

SOUTH DAKOTA

RESIDENTIAL SUBLEASE AGREEMENT

I. TERM – This legal document (“Hereinafter referred to as “Sub-Lease Agreement”) to begin on _____ and ending _____.
Date Date

II. SUBLESSOR, SUBLESSEE, AND LESSOR – This Sub-Lease Agreement is between _____ (Hereinafter referred to as the “Lessor”),
Print Name
_____ (Hereinafter referred to as the “Sublessor”),
Print Name
_____ (Hereinafter referred to as the “Sublessee”)
Print Name

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

the Sublessee only for the purposes of residential use. The Sublessor 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 Lessor, Sublessee shall have the every right to use said areas. If there are any restrictions on said common areas they are:

Restrictions

IV. PARENT AGREEMENT – Sublessor and Sublessee acknowledge that this agreement is contingent upon Sublessor’s lease agreement with Lessor (Hereinafter referred to as “Parent Agreement”) beginning _____ and

_____ and
Date Date
ending on _____ signed on _____.
Date Date

V. RENT

Sublessee shall pay rent to Lessor 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 _____.

Date

sent to _____ City of _____ State of

Street Address

City

_____ Zip Code _____ or if there is another way the Lessor 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 Sublessee’s move-in date _____, through the end

Sublessee’s Move-in Date

of the month, Sublessee will pay to Seblessor the prorated monthly rent of

\$ _____.

Prorated Rent Amount

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

VI. SUB-LEASE TERMS – Sublessee must comply with the terms and conditions of the Parent Agreement.

VII. DEPOSITS AND CHARGES - In addition to Rent described above, the Sublessee 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 Sublessee has paid a deposit or an advancement of rent, the Lessor or Sublessor shall deposit the money in a separate interest bearing or non-interest bearing account for the benefit of the Sublessee. Furthermore, within _____ days after Sublessee has vacated the premises, returned keys, and provided Lessor with a forwarding address, Lessor will give Sublessee an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Sublessor, along with a check for any deposit balance.

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

(choose one option)

_____ - Charge Sublessee fee of \$ _____, for every day after the Due Date.
\$

_____ - Charge Sublessee fee of _____% of the amount due, for every day after the Due
%

Date.

VIII. UTILITIES – Sublessee is responsible for the following utility charges:

_____ - Electricity

_____ - Water

_____ - Cable

_____ - Internet

_____ - Heat

_____ - Other _____

Other

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

_____ - State of _____ required disclosures

State

_____ - Sublessee Rules and Regulations

_____ - Sublessee Checklist Upon Move-In

_____ - Other _____

Other

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

Additional Addendums

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

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

XIII. TIME - Is of the essence.

XIV. LESSOR’S CONSENT – I, the Lessor, hereby consent to this Sublease Agreement and agree to promptly notify Sublessor within 3 business days in writing if Sublessee is in breach of this Sublease Agreement. Nothing herein shall constitute a release of Sublessor, who shall remain bound by the terms of the Parent Lease. Nothing herein shall constitute consent to any further Sublease or assignment of the Parent Lease or this Sublease.

In accordance with the law, prior to Lessor’s consent, Sublessor has informed Lessor of Sublessor’s intent to Sublease the Parent Lease by mailing a notice of such intent in the manner provided by law, accompanid by the following information.

_____ - The term of the Sublease

_____ - The name of Sublessee

_____ - The business and permanent address of Sublessee

_____ - Lessee’s reasons for Subleasing

_____ - Lessee’s address for the term of the Sublease

_____ - The written consent of any co-Lessee and Sublessee as being a true copy of the Sublease, to which a copy of the Parent Lease was attached.

_____ - The following additional information

Additional Information

XV. AUTHORIZATION & WITNESS – IN WITNESS WHEREOF, Sublessor and Sublessee agree to the terms and have executed and dated this Sublease Agreement below.

Sublessor:

Sublessee:

Sublessor's Printed Name

Sublessee's Printed Name

Sublessor's Signature

Sublessee's Signature

Date

Date

Lessor:

Lessor's Printed Name

Signature

Date