

RESIDENTIAL RENTAL AGREEMENT (SOUTH DAKOTA)

THIS AGREEMENT made effective as of the ____ day of _____, _____ by and between:

[NAME OF LANDLORD or LANDLORD'S AGENT] (the "Landlord" [or if agent, the "Agent"]
[address of Landlord or Agent]

- and -

[NAME(S) OF TENANT(S) - all adult tenants should be named] (the "Tenant")

The Landlord does hereby lease to the Tenant the Premises located at _____ [insert street address of the Premises], in the City of _____, State of South Dakota (the "Premises"). The Tenant shall not use or permit the use of the Premises for any purpose other than as a residential dwelling solely for the Tenant and the Tenant's family and/or dependents. This provision does not include reasonable accommodation of the Tenant's guests or visitors.

1. Tenancy

The tenancy created by this Agreement shall be a [week-to-week / month-to-month] tenancy which will commence on the first (1st) day of _____, _____, and will terminate as hereinafter provided.

2. Rent

[if tenancy is week-to-week: The rent due hereunder is the sum of _____ DOLLARS (\$_____) per week, to be paid by 12:00 noon on Monday of each week.

[if tenancy is month-to-month: The rent due hereunder is the sum of _____ DOLLARS (\$_____) per month, to be paid on the first day of each month.

The first payment shall be made on the ____ day of _____, _____. All payments to be made hereunder shall be made to the Landlord at the address set out in this Agreement, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rental payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the date on which the rent is due.

3. Additional Occupants

The following person(s) will also occupy the Premises, but is/are not of legal age and shall have no liability or responsibility under this Agreement: _____ [list any minor children]

No rights under this Agreement shall be conferred to any person who has not executed this Agreement.

The Tenant shall notify the Landlord immediately in writing of any person(s) who are not named in this Agreement who have been or shall be residing in the Premises for a period in excess of _____ days. Such person(s) may remain in the Premises only upon written authorization of the Landlord.

4. Utilities and Appliances

The Landlord shall pay for the following utilities and services: [delete those that are not included]

- (i) water and sewer
- (ii) gas
- (iii) electricity
- (iv) trash removal
- (v) lawn care and snow removal
- (vi) other: _____

The Tenant agrees to pay for all utilities not provided for by the Landlord. The Landlord shall not be responsible for the failure of any utility service caused by conditions beyond the Landlord's control or damage to the Tenant's personal property as a result thereof. The Tenant shall ensure that no materials are placed in the trash receptacles that are radioactive, volatile, highly flammable, explosive, toxic or hazardous according to the standards set out by any agency of either state or federal government which promulgates regulations of such materials pursuant to applicable federal or state law. The Tenant indemnifies and holds the Landlord harmless for the disposal of any of the aforementioned materials in violation of this Agreement.

The following appliances and fixtures shall be provided by the Landlord:

- (a) [electric/gas] range
- (b) refrigerator
- (c) microwave
- (d) dishwasher
- (e) garbage disposal
- (f) carpet(s)
- (g) window coverings
- (h) other: _____

5. Security Deposit

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$_____) collected from Tenant shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Agreement by Tenant and shall be refunded to Tenant within thirty (30) days after the expiration of this Agreement, provided that: