SOUTH DAKOTA SUBLEASE AGREEMENT

1. **THE PARTIES**. This Sublease Agreement (the "Agreement") made this _____ (mm/dd/yyyy) is between:

   Sublessor Name: _____ (the "Sublessor"), AND
   Sublessee Name: _____ (the "Sublessee").

   The Sublessor and Sublessee are together referred to as the "Parties."

   The Parties agree that the Sublessor shall sublet and the Sublessee shall take possession of the property located at _____ (the "Premises") on the following terms:

2. **TERM**. The Agreement shall begin with the Sublessee taking possession of the Premises on _____ (mm/dd/yyyy) and shall end on _____ (mm/dd/yyyy).

3. **RENT**. The rent to be paid by the Sublessee to the Sublessor throughout the term of this Agreement must be paid on the _____ day of every ☐ Week ☐ Month (check one). The rent is to be paid in installments of $_____. The rent shall be paid in the following manner: _____.

4. **SECURITY DEPOSIT**. The Sublessee will pay $_____ to the Sublessor as a security deposit. Deductions permitted by South Dakota law may be made from the security deposit and the remainder, if any, shall be returned to the Sublessee within _____ (#) days of the termination of the Agreement.

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

   ☐ - WILL be required to complete a move-in checklist that provides a detailed account of the condition of the Premises including, but not limited to, repairs needed, water damage, or material defects.

   ☐ - Will 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.

6. **PARKING**. The Sublessee: (check one)

   ☐ - Is entitled to ____ (#) parking space(s). The parking space(s) is / are located at: _____.

   ☐ - Is NOT entitled to use a parking space as part of this Agreement.

7. **UTILITIES**. The Sublessee is responsible for the following utilities: (check all that apply)

☐ - Electricity

☐ - Water

☐ - Trash Collection

☐ - Cable / Internet

☐ - Heat

☐ - Other: _____.

8. **SMOKING**. The Sublessee: (check one)

☐ - Is permitted to smoke in the following area(s) ONLY: _____.

☐ - Is NOT permitted to smoke on the Premises or in any common / shared areas.

9. **LANDLORD'S CONSENT**. The original lease agreement (the "Master Lease") signed between the Landlord (Lessor) and the Sublessor: (check one)

☐ - PERMITS (allows) subletting.

☐ - Does NOT permit subletting, but permission was received by the Landlord prior to the signing of this Agreement to specifically permit the Sublessee to take possession of the Premises.

☐ - Does NOT permit subletting, and consent by the Landlord will be asked immediately after this Agreement has been signed by the Parties. If the Landlord denies the Sublessor's request to sublease, this Agreement will be canceled, and the Security Deposit will be returned to the Sublessee with no further liabilities by either party.

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

☐ - Was built prior to 1978, and a Lead-Based Paint Disclosure will be attached to this Agreement.

☐ - Was NOT built prior to 1978.

11. **GUESTS**. The Sublessee is not permitted to have anyone other than themselves live in the Premises for the lease term. Guests cannot stay any longer than two (2) days at a time unless approved by the Sublessor.

12. **MASTER LEASE**. This Agreement must follow and is subject to the Master Lease between the Sublessor and Landlord. A copy of the Master Lease has been attached and is hereby incorporated into this Agreement. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the Master Lease for the duration of the Agreement. All disclosures and statements required by the State and listed in the Master

Lease shall be made part of this Agreement and, when attached, shall be considered disclosed to the Sublessee in accordance with State and local laws.

13. **TERMINATION OF MASTER LEASE**. If the Sublessor terminates their tenancy in the Premises under the Master Lease, the Sublessee agrees that if the Master Lease is terminated for any reason, this Agreement will terminate as of the same date.

14. **SUBLEASING AND ASSIGNMENT**. The Sublessee may not lease, sublease, or assign the Premises without the prior written consent of the Sublessor.

15. **DISPUTES**. If a dispute arises during or after the term of this Agreement between the Parties, they shall agree to negotiate amongst themselves before any litigation.

16. **LIABILITY**. The 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 damage to the Premises, the contents thereof, and the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

17. **ORIGINAL COPIES**. The Parties to this Agreement acknowledge the receipt of an executed copy thereof.

18. **WRITTEN AGREEMENT**. This Agreement constitutes the sole agreement between the Parties 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 Agreement are not legally valid and, therefore, are not binding upon either party.

19. **GOVERNING LAW**. This Agreement shall be governed by the laws in the state of South Dakota.

20. **ADDITIONAL TERMS & CONDITIONS**.

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

22. SIGNATURES.

IN WITNESS WHEREOF, the Sublessor and Sublessee agree to the terms and have executed and dated this Agreement below.

Sublessor Signature: _____ Date: _____

Printed Name: _____

Sublessee Signature: _____ Date: _____

Printed Name: _____

- - - - - - - - - - - - - - - - LANDLORD'S CONSENT (IF NECESSARY) - - - - - - - - - - - - - - - -

I hereby give my consent to the subletting of the Premises as set out in this Agreement.

Landlord (Lessor) Signature: _____ Date: _____

Printed Name: _____