

SOUTH DAKOTA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____, by and between:

LANDLORD: _____ (hereinafter referred to as "Landlord"), with a mailing address of:

AND

TENANT(S): _____ (hereinafter referred to as "Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (hereinafter referred to as the "Premises"):

The Premises is described as:

☐ Single-Family Home ☐ Apartment ☐ Condominium ☐ Duplex ☐ Townhouse ☐

Other: _____

II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Agreement shall begin on the ____ day of _____, 20____ and shall end on the ____ day of _____, 20____. Upon the expiration of this term, this Agreement shall automatically convert to a month-to-month tenancy unless either party provides written notice of termination at least thirty (30) days prior to the end date.

☐ **MONTH-TO-MONTH:** This Agreement shall begin on the ____ day of _____, 20____ and shall continue on a month-to-month basis. This Agreement may be terminated by the Landlord or Tenant by providing at least thirty (30) days' written notice to the other party, or one (1) month's notice if the tenancy has lasted less than one year, pursuant to SDCL § 43-32-22.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo) ☐ Other:

Payment instructions:

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as security for the faithful performance by the Tenant of the terms of this Agreement.

Statutory Limit: Pursuant to SDCL § 43-32-6.1, the security deposit shall not exceed one (1) month's rent, unless special conditions exist which pose a danger to the maintenance of the premises.

Return of Deposit: In accordance with SDCL § 43-32-24, the Landlord shall return the security deposit to the Tenant, or provide a written statement showing the specific reason for the withholding of the deposit or any portion thereof, within two (2) weeks after the termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions.

V. LATE CHARGES AND RETURNED CHECKS

If rent is not paid by the _____ day of the month, the Tenant shall pay a late fee of \$ _____ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due

under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay the Landlord a returned check fee of \$

_____ .

VI. UTILITIES

The Landlord shall be responsible for the following utilities and services:

☐ Electricity ☐ Gas ☐ Water ☐ Sewer ☐ Trash ☐ Internet ☐ Cable ☐ Heat ☐

Landscaping ☐ Snow Removal

The Tenant shall be responsible for the following utilities and services:

☐ Electricity ☐ Gas ☐ Water ☐ Sewer ☐ Trash ☐ Internet ☐ Cable ☐ Heat ☐

Landscaping ☐ Snow Removal

VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

VIII. PETS

☐ **NO PETS:** No pets are allowed on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s) on the Premises:

If pets are allowed, the Tenant shall pay a non-refundable pet fee of \$

_____ and/or an additional pet deposit of \$

_____ .

IX. USE OF PREMISES

The Tenant shall use the Premises for residential purposes only. The Tenant shall not use the Premises for any illegal or unlawful purpose. The Tenant shall comply with all laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises.

X. CONDITION OF PREMISES

The Tenant stipulates, represents, and warrants that the Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition.

XI. MAINTENANCE AND REPAIRS

Landlord's Obligations: Pursuant to SDCL § 43-32-8, the Landlord shall put the Premises into a condition fit for human occupation and repair all subsequent dilapidations thereof, except that the Tenant must repair all deteriorations or injuries thereto occasioned by the Tenant's ordinary negligence.

Tenant's Obligations: Pursuant to SDCL § 43-32-10, the Tenant must preserve the Premises and appliances in good condition and repair all deteriorations or injuries caused by the Tenant's negligence or lack of ordinary care.

XII. RIGHT OF ENTRY

In accordance with SDCL § 43-32-32, the Landlord may enter the Premises at reasonable times for the purpose of inspection, making necessary or agreed repairs, decorations, alterations, or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in cases of emergency or abandonment, the Landlord shall give the Tenant at least twenty-four (24) hours' notice prior to entry.

XIII. METHAMPHETAMINE DISCLOSURE

REQUIRED BY SDCL § 43-32-30: The Landlord is required to disclose any knowledge of the prior manufacturing of methamphetamines on the Premises.

The Landlord discloses the following (check one):

- ☐ To the best of the Landlord's knowledge, the Premises have NOT been used for the manufacturing of methamphetamines.
- ☐ The Landlord has knowledge that the Premises HAVE been used for the manufacturing of methamphetamines. (If checked, Landlord must provide documentation that the Premises have been remediated in accordance with state standards).

XIV. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

- ☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure and EPA Pamphlet)
- ☐ After 1978

XV. DEFAULT AND TERMINATION

If the Tenant fails to pay rent when due, the Landlord may provide a Notice to Quit requiring the Tenant to vacate the Premises within three (3) days, pursuant to SDCL § 21-16-2.

If the Tenant breaches any other provision of this Agreement, the Landlord may terminate this Agreement by providing written notice specifying the breach and requiring the Tenant to remedy the breach or vacate the Premises.

XVI. ABANDONMENT

If the Tenant vacates or surrenders the Premises and leaves personal property, the Landlord may dispose of the property in accordance with SDCL § 43-32-25 and § 43-32-26.

1. **Property valued under \$500:** If the property has a total reasonable value of less than five hundred dollars (\$500.00), the property is deemed abandoned after ten (10) days and the Landlord may dispose of it.
2. **Property valued over \$500:** If the property is valued at five hundred dollars (\$500.00) or more, the Landlord must store the property and place a lien on it for storage and handling charges.

XVII. GOVERNING LAW

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

XVIII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

XX. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions apply to this Agreement:

XXI. SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of South Dakota

County of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ (Landlord) and

_____ (Tenant), known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they

executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Title of Officer: Notary Public

My Commission Expires: _____ day of _____, 20____

(Seal)