

RESIDENTIAL LEASE AGREEMENT

THIS **RESIDENTIAL LEASE AGREEMENT** (the “**Lease**”) is effective upon the date it is fully executed and is entered by and between SOUTH DAKOTA ACHIEVE, a South Dakota nonprofit corporation (the “**Landlord**”), and “**Tenant**,” defined as follows:

Tenant Name: _____

Phone: _____ **Email:** _____

1. **OUTLINE OF TERMS.** The following outlines the defined terms included in this Lease:

Premises (address): _____

Rent (monthly): \$ _____

Security Deposit: \$ _____

Term (months): _____

Start Date: _____

End Date: _____

2. **PREMISES.** Landlord hereby rents to Tenant, and Tenant accepts in its present condition the residential property located at the address listed above (the “**Premises**”).

3. **TERM.** The term of this Lease shall begin on the Start Date and conclude on the End Date, as each is listed in Section 1 above (the “**Term**”). If Landlord cannot deliver the Premises to Tenant on the Start Date, Landlord shall provide the Premises to Tenant as soon as reasonably possible thereafter. Tenant’s Rent obligation shall abate until the date the Premises is delivered. If the Term of the Lease is month-to-month, this Lease shall automatically renew on a monthly basis and upon the same terms and conditions contained herein unless either party sends written notice electing to terminate the Lease in accordance with South Dakota law.

4. **RENT.** Tenant agrees to pay Rent to Landlord on the first day of each month at the address of South Dakota Achieve 4100 S. Western Ave. Sioux Falls, SD, 57105, or at such other place as the Landlord may designate from time to time. Late payments result in a charge of \$25.00 if payments are not made by 5:00 pm on the 5th day of the month, and a \$5.00 per day late fee will be assessed for any amounts that are not paid after the 5th day of the month, continuing until all rent payments are paid in full. Rent is subject to an annual increase, which will be communicated in writing by January 1st of each year. Tenant’s obligation to pay the rentals required hereunder shall be independent of any obligations or covenants of Landlord, and all rentals shall be paid to Landlord without any set-off or deduction whatsoever. Landlord agrees that if Tenant timely pays the rent and performs all other obligations in this Lease, Landlord will not interfere with the peaceful use and enjoyment of the Premises.

5. **UTILITIES.** The amount of \$50.00 from Tenant’s monthly rent payment will be attributed to the following utilities: water, sewer, garbage, electric, telephone, gas, lawn care, and snow removal. This amount may be adjusted depending on monthly utility rates. Tenant shall be responsible for the cost of all other utilities supplied to the Premises.

6. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord a Security Deposit, in the amount described in Section 1 above, as security for Tenant’s performance during the Term of this Lease. Upon prior approval from Landlord, Tenant’s delivery of the Security Deposit may be spread out over time, not to exceed three (3) months from the date of execution of this Lease. The Security Deposit will be refunded, subject to allowable deductions, in accordance with South Dakota law.

7. **NUMBER OF OCCUPANTS.** Tenant agrees that the Premises shall be occupied by no more than one person per bedroom of the Premises unless Landlord gives prior written consent to Tenant. Each of the Tenants listed on this Lease shall be jointly and severally liable for each provision.

8. **CONDITION AND USE OF PREMISES.** Tenant has inspected the Premises and agrees it is acceptable for tenancy in its "AS IS" condition, including the grounds, buildings, equipment, and improvements, and all the preceding are in good order, repair, and are in a safe, clean, and tenantable condition at the time of execution of this Lease. Landlord and Tenant agree that a copy of the "Joint Inspection" attached hereto as **Exhibit A** reflects the condition of the Premises at the commencement of Tenant's occupancy. Tenant shall use the Premises only for a private residence and no other purpose without Landlord's prior written consent. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities. Tenant acknowledges and agrees to the following regarding the Premises:

- A. No cars shall be parked in the yard, no signs shall be placed upon the Premises, and no painting shall be done without the Landlord's prior written consent.
- B. **No smoking allowed** in the Premises (including the garage) by Tenant, Tenant's family, agents, guests, or visitors. A single violation shall be considered a material breach of this Lease.
- C. Tenant shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.
- D. The use, possession, distribution, or sale of illegal drugs on the Premises is strictly prohibited. Any such activity shall constitute a material and immediate breach of this Lease and grounds for immediate termination.
- E. Tenant agrees not to engage in any aggressive or violent behavior towards staff, other residents, or visitors. Such behavior includes but is not limited to physical attacks, threats of violence, or engaging in actions that threaten the safety of others. Any reported and verified incident of such behavior will be considered a material breach of this Lease and may result in termination of the Lease.

