to the maintenance of the premises, in which case a higher security deposit may be charged.

The security deposit will be held at the following financial institution: \_\_\_\_\_

Tenant hereby agrees to be liable to Landlord at the expiration or termination of this Lease for all damages to the Property, except ordinary wear and tear. Landlord may hold the security deposit in a non-interest-bearing account. In such case, no interest is due to Tenant and Tenant may not use the security deposit to cover Rent.

Landlord may otherwise elect to hold security deposit in an interest-bearing account and allow Tenant to receive certain interest funds, if applicable. Tenant shall still not be permitted to use the security deposit to cover any Rent. In case of sale or assignation of the Lease by Landlord, Tenant's security deposit shall be transferred to the new owner or assignee and Landlord shall be released from liability to Tenant for return of the security deposit. Deductions from the security deposit may be made for the following reasons (this list constitutes examples only and is not intended to be exhaustive): unpaid rent or utilities, late fees, cleaning, key replacement, removing abandoned property, and/or attorneys' fees for proceedings against Tenant. Landlord shall have 14 (fourteen) days in which to return the security deposit and/or an itemized list of deductions, if applicable..

If Landlord requires deductions which exceed the security deposit, Tenant agrees to pay Landlord any overage amount within ten days after receiving a written demand from Landlord. Landlord will first apply the security deposit to any non-rent obligations, such as damages, utilities, or late fees, and will then apply the security deposit to any unpaid rent.

#### 4. RENT

Tenant hereby agrees to pay Landlord the following amount per month as rent ("Rent") during the course of this Lease term: \$\_\_\_\_\_ (\_\_\_\_\_ dollars). Rent shall be due each month on the first day of the month. Rent shall be considered advance payment for that month. The first full Rent payment under this Lease shall be due on the following date: \_\_\_\_\_. No holidays, special events or weekends shall excuse Tenant's obligation to pay timely Rent. Landlord shall not be permitted to raise the Rent throughout the duration of this Lease.

- A. **DELINQUENT RENT & GRACE PERIOD:** Tenant agrees that if Rent is not paid by the first day of the month, Landlord can apply a late charge of the following, as allowed under applicable law: \$\_\_\_\_\_ (\_\_\_\_\_ dollars).
- B. **RETURNED CHECK:** For any returned or bounced checks, Landlord may charge Tenant the cost of the returned check fee, as well as an additional reasonable fee, together with Rent late fees, as applicable.
- C. **PRORATED RENT:** Tenant may be required to pay prorated Rent from the beginning of this Lease to the first full month. If Tenant must pay prorated Rent, Tenant shall pay any prorated amount due, together with the security deposit, at the execution of this Lease.
- D. **FORMS OF PAYMENT:** Landlord agrees to accept the following forms of payment for the Rent:  
\_\_\_\_\_
- E. **DELIVERABLE:** Payment may be sent or delivered to the address noted below or to any person or institution denoted by Landlord, whether by mail, email or any other means. If payment shall be made electronically, the address below shall be utilized as Tenant's contact point for Landlord: \_\_\_\_\_  
\_\_\_\_\_

The email address for landlord is as follows: \_\_\_\_\_

## **5. USE OF PROPERTY**

The Property shall be used and occupied solely by the Tenant or Tenants on this Lease, exclusively as a residential dwelling. No additional persons may reside on the Property without Landlord's prior written consent. The Property shall not, at any time during the term of this Lease, be used for the purpose of carrying on any trade, profession or business. The Property shall also not be used for any illegal purpose or acts. If Tenant becomes aware of any illegal activities taking place on the Property, Tenant agrees to notify Landlord as well as the appropriate authorities. Tenant will be responsible for any illegal acts or omissions of Tenant's guests, invitees, and/or licensees whether or not Tenant was a party to or knew of the illegal acts taking place. Certain types of illegal activities may be cause for Landlord to issue an unconditional notice of Lease termination to Tenant. Smoking or other activities which may impair the health of other residents may not be permitted in common areas.

## **6. CONDITION OF PROPERTY**

Tenant hereby stipulates that Tenant has examined the Property prior to signing this Lease or has knowingly waived such inspection. Tenant affirms that Tenant has not relied on any representations made by Landlord regarding the condition of the Property. Tenant takes the Property as is, with no representations from Landlord beyond those contained herein or required by applicable South Dakota law, including no express or implied warranties. Tenant agrees not to damage the Property and to further be responsible for any damages sustained to the Property as a result of any activity on the part of Tenant's invitees, licensees, and/or guests. Tenant agrees that if any such damage occurs to the Property, Tenant is required to pay for the damages together with the next month's Rent payment and if Tenant does not pay damages, Tenant will be subject to charges identical to those for non-payment of Rent. At the end of the Lease term, Tenant agrees to return the Property in the same condition as when Tenant took possession, with the exception of normal wear-and-tear.

