



## Rental Agreement for Apartments

This Rental Agreement ('Agreement') is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between LEONARD, L.L.P., a limited liability partnership organized under the laws of the state of South Dakota, hereinafter referred to as "**Landlord**" and \_\_\_\_\_, hereinafter collectively referred to as "**Tenant**".

1. Leasing Agreement. Landlord leases to Tenant, and Tenant leases from Landlord, the residential premises located at 33 \_\_\_\_\_ S. Jefferson, Apt. # \_\_\_\_\_ Sioux Falls, South Dakota (hereinafter "Property") for Tenant to use as a private dwelling and for no other purpose. Tenant represents Tenant is eighteen years of age or older and has full legal authority into enter into this Agreement.
2. Term. The term of this Agreement shall be approximately 12 months, commencing on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (or such earlier date as agreed upon by Landlord and Tenant) and ending at 11:59 p.m. on the last day of \_\_\_\_\_ 20\_\_\_\_. Tenant agrees to vacate the Property and remove all personal property prior to expiration of this Agreement.

If Tenant continues to occupy the Property after the ending date identified above, a month-to-month tenancy shall be created. This month-to-month tenancy shall continue until written notice of termination is given by either party AT LEAST ONE FULL CALENDAR MONTH PRIOR to the date termination of the Agreement is intended. For example, notice given on February 7 would result in this Agreement terminating on the last day of March, with rent payable by Tenant in full through March 31.

Once Tenant gives notice of intent to leave the Property, or, if Tenant is in breach of this Agreement, or, within the 45 days preceding the natural expiration of this agreement, whichever is the first to occur, Landlord may begin showing Property for re-rental purposes.

3. Rent. Tenant will pay to Landlord monthly rent of \$\_\_\_\_\_.00. All rent payments shall be deposited in the designated box located on the premises. Rent is due on or before the first (1<sup>st</sup>) day of each calendar month. *Rent paid after the first of the month is late, and if the full rental payment is not made by the fifth (5<sup>th</sup>) day of the month, Tenant agrees to pay \$25.00 plus \$5.00 per day thereafter until paid in full, in addition to the monthly rent.* Tenant acknowledges this amount is reasonable and appropriate in consideration for the delay in Landlord receiving said rent, and due to the extra efforts of Landlord to obtain the same. Tenant agrees to pay a \$30.00 charge for each returned check. Each undersigned Tenant and any co-signers of the Agreement shall be jointly and severally responsible for the full amount of all rental payments required hereunder regardless of any agreement between or among themselves as to their respective rental obligations. Tenant's right to possession is expressly contingent on the prompt payment of all rent, and Tenant's rental obligation shall be independent of any other provisions of this Agreement. All rent and other sums due to Landlord shall be paid in one monthly check rather than multiple checks. If agreed to by the parties, rent for any partial month shall be pro-rated based on the number of days in the partial month.
4. Utilities, Maintenance and Parking. Landlord will pay for heat, sewer and water, basic cable, as well as garbage removal. Tenant will pay for electricity, telephone and any enhanced cable services (including but not limited to 'internet' service). Utilities paid by Tenant are to be in the name of Tenant from the first day of possession through the last day for which Tenant is



responsible for rent, whether or not the property is occupied. Tenant authorizes all applicable utility companies to keep accounts in Tenant's name through the termination of this lease.

Landlord is responsible for lawn care and snow removal in the parking lot. Tenant is assigned one parking spot within the lot. If Tenant has more than 1 vehicle, Tenant must park any excess vehicle(s) in the street, as must Tenant's guests. Tenant must park only in the assigned spot and promptly remove the same prior to removal of the snow. Failure of Tenant (or guests of Tenant) to comply with these parking rules shall result in towing of the vehicles at Tenant's expense.

5. Occupants. The only people allowed under this Agreement to occupy the Property are as follows:

- a. \_\_\_\_\_ b. \_\_\_\_\_

Occupation of the property by any other persons (other than overnight guests who do not stay for more than four (4) days and nights) without Landlord's prior consent shall be considered a breach of this Agreement.

6. Assignment; Subletting. Tenant may not assign this Agreement or sublet the Property without prior written consent of Landlord. Any purported assignment or sublease without such consent is void and is a default hereunder. In the event an assignment or sublease is approved by Landlord, Tenant shall remain secondarily liable to landlord for the payment of all rents and other lease charges for the remaining term of this Agreement.

