

RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This State Residential Lease Agreement (the "Agreement") is executed on [MM/DD/YYYY] by and between:

(a) **Landlord Name:** [LANDLORD NAME] (hereinafter referred to as the "Landlord")
Landlord Address: [LANDLORD ADDRESS], AND

(b) **Tenant Name(s):** [TENANT NAME(S)] (hereinafter referred to as the "Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties." The Parties agree to abide by the terms and conditions set forth in this Agreement, understanding their legal responsibilities and obligations.

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** The Landlord hereby leases to the Tenant the residential property located at [PROPERTY ADDRESS] (hereinafter referred to as the "Premises"). The Premises shall be utilized solely for residential purposes, and the Tenant agrees not to use the Premises for any other purpose without the prior written consent of the Landlord.

3. **LEASE TYPE.** This lease shall be designated as: (check one)

- **Fixed-Term Lease.** The Tenant is authorized to occupy the Premises commencing on [MM/DD/YYYY] and terminating on [MM/DD/YYYY] (the "Lease Term"). Upon conclusion of the Lease Term, the Tenant shall: (check one)

- Can continue leasing the Premises on a month-to-month basis under identical terms and conditions of this Agreement.

- Must vacate (leave) the Premises.

- **Month-to-Month Lease.** The Tenant is permitted to occupy the Premises on a month-to-month basis starting on [MM/DD/YYYY] continuing until terminated by either party with a notice period of [#] days, as stipulated by State law (the "Lease Term").

4. **RENT.** The Tenant shall pay to the Landlord a monthly rent amounting to [\$[AMOUNT]] (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the [#] day of each calendar month (hereinafter referred to as the "Due Date"). Payment of Rent shall be executed in accordance with the following instructions: [RENT PAYMENT INSTRUCTIONS]. Non-compliance with the payment instructions or failure to remit the Rent by the Due Date constitutes a material breach of this Agreement, which shall incur late fees

as detailed in Section 5 and may result in termination of the lease and potential eviction of the Tenant.

5. LATE FEE. If the Rent is not paid by the Due Date: (check one)

- The Tenant shall incur a Late Fee of [\$[AMOUNT]]. Rent is deemed late if it remains unpaid [#] day(s) following the Due Date. The Late Fee shall be treated as additional Rent and is payable immediately upon the late payment. Non-payment of the Late Fee shall be regarded as non-payment of Rent and may lead to eviction.

- No Late Fee shall be imposed if the Rent is late.

6. PRORATION PERIOD. The Tenant: (check one)

- Shall take possession of the Premises prior to the commencement of the Lease Term on [MM/DD/YYYY] and agrees to pay a total of [\$[AMOUNT]] for the proration period (hereinafter referred to as the "Proration Rent"). The Proration Rent shall be payable upon the execution of this Agreement. Proration Rent must be calculated on a daily basis and shall encompass all Rent obligations as if the Tenant were in possession for the entirety of the proration period.

- Shall NOT take possession of the Premises before the commencement of the Lease Term.

7. SECURITY DEPOSIT. As part of this Agreement: (check one)

- The Landlord requires a payment of [\$[AMOUNT]] (hereinafter referred to as the "Security Deposit") to ensure the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit shall be paid by the Tenant upon the execution of this Agreement. The Security Deposit shall be refunded to the Tenant within [#] days after the expiration of the Lease Term, less any itemized deductions. This Security Deposit shall not be applied towards any Rent unless the Landlord provides written consent.

- The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

8. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant submits a Rent payment that is returned due to non-sufficient funds: (check one)

- The Tenant shall incur a fee of [\$[AMOUNT]] per incident. Additionally, the Landlord reserves the right to mandate future payments to be made by certified funds or money order.

- The Tenant will NOT be required to pay a fee.

9. OCCUPANTS. The Premises shall be occupied solely as a residential dwelling by the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT NAME(S)] (hereinafter referred to as the "Occupant(s)").

