

## RENTAL AGREEMENT

BY THIS AGREEMENT, made and entered into on the 1st day of February, 2017, between Wildwood Development, L.L.C. a/k/a Sprucewood Apartments of 106 S. Main Ave., Oacoma, South Dakota 57365 herein referred to as Landlord and \_\_\_\_\_ whose address is Apt. # \_\_\_\_\_ at 106 N. Main Avenue, Oacoma, South Dakota 57365 herein referred to as Tenant.

Landlord leases to Tenant the premises situated at Apartment No. \_\_\_\_\_, 106 N. S. Main Avenue in the City of Oacoma, Lyman County, State of South Dakota, together with all appurtenances, for a term of One (1) Year to commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### I. RENT

Tenant agrees to pay without demand, to the Landlord as rent for the demised premises the sum of \_\_\_\_\_ per month in advance on the 1<sup>st</sup> day of each calendar month beginning \_\_\_\_\_ and payable directly to Wildwood Development, L.L.C. at 708 Emmett Ave., Oacoma, South Dakota 57365, unless otherwise directed. If a lease payment is not made by the 5th day of the month than a \$50.00 late charge will be due with an additional \$25.00 for each 15 days late thereafter. Rent may change upon 30 days notice in writing. Any court costs incurred for the collection of rent or due to eviction, shall be paid by the Tenant.

### II. SECURITY DEPOSIT

On execution of this lease, Tenant deposits with Landlord an additional amount of **(\$600.00), six hundred dollars as a deposit**, receipt of which is acknowledged by Landlord, as security for the faithful performance by Tenant of the terms hereof, to be returned by Landlord, without interest, on the full and faithful performance by Tenant of the provisions hereof. Tenant acknowledges that deductions from the deposit can be made for damages, cleaning or other failures of the Tenant to perform as required by this agreement. The security deposit is not an advance payment of rent and may not be used for the rent for the last month of occupancy.

Tenant agrees to accept the unit in the condition it now is. Tenant shall provide Landlord within ten days of occupancy of the unit a signed statement concerning the condition of the apartment, which shall be used at the time the Tenant leaves the apartment for the assessment of any damages. Failure to provide such signed statement of conditions shall waive Tenant's rights to challenge any of the charges against the security deposit.

Items Tenant will be charged for if they are damaged during Tenant's possession of the property include but are not limited to broken windows, torn screens, damage to exterior siding, damage to interior walls, stool and drains plugged in the rental unit, burns in the carpet, burns in the countertops, damage to exterior concrete, damage to interior flooring, damage to interior and exterior doors, appliance damage, broken water fixtures, damage to cupboards, damage to kitchen or bathroom fixtures and cleaning costs incurred after the Tenant vacates the premise. Landlord will also have the carpets professionally cleaned at the end of the lease and deduct the cost from the security deposit.

**FORFEITURE OF THE SECURITY DEPOSIT WILL BE IMPOSED FOR ANY BREACH OF THE LEASE. The security deposit may not be applied by the Tenant towards the last months' rent or for BREACH OF THE TERM OF THE LEASE**

## II. QUIET ENJOYMENT

Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term. Tenant hereby agrees to quietly and peacefully use the premises.

## IV. USE OF PREMISES

The demised premises shall be used and occupied by the Tenant exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence.

## V. CONDITION OF PREMISES

Tenant stipulates that they have examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in safe, clean and tenable condition.

## VI. ASSIGNMENT & SUBLETTING

Tenant shall not assign this lease or sublet or grant any concession or license to use the premises or any part thereof.

## VII. ALTERATIONS & IMPROVEMENTS

Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of the Landlord. All alterations, changes and improvements built, constructed or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the Landlord and Tenant, be the property of the Landlord and remain on the demised premises at the expiration or termination of the lease.

## VIII. DAMAGE TO PREMISES

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of a Tenant's employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of Tenant's employee, family, agent or visitor to the extent that Landlord shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be pro-rated up to the time of the damage.

## IX. REPAIRS

If there are any repairs to the interior premises which are necessary and which cost less than \$50.00, those repairs shall be the responsibility of the Tenant. Any repairs over and above that amount, the Tenant shall pay the first \$50.00 and all other amounts shall be the responsibility of the Landlord. Tenant shall notify the Landlord promptly of any need for repairs on the apartment that exceed \$50.00, and of any known unsafe

conditions that may lead to injury or damage. If the Landlord shall make any repairs that are the Tenant's responsibility, Tenant agrees to pay any reasonable charges for such repairs. Tenant is also responsible for replacing any burned out light bulbs after their initial occupancy of the premises.

#### X. MAINTENANCE & REPAIR

Tenant will, at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition, during the term of this lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the apartment or on or about the leased premises in good order; and, at Tenant's sole expense, shall make all required repairs, whenever damage shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor.

#### XI. PETS

**Please refer to Wildwood Development Pet Policy**

#### XII. RIGHT OF INSPECTION

Landlord and it's agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purposes of inspecting the premises and all building and improvements thereon or for repairs.

#### XIII. SUBORDINATION OF LEASE

This lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Tenant including all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances and any and all renewals or extensions of such liens or encumbrances.

#### XIV. HOLDOVER BY LESSEE

Should any Tenant remain in possession of the demised premises with the written consent of Landlord after the natural expiration of this lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof: but shall be terminable on 30 days written notice served by either Landlord or Tenant on the other party.

