



SOUTH DAKOTA RESIDENTIAL AGREEMENT

Date _____

1. **BETWEEN RESIDENT (S)** _____
and **OWNER** _____ for Rental Property at _____
in _____, South Dakota for use as a private residence only.

2. **INITIAL LEASE TERM:** The initial term of the lease shall commence on _____, 20____
and end _____, 20____.

3. **OTHER MATTERS AFFECTING LEASE TERM:** This contract will be automatically renewed on a month-to-month basis (beginning with the first day of the month) unless written notice of termination is given by either party on or before the first day of the month at least one full calendar month before the end of the above lease term or unless another rental contract is signed by both parties. If commencement of occupancy of the premises is delayed because of construction or prior resident's holding over, Owner/Manager shall not be liable to resident for such delay, and the contract shall remain in force subject to the following conditions: (1) rentals shall be abated on a daily basis during delay, and (2) Resident may terminate by giving notice in writing to Owner/Manager no later than the third day of delay, whereupon resident shall be entitled only to refund of deposit(s). Such conditions shall not apply to cleaning and repair delays.

4. **NOTICE:** At least one full calendar month's written notice of intent to vacate must be given to Owner/Manager's representative prior to move-out at the end of the above lease term and any renewal or extension period. This means that such notice given June 15, for example, would require that the rent be paid in full through July 31st. In the case of a lease having been renewed on a month-to-month basis as set forth in paragraph 3 hereof, notice of rent increase or other modification of terms of the lease shall be given at least one full calendar month prior to the expiration of the initial lease term or any extension period as set forth in SDCL 43-32-13.

5. **SECURITY DEPOSIT:** Resident agrees that security deposit(s) shall be the total sum of \$ _____ payable on or before the signing of this contract. Refunds shall be made in accordance with the attached SECURITY DEPOSIT AGREEMENT, which is a part of this contract. The one-month written notice provision in this contract will be strictly enforced. If resident moves out prior to the ending date of the lease term, renewal period, or extension period, resident shall be subject to paragraphs 18 and 19 hereof.

6. **RENT:** Residents will pay \$ _____ per calendar month for rental, payable in advance and without demand at Owner/Manager's or manager's office or as otherwise specified, on or before the 1st day of the month without a grace period. Rent paid after the 1st day of each month shall be deemed as late; and if rent is not paid by the _____ day of the month, resident agrees to pay a late charge of \$ _____ Resident agrees to pay \$ _____ charge (SDCL 57A-3-421) for each returned check in addition to late fees. The prorated rental from the date of move-in to the 1st day of the following month is \$ _____ Resident's right to possession is expressly contingent on the prompt payment, and the use of the premises by resident is obtained only on the condition that rent is paid on time. Owner/Manager does/does not (strike one) require that all rent and other sums due be paid in one monthly check rather than multiple checks.

7. **UTILITIES:** Owner/Manager will furnish the following utilities: _____
All utilities shall be used for ordinary household purposes only.

8. **THE APARTMENT WILL BE OCCUPIED ONLY BY** _____

9. **PETS:** Residents will not permit a pet, even temporarily, in the premises unless permission is granted in writing by the Owner/Manager's representative. The presence of an unauthorized pet will subject resident to the penalties, damages, deduction and termination provisions set forth in the SECURITY DEPOSIT AGREEMENT.

10. **SUBLETTING:** Subletting, assignment or securing a replacement shall be allowed only with written approval of Owner/Manager.

11. **CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT:** When moving out, resident agrees to surrender apartment in the same condition as when received, reasonable wear excepted. Resident has examined and accepted the apartment, fixtures and/or furniture as is. Resident shall have the right to report defects or damages to Owner/Manager's representative within 24 hours after resident is given possession of the apartment. Resident shall use reasonable diligence in care of the apartment. Resident may not make any alterations of Owner/Manager's property or fixtures; no holes shall be put in the walls, ceilings, woodwork or floors; no waterbeds, antenna or satellite dish installations, additional phone or TV cable outlets, lock changes or additional locks shall be permitted except by Owner/Manager's written permission. Resident will not move Owner/Manager's fixtures, furniture and/or furnishings from the apartment for any purpose. When resident moves in, Owner/Manager shall furnish light bulbs of prescribed wattage for apartment sockets; thereafter, light bulbs will be replaced by resident at resident's expense.

12. **RULES AND REGULATIONS:** Resident, his or her family and guests will comply with all written rules and regulations furnished to the resident. Owner/Manager may make reasonable rule changes, if in writing and distributed to all residents. Resident agrees that the conduct of himself or herself, his or her family and guests shall never be disorderly, boisterous or unlawful.