- There shall be NO Occupant(s) in addition to the Tenant. Any alterations to the list of authorized occupants must receive prior written approval from the Landlord. Unauthorized occupancy shall be considered a material breach of this Agreement and may result in eviction.

10. MOVE-IN INSPECTION. Prior to, at the time of, or shortly after move-in, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and document any existing damages or required repairs on a move-in checklist. This checklist shall be signed by both Parties and shall serve as a reference at the conclusion of the Lease Term to assess any damage attributable to the Tenant.

- Shall NOT inspect the Premises or complete a move-in checklist.

11. FURNISHINGS. The Premises is: (check one)

- Furnished (or will be furnished) with the following items:

[IF FURNISHED, LIST ALL ITEM(S) HERE].

The Tenant agrees to maintain these items in good condition and shall be held liable for any damages exceeding normal wear and tear.

- NOT furnished.

12. UTILITIES. The Landlord shall be responsible for paying the following utilities and services for the Tenant:

[LIST ALL LANDLORD-PAID UTILITIES].

Any utilities not listed above shall be the responsibility of the Tenant. The Tenant agrees to maintain the utility services throughout the Lease Term and promptly address any utility issues that may arise.

13. PARKING. The Tenant (check one):

- Is allotted [#] parking space(s):

- Free of charge (included in the Rent).

- At a cost of [\$FEE] to be paid upon execution of this Agreement | monthly.

The Tenant agrees to comply with all parking regulations and acknowledges that the Landlord shall not be liable for any damage or theft of the vehicle. Unauthorized vehicles may be towed at the Tenant's expense.

- Is NOT provided parking.

14. PETS. The Tenant is: (check one)

- Permitted to have [#] on the Premises, consisting ONLY of the following type(s):

[LIST ALL PERMITTED PET TYPE(S)].

The Tenant agrees to comply with all local pet ordinances and to promptly clean up after their pet(s). Any damage caused by the pet(s) shall be repaired at the Tenant's expense.

If permitted, the Landlord shall require a refundable pet deposit of [\$AMOUNT] to cover potential damage to the Premises caused by the Tenant's pet(s).

- NOT permitted to have pets of any nature on the Premises.

15. SMOKING POLICY. Smoking on the Premises is: (check one)

- Permitted ONLY in the following designated area(s): [PERMITTED AREA(S)]. The Tenant agrees to use the designated smoking areas exclusively and to ensure that smoking does not cause damage to the Premises or disturb other residents.

- Prohibited on the Premises and all Common Areas. The Tenant agrees to refrain from smoking and acknowledges that any violation may result in penalties or eviction.

16. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant shall be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall also be provided to the Tenant. If the Premises is conveyed to another party, the new owner: (check one)

- Shall have the right to terminate this Agreement by providing [#] days' notice to the Tenant.

- Shall NOT have the right to terminate this Agreement.

17. NOTICES. Any notice required or permitted to be given under this Agreement by either Party shall be in writing and shall be deemed properly given if delivered personally or sent by certified mail, return receipt requested, to the following addresses:

Landlord Mailing Address: [LANDLORD NOTICE MAILING ADDRESS]

Tenant Mailing Address: [TENANT NOTICE MAILING ADDRESS]

Any change of address must be communicated in writing within [#] days of such change. Notices may also be sent via email to [LANDLORD EMAIL] and [TENANT EMAIL] for convenience; however, official communications must be sent by certified mail to ensure receipt and documentation.

18. ACCESS. At the commencement of the proration period or the Lease Term, whichever occurs first, the Landlord agrees to provide the Tenant with access to the Premises and common areas in the form of keys, fobs, cards, or keyless security entry devices. The Tenant is responsible for safeguarding all access tools and must report any loss or theft immediately. Duplicate copies of access tools shall only be authorized with the Landlord's written consent. If replacements are necessary, the Landlord may provide them for a fee. Upon termination of this Agreement, all access tools must be returned to the Landlord. Failure to return such items may result in a fee, which may be deducted from the Security Deposit.

