

# South Dakota Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This South Dakota Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. Per SDCL 43-32-6.1, Landlord may not

demand or receive a security deposit, however denominated, in an amount or value in excess of **one month's rent** except that a larger deposit may be agreed upon between Landlord and Tenant where special conditions pose a danger to maintenance of the Premises.

- B. **Allowable Charges; Return of Security Deposit.** Per SDCL 43-32-24, Landlord shall within **two weeks** after the termination of the tenancy and receipt of Tenant's mailing address or delivery instructions return the security deposit to Tenant or furnish to Tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof. Landlord may withhold from such deposit only such amounts as are reasonably necessary to remedy Tenant defaults in the payment of rent or of other funds due to Landlord pursuant to an agreement or to restore the Premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. Within **forty-five days** after termination of the tenancy, upon request of Tenant, Landlord shall provide Tenant with an itemized accounting of any deposit withheld.
- C. **Penalties.** Per SDCL 43-32-24, if Landlord fails to comply with subsection (B), Landlord shall forfeit all rights to withhold any portion of such deposit. The bad faith retention of a deposit or any portion of a deposit by Landlord in violation of this section, including failure to provide the written statement and itemized accounting required by subsection (B), shall subject Landlord to punitive damages not to exceed two hundred dollars.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.**
- A. Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
- B. Per SDCL 43-32-6, if Landlord unlawfully removes or excludes Tenant from the Premises or willfully diminishes services to Tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to Tenant, Tenant may sue for injunctive relief, recover possession by suit, or terminate this Agreement and, in any case, recover from Landlord damages in an amount equal to two months rent and the return of any advance rent and deposit paid to Landlord by Tenant.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO TERMINATE; HOLDOVER.**
  - A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Renewal.** If Tenant remains in possession of the Premises after the expiration of this Agreement and Landlord accepts rent from Tenant, the parties are presumed to have renewed this Agreement on the same terms and for one month.
  - C. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days** written notice to Landlord.
  - D. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount of \${MonthlyRent}** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **30 days'** written notice to Tenant. Per SDCL 43-32-13, Tenant may terminate a month-to-month tenancy effective the first day of the next month by providing notice of termination to Landlord within **15 days** of receipt by Tenant of the notice of modification.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant

fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
  - A. **Landlord's Responsibilities.** Per SDCL 43-32-8, Landlord shall keep the Premises and all common areas in reasonable repair and fit for human habitation and in good and safe working order during the Agreement Term except when the disrepair has been caused by the negligent, willful, or malicious conduct of Tenant or a person under Tenant's direction or control. Landlord shall maintain in good and safe working order and condition all electrical, plumbing, or heating systems of the Premises, except when the disrepair has been caused by the negligent, willful, or malicious conduct of Tenant or a person under Tenant's direction or control. Landlord and Tenant may not waive or modify the requirements imposed by this section; however, Landlord may agree with Tenant that Tenant shall perform specified repairs or maintenance in lieu of rent.
  - B. **Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:
    - i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
    - ii. keep the Premises clean, sanitary, and in good condition;
    - iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
    - iv. be responsible for cleaning and routine maintenance;
    - v. dispose promptly of all rubbish, garbage, and other waste; and
    - vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.
19. **SURRENDER.** Per SDCL 43-32-10, Tenant shall preserve the Premises,

appliances, appurtenances, and other leased personalty in good condition, and repair all deteriorations or damage thereto occasioned by Tenant's negligent, willful, or malicious conduct or such conduct of persons acting under Tenant's direction or control. Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

## 20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

C. **Tenant's Right to Repair and Deduct.** Per SDCL 43-32-9:

i. If within a reasonable time after notice to Landlord of conditions requiring repair to make the Premises fit for human habitation and to place the same in good and safe working order which Landlord ought to repair and Landlord neglects to do so, Tenant may repair the same and deduct the expense of such repairs from the rent, or otherwise recover it from Landlord; or Tenant may vacate the Premises, in which case Tenant shall be discharged from additional charges of rent or performance of other conditions.

ii. If the cost of necessary repairs exceeds one month's rent, after written notice stating the specific reason for the withholding, Tenant may withhold payment of rent and immediately deposit it in a separate bank or savings and loan account, written evidence of such action to be provided to Landlord upon deposit, maintained only for the purpose of making repairs until such time as Landlord makes the repairs, at which time Tenant shall release the deposit to Landlord or until sufficient money is accumulated in the account for Tenant to cause the repairs to be made and paid for.

