

SOUTH DAKOTA STANDARD RESIDENTIAL LEASE

1. PARTIES.

This Residential Lease Agreement ("Lease") made on _____ day of
20_____ between the Landlord and Tenant listed below:

I. LANDLORD: _____ ("Landlord") with mailing
address of _____.

AND

II. TENANT(S): _____ ("Tenant") with mailing
address of _____.

The 'PARTIES' referred herein each as a 'PARTY' are the Landlord and the Tenant.

NOW, FOR AND IN CONSIDERATION of mutual promises, the Tenant leases
the property from the Landlord following these terms and conditions.

2. RENTAL PROPERTY ADDRESS.

_____.

PROPERTY DETAILS.

Bedroom(s): _____

Full Bathroom(s): _____

Half Bathroom(s): _____

Other: _____

RESIDENT TYPE.

Single-Family Home Multifamily Home Townhouse

Condominium Apartment Co-Op Dwelling Mobile Home

(Manufactured Home permanently or semi-permanently attached to the land)

Tiny Home

Other: _____.

3. LEASE TYPE.

This Agreement offers two types of leases listed below:

Fixed-Lease – The Tenant is allowed to occupy the rental property on _____ and end on _____ ("Lease Term"). If the tenant decides not to renew the lease, they must vacate the premises at the end of the lease term.

Renew Lease under same terms and conditions of Agreement.

Vacate at End of Lease _____.

Month-to-Month - The Tenant is allowed to occupy the rental property on _____ and end on _____ on a month-to-month basis, and can end upon notice of _____ days from either party, ("Lease Term").

4. OCCUPANT(S).

By signing this agreement, the Tenant and Landlord both agree ONLY these additional occupants over the age of 18, listed below, will reside on the property during the lease term:

Additional Occupants - _____.

5. PURPOSE.

Tenant(s) renting this property may ONLY use as:

Residence ONLY

Other _____.

6. FURNITURE INCLUDED.

Furnished Property – Items: _____.

Unfurnished Property

7. APPLIANCES INCLUDED.

The appliances included are listed below:

_____.

8. RENT.

The Tenant agrees to pay the Landlord a monthly rent of \$_____ due on the _____ day of each month.

9. NSF FEE - NON-SUFFICIENT FUNDS.

- Yes, the Landlord will charge a NSF Fee _____ per bounced check.
- No NSF Fee

NSF Fees are charged by the Landlord to the Tenant for bounced checks

10. LATE RENT.

- Yes, the Landlord shall charge a late fee of _____ if the rent is more than _____ days late from the agreed rent due date.
- No Late Fee

11. FIRST MONTH'S RENT.

- The first month's rent is due at the time of signing this Agreement.
- The first month's rent is due on day one of the lease term start date.

12. PRORATION PERIOD.

- Yes – The Tenant agrees to pay the Landlord the total proration amount of \$_____, if Tenant occupies the property before the agreed lease start date, _____. The proration amount is calculated by the total monthly rent divided by the number of days will equal the proration amount that is due upon this agreement execution.
- No – Tenant will NOT occupy the property before the lease start date.

13. RENTER'S INSURANCE.

The Tenant MUST provide proof of insurance to the Landlord prior of renter's insurance during the duration of the lease term:

- Yes, Renter's Insurance is required.
- No, Renter's Insurance is not required.

14. OPTION TO RENEW.

- Yes, continue month-to-month under the same terms and conditions.
- No, Tenant must vacate the property on the agreed tenancy end date _____.

15. SECURITY DEPOSIT.

Landlord requires a security deposit:

Yes No

*If selected Yes, fill in the details below:

A security deposit of \$_____ is due upon the executions of the lease. The landlord will hold this deposit as a security for any unpaid rent, damages to the property, pet(s) fees, and/or parking fees.

First Month's Rent = \$ _____

Last Month's Rent = \$ _____

Parking = \$ _____

Pet Despot = \$ _____

TOTAL SECURITY DEPOSIT = \$ _____

16. DEPOSIT RETURN.

The Landlord shall return the security deposit to the Tenant with _____ days after the lease agreement end date, _____.