19. RIGHT OF ENTRY. The Landlord reserves the right to enter the Premises during normal business hours by providing at least twenty-four (24) hours' written notice to inspect, make necessary repairs, alterations, or improvements, or for any other reasonable purpose. In the event of an emergency, the Landlord may enter the Premises without prior notice. The Landlord may also exhibit the Premises to prospective purchasers, mortgagees, or lessees with reasonable notice to the Tenant.

20. ATTORNEYS' FEES. In the event that the Landlord finds it necessary to retain legal counsel to enforce any of the terms or conditions of this Agreement, including but not limited to the collection of Rent or regaining possession of the Premises, the Tenant agrees to reimburse the Landlord for all reasonable legal expenses incurred, including attorneys' fees.

21. NOISE. The Tenant agrees to refrain from causing or permitting any noise or activity on the Premises that may disturb the peace and quiet of other tenants or neighbors. Such noise or activity shall constitute a material breach of this Agreement.

22. GUESTS. No persons other than the Tenant and any authorized Occupant(s) shall reside on the Premises. Guests of the Tenant may stay on the Premises for periods not exceeding forty-eight (48) hours unless otherwise approved in writing by the Landlord. The Tenant shall be responsible for the conduct and actions of their guests and shall be held accountable for any violations of this Agreement resulting from their guests' actions.

23. EQUAL HOUSING. If the Tenant has any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises, unless such modifications would impose an undue hardship on the Landlord. The Tenant is encouraged to inform the Landlord of any impairments in writing to allow the Landlord sufficient time to arrange for the appropriate modifications. The Tenant agrees to cooperate with the Landlord in facilitating any necessary modifications and to provide any required documentation to support the request for reasonable accommodations.

24. WAIVER. No delay or failure by the Landlord to enforce any provision of this Agreement shall be construed as a waiver thereof, nor shall the acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the full amount owed. The Landlord's rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity.

25. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant shall, at their sole expense, maintain the Premises in a good, clean, and sanitary condition throughout the Lease Term and any renewal thereof. The Tenant shall be responsible for making all necessary repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged due to the Tenant's misuse, waste, neglect, or that of the Tenant's family, agents, or visitors. The Tenant agrees to promptly notify the Landlord of any conditions that may cause further damage to the Premises or pose a risk to health and safety. The Tenant agrees that no painting or alterations shall be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall immediately notify the Landlord of any damage, defect, or destruction of the Premises or in the event of the failure of any appliances or equipment. The Landlord will use reasonable efforts to repair or replace any such damaged or defective areas, appliances, or equipment.

26. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant may terminate this Agreement by providing written notice to the Landlord. If such damage resulted from the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repair costs and any loss of income incurred while restoring the Premises to a habitable condition, in addition to any other provable losses. In such instances, the Security Deposit shall be applied toward the cost of repairs, and any remaining balance shall be billed to the Tenant.

27. DEFAULT. If the Tenant fails to comply with any financial or material provisions of this Agreement, any present or future rules and regulations prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, and fails to rectify such non-compliance within the time period specified after written notice is delivered by the Landlord, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default persists for the time period specified in the written notice, the Landlord may exercise all rights and remedies available under the law and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or any fire, safety, health, and/or criminal laws, regardless of whether an arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant provides incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under State statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

Upon default, the Landlord may seek all remedies available under this Agreement, including eviction, and the Tenant shall be liable for any costs incurred by the Landlord, including reasonable attorneys' fees.

28. ABANDONMENT. Abandonment shall be deemed to have occurred if the Tenant is absent from the Premises without notifying the Landlord for the State-mandated minimum time period, or seven (7) days, whichever is shorter. In the event of Abandonment, the Landlord shall have the right to immediately terminate this Agreement and remove the Tenant's personal possessions.

