

SOUTH DAKOTA SUBLEASE AGREEMENT

I. THE PARTIES. This is an agreement to sublet real property ("Sublease") entered into on _____, 20____, by and between:

SUBLESSOR(S): _____ ("Sublessor"),

AND

SUBLESSEE(S): _____ ("Sublessee").

The Sublessor agrees to sublet, and the Sublessee agrees to take possession of the property that is located and described as: _____
_____ ("Premises") under the following terms:

II. TERM. Tenancy of this Sublease shall begin with the Sublessee taking possession on _____, 20____ and ending on the _____, 20____. Under no circumstances shall there be holdover by the Sublessee.

III. RENT. The Sublessee agrees to pay rent under this Sublease in the amount of \$_____ payable on the ____ of each Month to the Sublessor. The rent shall be paid in the following manner: _____.

IV. SECURITY DEPOSIT. The Sublessor shall require a Security Deposit in the amount of \$_____ that will be paid at the beginning of the term ("Security Deposit") by the Sublessee. Any damage or repairs needed at the end of the term due to the Sublessee shall be credited against the Security Deposit. Any reason for retaining a portion of the Security Deposit shall be explained in writing when returning the funds to the Sublessee. The funds shall be sent to the Sublessee within ____ days after the Sublease has ended with the Sublessee vacating the Premises along with their possessions.

V. UTILITIES. The Sublessor agrees to pay for the following utilities and services: _____.

All other utilities or services shall be the responsibility and expense of the Sublessee.

VI. MOVE-IN CHECKLIST. At the time of taking possession of the Premises by the Sublessee, the Sublessor and Sublessee: (check one)

- **SHALL BE REQUIRED** to complete a move-in checklist that provides a detailed accounting of the condition of the Premises including, but not limited to, repairs needed, water damage, or material defects. This is recommended in order to protect the Security Deposit of the Sublessee.

- **SHALL NOT BE REQUIRED** to complete a move-in checklist that provides a detailed accounting of the condition of the Premises unless otherwise required by law.

VII. LEAD-BASED PAINT. The Premises: (check one)

- Was built **BEFORE** 1978 and a Lead-Based Paint Disclosure shall be attached to this Sublease.
- Was built **AFTER** before 1978 and a Lead-Based Paint Disclosure is not required to be attached to this Sublease.

VIII. SMOKING POLICY. Smoking on the Premises: (check one)

- Is **ALLOWED** in the following areas: _____.
- Is **NOT ALLOWED** in the Premises or any common areas.

IX. LANDLORD'S CONSENT. The original lease between the Landlord and Sublessor: (check one)

- **ALLOWS** subletting.
- Does NOT allow subletting but consent by the Landlord **HAS BEEN GRANTED** to the Sublessee to take possession of the Premises.
- Does NOT allow subletting and consent by the Landlord **WILL BE ASKED** immediately after this Sublease has been authorized. If the Sublessee is denied by the Landlord, this Sublease shall be canceled with the Security Deposit returned to the Sublessee with no further liabilities by either party.

X. LIABILITY. Sublessee agrees to surrender and deliver to the Sublessor the Premises, including all furniture and decorations within the Premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the Premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

XI. GUESTS. There shall be no other person(s) living on the Premises other than the Sublessee. Guests of the Sublessee are allowed for periods not lasting for more than forty-eight hours unless otherwise approved by the Sublessor.

XII. MASTER LEASE. This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which has been attached and is hereby referred to and incorporated as if it were set out here at length ("Master Lease"). The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the Master Lease for the duration of the Sublease. All disclosures and statements required by the State and listed in the Master Lease shall be made part of this Sublease and, when attached, shall be considered disclosed to the Sublessee in accordance with State and local laws.

XIII. DISPUTES. If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

XIV. WRITTEN AGREEMENT. This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be

accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

XV. LANGUAGE. The words “Sublessor” and “Sublessee” as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

XVI. ORIGINAL COPIES. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

XVII. GOVERNING LAW. This Sublease shall be bound to the laws in the State where the Premises is located.

XVIII. ADDITIONAL TERMS AND CONDITIONS. _____

XIX. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XX. ENTIRE AGREEMENT. This Agreement contains the entire agreement of all parties on these matters, superseding any previous agreement between them.

Sublessor's Signature: _____ **Date:** _____

Print Name: _____

Sublessee's Signature: _____ **Date:** _____

Print Name: _____

ORIGINAL LEASE ATTACHED (INITIAL) _____

Landlord's Consent

I hereby give my consent to subletting of the above-described Premises as set out in this Sublease.

Landlord's Signature: _____ **Date:** _____

Print Name: _____