If Tenant fails to give 30 days notice in writing of Tenant's intent to vacate the apartment, Tenant **will** lose all of their security deposit and be liable for the next month's rent in full. **The security deposit may not be applied by the Tenant towards the last months' rent or for breach of the term of the lease.**

#### XV. SURRENDER OF PREMISES

At the expiration of any lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

#### XVI. DEFAULT

If any default is made in the payment of rent, or any part thereof: at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof: the lease, at the option of the Landlord, shall terminate and be forfeited, and all prior payments of any type shall be forfeited, and Landlord may re-enter the premises and remove all persons there from. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

#### XVII. ABANDONMENT

If at any time during the term of this lease, Tenant abandons the demised premises or any part thereof, the Landlord may, at his option, enter the demised premises by any means without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relent the demised premises, or any part thereof, for the whole or any part of the then un-expired term, and may receive and collect all rent payable by virtue of such relenting, and, at Tenant's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the un-expired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such relenting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then the Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

#### XVIII. OCCUPANTS

The lease of this property is upon the express condition that no more than one ( 1 ) person reside on the premises unless written permission from the Landlord is obtained.

#### XIX. KEYS

Key(s) will be issued one set per tenant. If key(s) are lost, stolen, or given out to unauthorized person(s) without written permission of Landlord, Tenant agrees to reimburse owner for lock changes.

#### XX. UTILITIES

Tenant shall be responsible for electricity, telephone, cable TV service, internet (wireless internet) services and other utilities not provided by Landlord. Tenant shall pay any deposits and any amounts due for such utilities.

#### XXI. GARBAGE SERVICE

No garbage shall be burned on the premises. Plastic liners will be used to contain all garbage and no trash or garbage shall be left in paper bags or boxes. Tenant shall keep the area around the garbage containers as clean as possible.

#### XXII. PARKING

Tenant shall park in the designated areas. No junk cars or car repairs shall be allowed in the parking area.

No parking shall be allowed under any circumstances on the lawn.

### XXIII. QUIET ENJOYMENT

Apartment doors shall be kept close in consideration of other tenants. An effort shall be made at all times to be considerate to other tenants, particularly with regard to loud television, stereos, or conversation, especially after 10:00 P.M. or before 7:00 A.M. Tenant, members of their household, and visitors shall comply with all laws and city ordinances effecting the use or occupancy of the premises. Tenant shall not conduct nor permit loud parties or noisy activities in the dwelling or in any manner create any disturbance, which shall cause annoyance, or disturbance to others in the building or community.

### XXIV. PERSONAL PROPERTY

Tenant acknowledges that Landlord and their representatives and employees are not insurers for or guarantors of Tenant's personal safety or security. Landlord represents and Tenant acknowledges that neither Landlord nor their representatives and employees are equipped or trained to provide personal security services to Tenant, its family members or invitees. Tenant recognizes that no security device or measure on the property is fail-safe or designed to provide Tenant with personal security of any type whatsoever. Tenant represents it will not rely upon any security measures taken by Landlord, including any alarm system, for Tenant's personal security, and Tenant will call the local law enforcement authorities in the event of any security needs and will call 911 or any other applicable emergency number in the event of an emergency. As soon as circumstances permit, Tenant will notify the Property Manager of any call by Tenant to law enforcement authorities or to 911, and disclose the fact and circumstances that prompted such a call.

Landlord, their representatives and employees are not insurers of Tenant's personal property. **Tenant agrees to purchase a renters insurance policy to protect their personal property and insuring claims for personal injury.** Landlord shall be listed as an additional insured during the entire term of the Rental Agreement. Landlord is not responsible, and will not provide theft, fire, casualty, or other insurance for the personal property or injury of Tenant. **WILDWOOD DEVELOPMENT L.L.C. NEEDS TO BE LISTED AS AN ADDITIONAL INSURED.**

The provisions of paragraph XXIV shall apply equally to Tenant, their family members, dependents, guests, and invitees.

### XXV. MEGAN'S LAW DISCLOSURE

State law requires that all persons who plead guilty or have been found guilty of a sex crime must register with the Chief of Police in the city in which the person resides, or the Sheriff of the county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff.

### XXVI. TERMINATION BY LANDLORD

Landlord shall have the right upon thirty-days (30 days) written notice to terminate this lease with or without cause, regardless of any other terms set out in this lease.

### XXVII. BINDING EFFECT

If there is more than one Tenant to this lease each of the Tenants to this lease shall be jointly and severally liable for any and all terms of this lease and it is the intent of the parties that if any of the Tenants retain possession of the property, they shall be responsible for all the terms of the lease including all amounts due under the lease without reducing or changing the rights of the Landlord to request from other Tenants any

amounts due or fulfillment of any of the duties under this lease. .

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**FORFEITURE OF THE SECURITY DEPOSIT: Forfeiture of the security deposit will be imposed for any breach of the Lease. The security deposit may not be applied by the Tenant towards the last months' rent or for BREACH OF THE TERM OF THE LEASE.**

**APARTMENTS ARE ALL NON-SMOKING, AND IF YOU SMOKE OUTSIDE ALL CIGARETTE BUTTS AND PACKAGING NEED TO BE DISPOSED OF PROPERLY AND SAFELY.**

IN WITNESS WHEREOF, the parties have executed this lease at Oacoma, Lyman County, South Dakota, the day and year first above written.

*WILDWOOD DEVELOPMENT, LLC.*

\_\_\_\_\_  
Authorized Signature,

AGENT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

Cell# \_\_\_\_\_ GARAGE CODE \_\_\_\_\_

Cell# \_\_\_\_\_