



Rental Agreement (House)

This Rental Agreement ('Agreement') is made this ___ day of _____, 20___, between LEONARD, L.L.P. hereinafter referred to as "**Landlord**" and _____ hereinafter collectively referred to as "**Tenant**".

- Leasing Agreement.** Landlord leases to Tenant, and Tenant leases from Landlord, the residential premises known as _____ in Sioux Falls, South Dakota (hereinafter the "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 to enter into this Agreement.
- Term.** The term of this Agreement shall commence on the ___ day of _____, 20___, and end at 11:59 p.m. on the ___ day of _____, 20___. Tenant shall 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. As soon as Tenant gives notice of intent to leave the Property, or if Tenant is in breach of this Agreement, Landlord may show the Property for re-rental purposes.
- Rent.** Tenant will pay to Landlord monthly rental of \$_____.00. All rental payments shall be mailed or delivered to Landlord at 5705 S. Josh Wyatt Dr., Sioux Falls, SD 57108 or such other location as directed by Landlord. Rental payments are due on or before the first (1st) 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 (5th) day of the month, Tenant agrees to pay \$25.00 plus \$5.00 per day 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. ANY UNPAID LATE FEES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT UPON TERMINATION OF THE LEASE. Tenant agrees to pay a \$50.00 charge for each returned check. 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 and not multiple checks. Rent for any partial month shall be pro-rated based on the number of days in the partial month.
- Multiple Tenants.** If there is more than one Tenant to this Agreement, each Tenant and any co-signers of this Agreement shall be jointly and severally responsible for the full amount of all rent and other payments required under this Agreement, regardless of any agreement between or among Tenants as to their respective rental obligations.
- Utilities.** Tenant will pay for all utilities, including, without limitation, electricity, gas, garbage, telephone, cable, sewer and water. Utilities are to be in the name of the 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.
- Condition of Property.** Tenant has examined and accepted the Property 'as-is'. Tenant shall have the right to report defects or damages to Landlord within 24 hours after Tenant receives possession of the Property. Tenant may not make alterations to the Property; no holes shall be put in the ceilings, woodwork, walls (beyond that necessary or reasonable to hang a picture), or floors; and no antennas, additional phones or TV cable jacks shall be installed. When vacating the Property, Tenant shall surrender the Property in the same condition as when received, reasonable wear excepted. Tenant shall



not cause anything, including satellite dishes, to be affixed to the exterior of the Property without the written permission of Landlord.

7. Maintenance. Tenant shall use reasonable diligence in care of the Property. Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the lawn and shoveling snow from the driveway and sidewalk within 24 hours after snowfall. In the event Tenant fails to perform any of its obligations under this section, Landlord may arrange for the same and charge the cost thereof to Tenant as additional rent or withhold the cost for said repairs from the Security Deposit. Tenant shall be responsible for all damage to the Property and appliances which could have been prevented through the performance of routine maintenance by Tenant or which results from any negligence or improper use of the Property by Tenant or any of family or guests of Tenant. Tenant shall be responsible for maintaining (i.e., clearing) of floor drains in basement if used for laundry purposes as well as the regular (monthly) changing of furnace filters. Tenant acknowledges full responsibility for maintaining all safety equipment 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 schedule them for battery replacement). Tenant will promptly notify Landlord of any repairs needed to the Property and Tenant will be responsible for any damage to the Property which could have been prevented had notice of the need for repairs been promptly given to Landlord.
8. Occupants. The only people allowed under this Agreement to occupy the Property are the undersigned (and their dependents as set forth in the Rental Application). 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.
9. Tenant Conduct. Tenant agrees the conduct of all Tenants and 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. Tenant shall comply with any written rules and regulations Landlord may provide to Tenant from time to time.
10. 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: _____
11. Entry by Landlord. Landlord or its agents may enter the Property at reasonable times for the following purposes: requested repairs, extermination, preventative maintenance, showing the Property to building inspectors, fire marshals, mortgage lenders, prospective purchasers, insurance agents, or prospective tenants (as permitted under Section 2 above); and whenever exigent circumstances exist.
12. Landlord's Obligations. Landlord agrees to properly maintain hot water, heating, and/or air conditioning equipment, abide by applicable federal, state and local laws regarding repairs, and make reasonable repairs, subject to Tenant's obligation to pay for damages caused by Tenant or Tenant's family or guests.
13. Default. In the event Tenant fails to pay any rent 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, or, Tenant vacates the Property for more than ten (10) days without informing Landlord of Tenant's intention to return the Property, in which case any personal property of Tenant, or any other party, which is located on or



about the Property shall be conclusively deemed abandoned, and 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.

14. Security Deposit. Tenant shall deposit with Landlord a security deposit of \$_____. 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. At Landlord's discretion, Landlord may deduct any late or unpaid rent 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 the signing of this agreement is non-refundable and shall be forfeited (in consideration of Lessor 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.

15. Assignment; Subletting. Tenant may not assign this Agreement or sublet the Property without the 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.

16. 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 will not permit a pet, even temporarily, in or on the Property unless permission is granted in writing by Landlord.

17. Special Provisions. _____

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

Tenant:

Landlord- LEONARD, LLP:

1. _____

by _____
 Troy Leonard, Partner

2. _____