

Lease Agreement

State of South Dakota

This Lease Agreement is entered into between _____ (Landlord) whose primary address is _____ and can be contacted via _____ and _____ (Tenant) whose primary address is _____ and can be contacted via _____. This Lease Agreement is to be effective as of ____ day, _____ month, _____ year.

The Tenant agrees to lease the property from the Landlord with consideration of the covenants and obligations contained herein. The parties agree to lease the Property under the following terms and conditions:

1. The Property

The Tenant is hereby granted a lease from the Landlord of the real property ("Property") located at _____.

Please tick the applicable one.

The property is a () House () Condo () Apartment () other _____ and contains _____ Bedroom(s), _____ Bathroom(s).

The Property is to be () Furnished, () Part Furnished or () Unfurnished.

The Property includes a () Garden and () _____ Parking Space(s)

2. Use of the Property

The Property shall be used and occupied for residential purposes only and the Tenant will not take part in any behaviour resulting in the Property becoming unfit to live in and interfering with the rights of others to enjoy their Property. The Tenant will not use the Property for any illegal purpose or acts. The Tenant will be responsible for any illegal acts being carried out on the Property, whether knowledge was obtained or not.

3. Lease Type

Please tick the applicable one.

() Fixed Lease. The Tenant will occupy the Property starting from ____ day, _____ month, _____ year and ending on ____ day, _____ month, _____ year at 11:59pm ("Lease Term"). At the end of the Lease Term if no renewal is granted, the Tenant shall:

() Continue to lease the Property on a month-to-month basis.

() Vacate the property

() Month-to-Month Lease. The Tenant will occupy the Property on a month-to-month basis starting from ____ day, _____ month, _____ year and ending on ____ days of written notice from either Party to the other Party ("Lease Term").

4. Security Deposit

Upon entering this Lease Agreement, the Tenant will pay a security deposit of _____ Dollars (\$_____) to the Landlord. The security deposit will be kept safely by the Landlord as security

for the Tenant's performance of the obligations under this Lease Agreement including any damages to the Property by the Tenant during the Lease Term. Upon failure to carry out the obligations under this Lease Agreement the Landlord may recover any amount required to remedy the breach at a maximum one (1) months' Rent. The Landlord will, however, provide the Tenant with a written notice of the required use of the security deposit. The Landlord will pay to the Tenant any interest (less any service fee charge) acquired on the security deposit during the holding period. The Landlord promises to return the security deposit back to the Tenant upon returning possession of the Property to the Landlord in the same condition as originally acquired, with the exception of normal wear and tear. The Landlord will return the security deposit minus any payment required for remedy of a breach (to be notified via written notification of the reasons why to the Tenant), within 14 days from the termination date if there are no deductions to be made and 45 days if there are deductions to be made.

5. Rent

The Tenant shall pay the Landlord the monthly rent of _____ Dollars (\$_____) during said term, equating to _____ Dollars (\$_____) annually. The rent will be payable on the _____ of each calendar month in advance. Rent will be paid by the Tenant to the Landlord by mail or in person by check, money order, cash, PayPal or other, and will be payable in U.S. Dollars. The Tenant shall pay to the Landlord the amount of _____ Dollars (\$_____) in the event that any payment is returned to the Tenant by the bank unpaid due to insufficient funds or any other reason.

6. Late Fee

In the event that the Tenant is late with any payment required to be paid then the Landlord shall be entitled to such payment or other charges due hereunder, a late charge of _____% of the balance due for each day that the payment is late.

7. Possession of the Property

The Tenant will be permitted to take possession of the Property upon the starting date of the Lease Term if both the security deposit and first month's rent payment has been paid. If the Landlord is unable to deliver possession to the Tenant at no fault of their own, the Landlord will not be liable for any damages and the Tenant will not be required to pay any Rent until possession occurs. If possession is not granted within 30 days from the starting date of the Lease Term, the Tenant has the right to terminate this Lease Agreement.

8. Access

Please tick the applicable one.

The Landlord is to provide the Tenant with access to the Property via (☐) Keys, (☐) Fob, (☐) Access card or (☐) other: _____. Any duplicate copies of the access is to be authorised via written consent to the Tenant from the Landlord. If the Tenant requires a replacement, the Tenant is to pay the Landlord the reasonable required fee. Upon the end of the Lease Term all access is to be returned to the Landlord or the Tenant faces a penalty of _____ Dollars (\$_____). The Tenant will not alter or replace any form of access to the Property without prior written consent from the Landlord.