## **7. ALTERATIONS & IMPROVEMENTS**

Tenant shall not make any alterations, additions or improvements or do any type of construction to the Property without first obtaining Landlord's written consent. Unless prior written agreement is reached between Tenant and Landlord, any such alterations, additions, improvements or construction shall become part of the Property and shall remain at the expiration of Tenant's Lease term. If Landlord approves of alterations, additions, improvements or construction in writing and Tenant intends to use contractors to undertake such work, the contractors must first be approved in writing by Landlord. Tenant must also place any funds to cover the amount of any alterations, additions, improvements or construction in an escrow account approved by Landlord before the commencement of the work. Landlord shall designate the times and manner of the work being done, exclusively.

## **8. ASSIGNMENT & SUBLETTING**

Tenant is not permitted to assign or sub-let this Lease without the prior written consent of Landlord. Tenant may also not grant any license to use the Property or any part of the Property without the prior written consent of the Landlord. If Landlord consents to any one assignment, sub-let or license, this shall not be deemed a consent to any subsequent such request. Any assignment, sub-let or license without Landlord's prior written approval shall be null and void and shall, if Landlord chooses, terminate this Lease.

**9. POSSESSION/NON-DELIVERY OF PROPERTY**

Tenant shall not be permitted to take possession of the Property until the security deposit and first month's Rent (or prorated amount required) is delivered to the Landlord in full and the Property is vacated by any prior tenant, if applicable. If Landlord is unable to deliver possession of the Property to Tenant at the start of the Lease term, through no fault of Landlord or due to any unforeseen circumstances, Landlord shall not be liable for any damages but Tenant will not be liable for Rent until possession is given. If possession is given within 30 (thirty) days, Tenant hereby agrees to accept the Property and pay Rent from that date forward. If possession cannot be delivered within 30 (thirty) days, then this Lease shall be terminated.

**10. HAZARDOUS MATERIALS**

Tenant agrees not to keep any hazardous item on the Property, whether flammable or explosive or that might be considered hazardous by any legitimate insurance company.

**11. UTILITIES**

Tenant shall be responsible for arranging and paying for the utilities that Landlord will not manage. Tenant shall also be responsible for having such utilities disconnected when Tenant delivers the Property back to Landlord at the termination or expiration of this lease. Landlord shall be responsible for arranging and paying for the following utilities: \_\_\_\_\_

**12. MAINTENANCE & REPAIR**

Tenant agrees that if there is any delay in maintenance or repairs for reasons beyond Landlord's control, this shall have no effect on Tenant's obligations under this lease.

**13. OBLIGATIONS OF TENANT**

Tenant hereby acknowledges and agrees to the following obligations:

- A. Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
- B. Keep that part of the Property which he or she occupies and uses clean and sanitary;
- C. Remove from the Tenant's dwelling unit all garbage in a clean and sanitary manner;
- D. Keep all plumbing fixtures in the dwelling unit or used by the Tenant clean and sanitary and in repair;
- E. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators;
- F. Not destroy, deface, damage, impair, or remove any part of the Property or property therein belonging to the Landlord nor permit any person to do so;

- G. Conduct himself or herself, and require other persons on the Property with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the Tenant's neighbors or constitute a breach of the peace.

Tenant agrees that any violation of this section shall be considered a breach of this Lease.

#### **14. OBLIGATIONS OF LANDLORD**

Landlord's obligations regarding the Property are as follows:

- A. To comply with any and all applicable building, housing and/or health codes; or
- B. Where there are no applicable building, housing, or health codes, to maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition.
- C. To manage the extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the Property is required for such extermination, the Landlord will not be liable for damages but shall abate the rent.
- D. To ensure adequate and safe locks and keys;
- E. To maintain the clean and safe condition of common areas;
- F. To manage garbage removal and outside receptacles therefor;
- G. To ensure functioning facilities for heat during winter, running water, and hot water.

#### **15. TENANT INSURANCE**

Landlord is not liable to Tenant or any of Tenant's invitees, licensees, and/or guests for any damages not proximately caused by Landlord and Landlord will not compensate Tenant or any other person for damages proximately caused by any other source, including acts of God and nature. Tenant is therefore strongly encouraged to purchase insurance to protect Tenant, Tenant's personal property and any person on the Property for Tenant.

