

SOUTH DAKOTA RESIDENTIAL LEASE AGREEMENT

1. 1. Parties

This Residential Lease Agreement (the "Agreement") is entered into on [AGREEMENT DATE] between [LANDLORD NAME], with a notice address at [LANDLORD ADDRESS] ("Landlord"), and [TENANT NAME] ("Tenant"). Landlord and Tenant are each referred to as a "Party" and together as the "Parties." Every adult who will occupy the property must sign this Agreement, and each signer is jointly and severally liable for all obligations under it. Notices are effective when delivered in person, sent by certified mail, or emailed to [LANDLORD EMAIL] or [TENANT EMAIL].

2. 2. Premises

Landlord leases to Tenant the residential property located at [PROPERTY ADDRESS], together with [PARKING SPACE / STORAGE UNIT / OTHER INCLUDED AREAS] (the "Premises"). The Premises are rented as [FURNISHED / UNFURNISHED / PARTIALLY FURNISHED] and include the appliances listed on the move-in checklist attached as Exhibit A. Tenant has inspected the Premises and accepts them in their present condition except for the items noted on that checklist. No more than [MAXIMUM OCCUPANTS] people may occupy the Premises without prior written consent from Landlord.

3. 3. Term

The initial term of this Agreement begins on [START DATE] and ends at 11:59 p.m. on [END DATE] (the "Term"). Either Party may give written notice of intent not to renew at least [RENEWAL NOTICE DAYS] days before the end date. If Tenant remains in the Premises after the Term with the written consent of Landlord, the tenancy converts to a month-to-month tenancy on the same terms, except that rent may be adjusted on [RENT CHANGE NOTICE DAYS] days written notice. If Tenant remains without consent, Tenant owes holdover rent of [HOLDOVER DAILY RENT] per day plus any damages Landlord incurs.

4. 4. Rent

Tenant agrees to pay rent of [MONTHLY RENT] per month, due in advance on the [RENT DUE DAY] day of each month without demand, offset, or deduction. Payment must be made by [PAYMENT METHOD] to [PAYEE NAME AND PAYMENT ADDRESS OR ACCOUNT]. If rent is not received within [GRACE PERIOD DAYS] days after the due date, Tenant owes a late fee of [LATE FEE AMOUNT], and any payment returned unpaid carries a fee of [RETURNED PAYMENT FEE]. Rent for a partial first or final month is prorated on a daily basis. Late fees are treated as additional rent, and accepting a late or partial payment does not waive any right of Landlord.

5. 5. Security Deposit

On signing this Agreement, Tenant will deliver [SECURITY DEPOSIT AMOUNT] to Landlord as security for performance of the obligations of Tenant (the "Deposit"). The Deposit is not prepaid rent and may not be applied by Tenant toward the final month of the Term. Landlord may apply the Deposit to unpaid rent, unpaid utilities, cleaning beyond normal wear and tear, and damage caused by Tenant, occupants, or guests. Within [DEPOSIT RETURN DAYS] days after Tenant surrenders the Premises, Landlord will return any unused portion together with an itemized statement of deductions, sent to the forwarding address supplied by Tenant. Landlord will hold and return the Deposit in the manner and within the time limits required by applicable law.

6. 6. Utilities and Services

Tenant is responsible for arranging and paying for the following: [TENANT-PAID UTILITIES, E.G. ELECTRICITY, GAS, INTERNET]. Landlord is responsible for [LANDLORD-PAID UTILITIES, E.G. WATER, SEWER, TRASH]. Tenant must open accounts for tenant-paid utilities in the name of Tenant on or before the start of the Term and keep them active until the Premises are surrendered. An interruption caused by a utility provider or by circumstances outside the reasonable control of Landlord does not entitle Tenant to withhold rent, but Landlord will act promptly to restore any service that Landlord controls.

7. 7. Use and Occupancy

The Premises may be used only as a private residence by Tenant and the occupants named in this Agreement. Tenant may not use the Premises for any unlawful purpose or operate a business that draws customer traffic to the property. Tenant agrees not to create noise or conduct that unreasonably disturbs neighbors and to follow any community, condominium, or homeowners association rules that Landlord provides in writing. A guest may stay no longer than [GUEST STAY LIMIT DAYS] consecutive days without written consent from Landlord.

8. 8. Pets

No animal may be kept on the Premises except as expressly permitted here: [PERMITTED PETS, INCLUDING TYPE, BREED, AND WEIGHT LIMITS]. If pets are permitted, Tenant will pay a pet deposit of [PET DEPOSIT AMOUNT] and monthly pet rent of [PET RENT AMOUNT], and remains fully liable for any damage, odor, or pest treatment caused by the animal. Tenant will keep animals leashed or contained in common areas and will remove waste promptly. This section does not apply to assistance animals that Landlord is required to accommodate under applicable law.

9. 9. Maintenance, Repairs, and Alterations

Landlord will maintain the structure, roof, plumbing, electrical system, heating, and any appliances supplied by Landlord in safe and working order. Tenant will keep the Premises clean and sanitary, dispose of trash properly, avoid damage beyond normal wear and tear, and notify Landlord in writing as soon as a repair, leak, or unsafe condition appears. Tenant is responsible for the cost of repairs caused by the negligence or misuse of Tenant, occupants, or guests, including drain blockages and broken glass. Tenant may not paint, install fixtures, change locks, or make alterations without prior written consent from Landlord, and any approved alteration becomes part of the Premises unless Landlord requires its removal at the end of the Term. Tenant will keep smoke and carbon monoxide detectors in working order and will not disable them.