9. Early Termination

The Tenant shall have the right to terminate this Lease Agreement early provided written notice giving at least _____ days' notice is given to the Landlord along with an early termination fee of _____ Dollars (\$_____). The Landlord may terminate this Lease Agreement early by providing written notice giving at least _____ days' notice to the Tenant, the Tenant will then not be responsible for any remaining Rent payments after the notice period.

10. Abandonment

If the Tenant vacates the Property for seven days or that of the minimum days set by the State law, whichever is less, the Landlord shall terminate this Lease Agreement and remove all personal property off the Property. If the Tenant plans to leave the Property for seven or more consecutive days, the Tenant must notify the Landlord in writing.

11. Right to Mortgage

The Tenant agrees to accept the Property subject to any such mortgage held by the Landlord over the Property. The Tenant hereby grants power of attorney to the Landlord for the sole and limited purpose of executing and delivering any document required in the name of the Tenant for any such mortgage.

12. Sale of the Property

Upon sale of the Property by the Landlord to a new owner, the Landlord shall provide the Tenant with notification and their contact details within ____ days of the sale.

13. Utility and Services

The Tenant shall at their own expense pay promptly for all charges for furnishing to the Property (water, electricity, garbage services, and other public utilities). The Landlord shall at their expense provide the following utilities or services _____.

14. Smoking

Smoking of any kind is prohibited on any part of the Property.

15. Pets

The Tenant will not have or keep any pets on any part of the Property. If the Tenant does have or keep any pets on the Property, the Landlord is entitled to a pet deposit of _____ Dollars (\$_____). Properly trained pets that provide assistance to those with disabilities may be permitted upon acquiring the Landlord's prior consent, which shall not be unreasonably withheld.

16. Alterations

The Tenant shall not conduct any alterations, improvement or additions to the Property without obtaining prior written consent from the Landlord. Upon the Landlord's approval, the Landlord must first approve the contractors carrying out the alterations, improvement or additions to the Property.

17. Assignment and Subletting

The Tenant shall under no circumstances assign this Lease Agreement, or sublease or grant any license to use the Property or any part thereof without the Landlord's prior written consent. Any assignment, sub-let or license without the Landlord's consent shall be deemed null and void and the Landlord shall have the right to terminate the Lease should (s)he wish to do so.

18. Right of Entry

The Landlord may with at least 24-hour prior notice and consent from the Tenant enter the Property to make alterations, improvements, repairs or inspect the Property. The Tenant is not to unreasonably withheld the consent required. If an emergency occurs the Landlord has the right to enter the Property immediately without consent, this is not to be used to harass or abuse the Tenant. If the Tenant commits a breach of this Lease Agreement, the Landlord has full rights to terminate this Agreement in accordance with State law and re-enter and re-claim the possession of the Property, in addition to such other remedies available to the Landlord.

19. Maintenance and Repair of the Property

The Tenant promises to keep the Property in good condition and repair during the Lease Term at their expense with consideration of normal wear and tear. The Tenant will not remove any fixtures or appliances from the Property for any reason. The Tenant promises to inform the Landlord if any repairs to the Property are required.

20. Tenant's Conduct

The Tenant shall not conduct or hold on the Property any activity or item that is deemed dangerous, flammable or explosive which could result in the danger of fire on the Property. If an increase in the fire insurance premium occurs the Tenant is liable to pay the increase.

21. Guests

No other person except the Tenant or Occupant(s) is to reside at the Property for a period of more than 48 hours unless prior written consent from the Landlord is obtained.

22. Compliance

The Tenant promises to comply with all applicable laws, ordinances, requirements and regulations of any federal, State, county, municipal or other authority.

23. Default

Defaults of this Lease Agreement may include, but is not limited to:

- (a) the Tenant and/or Occupant(s) violate this Lease Agreement, fire safety, health, rules or criminal laws.
- (b) The Tenant does not pay rent or other amounts that are owed within a reasonable period.
- (c) The Tenant or any Occupant(s) is arrested, convicted or given deferred adjudication for a criminal offence.
- (d) The Tenant abandons the Property.
- (e) The Tenant gives incorrect information in the rental application.
- (f) Any illegal drugs are found on the Property.

