

SOUTH DAKOTA MONTH-TO-MONTH LEASE AGREEMENT

Must be Terminated in Accordance with § 43-32-13

This Lease Agreement ("Lease") is entered by and between _____ ("Landlord") and _____ ("Tenant") on _____ (Date). Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the premises located at _____ in the City of _____, State of South Dakota, (the "Premises") to Tenant.

LEASE TERM: The Lease will start on _____ and will continue as a month-to-month tenancy. In accordance with § 43-32-13 to terminate tenancy the Landlord or Tenant must give the other party a written thirty (30) days' notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least fifteen (15) days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month's full rent. If the Tenant does not provide the Landlord with a written thirty (30) days' notice, they shall forfeit their full deposit amount.

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of _____ dollars (\$_____) each month in advance on the 1st day of each month at _____ or at any other address designated by Landlord. If the Lease Term does not start on the 1st day of the month or end on the last day of a month, the first and last month's rent will be prorated accordingly.

LATE CHARGES: Rent is due on the 1st of each month. If any or all of the rent is not received by the ____ of the month, \$____ per day will be charged as late fees until full rental payment is received. If rent is not received by the ____ of the month, Tenant will be considered in breach of the Lease Agreement and eviction proceedings will be initiated.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$____ for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$_____ as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

According to § 43-32-6.1 the Landlord may only charge the Tenant a maximum of one (1) month's rent unless the Tenant poses an extra danger to the property.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute ordinance or law to the contrary, Tenant shall have ____ days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option: a) cure such default and the cost of such action may be added to Tenant's financial obligations under this Lease; or b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is ground for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the Premises and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to the Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

OCCUPANTS: Tenant agrees that no more than ____ persons may reside on the Premises without prior written consent of the Landlord.

CONDITION OF PREMISES: Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

ASSIGNMENT AND SUBLEASE: Tenant ☐ shall ☐ shall not assign or sublease any interest in this Lease. All sublease arrangement must be made with prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES AND SERVICES: Charge for ☐ electricity, ☐ telephone service, ☐ cable television, ☐ heat, ☐ hot water, ☐ water, ☐ garbage pick-up, ☐ snow-removal and ☐ lawn maintenance are services/utilities provided to the apartment are included as a part of this Lease and shall be borne by the Landlord in addition to the following:

PETS: Tenant shall not keep any pets on the Premises without the prior written consent of the Landlord. If Landlord grants permission to Tenant to keep pets, an additional security deposit of \$_____ will be required by the Landlord to keep in trust for potential damage to the Premises caused by Tenant's pets.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvement or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

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

RIGHT OF INSPECTION: Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

HOLDOVER: In the event Tenant remains in possession the Premises for any period after the expiration of the Lease Term ("Holdover Period") a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of the same in this agreement unless otherwise agreed by the Parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days notice by either Party or on longer notice if required by law.

ABANDONMENT: If Tenant abandons the Premises of any personal property during the term of this Lease, Landlord may at is option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease.

Abandonment is defined as absence of the Tenants from the Premises for at least _____ consecutive days without notice to Landlord. If Tenant abandons the Premises while the rent is outstanding for more than _____ days and there is not reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease Agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenant will be away from the Premises for more than 7 consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonable necessary to maintain the property and inspect for damages and needed repairs.

SECURITY: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant on the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

SEVERABILITY: If any part of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

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

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of South Dakota.

ENTIRE AGREEMENT: This Lease 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 Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address

for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either Party to enforce any provisions of the Lease shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Landlord's act or negligence.

LEGAL FEES: In the event that the Tenant violates the terms of the Lease or defaults in the performance of any covenants in the Lease and the Landlord engages an attorney or institutes a legal action, counterclaim, or summary proceeding against Tenants based upon such violation or default, Tenants shall be liable to Landlord for the costs and expenses incurred in enforcing this Lease, including reasonable attorney fees and costs. In the event the Tenants bring any action against the Landlord pursuant to this Lease and the Landlord prevails, Tenant shall be liable to Landlord for costs and expenses of defending such action, including reasonable attorney fees and costs.

DISPLAY OF SIGNS: Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last ____ days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of the Landlord.

NOISE: Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons. No lounging or visiting will be allowed in the common areas. Furniture delivery and removal will take place between ____ a.m. and ____ p.m.

PARKING: Tenant is ☐ granted ☐ not granted permission to use parking space(s) that may be found at _____ for the purpose of parking ____ motor vehicle(s) during the term of this Lease. Landlord is not responsible for, nor does it assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents.

BALCONIES: Tenant ☐ shall ☐ shall not use balcony for the purpose of storage, drying clothes, cleaning rugs or grilling.

BICYCLES: All bicycles owned by the Tenant shall be stored only in the areas designated by the Landlord and not in any other parts of the building including the hallways, entrances and lobbies.

LOCKING OF ENTRANCE DOORS: Landlord reserves the right to close and keep locked all entrance doors of the building during such hours as the Landlord deems

advisable for the safety and protection of the building and its occupants. Tenant shall not prop open any entrance doors.

DWELLING: Tenant is only entitled to occupy the dwelling listed above. This Lease does not entitle the Tenant to use of any area outside of the dwelling including, but not limited to, the attic, basement or the garage without written permission from the Landlord. Tenant is not to paint any part of the apartment without prior written permission from the Landlord.

WATER LEAKS: Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets in the kitchen, bathroom-sink, bathtub or any other faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately. If Tenant does not notify Landlord of any water leaks and it is determined that the water bill is in excess because of this leak, Tenant will be responsible financially for paying the difference in the water bill.

METHAMPHETINES. (§ 43-32-30) If the Landlord is aware that the residential premises was used for the manufacturing of Methamphetamines, or simply known as a "Meth-lab", then the Tenant must be informed.

ADDITIONAL TERMS AND CONDITIONS:

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

LANDLORD

Signature

Name (print) _____

TENANT(S)

Signature

Name (print) _____

Signature

Name (print) _____