17. INSPECTION BEFORE TO MOVE-IN DATE.

Yes, the Tenant agrees to inspect the property prior to the move-in date and shall provide a move-in checklist, which includes all requested repairs and modifications of the rental property, delivered to the Landlord, within a reasonable time frame.

No, prior property inspection and move-in checklist is not required.

18. PARKING.

Provided – Monthly Parking Fee \$ _____ Per Vehicle

Not Provided

19. PROPERTY SALES.

If the Property is sold during the lease term, the Tenant must be notified of the sale and the new property owner and the contact information for maintenance and repairs.

In the event of a sale of the property and new ownership, the new property Owner has the right to:

- Terminate this agreement by giving the Tenant _____ days' notice.
- Cannot terminate this agreement.

20. UTILITIES.

- Tenant, the Tenant is responsible for the utilities and service payments during the duration of tenancy.
- Landlord, the Landlord is responsible for the utilities and service payments during the duration of tenancy.

21. PREMATURE LEASE TERMINATION.

- Yes, the Tenant has the right to terminate the lease under these conditions:
 - Termination fee in the amount of \$_____, will be charged to the Tenant.
 - The Tenant must give the Landlord a **written** termination notices within _____ days.
- No, the Tenant may not terminate the lease under any circumstances.

22. PROPERTY MANAGER/LANDLORD AND TENANT NOTICE ADDRESS.

ALL mail notices to be sent to the following address:

TENANT MAILING ADDRESS:

_____.

Landlord/Property Manager or Agent that can contacted for maintenance and repairs, list information below:

Name: _____

Phone: _____

Email: _____

23. SMOKING POLICY.

- Yes, smoking is allowed in these areas: _____.
- No, smoking is prohibited.

24. PETS.

- Prior Approval - the Landlord must approve, in writing, any pets on the Property.
- Pet Deposit - If approved, the Landlord will charge Tenant a monthly Pet Deposit of \$_____.

25. ADDITIONAL TERMS AND CONDITIONS.

List all additional terms and conditions:

_____.

26. SUBLETTING. If the Tenant wishes to sublet the rental, the Tenant must get prior written approval from the Landlord.

27. ABANDONMENT. The Landlord has the right to terminate the lease agreement if the Tenant leaves or abandons the property within the minimum time frame set by the State which the rental property resides or seven (7) days, whichever is less.

28. NOTICE. There's a seven (7) day notice period to pay rent and remedy the violation or Tenant must vacate the premises.

29. RENT INCREASES. The Landlord can increase the rent if it is written in the agreement.

30. LANDLORD ENTRY. The Landlord should provide reasonable notice to the Tenant before entering the rental property for any inspections or repairs. Check with local State laws.

31. MAINTENANCE AND REPAIRS. The Tenant shall keep the property clean and in a habitable condition. The Tenant must notify the Landlord of any needed repairs and maintenance.

32. NOISE/WASTE. The Tenant agrees to use the property in a lawfully manner and not cause any nuisances that would cause harm to neighbors within and around

the premises. The Tenant shall dispose of any waste and agrees not to leave trash on the property.

- 33. EQUAL HOUSING.** The Landlord shall make all improvements to accommodate Tenants with disabilities.
- 34. HAZARDOUS MATERIALS.** The Tenant shall not pose any hazardous materials such as materials, that would cause a fire, i.e., compressed gasoline.
- 35. WATERBEDS.** Tenants use waterbeds on the Rental Property, Tenants **MUST** obtain prior written approval from the Landlord.
- 36. INDEMNIFICATION.** The Landlord shall not be liable for any damages on the property during the lease term. The Tenant takes full responsibility; therefore, Renters Insurance is highly recommended.
- 37. POSSESSION.** The Tenant accepts the Rental Property is in good condition. If Landlord fails to deliver possession at the start of Lease Term, Tenant may terminate Agreement. If the Tenant cancels, The Security Deposit and any pre-paid rent and fees will be refunded.
- 38. ACCESS.** The Landlord agrees to provide Tenant with access to Premises & common areas via keys, fobs or cards at start of Proration Period/Lease Term. Any duplicates require Landlord's consent may be charged a fee. The Tenant shall return the access provided or will be charged a fee and deducted from the Security Deposit at the end of this Agreement.
- 39. MULTIPLE TENANTS AND GUESTS.** Guests on the property are not allowed for more than 48 hours unless approved in writing, by the Landlord. Tenants and occupants are jointly and individually liable for all obligations under this Agreement. If anyone violates the Agreement, the tenant is considered to have broken it. Any notice from the landlord to any occupant of legal age constitutes notice to the tenant. In eviction cases, the Tenant is considered the Agent of the premises for service of legal process.
- 40. ASSIGNMENT.** The Tenant needs written consent from Landlord for any assignment. One consent doesn't apply to the subsequent terms.
- 41. NATIONAL DISCLOSURES RULES.** Lead-Based Paint Disclosures - Under Federal Law, the Property Owner and/or Landlord **MUST** provide the Lead-Based Paint Disclosure Forms and information brochures to all Tenants, if the rental property was built before 1978. For more information:

- 42. GOVERNMENT LAW AND OVERSIGHT.** Both the Landlord and the Tenant agree to comply with both the Federal and rental property's Local State laws.
- 43. DEFAULT.** Suppose the Tenant breaches the financial or material provisions of this Agreement, the rules and regulations set forth by the Landlord, or Federal and State Laws, the Landlord has the right to terminate this Agreement. Also, if the Tenant does not pay rent for a specific period after the Landlord has sent a written notice, the Landlord has the right to ask the Tenant for the full payment of the rent for the entire lease term. The Tenant will also be in default should they fail to pay rent, violate the terms of this Agreement, abandon the Premises, provide false information in the rental application, or engage in illegal activities on the Premises.
- 44. UNINHABITABLE.** If the premises become uninhabitable due to unrepairable damage, the Tenant can terminate the Agreement by giving written notice to the landlord. If the damage is due to the Tenant's negligence, they will be responsible for repair costs and any loss of income incurred by the Landlord.
- 45. RETALIATION.** Retaliation is NOT allowed by the Landlord against the Tenant, including limiting access, reducing services, or failing to repair.
- 46. EVICTION.** Landlords have the right to evict their Tenant's with a valid reason, i.e., unpaid rent/lease violation, with proper notice.
- 47. SEVERABILITY.** Invalid provisions won't affect the rest of the Agreement instead will be enforced to the maximum extent allowed by law.
- 48. SURRENDER.** The Tenant surrenders the Premises when the move-out date has passed or when access is turned over to the Landlord - whichever comes first. The Tenant must return the Premises in the same or better condition than at the start of this Agreement, except for reasonable use, wear and tear, and damages caused by the elements.
- 49. DISPUTES.** In the event of a dispute between the Landlord and Tenant during the lease term, they must engage in good faith negotiations before pursuing litigation.

50. COVENANTS. All covenants herein apply to heirs, legal representation, and assignments, are as conditions of this Agreement.

51. WAIVER. Waivers must be in writing and signed by both Tenant and Landlord to be effective. Waiving one breach does not mean waiving others.

52. THIS AGREEMENT. The Landlord and Tenant agree to ALL the terms and conditions outlined in this agreement. This Lease Agreement supersedes all previous written or oral Agreements. All previous Agreements will be nullified.

DUE AT EXECUTION OF SIGNING AGREEMENT

SECURITY DEPOSIT(S)	\$ _____
FIRST MONTH'S RENT	\$ _____
LAST MONTHS RENT	\$ _____
PARKING FEE(S)	\$ _____
PET DEPOSIT FEE(S)	\$ _____
PRE-PAYMENT OF RENT	\$ _____
PRORATION AMOUNT	\$ _____
TOTAL DUE	\$ _____

PAYMENT METHODS ACCEPTED

- CASH
- CHECK (PAYABLE TO _____)
- DEBIT/CREDIT CARD
- CRYPTOCURRENCY
 - BITCOIN WALLET ADDRESS: _____.
 - ETHEREUM WALLET ADDRESS: _____.
 - OTHER TOKEN: _____ WALLET ADDRESS: _____.
- OTHER: _____.

SIGNATURES

Landlord: _____

Date: _____

Tenant: _____

Date: _____

Broker: _____

Date: _____

Witness: _____

Date: _____