9. **RULES AND REGULATIONS; COMMON AREAS.** Landlord reserves the right to issue reasonable Rules and Regulations for the safe and efficient use of the Premises. In addition to the requirements of this Lease, Tenant agrees to accept and be bound by all such Rules and Regulations set forth on **Exhibit B** attached hereto, as amended by Landlord from time to time. Such Rules and Regulations provided to Tenant, as amended from time to time, shall be consistent with the provisions of this Lease and may include (without limitation) rules governing noise violations, parking, mail pickup, common areas, etc. If applicable, common areas or spaces may be included for the use and enjoyment of Tenant and Tenant's visitors or guests. Tenant and Tenant's visitors or guests will be expected to comply with all rules and regulations applicable to any such common areas and may be found in violation or breach of the Lease if it is determined otherwise.

10. **ALTERATIONS AND IMPROVEMENTS.** During the Term of this Lease or any extension thereof, Tenant may not make any alterations, additions, or improvements to the residence unless Tenant first obtains the prior written consent from Landlord. Unless otherwise provided by a separate written agreement between Landlord and Tenant, any alterations, additions, or improvements shall remain with the Premises upon the expiration or earlier termination of this Lease and become the sole property of Landlord.

11. MAINTENANCE AND REPAIR. Landlord will maintain the Premises, make all repairs, and do whatever is reasonably necessary to keep them in a habitable condition in accordance with South Dakota law. Upon notice from Tenant of any damage, defect, or destruction that Landlord is responsible for maintaining or repairing, Landlord shall use reasonable efforts to provide maintenance, repair, or replace the same. Tenant agrees to keep the Premises clean and in good repair, and will not use the Premises in any way that violates applicable building or housing codes. Any damages caused by the Tenant or others allowed inside will be repaired at the Tenant's sole expense; provided, however, that Tenant shall not be held liable or responsible for damage that is determined to be the result of normal wear and tear.

12. ANIMALS. Tenant shall not be permitted to keep animals or pets at the Premises without prior written consent from Landlord. If Landlord consents to Tenant keeping an animal or pet, Tenant shall at all times be responsible for actions of animals or pets. Tenant agrees to abide by the pet rules and policies set forth by Landlord when entering into this Lease.

13. RIGHT OF INSPECTION. Tenant agrees that Landlord may enter the Premises at any time without notice in cases of emergency. Landlord may also enter the Premises at reasonable times and with reasonable notice of not less than 24 hours to inspect its condition and/or to make necessary repairs. During the final thirty (30) days of the Term (including renewals or extensions thereof), Landlord may display signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants.

14. SEARCHES OF PREMISES. To protect the safety, health, and security of all Tenants and the integrity of the property, the Landlord reserves the right to conduct a search of the Premises or request law enforcement to do so if there is reasonable suspicion of illegal drug activity or violation of any applicable laws on the Premises. Any search conducted will be in accordance with applicable law, and the Tenant will be provided notice, except in cases where immediate action is necessary to prevent harm or illegal activity.

15. SURRENDER OF PREMISES; HOLDOVER BY TENANT. At the expiration of the Term of this Lease, Tenant shall surrender the Premises to Landlord in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted. Should Tenant remain in possession of the Premises without the prior written consent of Landlord after the expiration of the Term of this Lease, Tenant shall be deemed to occupy the Premises on a month-to-month basis in accordance with South Dakota law.

16. ABANDONMENT. Tenant shall remain in possession of the Premises throughout the entire Term. If Tenant vacates the Premises prior to the end of the Term without Landlord's prior written consent, Tenant shall be responsible for all rents and other fees required under this Lease as if Tenant was still in possession of the Premises and fulfilling its obligations hereunder.