10. 10. Landlord Right of Entry

Landlord may enter the Premises to inspect the property, make repairs, supply agreed services, or show the unit to prospective tenants, buyers, lenders, or contractors. Except in an emergency, Landlord will give Tenant at least [ENTRY NOTICE HOURS] hours advance notice and will enter only at reasonable times of day. In an emergency involving risk to persons or property, or where the Premises appear to have been abandoned, Landlord may enter without notice. Landlord will not use the right of entry to harass Tenant or to enter repeatedly without a legitimate purpose.

11. 11. Assignment and Subletting

Tenant may not assign this Agreement, sublet all or part of the Premises, or list the Premises on a short-term rental platform without prior written consent from Landlord. Landlord will not unreasonably withhold consent but may require a written request, screening of the proposed occupant, and a signed sublease that incorporates this

Agreement. Any assignment or sublease made without consent is void and is a material breach. Even where consent is granted, Tenant remains fully liable for rent and damage unless Landlord releases Tenant in writing.

12. 12. Default and Remedies

Tenant is in default if rent is not paid when due, if Tenant breaches any other obligation and fails to cure it within [CURE PERIOD DAYS] days after written notice, or if Tenant abandons the Premises. On default, Landlord may pursue any remedy available under applicable law, including ending the tenancy, recovering possession, and recovering unpaid rent, late fees, and damages. Landlord will make reasonable efforts to re-rent the Premises and will credit rent actually collected against amounts owed by Tenant. The prevailing Party in any action to enforce this Agreement may recover reasonable attorney fees and costs to the extent permitted by law.

13. 13. Termination and Surrender

This Agreement ends on the last day of the Term unless renewed in writing or converted to a month-to-month tenancy as described above. On or before the end date, Tenant will remove all personal property, return every key, remote, and access device, and leave the Premises clean and in the same condition as at move-in, excepting normal wear and tear. Tenant will give Landlord a written forwarding address so the deposit statement can be delivered. Early termination by Tenant requires [EARLY TERMINATION NOTICE DAYS] days written notice and payment of an early termination fee of [EARLY TERMINATION FEE], where such a fee is permitted by law. Personal property left behind after surrender may be handled by Landlord as applicable law allows, and Tenant may be charged for removal and storage.

14. 14. Governing Law

This Agreement is governed by the laws of the state where the Premises are located, without regard to conflict of law rules. If any provision conflicts with a mandatory landlord-tenant statute or local ordinance, that statute or ordinance controls and the rest of the Agreement remains in effect. The Parties agree that any dispute will be brought in a court of competent jurisdiction in [COUNTY AND STATE]. Nothing in this Agreement waives a right that applicable law does not permit to be waived.

15. 15. Entire Agreement

This Agreement, together with any exhibits and written addenda signed by both Parties, is the entire agreement between Landlord and Tenant and replaces all prior listings, emails, discussions, and promises about the Premises. No change is effective unless it is in writing and signed by both Parties. If a court finds any provision unenforceable, the remaining provisions stay in full force. A failure by either Party to enforce a provision on one occasion is not a waiver of that provision on any other occasion.

16. 16. Signatures

The Parties have read this Agreement, understand it, and agree to be bound by it as of the dates written below.

Landlord signature: _____ Print name: [LANDLORD NAME] Date: [DATE]

Tenant signature: _____ Print name: [TENANT NAME] Date: [DATE]

Additional tenant signature: _____ Print name: [ADDITIONAL TENANT NAME] Date: [DATE]

17. South Dakota Landlord-Tenant Highlights

South Dakota law requires the landlord to deliver and maintain the premises in a condition fit for habitation and to keep the parts of the property under the landlord's control in reasonable repair, while the tenant is expected to keep

the unit clean and avoid damage beyond ordinary wear. The security deposit is capped relative to monthly rent, but the statute permits a larger deposit where special conditions pose a danger to the maintenance of the premises and the tenant agrees to the higher amount in writing, which is a distinctive South Dakota provision. On the tenant's written request after the tenancy ends, the landlord must provide an itemized accounting of any withholding and return the balance within the statutory period. Landlords must generally give reasonable notice before entering for non-emergency purposes, and the lease should state the notice method and standard entry hours. Self-help eviction is prohibited and possession must be recovered through the courts; enter [SECURITY DEPOSIT AMOUNT] and any written justification for a higher deposit only after confirming the current statute.

18. Required Disclosures in South Dakota

Federal lead-based paint rules apply to any South Dakota dwelling built before 1978, requiring the EPA pamphlet, disclosure of known hazards, and the federal warning language in the lease. South Dakota practice is to identify the owner or authorized agent and give a service address at [OWNER OR AGENT NOTICE ADDRESS] for notices and demands. Where the landlord collects more than the standard deposit cap because of special conditions, that agreement should be documented in writing and signed, since the statute conditions the higher amount on the tenant's written agreement. Documenting unit condition at move-in with a signed checklist is standard and is the practical basis for later deductions. Given South Dakota winters, stating who is responsible for heating fuel, snow and ice removal, and freeze protection prevents a very common dispute. Confirm current requirements in the South Dakota Codified Laws.

19. South Dakota Official Resources

For current statutes and official guidance, consult the South Dakota Legislature (South Dakota Codified Laws) (<https://sdlegislature.gov>). State law changes — verify any deadline, cap, or disclosure requirement against the current official text before relying on it.

20. 17. Disclaimer

This template is provided for informational purposes only and is not legal advice. Landlord-tenant law differs by state, county, and city, and some provisions here may be limited or unenforceable where the property is located, including caps on deposits, late fees, and entry notice. ScanContract is not a law firm and no attorney-client relationship is created by using this template. Have a licensed attorney in your jurisdiction review the final agreement before anyone signs it.