

# SOUTH DAKOTA ROOMMATE AGREEMENT

This roommate contract is provided for the mutual benefit of roommates and does not constitute legal advice. If you need legal advice, you must contact an attorney.

## Section 1. The Parties & Property

**Date:** \_\_\_\_\_

**New Tenant:** \_\_\_\_\_ hereinafter referred to as the "New Tenant"

**Landlord/Principal:** \_\_\_\_\_ hereinafter referred to as "Landlord/Principal".

**Current Co-Tenant(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

**Property:** \_\_\_\_\_ (address).

This agreement is to last for the same term as our lease agreement, which runs from \_\_\_\_\_ [start date] to \_\_\_\_\_ [end date].

- New Tenant understands that they are entering into a legally binding agreement that is enforceable by and between the other roommates and the Landlord/Principal Tenant.
- If the owner of the property is not living in the shared residence I understand that this agreement is not enforceable with regard to its owner and will not protect me against any claims that the owner may have against myself or my roommates under our roommate contract.

## Section 2. Security Deposit

- The security deposit for the rental premises is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) totaling \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) including all the roommates combined deposits.
- The New Tenant agrees to accept responsibility for damages, which my pet(s), my guests, or that are cause and will reimburse the other roommate(s) for the part of their security deposit withheld for these damages.

## Section 3. Rent



- The total rent according to the lease agreement is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month. The New Tenant agrees to pay \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month on or before the due date set forth in the lease agreement.
- All payments will be made to \_\_\_\_\_.
- The New Tenant understands that the owner of the property can evict all of the tenants if the landlord does not receive the rental payments in full and on time each month.

**Section 4. Utilities**

- The New Tenant agrees to pay 1/\_\_\_\_ for the following utilities:  
\_\_\_\_\_
- The New Tenant agrees to pay 1/\_\_\_\_ of the following services:  
\_\_\_\_\_
- The New Tenant agrees to place the following utilities in their name \_\_\_\_\_, and to ensure that monthly payments are collected and made by all co-tenants in full and on time.
- The New Tenant agrees to pay as follows for any additional utilities or services:  
\_\_\_\_\_.

**Section 5. Move-Out**

If, for any reason, the New Tenant moves out of the rental premises before the lease has concluded they realize that it is their responsibility to find a replacement tenant. The New Tenant is to take reasonable steps to find a replacement roommate who is acceptable to the present roommates. If one of the roommates moves out, the New Tenant understands that it is the Landlord/Principal Tenant's responsibility to take reasonable steps to find a replacement tenant. The New Tenant understands that it is in the best interests of all roommates to replace any departing tenants.

**Section 6. Additional Agreements**

Attached is a description of additional agreements that are incorporated into this contract, including: food/shopping arrangements; cleaning responsibilities; privacy; parking; sharing of personal items; noise/study times; smoking/drinking; parties and entertaining; overnight guests; pets, etc.

**Section 7. Governing Law**

This Lease shall be governed by and construed in accordance with the laws of the State of South Dakota.



**Section 8. Authorization**

The roommates have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Principal Roommate/Landlord's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**New Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

