

Stolen Kiss Apartments

THIS LEASE AGREEMENT (Lease) became effective *DATE*. The parties are, Wykota Properties, LLC, 1021 Meade Street, Whitewood, SD 57793 (Landlord) its heirs or assigns
TENANT NAME (Tenant).

The Landlord has the legal authority to Lease 1021 Meade Street, Whitewood, South Dakota, 57793, Apartment # (Apartment).

Landlord wishes to lease Apartment # to Tenant under the terms of this Lease; and
Tenant wishes to lease the Apartment and is willing to abide by the terms of this Lease;

Both parties agree as follows:

1. **TERM.** The Lease shall be in effect for 12 months beginning on *DATE* and ending at 12 o'clock midnight on *DATE*.
2. **RENT.** The total monthly rent for the Apartment during the Lease period is ONE THOUSAND AND TWO HUNDRED DOLLARS (\$1200.00) payable on the 1st day of each month. Tenant agrees to make each rent and any late payment by depositing the funds into Landlord's bank account # 7353 at any Wells Fargo Bank or VENMO Transfer. Tenant agrees to make the deposit on time each month without receiving an invoice from the Landlord. The date of the deposit shall be considered the date on which the rent was paid.
3. **DAMAGE/CLEANING DEPOSIT.** Tenant has tendered One Thousand Dollars (\$1000.00) to Landlord to be used by Landlord to repair any damage that Tenant, Tenant's animals or Tenant's guests cause to the Apartment, the building or any other property belonging to Landlord which Tenant has not repaired as described in this Lease or any unpaid late fees as described in this Lease. In the event Tenant vacates the Apartment and it is not as clean as when Tenant moved into the Apartment Landlord will use any unused portion of the Deposit to have the Apartment professionally cleaned. The balance of any unused deposit will be returned to the Tenant within 30 days of the Tenant vacating the Apartment. In the event that Tenant terminates the lease prior to the date shown in Section 1 of this Lease, for any reason, Tenant forfeits the Damage Deposit.
4. **UTILITIES.** Landlord provides fiber optic high speed wireless Internet and household trash removal. Natural gas service is provided by Montana Dakota Utilities (MDU), electrical service is provided by Black Hills Power (BHP) and water and sewer are provided by the City of Whitewood and billed directly to Tenant. Tenant shall contact MDU, BHP and the City to establish service.
5. **USE OF APARTMENT.** The Apartment shall be used and occupied only by Tenant and used exclusively as a single family dwelling. The Apartment may not be used to operate a business. Tenant shall not allow any other person, not named in this Lease or animals to use or occupy the Apartment for more than 5 consecutive days, without prior written permission from Landlord. Tenant shall ensure that Tenant and its guests comply with this Lease and all laws, Acts, ordinances and rules of any governmental or quasi-governmental authority.
6. **CONDITION OF APARTMENT.** Tenant has examined the Apartment, and agrees that it is in safe, clean and livable condition and that all electrical and plumbing fixtures and appliances are in good working order.

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7. **ANIMALS.** Tenant may keep one dog listed in this Lease, assuming that it is friendly toward people and other pets. Landlord waives his right to collect a separate pet damage deposit. If at any time Landlord determines, in his exclusive judgement, that any animal residing in the Apartment is not friendly toward people or other pets, Landlord may, at Landlord's sole discretion require that the animal be removed from the building within 5 days. Tenant agrees to abide by Landlord's judgement and to remove the animal within 5 days.
8. **NOISE.** The right of each tenant to live in a quiet and peaceful building is important to Tenant and Landlord. Tenant agrees that any noise coming from his/her Apartment which can be heard outside of the Apartment is considered excessive and Tenant agrees to prevent such noise regardless of the source.
9. **SMOKING** Smoking, of any tobacco products, inside the building and Apartment is prohibited.
10. **FIRE SUPPRESSION SYSTEM.** Each Apartment is equipped with a fire suppression system. Tenant agrees not to tamper with, destroy or activate the system and understands that he/she is responsible for any damage caused if the system is activated as a result of Tenant's conduct.
11. **PARKING.** Landlord has designated an off street parking pad, which is generally large enough to park 2 cars, in the paved parking lot behind the building. Tenant may park currently registered vehicles, which Tenant owns, in the lot.
12. **RENTER'S INSURANCE.** Landlord has insurance coverage on the building. Landlord does not have insurance to protect Tenant's personal property. Tenant is required to obtain an insurance policy to cover his/her property in the event it is damaged.
13. **ASSIGNMENT AND OR SUB-LETTING.** Tenant shall not assign or sub-let the Apartment.
14. **ALTERATIONS AND IMPROVEMENTS.** With the exception of small nails or screws to hang pictures or window treatments, the Tenant shall make no alterations to the Apartment without the prior written permission of the Landlord.
15. **MINOR REPAIRS.** Tenant shall be responsible for minor repairs to the Apartment which cost less than One Hundred Dollars (\$100.00). Examples might be a loose or broken door knob, a leaky faucet, or a cabinet door hinge that requires tightening or toilet that has backed up. Tenant agrees to make all such repairs within one week of noticing the damage.
16. **LATE RENT PAYMENTS.** In the event that Tenant does not make the rent payment on the 1st day of the month, as provided in this Lease, Tenant agrees to pay a late fee of Twenty Five Dollars (\$25.00) per day from the 3rd day of the month up to and including the day the payment is made. Any late fee that is not paid prior to termination of this Lease, the late fee shall be deducted from the Tenant's Damage Deposit.
17. **HAZARDOUS MATERIALS.** Tenant shall not keep, in the Apartment, any dangerous, flammable or explosive material that might increase the danger of fire or explosion or that a reasonable insurance company would consider dangerous or hazardous.