13. **RESIDENT AGREES TO REIMBURSE OWNER/MANAGER PROMPTLY** for any loss, property damage or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by resident, his or her agents, family or guests. Residents shall be responsible for damage from windows or doors left open. Such reimbursement is due when Owner/Manager's representative makes demand. Owner/Manager's delay in demanding damage reimbursements, late-payment charges, pet penalties or other sums due by resident shall not be deemed waiver; and Owner/Manager may demand same at any time, including move-out.

14. **OWNER/MANAGER WILL NOT BE LIABLE:** Owner/Manager will not be liable for any damages or losses to person or property caused by other residents or other persons. Owner/Manager shall not be liable for personal injury or damage or loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, act of God or other causes whatsoever. Owner/Manager recommends/requires (strike one) that resident secure his own insurance to protect himself or herself against all of the above occurrence.

15. **REPAIRS AND MALFUNCTIONS:** Resident agrees to request that all repairs and services be in writing to Owner/Manager's designated representative, except in an extreme emergency when telephone calls will be accepted. In case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, resident shall notify Owner/Manager's representative immediately and Owner/Manager shall act with due diligence in making repairs and rent shall not abate during such periods.

16. **WHEN OWNER/MANAGER MAY ENTER:** Owner/Manager's representative or servicemen may enter at reasonable times for the following purposes: requested repairs, extermination, preventative maintenance, emergency safety or fire inspections, showing apartment to building inspectors, fire marshals, mortgage lenders, prospective purchasers, insurance agents or to prospective residents (after lease termination notice has been given).

17. **OWNER/MANAGER'S OBLIGATION:** Owner/Manager agrees to (a) keep all areas of the apartment complex in reasonably clean condition; (b) properly maintain hot water, heating and/or air conditioning equipment; (c) abide by applicable state and local laws regarding repairs; (d) make all reasonable repairs, subject to resident's obligation to pay for damages caused by resident, his or her family, or guests.

18. **DEFAULT BY RESIDENT:** If resident fails to pay rent or other lawful charges when due, or if resident fails to reimburse Owner/Manager for damages, repairs or plumbing service costs when due, or if resident, his or her family, guests or other occupants violate this contract or Owner/Manager's rules and regulations or applicable state and local laws; or if resident abandons the property or otherwise violates lease; then Owner/Manager or Owner/Manager's representative may terminate resident's right of occupancy by giving resident three day's notice in writing. Notice may be by mail or personal delivery to resident's apartment. Such termination does not release resident from liability for future rentals. If Owner/Manager prevails in any writ for eviction, unpaid rentals, charges or damages, resident shall be liable for court costs and reasonable attorney's fees; and all amounts shall bear % interest from due date (SDCL 54-3-5.1 and 54-3-16). Owner/Manager may report rental and damage records to credit bureaus for recordation in resident's credit record as permitted according to law.

19. **ABANDONMENT:** Absence from the premises while any portion of the rent is unpaid and leaving property the total reasonable value of which does not exceed five hundred dollars shall give Owner/Manager the right to declare the property abandoned after (10) consecutive days. Absence from the premises while any portion of the rent is unpaid and leaving property the reasonable value of which exceeds five hundred dollars shall give Owner/Manager the right to declare the property abandoned after thirty (30) consecutive days. Abandoned property shall be disposed of pursuant to SDCL 43-32-25 and SDCL 43-32-26.

20. **GENERAL:** This contract and its attachments are the entire agreement between the parties and resident acknowledges that no other oral or written agreement exists, either express or implied. This contract may be modified only in writing signed by all parties. All resident's statements in the rental application were relied upon by the Owner/Manager in executing this contract, and any misinformation therein shall be considered cause for termination by Owner/Manager of resident's right of occupancy. In the event more than one resident, each resident is jointly and severally liable for each provision of this contract. Each of the undersigned states that he or she is of legal age to enter into a binding contract for lodging. All obligations thereunder are to be performed in the county where the apartment is located. Any clause in this contract or attachment hereto declared invalid by law shall not terminate or invalidate the remainder of this contract.

21. **THIS CONTRACT** is executed in multiple copies, one for the resident(s) and one or more for the Owner/Manager. Attached to each copy hereof is SECURITY DEPOSIT AGREEMENT. A copy of the Owner/Manager's rules and regulations, if any, will be furnished when resident moves in, or earlier if desired. When the MOVE-IN INVENTORY AND CONDITION form is completed after resident moves in, both Owner/Manager and resident shall retain a copy thereof.

22. **SPECIAL PROVISIONS:** Painting and carpet cleaning fee will be assessed and deducted from security deposit at move out.
In addition, we will subtract a \$35.00 fee to conduct a background check

THIS IS A LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

RESIDENT (S)

OWNER OR OWNER'S REPRESENTATIVE

