

SOUTH DAKOTA
MONTH TO MONTH LEASE AGREEMENT

I. TERM – This legal document (“Hereinafter referred to as “Lease Agreement”)
represents a lease agreement to begin on _____ and to continue on a
Date

month to month basis. Landlord and Tenant may modify or terminate this Lease
Agreement at ANYTIME by giving _____ days’ written notice.
Number of Days

II. LANDLORD & TENANT – This Lease Agreement is between

Landlord

with mailing address of _____ City of _____
Street Address
_____ State of _____ Zip Code _____
City State Zip Code

(Hereinafter referred to as the “Premises”) to

Tenant

III. PREMISES – The Landlord agrees to lease the premises located at
_____ City of _____ State of _____
Street Address City
_____ Zip Code _____ (Hereinafter referred to as the “Premises”) to
State Zip Code

the Tenant only for the purposes of residential use. The Landlord agrees to include
furnishings and appliances as described:

Furnishings and Appliances

If there are any common areas for use but which are shared between other Tenants or the
Landlord, Tenant shall have the every right to use said areas. If there are any restrictions
on said common areas they are:

Restrictions

IV. USE

The Tenant shall obey, and require anyone else on the Premises to obey, all laws and
restrictions that apply to the Premises as well as any Federal or State Laws and act in a
manner that does not unreasonably disturb any neighbors or constitute a breach of peace.

Landlord will give Tenant notice of any restrictions that apply to the Premises.

A. Alterations - Tenant ____ may, or, ____ may not make alterations or improvements to the Premises with first obtaining permission from the Landlord in writing of exactly the improvement or alteration and how the improvement or alteration will be made.

B. Pets – Tenant ____ may, or, ____ may not be allowed to have pets on the Premises. If pets are not allowed on the premises, they are not to be allowed at anytime, except licensed animals needed by the blind, deaf, disabled or _____ under the conditions of _____
Other *Conditions*

The Premises are to be used only as a private residence for the Tenant(s) listed in Section II of this Agreement, and the following minor children:

List Minor Children

Occupancy by guests for more than ____ is prohibited without Landlord's written
of Days

consent and will be considered a breach of this Lease Agreement.

V. RENT

Tenant shall pay rent to Landlord payable to in the monthly installments of _____ Dollars (\$ _____)
Amount *\$*

payable in the name of _____
Payable to

Payments are due on the _____ of every month (Hereinafter referred to as the “Due
#

Date”) beginning _____ . All rent payments shall be
Date

sent to _____ City of _____ State of _____
Street Address *City*

_____ Zip Code _____ or if there is another way the Landlord would like to
State *Zip Code*

receive rental payments it shall be described as follows:

Other

(if applicable) Prorated first month's rent.

For the period from Tenant's move-in date _____, _____, through the end
Tenant's Move-in Date
of the month, Tenant will pay to Landlord the prorated monthly rent of
\$ _____.
Prorated Rent Amount

This amount will be paid on or before the date the Tenant moves in.

VI. DEPOSITS AND CHARGES - In addition to Rent described above, the Tenant shall pay the following to the items that apply:

A. Deposits (check all that apply)

- _____ - Security Deposit of \$ _____ . _____ paid upon signing the Lease
\$
- _____ - Last Month's Rent of \$ _____ . _____ paid upon signing the Lease
\$
- _____ - Rent in advance of \$ _____ . _____ paid upon signing the Lease
\$
- _____ - Pet Deposit of \$ _____ . _____ paid upon signing the Lease
\$
- _____ - Other _____
\$

If the Tenant has paid a deposit or an advancement of rent, the Landlord shall deposit the money in a separate interest bearing or non-interest bearing account for the benefit of the Tenant. Furthermore, within _____ days after Tenant has vacated the premises,
of days

returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

B. Late Charges - If Rent has not been paid in full to the Landlord by the Due Date as stated in **Section V** the Landlord has the right to either:

(choose one option)

Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then the Landlord may only enter with Tenant's consent or for the protection or preservation of the Premises.)

