

SOUTH DAKOTA MONTH-TO-MONTH LEASE AGREEMENT

1. **THE PARTIES.** This South Dakota Month-to-Month Lease Agreement (the "Agreement") made on _____ (mm/dd/yyyy) is between:

Landlord Name: _____ (the "Landlord")

Landlord Address: _____, AND

Tenant Name(s): _____ (the "Tenant")

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** Landlord hereby leases the property located at: _____ to the Tenant (the "Premises").
3. **LEASE TERM.** This lease shall be considered a month-to-month lease. The Tenant shall be permitted to occupy the Premises on a month-to-month basis starting on _____ (mm/dd/yyyy) and ending upon a notice of _____ (#) days from either party, in accordance with South Dakota law (the "Lease Term").
4. **RENT.** The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of \$ _____ (the "Rent"). The Rent shall be due on the _____ day of each month (the "Due Date"). The Rent shall be paid via the following instructions: _____.
5. **LATE FEE.** If Rent is not paid by the Due Date: (check one)
- The Tenant will be charged a fee of \$ _____. Rent is considered late if it has not been paid within _____ (#) day(s) after the Due Date.
- There shall be NO Late Fee if the Rent is late.
6. **SECURITY DEPOSIT.** As part of this Agreement: (check one)
- The Landlord requires a payment of \$ _____ (the "Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within _____ (#) days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

7. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

- The Tenant will be required to pay a fee of \$_____ per incident.

- The Tenant will NOT be required to pay a fee.

8. OCCUPANTS. The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- _____ (the "Occupant(s)").

- There are NO Occupant(s) in addition to the Tenant.

9. FURNISHINGS. The Premises is: (check one)

- Furnished (or will be furnished) with the following items:

_____.

- NOT furnished.

10. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

_____.

11. PARKING. The Tenant (check one):

- Is allotted _____ (#) parking space(s):

- Free of charge (included in the Rent)

- At a cost of \$_____ to be paid (Upon execution of this Agreement | Monthly)

- Is NOT provided parking.

12. PETS. The Tenant is: (check one)

- Permitted to have _____ (#) pet(s) on the Premises, ONLY consisting of (list pet types):

_____.

If permitted, the Landlord shall charge a refundable pet deposit of \$_____ to cover potential damage to the Premises caused by the Tenant's pet(s).

- NOT permitted to have pets of any nature on the Premises.

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

- Permitted ONLY in the following area(s): _____.

- Prohibited on the Premises and all Common Areas.

14. NOTICES. Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord Mailing Address: _____

Tenant Mailing Address: _____

15. INSPECTION OF PREMISES. The Landlord and Landlord's agents shall have the right at all reasonable times during the Lease Term and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon by providing twenty-four (24) hours' notice to the Tenant. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

16. ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fees.

17. WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

18. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the Lease Term and any renewal thereof. The Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by the Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. The Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall promptly notify the Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. The Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

19. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

20. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by

reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord by law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant gives incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under South Dakota statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

21. ABANDONMENT. Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the State-mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.

22. CONDITION OF PREMISES. The Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated.

23. POSSESSION & SURRENDER. The Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. Upon termination of the Agreement, the Tenant shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

24. INSURANCE. The Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant understands that the Landlord will not provide any insurance coverage for the Tenant's property. The Landlord will not be responsible for any loss of the Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. The Landlord encourages the Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

25. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

26. JOINT AND SEVERAL. If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

27. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

28. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.

29. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence.

30. GOVERNING LAW. This Agreement shall be governed by the laws of the state of South Dakota.

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

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

- Was NOT built prior to 1978.

32. ADDITIONAL PROVISIONS.

33. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

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

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

REQUIRED DISCLOSURES

1. **METHAMPHETAMINES DISCLOSURE.** As stated in § 43-32-30 of the South Dakota codified laws, the landlord must disclose to the tenant any knowledge of methamphetamine manufacturing that has occurred on the Premises.

