

# Month to Month Rental Agreement

State of South Dakota

This Rental Agreement is entered into between \_\_\_\_\_ (Landlord) whose primary address is \_\_\_\_\_ and can be contacted via \_\_\_\_\_ and \_\_\_\_\_ (Tenant) whose primary address is \_\_\_\_\_ and can be contacted via \_\_\_\_\_.

The Tenant agrees to Rent the property from the Landlord with consideration of the covenants and obligations contained herein:

## 1. The Property

The real property ("Property") located at \_\_\_\_\_.

*Please tick the applicable one.*

The property is a ( ) House ( ) Condo ( ) Apartment ( ) other \_\_\_\_\_ and contains \_\_\_\_ Bedroom(s), \_\_\_\_ Bathroom(s).

The Property is to be ( ) Furnished, ( ) Part Furnished or ( ) Unfurnished.

The Property includes a ( ) Garden and ( ) \_\_\_\_ Parking Space(s).

## 2. Rent

The Tenant shall pay the Landlord the monthly rent of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) during said term. The rent will be payable on the \_\_\_\_ of each calendar month in advance. Rent will be paid by the Tenant to the Landlord by mail or in person by check, money order, cash, PayPal or other, and will be payable in U.S. Dollars. The Tenant shall pay to the Landlord the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the event that any payment is returned to the Tenant by the bank unpaid due to insufficient funds or any other reason.

## 3. Late Fee

In the event that the Tenant is late with any payment required to be paid then the Landlord shall be entitled to such payment or other charges due hereunder, a late charge of \_\_\_\_% of the balance due for each day that the payment is late.

## 4. The Term

This Rental Agreement is to be effective as of \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year and will continue on a month-to-month basis. To terminate the Rental Agreement the Landlord or Tenant must give the other party thirty (30) days written notice. If thirty (30) days written notice is not given by the Tenant, then the Tenant shall forfeit their full security deposit.

## 5. Security Deposit

Upon entering this Rental Agreement, the Tenant will pay a security deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Landlord. The security deposit will be kept safely by the Landlord as security for the Tenant's performance of the obligations under this Rental Agreement including any damages to the Property by the Tenant during the Term. Upon failure to carry out the obligations under this Rental Agreement the Landlord may recover any amount required to remedy the breach at a maximum one (1) months' Rent. The Landlord will, however, provide the Tenant with a written notice of the required use of the security deposit. The Landlord will pay to the Tenant any interest (less any service fee charge) acquired on the security deposit during the holding period. The Landlord promises to return the security deposit back to the Tenant upon returning possession of the Property to the Landlord in the same condition as originally acquired, with the exception of normal wear and tear. The Landlord will return the security deposit minus any payment required for remedy of a breach (to be notified via written notification of the reasons why to the Tenant), within 14 days from the termination date if there are no deductions to be made and 45 days if there are deductions to be made.

## 6. Default

Defaults of this Rental Agreement may include, but is not limited to:

- (a) the Tenant and/or Occupant(s) violate this Rental Agreement, fire safety, health, rules or criminal laws.
- (b) The Tenant does not pay rent or other amounts that are owed within a reasonable period.
- (c) The Tenant or any Occupant(s) is arrested, convicted or given deferred adjudication for a criminal offence.
- (d) The Tenant abandons the Property.
- (e) The Tenant gives incorrect information in the rental application.
- (f) Any illegal drugs are found on the Property.

Upon default the Landlord is to provide the Tenant with written notice as setting out the non-compliance and indicating the Landlord's intention to terminate this Rental Agreement. If the Default is due to a failure to pay the Rent the Landlord may demand the entire annual balance of Rent to be payable immediately, if the balance is not paid within seven days the Landlord shall have the right to terminate this Rental Agreement. In addition to the termination of the Rental Agreement, the Landlord may exercise all rights to any remedies available to the Landlord at law or in equity.

## 7. Use of the Property

The Property shall be used and occupied for residential purposes only and the Tenant will not take part in any behaviour resulting in the Property becoming unfit to live in and interfering with the rights of others to enjoy their Property. The Tenant will not use the Property for any illegal purpose or acts. The Tenant will be responsible for any illegal acts being carried out on the Property, whether knowledge was obtained or not.

## 8. Surrender of Property

The Tenant will surrender the Property upon either the Term end date or upon the Landlord gaining right to access the Property, whichever comes first. Upon surrender of the Property the Tenant promises to surrender the Property in the same good condition as it were upon commencement of the Term, with the exception of reasonable wear and tear.

## **9. Guests**

No other person except the Tenant or Occupant(s) is to reside at the Property for a period of more than 48 hours unless prior written consent from the Landlord is obtained.

## **10. Property Becomes Unhabitable**

Upon the Property being deemed unhabitable due to damage beyond repair, the Tenant has the right to terminate this Rental Agreement by written notice to the Landlord. The Tenant will only be liable to pay the costs for all repairs and loss of income due to restoring the Property back to a liveable condition if the damage was caused by the Tenant's negligence.

