**LEASE RENEWAL AGREEMENT**

**(South Dakota)**

**Background**

1. This is an agreement (‘The Agreement’) to extend the terms of a Lease according to the terms set out below.
2. The Landlord, the Tenant and the Premises are as set out in Schedule 1 of this Agreement.
3. Collectively, the Landlord and Tenant will be referred to as ‘The Parties’.

**IN CONSIDERATION OF** the Landlord letting and the Tenant renting the Premises, both parties agree to keep, perform and fulfil the following promises, conditions and agreements:

**Original Lease**

1. Landlord and Tenant originally entered into a Lease on the date given in Schedule 1 (‘Original Lease’). The Original Lease is attached to this Agreement as Exhibit A.
2. Landlord and Tenant desire at this time to further extend and amend said Original Lease as hereinafter set forth.
3. It is therefore mutually agreed that the Original Lease shall be further extended to the Lease New End Date set forth in Schedule 1 and amended as set out in this Agreement, its Schedules and Exhibits.
4. The amendments described in this Agreement and Schedule 1 shall be the sole and exclusive amendment to the Lease, and except as expressly provided herein, all of the terms of the Lease shall remain the same and in full force and effect.

**Renewal Terms and Conditions**

1. Tenant shall pay to Landlord the Monthly Rent set out in Schedule 1 in line with the Rent Payment Details in Schedule 1.
2. No holidays, special events, or weekends shall excuse Tenant's obligation to pay timely Rent.
3. Under the terms and conditions herein, Landlord and Tenant hereby agree to amend the Original Lease as set out in Schedule 1.
4. All of the terms and provisions of said Original Lease, except as herein modified, are to remain in full force and effect and are made a part of this Renewal Agreement.

**General Provisions**

1. This Renewal Agreement will inure to the benefit of and be binding upon the respective successors, assigns, heirs, executors, and/or administrators of both Parties.
2. If any sub-part of this Agreement is deemed invalid by court order, judgment, or other operation of law, the remaining parts and sub-parts of this Agreement shall remain valid and enforceable to the fullest extent possible.
3. This Renewal Agreement is governed, construed, and interpreted by and through the laws of South Dakota.

**Schedule 1**

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| --- | --- |
| **Date** |  |
| **Name of Landlord** |  |
| **Name of Tenant** |  |
| **Address of the Premises** |  |
| **Monthly Rent** |  |
| **Rent payment details****(e.g. by Bank Transfer to Account Details on 15th of the month)** |  |
| **Lease New Start Date** |  |
| **Lease New End Date** |  |
| **Address at which the Landlord is to be contacted** |  |
| **Address at which the Tenant is to be contacted (if left blank, assumed to be Leased Premises)** |  |
| **Percentage Annual Rental Increase** |  |
| **State of Jurisdiction (i.e. the state the Premises is in)** | South Dakota |
| **Agreement Date** |  |
| **Date of Original Lease** |  |
| **Terms to be amended (if not enough space, attach terms as Exhibit B to this Agreement)** |  |

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on the Agreement Date as specified in Schedule 1.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Landlord** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Tenant** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Witness** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Witness** |