## 21. **TENANT RECEIVING NOTICE OF ADVERSE PROCEEDINGS--DUTY TO**

**INFORM LANDLORD.** Per SDCL 43-32-16, if Tenant receives notice of any proceeding to recover the real property occupied by Tenant or the possession thereof, Tenant must immediately inform Landlord of the same and also deliver to Landlord the notice, if in writing, and is responsible to Landlord for all damages which Landlord may sustain by reason of any omission to inform Landlord of the notice or to deliver to Landlord, if in writing.

22. **DISCLOSURE OF KNOWLEDGE OF EXISTENCE OF PRIOR MANUFACTURING OF METHAMPHETAMINES.** Per SDCL 43-32-30, if Landlord has actual knowledge of the existence of any prior manufacturing of methamphetamines on the Premises, Landlord shall disclose that information to Tenant or any person who may become a tenant. If the Premises consists of two or more housing units, the disclosure requirements provided by this section only apply to the unit where there is knowledge of the existence of any prior manufacturing of methamphetamines.
23. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.
24. **RULES AND REGULATIONS.**
- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
    - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
    - ii. they are reasonably related to the purpose for which they are adopted;
    - iii. they apply to all tenants in the property in a fair manner;
    - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
    - v. they are not for the purpose of evading the obligations of Landlord; and
    - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
  - B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this

Agreement.

25. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
26. **ABANDONMENT.**
- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
- B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.
- C. **Personal Property.**
- i. \$500 or Less. Per SDCL 43-32-25, the property of Tenant, the total reasonable value of which does not exceed \$500, left on the Premises by Tenant for ten days after Tenant has quit the Premises, is presumed to have been abandoned by Tenant, and Landlord may dispose of the abandoned property.
- ii. Greater than \$500. Per SDCL 43-32-26, the property of Tenant, of a total reasonable value exceeding \$500, left on the Premises by Tenant after Tenant has quit the Premises, shall be stored by Landlord. Landlord shall have a lien on the property to the extent of the costs of handling and storing the property. After storing the property for thirty days or more, Landlord may treat the property as abandoned and dispose of it.
27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per SDCL 43-32-32, except in case of an emergency or if it is impracticable to do so, Landlord or Landlord's agent shall give Tenant reasonable notice of Landlord's intent to enter and enter only at reasonable times. **Twenty-four hours** written notice is presumed to be a reasonable notice unless alternate methods of notification or times for entry are mutually agreed upon between Landlord and Tenant in this Agreement. The notice shall specify date or dates of entry, a period of time during normal business hours for entry, and the purpose of intended entry. The notice shall also specify a means for which Tenant may request to reschedule the entry.
28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist

activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

30. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant uses or permits a use of the Premises in a manner contrary to this Agreement, per SDCL 43-32-18(1);
- iv. Tenant does not within a reasonable time after request by Landlord make such repairs as Tenant may be bound to make, per SDCL 43-32-18(2); or
- v. otherwise provided by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

- i. Landlord does not within a reasonable time after request by Tenant fulfill Landlord's obligations, if any, as to placing and securing Tenant in quiet possession of the Premises or putting the Premises into good condition or repairing the same, per SDCL 43-32-19(1);
- ii. the greater part of the Premises or that part which was, and which Landlord had at the time of leasing, reason to believe was the material inducement to Tenant to enter into the contract, is destroyed, from any other cause than the ordinary negligence of Tenant, per SDCL 43-32-19(2);
- iii. Tenant or a member of Tenant's household is the victim of alleged domestic abuse, unlawful sexual behavior, or stalking, Tenant may terminate the Agreement and vacate the Premises without penalty for early termination on or before a specified date, per SDCL 43-32-19.1;
- iv. the Premises is damaged or destroyed by fire or casualty other



than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired; or

v. otherwise provided by law.

31. **TERMINATION OF AGREEMENT AT DEATH OR INCAPACITY.** Per SDCL 43-32-23, if this Agreement is terminable at the pleasure of one of the parties, it is terminated by notice to the other of such party's death or incapacity to contract. In other cases it is not terminated by such death or incapacity.
32. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
33. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
34. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose. **However**, if in accordance with a termination authorized by SDCL 43-32-19.1 (Domestic abuse-Unlawful sexual behavior-Stalking-Termination of lease-Notice requirements) Tenant provides to Landlord a forwarding address or other contact information, Landlord **may not** disclose that information to any person except with the consent of Tenant or as required by law.
35. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
36. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
38. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of

this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.

39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
40. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}