

AGREEMENT TO ACT AS RESIDENT MANAGER [SOUTH DAKOTA]

This Agreement entered into this ____ day of _____, _____ by and between [INSERT NAME OF LANDLORD], of [insert landlord's address] (the "Landlord"), and [INSERT NAME OF RESIDENT MANAGER], an individual residing at [insert manager's address], [name of city / town], in the State of South Dakota (the "Manager").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Landlord permitting the Manager to occupy the premises located at [insert unit number and street address of building] (the "Unit") on a rent-free basis, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Agreement to Manage.** Manager hereby agrees to manage the building located at [street address of building], [city], South Dakota (the "Building") pursuant to the terms and conditions hereinafter set out.
2. **Fee for Services.** In addition to the Landlord providing the Unit to the Manager rent-free, the Landlord shall pay to the Manager a fee of \$[monthly fee] per month in return for the Manager's services hereunder.
3. **Utilities.** The Landlord shall pay for the provision of electricity, water and gas to the Unit. The Manager shall pay for telephone, cable and any other utility services.
4. **Duties and Responsibilities of Manager.** The Manager shall carry out the following duties and responsibilities:
 - (a) *Rent collection.* The Manager will collect the rent due from each of the tenants in the Building on the first day of each and every month, and will issue receipts for the same. The Manager will deposit all rents collected to the Landlord's bank account [bank account number] no later than the end of the first business day following such collection. On or before the 3rd day of the month, the Manager will provide the Landlord with a written report of rents collected and make note of those tenants who have not paid their rent when due. The Manager will make daily attempts to collect outstanding rent payments, and will provide the Landlord with a report on collection attempts, including the name of the tenant, the unit number and on what date the Manager was able to collect the rent for the said unit.
 - (b) *Eviction notices.* The Manager will issue a notice in accordance with the laws of South Dakota to any tenant who has not paid the rent for their unit, late charges and any other outstanding amounts by [time] p.m. on the ____ day of the month.