

# SOUTH DAKOTA RESIDENTIAL LEASE AGREEMENT

## 1. Parties

This lease agreement (hereinafter referred to as the “Agreement”) is made this \_\_\_\_\_ [Date] between \_\_\_\_\_ [Landlord Name] (hereinafter referred to as “the Landlord”) and \_\_\_\_\_ [Tenant Name] (hereinafter referred to as “the Tenant(s)”).

The Tenant hereby agrees to lease the Premises from the Landlord under the terms stated in the following provisions:

## 2. Property

The Landlord hereby leases to the Tenant(s) the Property located at the following address:

[Property Address]

## 3. Use of Property

This Agreement authorizes the Tenant(s) to use the Premises only for residential purposes. The Tenant(s) hereby acknowledges that any other use of the premises will not be permitted without authorization from the owner or the Landlord.

## 4. Lease Term

The Tenant(s) shall be allowed to occupy the Premises from \_\_\_\_\_ [Start Date] to \_\_\_\_\_ [End Date].

At the end of the lease term, the Tenant(s) shall do any of the following: (Please check one)

- The Tenant(s) can continue to lease the Premises under the same terms and conditions.
- The Tenant(s) can continue to lease the Premises under the following conditions:

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- The Tenant(s) shall vacate the Premises.

## 5. Rent and Payment

The Tenant(s) agrees to pay the Landlord a monthly rent of \$ \_\_\_\_\_ [Rent Amount]. Rent payments may be made through the following payment methods:

- Cash
- Money Order
- Personal Check
- Certified Check
- Wire Transfer

## 6. Late Fees

If the Tenant(s) fails to pay the rent in full by \_\_\_\_\_ [Date] of every month, the Tenant(s) will be charged a fee of \$ \_\_\_\_\_ [Fee Amount].

## 7. Security Deposit

The Tenant(s) shall pay the Landlord the sum of \$ \_\_\_\_\_ [Deposit Amount] as Security Deposit for any damages caused to the Premises during the duration of the present Agreement. The Security Deposit is required from the Tenant(s) upon the execution of this Agreement.

The Landlord shall refund the Tenant(s) the entirety of the Security Deposit within \_\_\_\_\_ [Amount of Days] days after the termination of this Agreement, less any funds retained by the Landlord for any damages caused by the Tenant(s) to the Premises.

## 8. Occupants

The Tenant(s) shall be responsible for the occupancy of the leased Premises by the persons named below:

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[List the name of the Occupants]

## 9. Additional Provisions

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**10. Utilities**

The Landlord and the Tenant(s) agree that the utilities will be paid in the manner that follows below:

- The Tenant(s) agrees to pay for all utilities and other services required to use the property during the continuance of this Agreement.
  
- The Tenant(s) agrees to pay for all utilities and other services required to use the property during the continuance of this Agreement, except for the following utilities which shall be paid by the Landlord:

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[Insert Utilities Paid by the Landlord].

**11. Furnishings**

The Leased Premises contains the following property furnishings:

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[List all of the property furnishings]

**12. Governing Law**

This Agreement shall be governed, construed, and interpreted under the laws of the State of \_\_\_\_\_ [Name of State].

### 13. Signatures

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Landlord's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Tenant's #1 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Tenant's #2 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_