17. ASSIGNMENT AND SUBLETTING. Tenant agrees not to assign or sublet the Premises, or any part of it, without first obtaining written consent from Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

18. DEFAULT AND EVICTION. Upon mutual agreement of the parties or default by Tenant, this Lease may be terminated; provided, however, that Landlord's rights to recover from Tenant all rents, fees, charges, payments, damages, or repairs, due up to the time of such termination shall remain. Landlord reserves all rights to seek to evict Tenant for violating any provision of this Lease or South Dakota law applicable to the rental of residential property. Any eviction actions shall comply with SDCL Ch. 21-16. To the extent applicable, termination of Tenant's services in accordance with ARSD 46:11:08:05 and ARSD 44:70:09:14 shall be considered a material breach, and this Lease may be terminated by Landlord.

19. INSURANCE; TENANT'S PERSONAL PROPERTY . Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's personal property, nor shall Landlord be responsible for any loss of Tenant's property. Landlord recommends that Tenant acquire renter's insurance to protect their personal property.

20. DAMAGE TO PREMISES. If the Premises, or any part of the Premises, is damaged by fire or other casualty not due to negligence or willful act by Tenant, Tenant's family, agents, guests, or visitors, there shall be a reduction of rent corresponding with the time during which, and the extent to which, the Premises is untenantable. If Landlord shall decide not to rebuild or repair the same, the Term of this Lease shall end and the rent shall be prorated up to the time of such damage.

21. LIMITATION OF DAMAGES. Any provision herein to the contrary notwithstanding, in no event shall Landlord be liable to Tenant for indirect, incidental, consequential, or punitive damages arising from the breach of this Lease, and Landlord shall not be responsible for damages caused by Tenant, other Tenants, or circumstances beyond the control of Landlord. For any claim arising out of or relating to this Lease, the monetary liability of Landlord to Tenant shall be limited to the amount paid by Tenant.

22. ENTIRE AGREEMENT; GOVERNING LAW. This writing constitutes the entire agreement of the parties. This Lease shall be governed by and construed in accordance with South Dakota law without regard to the conflict of law principles. The parties hereto irrevocably consent to the jurisdiction of the South Dakota courts.

23. SEVERABILITY. If any provision of this Lease is deemed unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Lease will remain in full force and effect.

24. COSTS AND ATTORNEY FEES. Tenant agrees to pay Landlord's reasonable attorney's fees and costs incurred by Landlord in any action enforcing the terms of this Lease.

25. AMENDMENT AND WAIVER. Any term of this Lease may be amended only by a written agreement signed by both Landlord and Tenant, and no waiver shall be effective against the other party unless evidenced by a signed writing.

26. NOTICES. Any notice required or otherwise given under this Lease shall be in writing, hand-delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of rent.

27. INDEMNIFICATION. Tenant will hold Landlord harmless and shall indemnify Landlord from any liability of any kind or character arising out of Tenant's use and occupation of the Premises, or anyone claiming under Tenant, including but not limited to reasonable attorney's fees for any litigation in which Landlord is made a party, or threatened to be made a party, which arises out of Tenant's use or occupation of the Premises.

28. SECURITY. Landlord and Tenant agree and acknowledge that Landlord shall have no obligation to provide any security or security services about the Premises but may choose to do so in its sole discretion. Landlord does not make any representations or warranties regarding the condition, operation, or maintenance of any security cameras and shall have no obligation to maintain any security cameras or provide designated security service with respect to the Premises.

[SIGNATURE PAGE TO FOLLOW]

**THIS IS A LEGALLY BINDING AGREEMENT.
IF YOU DO NOT UNDERSTAND THIS AGREEMENT, YOU SHOULD SEEK COMPETENT
LEGAL ADVICE.**

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

TENANT(S):

Tenant Signature

Date

Print Name

LANDLORD
SOUTH DAKOTA ACHIEVE

By: _____
Its: _____

Date

EXHIBIT A

[Placeholder for Joint Inspection]

EXHIBIT B

[Placeholder for Rules and Regulations]