#### **16. ACCESS BY LANDLORD**

Under the terms of this Lease, access to the Property by Landlord may be undertaken as follows:

- A. The Tenant shall not unreasonably withhold consent to the Landlord to enter the dwelling unit from time to time in order to inspect the Property; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

- B.** Landlord may enter the dwelling unit at any time for the protection or preservation of the Property. Landlord may enter the dwelling unit upon reasonable notice to the Tenant and at a reasonable time for the purpose of repair of the Property. 'Reasonable notice' for the purpose of repair is notice given at least 24 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. Landlord may enter the dwelling unit when necessary for the further purposes set forth above under any of the following circumstances:
- a.** With the consent of the Tenant
  - b.** In case of emergency
  - c.** When the Tenant unreasonably withholds consent
  - d.** If the Tenant is absent from the Property for a period of time equal to one-half the time for periodic rental payments. If the Rent is current and the Tenant notifies Landlord of an intended absence, then the Landlord may enter only with the consent of the Tenant or for the protection or preservation of the Property.
- C.** The Landlord shall not abuse the right of access nor use it to harass the Tenant.

#### **17. BREACH OR DEFAULT BY TENANT**

If Tenant or any of Tenant's invitees, licensees or guests violate any of the terms of this Lease, Tenant shall be considered in breach of this Lease. Breaches may include, but are not limited to, failure to pay Rent, engaging in any unlawful activity, damaging or otherwise destroying Property or any common areas therein, or violation of any part or sub-part of this Lease. For any and all breaches of this Lease, Landlord may, at Landlord's discretion, issue an unconditional notice of Lease termination to the Tenant, after which Tenant shall vacate the Property within a reasonable time as applicable under relevant South Dakota law.

If Tenant breaches the terms of this Lease by failing to pay timely Rent, Landlord may send a notice of termination to Tenant demanding payment of the full Rent or surrender of the Property within 7 (seven) days. If Tenant continues in failure to pay and does not surrender for 7 (seven) days, excluding weekends and legal holidays, the Landlord may terminate the Lease and file for eviction.

The delivery of any of the notices mentioned above may be done by mailing or hand-delivering a copy of the notice to the Property.

#### **18. TERMINATION**

Tenant may not terminate this Lease agreement prior to the date of termination denoted herein. If Tenant vacates, abandons, or otherwise leaves the Property prior to the expiration of this Lease, Tenant is still responsible for all Rent payments due until the natural termination of this Lease. Landlord may terminate this Lease for any reason by giving Tenant 30 (thirty) days written notice. If Landlord terminates this Lease, Tenant will not be responsible for any remaining Rent after the expiration of the 30 (thirty) day period.

## **19. NOTICE OF INJURIES**

If Tenant or any of Tenant's invitees, licensees, and/or guests are significantly injured or any of Tenant's personal property is damaged on the Property or in any common area, Tenant shall provide written notice to Landlord, to be delivered or sent to the address where Rent payments are sent, as soon as possible but in no event later than 5 (five) days after the date of injury or damage. If Tenant does not provide such timely notice, this shall be considered a breach of the Lease.

## **20. RIGHT TO MORTGAGE**

Landlord reserves the right to mortgage or otherwise place a lien on the Property and Tenant agrees to accept the Property subject and subordinate to any such mortgage or lien. Tenant hereby grants power of attorney to Landlord for the sole and limited purpose of executing and delivering any document required in the name of Tenant for any such mortgage or lien.

## **21. ABANDONMENT**

If Tenant is absent from the Property for 7 (seven) or more days, during which time Tenant owes Rent or any other monies, Tenant shall be considered to have abandoned the Property and be in breach of this Lease. This definition of abandonment shall not impair the rights of Landlord under this Lease or other applicable law. In case of abandonment, however, Landlord may immediately enter and re-take the Property as permitted under applicable law and terminate this Lease, with no notice to Tenant. Landlord may also dispose of any of Tenant's belongings in accordance with applicable South Dakota law.

## **22. NOTICE OF ABSENCE**

If Tenant plans to leave the Property for 7 (seven) or more consecutive days or expects long, frequent or customary absences, Tenant must notify the Landlord in writing. Tenant hereby agrees that any such absence, whether a singular occurrence or customary, shall not obviate Tenant's obligation to pay timely Rent.

## **23. NOTICE OF INTENT TO SURRENDER**

Prior to the natural expiration of this Lease, Tenant shall give Landlord 30 (thirty) days written notice of Tenant's intention to surrender the Property at the end of the Lease term.

## **24. TENANT'S HOLDOVER**

If Tenant does not provide timely written notice to Landlord of Tenant's intent to surrender or Tenant does not vacate the Property at the end of the Lease term or otherwise remains in possession of the Property, a new month-to-month tenancy will be created which will be subject to all the terms and conditions of this Lease. Such month-to-month tenancy will remain valid until such time as Landlord and Tenant, in writing, extend or renew the Lease for a specific term. If Tenant becomes a month-to-month Tenant, Tenant must give 30 (thirty) days written notice to Landlord of Tenant's intent to surrender the Property. Landlord may terminate such a month-to-month tenancy at any time by serving Tenant a written notice of termination or by other means permitted by applicable South Dakota law. Tenant shall vacate the Property at Landlord's demand.

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