7. Tenant Conduct. Tenant agrees the conduct of all Tenants, their family and/or guests shall never be disorderly, boisterous, or disturbing to neighbors of the Property. Tenant further agrees no drug use or other illegal conduct shall take place on or about the Property, and Tenant shall comply with all applicable laws, rules or ordinances.

8. Liability for Personal Injury and Property Damage. Landlord shall not be liable to Tenant for any death, personal injury or property damage caused by the intentional acts or negligence of Tenant or third parties other than Landlord. Neither shall Landlord be liable for any death, personal injury or property damage caused by theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, acts of God, or other causes whatsoever. Tenant shall secure renter's insurance to protect Tenant against all of the above occurrences.

Tenant's initials: \_\_\_\_\_

9. Default. In the event Tenant fails to pay any rentals when due or otherwise violates any terms of this Agreement, such conduct shall constitute default and Landlord may proceed to evict Tenant in accordance with applicable South Dakota law. Tenant shall also be in default of its obligations under this Agreement if Tenant misrepresented any information in the Rental Application. If Tenant vacates the Property for more than ten (10) days without informing Landlord of Tenant's intention to return the Property, any personal property of Tenant, or any other party, which is located on or about the Property shall be conclusively deemed abandoned and disposed of in the sole discretion of Landlord; further, in this event, Landlord may consider this Agreement breached by Tenant and retake possession of the Property without further notice or service on Tenant. Any such event of default shall not operate to release Tenant from liability for unpaid rent for the remaining term of this Agreement. In the event Landlord is required to commence legal proceedings to forcibly remove Tenant or Tenant's guests, sub-lessees or assigns from the Property, Landlord may recover from Tenant as additional damages all of Landlord's attorney's fees and costs incurred in such action. In the event Tenant abandons or vacates the Property



without leaving a forwarding address, Tenant shall be deemed to have appointed Tenant's nearest relative as identified in the Rental Application as Tenant's agent for service of process or any action relating to this Rental Agreement or Tenant's breach hereof.

10. Security Deposit. Tenant shall deposit with Landlord a security deposit in the amount of \$ \_\_\_\_\_ unless special considerations require a greater deposit. Tenant agrees, upon expiration or termination of this lease, Landlord may deduct from the security deposit the amount necessary to professionally clean the carpets in the leased premises. Landlord may deduct any late or unpaid rent, as well as late fees accrued during the term of this lease, from the security deposit, however, in no event may Tenant direct the security deposit be applied in satisfaction of any rent obligation. In addition to any other remedies available to Landlord created by the signing of this agreement, any and all deposit made upon or after the signing of this agreement is non-refundable and shall be forfeited (in consideration of Landlord removing the Property from the market for rent and the loss of rent occasioned thereby, as well as the time and expense associated with re-renting) IF Tenant fails to occupy the premises as and when agreed to herein.
  
11. Miscellaneous. The Rental Application and this Agreement shall constitute the entire agreement between the parties, and Tenant acknowledges no other oral or written agreement exists, either express or implied. This Agreement may be modified only in a writing signed by all parties. Waiver by Landlord of any right or remedy available to it under this Agreement or any applicable law shall not be deemed a waiver of such right or remedy for any future or other breach of this Agreement by Tenant. Use of gender, tense, and singular or plural terms shall be interpreted to include other genders, tenses and usages as required by the context of this Agreement. Any clause in this contract or attachment hereto declared invalid by law shall not terminate or invalidate the remainder of this contract or attachment.

Tenant expressly acknowledges and agrees to the following:

- a. NO PETS ARE ALLOWED ON THE PREMISES.
- b. To promptly remove any vehicles belonging to Tenant (or other occupants of the leased premises) to facilitate removal of snow.
- c. Tenant shall not cause anything, including satellite dishes, to be affixed to the exterior of the Property without the written permission of Landlord. Nor shall Tenant disturb the cables on the outside of Property (used to supply cable, etc.). And,
- d. Tenant acknowledges full responsibility for maintaining all safety equipment inside Tenant's leased premises including, but not limited to, smoke detectors (for example, Tenant shall regularly test the smoke detectors and make sure they are in working order, and, to the extent the detectors are battery operated, will be sure to regularly schedule them for battery replacement).
- e. Tenant shall not smoke or allow guests to smoke in the hallway and common areas.

**THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING**

Tenant:

Landlord:  
LEONARD, L.L.P.

1. \_\_\_\_\_

\_\_\_\_\_  
By Troy Leonard, Partner

2. \_\_\_\_\_