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18. **AIR CONDITIONING FILTERS.** Landlord will change air conditioning filters generally every 2 months. Landlord will notify the Tenant in advance of his intention to change the filters.
19. **COMMON AREA.** The yard, deck and barbecue area adjacent to the building are available for use by all tenants of Stolen Kiss Apartments and their guests. Charcoal barbecue grills, gas grills and other open cooking devices must be at least 10 feet from the building. Tenant agrees to IMMEDIATELY clean up after use by himself, herself, Tenant's animals or guests.
20. **MAINTENANCE.** Tenant agrees to maintain the Apartment in good and sanitary condition. Tenant agrees to repair any damage to the Apartment which was caused by Tenant or Tenant's guests within one week after the Apartment is damaged. Tenant also agrees:
- (a) not to obstruct the driveways, sidewalks, courts, entry ways, stairs or halls;
 - (b) to keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; (c) not to obstruct or cover the windows or doors with any material which is not designed for that purpose; (d) not to leave windows or doors in an open position during any inclement weather;
 - (e) not to hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area;
 - (f) not to cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) to not obstruct air conditioning vents and cold air returns and to keep all air conditioning filters clean and free from dirt;
 - (h) to keep all lavatories, sinks, toilets, and other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall **only** allow human waste to be deposited in toilets and agrees to pay all damages related to the removal and repair of fixtures as a result of any other item being deposited in any toilet;
 - (k) to prevent all Tenant's trash, garbage, rubbish or refuse to stand on the exterior of the building or within the common area;
20. **INSPECTION OF Apartment.** Landlord shall have the right at all reasonable times to enter to the Apartment to conduct inspections; make repairs, additions or alterations.
21. **TENANT'S HOLD OVER.** This section pertains only to Tenant's who's Lease has expired; have not signed a new Lease and who have not vacated their apartment on the date their Lease expired. If Tenant remains in the Apartment after this Lease expires, Tenant agrees to comply with all of the terms and conditions of this Lease except that the rent will increase to One Hundred and Fifty percent (150%) of the monthly rent shown in this Lease. Either party may terminate Tenant's hold-over occupancy by serving a written document, giving a thirty (30) day notice.
22. **SURRENDER OF APARTMENT.** When this Lease expires the Tenant shall surrender the Apartment in as good a state and condition as it was at the beginning of the Lease, with the exception of normal and reasonable wear and tear.

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23. **EARLY TERMINATION.** In the event that, for any reason, Tenant chooses to terminate this Lease before its date of expiration as shown in Section 1, Term (above), Tenant agrees to pay Landlord an amount equal to half (1/2) of the remaining rent; forfeit his/her Damage/Cleaning Deposit to Landlord; and leave the apartment in as clean and repair free a condition as when he/she moved into the apartment. In the event the apartment is not clean or is in need of any repairs, Tenant agrees to pay, in a timely manner, any service technician that Landlord hires to clean or make such repairs.

24. **QUIET ENJOYMENT.** Assuming timely payment of all Rent and compliance with all other sections of this Lease, the Tenant shall and may peacefully and quietly enjoy the Apartment for the term of this Lease.

25. **DAMAGE TO APARTMENT.** In the event the building is destroyed or cannot be occupied for a reason not caused by the negligence of Tenant, this Lease shall terminate, except for the purpose of enforcing rights that may belong to either Party. The rent payments already made by Tenant will be prorated from and any amount paid in excess will be refunded to the Tenant.

26. **ABANDONMENT.** If during the term of this Lease, Tenant abandons the Apartment, Landlord has the right to obtain possession of the Apartment in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind. Landlord may re-let the Apartment for the unexpired term of this Lease. Landlord shall receive and collect all rent from re-letting, the Apartment and no portion of the funds collected will be shared with the Tenant. In the event that Landlord rents the Apartment for less than the rent charged to the Tenant, then the Tenant will be responsible for paying the Landlord the difference each month until this Lease expires. If Tenant abandons the Apartment all personal property found within the Apartment or on Landlord's property shall also be considered abandoned and immediately become the personal property of Landlord without further action of any type. 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.

27. **ATTORNEYS' FEES.** Should it become necessary for Landlord to enforce this Lease, Tenant shall pay all costs and expenses incurred in the enforcement action, including court costs, reasonable attorneys' fees, and the cost of collection.

28. **GOVERNING LAW.** This Lease shall be governed under the Laws of the State of South Dakota.

29. **SEVERABILITY.** If any provision of this Lease becomes invalid or unenforceable, the remainder of the Lease shall remain in full force and effect.

30. **BINDING EFFECT.** The covenants and obligations of this Lease are binding on both the Landlord and Tenant their heirs and assigns.

31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience only and they are not intended to have any effect in determining the rights or obligations of the Landlord or Tenant.

32. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

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33. **NON-WAIVER.** No waiver by Landlord of any section of this shall affect Tenant's duties under the remainder of the Lease.

34. **MODIFICATION.** The parties hereby agree that this document contains the entire Lease between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

35. **NOTICE.** Any notice required under this Lease or under state law shall be deemed sufficiently given or served if sent by mail, email, fax or common carrier to the Parties at the address shown in this Lease.

Landlord Date

Tenant Date

Tenant Date