Upon default the Landlord is to provide the Tenant with written notice as setting out the non-compliance and indicating the Landlord's intention to terminate this Lease Agreement. If the Default is due to a failure to pay the Rent the Landlord may demand the entire annual balance of Rent to be payable immediately, if the balance is not paid within seven days the Landlord shall have the right to terminate this Lease Agreement. In addition to the termination of the Lease Agreement, the Landlord may exercise all rights to any remedies available to the Landlord at law or in equity.

24. Disputes

If a dispute arises during or after the Lease Term, both the Landlord and Tenant agree to attempt to settle the dispute between themselves in good faith before any litigation.

25. Surrender of Property

The Tenant will surrender the Property upon either the Lease Term end date or upon the Landlord gaining right to access the Property, whichever comes first. Upon surrender of the Property the Tenant promises to surrender the Property in the same good condition as it were upon commencement of the Lease Term, with the exception of reasonable wear and tear.

26. Amendments

This Agreement sets forth the entire Agreement and understanding between the party's relation to the subject matter herein. No modification of or amendment to the Lease Agreement, nor any waiver of any rights under this Lease Agreement, will be effective unless in writing and signed by both parties.

Any agreed amendment to this Lease Agreement will not deem the rest of this Lease Agreement null or void.

27. Equal Housing

Upon the Tenant being subject to any mental or physical impairment, the Landlord shall provide reasonable adjustments to the Property unless the reasonable adjustments were to be too expensive and too difficult to carry out. The Tenant's impairment is to be expressed to the Landlord in writing.

28. Indemnity

The Landlord shall not be liable for any damage to any person, or any property occurring on the Property. The Tenant agrees to not pursue any claims or damages against the Landlord unless the damage is caused solely through the Landlord's negligence. It is recommended to the Tenant that renter's insurance is to be purchase upon commencement of this Lease Term.

29. Property Becomes Unhabitable

Upon the Property being deemed unhabitable due to damage beyond repair, the Tenant has the right to terminate this Lease Agreement by written notice to the Landlord. The Tenant will only be liable to pay the costs for all repairs and loss of income due to restoring the Property back to a liveable condition if the damage was caused by the Tenant's negligence.

30. Lead Based Paint

Houses built before 1978 may contain Lead-based paint. This can pose health hazards if not managed properly. Should this Property be built before 1978 the Tenant should receive a disclosure of presence of Lead-based paint and a pamphlet on lead poisoning prevention.

31. Multiple Tenant's or Occupant(s)

Any considered Tenant or Occupant(s) of this Property is deemed jointly and individually liable for all Agreement's under this Lease Agreement.

32. Recording of Lease

The Tenant shall not record this Lease on the Public Records of any public office. If this Lease is recorded the Landlord has the right to terminate this Lease Agreement immediately alongside pursuing any rights and remedies in law or in equity.

33. Governing Law and Venue

This Lease Agreement will be governed, construed and interpreted by, through and under the Laws of the State of _____. The Parties further agree that the venue for all disputes related to this Lease Agreement shall be at _____ County, _____ State.

34. Notices

Any notice required under this Agreement must be in writing. The notice is to be effective upon receipt and shall be delivered in person, sent by:

- (a) certified mail, postage prepaid, return receipt requested
 - (b) by facsimile or email
 - (c) in person
 - (d) by a commercial overnight courier that can guarantee next day delivery and provide a receipt.
- to the address stated above or any other address as is given with reasonable notice to the other party.

35. Acknowledgements

The Parties are executing this Lease Agreement voluntarily and without any duress or undue influence. The parties fully understand the effect of the Lease Agreement and the binding effect it shall have.

36. Severability

If any part of this Lease Agreement is deemed invalid by court order, judgement or other operation of law, the remaining parts of this Lease Agreement shall remain fully valid and enforceable.

37. Attorney's Fees

Should it be necessary for the Landlord/ Seller to employ an attorney to enforce any of the conditions and covenants set hereof, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

38. No waiver

If the Landlord fails to enforce performance of this Lease Agreement, this shall not be construed to waive the Landlord's rights later in time.

Signature

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

LANDLORD'S PRINTED NAME

TENANT'S PRINTED NAME