

SOUTH DAKOTA ROOM RENTAL AGREEMENT

1. **Name of all parties.** This room rental agreement is made on _____ by and between:

Tenant: _____

Landlord: _____

2. **Property Details.**

Address (City, State, Zip): _____

of Bedrooms: _____

of Bathrooms: _____

Common Areas: _____

Private Areas: _____

Description of the specific room being rented: _____

3. **Term of Agreement.**

This agreement shall be considered a (check one):

☐ Fixed lease starting on _____ and ending on _____

☐ Month-to-month lease starting on _____ and ending upon notice of _____ days from one party to the other.

4. **Rent.**

The renter will pay \$_____ on the (check one):

☐ _____ of each week

☐ _____ of each month

☐ Other: _____

The renter will pay rent to the landlord in the following manner (check one):

- ☐ Cash
- ☐ Check
- ☐ ACH Deposit
- ☐ Payment App: _____

If rent is not paid by the renter to the landlord on the agreed-upon due date (check one):

- ☐ A late fee of \$ _____ will be applied after rent is more than _____ day(s) late.

A late fee is calculated as (check one):

- ☐ A one-time penalty per occurrence
- ☐ Each day rent is late
- ☐ No late fee of any kind shall be applied to the rent.

5. Security Deposit.

A security deposit is (check one):

- ☐ Not required
- ☐ Required in the amount equal to \$ _____

The security deposit will be held by the landlord for the assurance that the renter(s) will abide by the terms and conditions of this agreement. Payment of the security deposit is due upon signing of this agreement and will not be credited toward rent whatsoever.

The security deposit will be returned to the renter(s) within _____ days after the end of the terms, less any itemized deductions which will be shared with the renter. The renter is responsible for providing the landlord their forwarding address upon move-out.

6. Renter's Insurance.

The renter is (check one):

- ☐ Required to purchase renter's insurance for the duration of the agreement.
- ☐ Not required to purchase renter's insurance.

7. Utilities.

The monthly rent (choose one):

- ☐ Does not include utilities. The renter(s) agree(s) to pay the following in addition to the monthly rent. _____

- ☐ Does include utilities.

8. Owner's Entry.

The renter is expected to keep their room safe, sanitary, and clean. The landlord may enter the room for an inspection with _____ hours' notice.

9. Parking.

The parking is as follows: _____

10. Smoking, Alcohol, and Drugs.

- ☐ Allowed with the following provisions: _____

- ☐ Not allowed.

11. Overnight Guests.

The renter is (check one):

- ☐ Allowed overnight guests with the following provisions: _____
- ☐ Not allowed overnight guests.

12. Subleasing.

The renter is (check one):

- ☐ Allowed to sublease to another tenant with the following provisions:

- ☐ Not allowed to sublease.

13. Use of Common Areas.

The renter is granted access to the following common areas with the accompanying provisions:

- ☐ Kitchen _____

- ☐ Living Room _____

- ☐ Dining Room _____

- ☐ Backyard _____

- ☐ Other _____

14. Pets.

The renter is (check one):

- ☐ Allowed to have pets with the following provisions:

- ☐ One-time pet deposit of \$ _____

This fee is:

- ☐ Refundable with security deposit

- ☐ Non-refundable

- ☐ Not required to pay a pet deposit.

- ☐ Not allowed to have pets.

15. Governing Law.

This agreement shall be governed under the laws in the state of: _____.

16. Other Provisions.

Insert additional provisions such as quiet hours, restrictions of personal possessions (e.g. water beds), etc.

17. Signatures.

This agreement contains all the terms and conditions related to the room rental agreement. By signing, all parties agree to the terms and conditions, which apply until the end of the established term.

Landlord Signature: _____ Date: _____

Printed Name: _____

Tenant Signature: _____ Date: _____

Printed Name: _____

Tenant Signature: _____ Date: _____

Printed Name: _____