29. POSSESSION. The Tenant acknowledges that they have inspected the condition of the Premises and, by taking possession, accepts the Premises in its current condition, except as otherwise stated herein. Should the Landlord fail to deliver possession of the Premises at the commencement of the Lease Term, this Agreement may be terminated at the option of the Tenant. In such an event, the Security Deposit (if any), along with any pre-paid rent and fees, including any application fee paid by the Tenant prior to the execution of this Agreement, shall be refunded to the Tenant. The Tenant agrees to promptly notify the Landlord of any issues regarding possession or the condition of the Premises upon move-in.

30. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Any unauthorized assignment or subletting shall constitute a material breach of this Agreement and may result in termination and eviction.

31. JOINT AND SEVERAL. If the Tenant consists of more than one individual, each person shall be jointly and severally liable under this Agreement. This means that each individual Tenant shall be fully responsible for all obligations under this Agreement, including the payment of Rent and any damages.

32. HAZARDOUS MATERIALS. The Tenant agrees not to possess any personal property that could be considered a fire hazard or that has flammable or explosive characteristics on the Premises. Prohibited items include, but are not limited to, gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related substances in the form of a liquid, solid, or gas, except for everyday cooking or necessary appliance use. The Tenant shall be liable for any damages or injuries resulting from the possession or use of such hazardous materials.

33. SEVERABILITY. If any provision of this Agreement, or the application thereof, is held to be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of such provision to other persons, entities, or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable.

34. RETALIATION. The Landlord is prohibited from engaging in any retaliatory acts against the Tenant, including but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failing to repair appliances or fixtures, or engaging in any other unjustified actions.

35. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in the common areas thereof, except where such damage or injury is caused solely by the Landlord's negligence. The Tenant agrees to indemnify and hold the Landlord harmless from any claims or damages arising from any cause other than the Landlord's negligence. The Tenant acknowledges that it is their responsibility to obtain renter's insurance to protect against potential losses.

36. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of [STATE NAME]. Any legal proceedings arising out of or related to this Agreement shall be brought exclusively in the appropriate court located in [COUNTY, STATE].

37. LEAD-BASED PAINT. The Premises (check one):

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" is attached to this Agreement and must be initialed and signed by the Parties.

- Was NOT built prior to 1978.

38. ADDITIONAL PROVISIONS. The Parties agree that any additional provisions added here shall not contradict or invalidate any of the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.

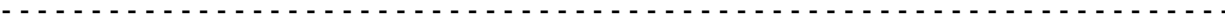
[TYPE ANY ADDITIONAL TERMS / CONDITIONS / PROVISIONS HERE (OPTIONAL)].

39. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties agree to be bound by the terms and conditions of this Agreement, acknowledge that they have read, understood, and accept the Agreement, and agree to adhere to its provisions until the end of the Lease Term.

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

Landlord's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [LANDLORD PRINTED NAME]



Tenant's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

Tenant's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

REQUIRED DISCLOSURES

1. **Lead-Based Paint Disclosure (PDF)** – For properties constructed before 1978, landlords must provide tenants with a Lead-Based Paint Disclosure form. This form must detail the presence and risks of lead-based paint, include the EPA pamphlet "Protect Your Family From Lead In Your Home," and be acknowledged by the tenant's signature.
2. **Methamphetamine Disclosure (PDF)** – Landlords must disclose any known history of methamphetamine production, storage, or use on the premises, including any cleanup efforts and compliance with state decontamination standards. This disclosure must be provided in writing and acknowledged by the tenant before signing the lease.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**LESSOR'S DISCLOSURE OF INFORMATION ON
THE PRODUCTION OF METHAMPHETAMINES**

Pursuant to South Dakota Codified Law 43-32-30, in any hiring of a residential premises, any lessor who has actual knowledge of the existence of any prior manufacturing of methamphetamines on the premises shall disclose that information to any lessee or any person who may become a lessee.

Lessor's Disclosure (initial)

_____ (a) Presence of existence of any prior manufacturing of methamphetamines (check one below):

Lessor has knowledge of the existence of any prior manufacturing of methamphetamines on the property (explain).

Lessor has no knowledge of existence of any prior manufacturing of methamphetamines on the property.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor Date

Lessee Date

Lessor Date

Lessee Date