XI. PROHIBITED ACTS BY LANDLORD

A. - Landlord cannot cause, directly or indirectly, the termination or interruption of any utility service that serves the Tenant including but not limited to; refrigeration garbage collection, gas, oil, electricity, lighting (interior and exterior), or any other service.

B. - Landlord cannot prevent the Tenant from accessing the Premises by any and all means.

C. - Landlord cannot make any unnecessary repairs to remove; windows, doors, or any fixtures. Landlord cannot remove Tenant's personal property from the Premises unless Tenant has not paid rent; in that case the Landlord may remove Tenant's Personal Property and is not responsible for storage or disposition.

XII. DEFAULT

A. TENANT'S DEFAULT – Tenant shall be in default if the following occurs during the term of the Lease Agreement:

1. Tenant fails to pay rent when it is due and the default continues for 3 business days (business days are defined as Monday through Friday except federal holidays) after written notice of failure to pay rent or possession of the Premises.
2. If there is an intentional act that causes severe destruction, damage, or misuse of Property, then Landlord has the authority to evict the Tenant immediately for unreasonable disturbance.
3. If Tenant fails to perform any of the stated terms of the Lease Agreement and fails to comply after seven (7) days of receiving notice.

B. LANDLORD'S DEFAULT – If Landlord does not comply with Tenant's maintenance obligations within seven (7) days of written notice of Landlord's default of obligation to repair, fix, or maintain the Premises, the Lease Agreement may be altered;

C. WAIVER – If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any part of the Lease Agreement, or, Tenant accepts performance by Landlord knowing of Landlord default and pays rent, then the party accepting performance shall not have the right under this Lease Agreement to make a claim or terminate Lease Agreement. This does not limit the rights of any party to enforce later default.

1. Tenant will not be liable for rent if the Landlord's failure to comply makes the Premises uninhabitable.
2. If the Landlord's failure to comply makes the Premises habitable but not in the condition upon move-in, then the rent shall be adjusted to the market value of the Premises.

XIII. POSSESSION – If, after authorization of this Lease Agreement by both parties either:

- A. Tenant fails to take possession of the Premises; Tenant is still responsible for paying rent on the Due Date every month and to comply with the provisions of this Lease Agreement.
- B. Landlord fails to grant possession of the Premises in a good and habitable condition to Tenant; The Tenant has the right to terminate the Lease Agreement with written notice to Landlord.

XIV. NOTICES – All notices made by the Tenant to the Landlord, must be delivered to the following address below;

Street Address

Street Address #2

_____, _____

City *State*

Zip Code

XV. DISCLOSURES – Tenant agrees and acknowledges the disclosures attached to this agreement by filling in their initials below;

_____ - State of _____ required disclosures

State

_____ - Tenant Rules and Regulations

_____ - Tenant Checklist Upon Move-In

_____ - Other _____

Other

XVI. ADDITIONAL ADDENDUMS – If any Additional addendum(s) to this agreement, is described as:

Additional Addendums

XVII. DISCLAIMER – If one sentence, section, or portion of this Lease Agreement is deemed to be invalid, it does not affect the terms of the rest of this document.

XVIII. TENANCY – If for any reason the Tenant or Tenant’s guest(s) fail to comply with this Lease Agreement, or the Tenant misrepresented themselves in this Lease Agreement or on the Rental Application, the Tenant may be found in violation of this Lease Agreement and at the Landlord’s decision this document may become Void.

XIX. TIME - Is of the essence.

XX. ENTIRE LEASE AGREEMENT – This legal document is the agreement between Landlord and Tenant, any other promises or agreements must be attached hereto other

than the necessary rules and regulations as implied by law, have been agreed upon. Any future changes or modifications must be made in writing and signed by both parties.

XXI. AUTHORIZATION & WITNESS – IN WITNESS WHEREOF, Landlord and Tenant agree to the terms and have executed and dated this Lease Agreement below.

Landlord:

Tenant:

Landlord's Printed Name

Tenant's Printed Name

Landlord's Signature

Tenant's Signature

Date

Date

(if applicable)

Licensed Real Estate Agent/Broker/Salesperson

Printed Name

Signature

Date