

SOUTH DAKOTA RESIDENTIAL LEASE AGREEMENT TEMPLATE

Governing jurisdiction: South Dakota (SD). This template is intended for residential property located in South Dakota.

This Residential Lease Agreement ("Agreement") is entered into on _____, 20____, by and between _____ ("Landlord") and _____ ("Tenant").

Landlord and Tenant may be referred to collectively as the "Parties."

1. PREMISES

Landlord leases to Tenant the residential property located at _____, City of _____, South Dakota, ZIP _____ (the "Premises"), for use as a private residence only.

2. TERM

The lease term begins on _____, 20____ and (check one):

☐ ends on _____, 20____ (fixed term).

☐ continues month-to-month until terminated by either Party with written notice as required by applicable law.

3. RENT

Tenant shall pay rent of \$_____ per month, due in advance on the _____ day of each calendar month, payable to _____ at _____.

If rent is not received within _____ days after the due date, Tenant shall pay a late charge of \$_____, to the extent permitted by applicable law.

4. SECURITY DEPOSIT

Upon signing this Agreement, Tenant shall deposit with Landlord the sum of \$_____ as a security deposit, to be held and returned in accordance with applicable state law. State law may limit the amount of the deposit and set deadlines and conditions for its return.

5. UTILITIES

Tenant shall pay all utilities and services for the Premises, except the following, which Landlord shall pay:

_____.

6. OCCUPANTS

The Premises shall be occupied only by Tenant and the following named occupants:

_____.

7. PETS

(Check one) ☐ Pets are not permitted on the Premises. ☐ Pets are permitted as follows:

_____, with an additional pet deposit of \$_____, to the extent permitted by applicable law.

8. MAINTENANCE AND REPAIRS

Tenant shall keep the Premises clean, sanitary, and in good condition, and shall promptly notify Landlord of any damage or condition requiring repair. Tenant shall not make alterations to the Premises without Landlord's prior written consent.

9. RIGHT OF ENTRY

Landlord may enter the Premises to inspect, make repairs, or show the Premises, after providing notice to Tenant as required by applicable law, and without notice in case of emergency.

10. DEFAULT

If Tenant fails to pay rent when due or fails to comply with any term of this Agreement, Landlord may pursue the notices and remedies available under applicable law.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of South Dakota.

12. STATE AND LOCAL REQUIREMENTS

This blank template identifies South Dakota as the governing jurisdiction. It does not automatically supply every disclosure, addendum, notice, or local term that may apply to the Premises or Parties. Before signing, review current South Dakota law and any applicable city or county requirements, and attach required materials.

13. ADDITIONAL TERMS

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and may be modified only in a writing signed by both Parties.

SIGNATURES

Landlord

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____