## **11. Assignment and Subletting**

The Tenant shall under no circumstances assign this Rental Agreement, or sublease or grant any license to use the Property or any part thereof without the Landlord's prior written consent. Any assignment, sub-let or license without the Landlord's consent shall be deemed null and void and the Landlord shall have the right to terminate the Agreement should (s)he wish to do so.

## **12. Tenant's Conduct**

The Tenant shall not conduct or hold on the Property any activity or item that is deemed dangerous, flammable or explosive which could result in the danger of fire on the Property. If an increase in the fire insurance premium occurs the Tenant is liable to pay the increase.

## **13. Utility and Services**

The Tenant shall at their own expense pay promptly for all charges for furnishing to the Property (water, electricity, garbage services, and other public utilities). The Landlord shall at their expense provide the following utilities or services \_\_\_\_\_.

## **14. Smoking**

Smoking of any kind is prohibited on any part of the Property.

## **15. Pets**

The Tenant will not have or keep any pets on any part of the Property. If the Tenant does have or keep any pets on the Property, the Landlord is entitled to a pet deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Properly trained pets that provide assistance to those with disabilities may be permitted upon acquiring the Landlord's prior consent, which shall not be unreasonably withheld.

## **16. Alterations**

The Tenant shall not conduct any alterations, improvement or additions to the Property without obtaining prior written consent from the Landlord. Upon the Landlord's approval, the Landlord must first approve the contractors carrying out the alterations, improvement or additions to the Property.

## **17. Maintenance and Repair of the Property**

The Tenant promises to keep the Property in good condition and repair during the Term at their expense with consideration of normal wear and tear. The Tenant will not remove any fixtures or

appliances from the Property for any reason. The Tenant promises to inform the Landlord if any repairs to the Property are required.

### **18. Right of Entry**

The Landlord may with at least 24-hour prior notice and consent from the Tenant enter the Property to make alterations, improvements, repairs or inspect the Property. The Tenant is not to unreasonable withheld the consent required. If an emergency occurs the Landlord has the right to enter the Property immediately without consent, this is not to be used to harass or abuse the Tenant. If the Tenant commits a breach of this Rental Agreement, the Landlord has full rights to terminate this Agreement in accordance with State law and re-enter and re-claim the possession of the Property, in addition to such other remedies available to the Landlord.

### **19. Abandonment**

If the Tenant vacates the Property for seven days or that of the minimum days set by the state law, whichever is less, the Landlord shall terminate this Rental Agreement and remove all personal property off the Property. If the Tenant plans to leave the Property for seven or more consecutive days, the Tenant must notify the Landlord in writing.

### **20. Severability**

If any part of this Rental Agreement is deemed invalid by court order, judgement or other operation of law, the remaining parts of this Rental Agreement shall remain fully valid and enforceable.

### **21. Indemnity**

The Landlord shall not be liable for any damage to any person, or any property occurring on the Property. The Tenant agrees to not pursue any claims or damages against the Landlord unless the damage is caused solely through the Landlord's negligence. It is recommended to the Tenant that renter's insurance is to be purchase upon commencement of this Term.

### **22. Multiple Tenant's or Occupant(s)**

Any considered Tenant or Occupant(s) of this Property is deemed jointly and individually liable for all Agreement's under this Rental Agreement.

### **23. Governing Law and Venue**

This Rental Agreement will be governed, construed and interpreted by, through and under the Laws of the State of \_\_\_\_\_. The Parties further agree that the venue for all disputes related to this Rental Agreement shall be at \_\_\_\_\_ County, \_\_\_\_\_ State.

### **24. Amendments**

This Agreement sets forth the entire Agreement and understanding between the party's relation to the subject matter herein. No modification of or amendment to the Rental Agreement, nor any waiver of any rights under this Rental Agreement, will be effective unless in writing and signed by both parties. Any agreed amendment to this Rental Agreement will not deem the rest of this Rental Agreement null or void.

## 25. Notices

Any notice required under this Agreement must be in writing. The notice is to be effective upon receipt and shall be delivered in person, sent by:

- (a) certified mail, postage prepaid, return receipt requested
  - (b) by facsimile or email
  - (c) in person
  - (d) by a commercial overnight courier that can guarantee next day delivery and provide a receipt.
- to the address stated above or any other address as is given with reasonable notice to the other party.

## 26. Compliance

The Tenant promises to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

## 27. No waiver

If the Landlord fails to enforce performance of this Rental Agreement, this shall not be construed to waive the Landlord's rights later in time.

## 28. Disputes

If a dispute arises during or after the Term, both the Landlord and Tenant agree to attempt to settle the dispute between themselves in good faith before any litigation.

## 29. Attorney's Fees

Should it be necessary for the Landlord/ Seller to employ an attorney to enforce any of the conditions and covenants set hereof, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

## 30. Acknowledgements

The Parties are executing this Rental Agreement voluntarily and without any duress or undue influence. The parties fully understand the effect of the Rental Agreement and the binding effect it shall have.

### Signature

---

**LANDLORD'S SIGNATURE**

---

**TENANT'S SIGNATURE**

---

**LANDLORD'S PRINTED NAME**

---

**TENANT'S PRINTED NAME**