

South Dakota Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within 21 days after the tenancy ends and the Landlord receives the Tenant's mailing address or delivery instructions, the Landlord returns the deposit or gives a written statement of the specific reason for any withholding for unpaid rent and damage beyond ordinary wear, and on the Tenant's request gives an itemized accounting within 45 days after the tenancy ends. The deposit may not exceed one month's rent, unless the parties agree to a larger deposit because special conditions pose a danger to the upkeep of the Premises.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord gives reasonable notice before entering, and written notice 24 hours ahead stating the dates, a window during regular business hours and the reason is presumed reasonable, enters only at reasonable times, and needs no notice in an emergency or when notice is impracticable.

9. Ending the lease and default

The Tenant ends a month-to-month tenancy with at least one month's written notice. The Landlord ends it with at least 15 days' written notice, or two months' notice when the Tenant or an immediate family member living in the Premises is on active military service. If rent is unpaid or a term is broken, the Landlord gives the written notice South Dakota law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ Any known prior manufacturing of methamphetamine in the Premises (S.D. Codified Laws 43-32-30)

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name