

Midwest HOMES

Rental Unit Agreement

1. Between Resident (s)

And owner Midwest Rentals LLC on lot number _____ for use as a private residence only.

2. Initial lease term: The initial term of the lease shall commence on

_____ & end on _____.

3. Other matters affecting lease term: This contract will be automatically renewed on a month to Month basis (beginning with the first day of the month) The tenant is responsible for the entire term of the lease as agreed upon on part 2. of this lease agreement. If the tenant wishes to move out before then end of the lease term they must have a signed agreement with Midwest Rentals LLC stating they can terminate the lease early otherwise they will be obligated to pay each month even if they are not living in the premises until the lease date is ended. If commencement of occupancy of the premises is delayed because of construction or prior resident holding over, owner shall not be liable to resident for such delay and the contract shall remain in force subject to the following conditions: (1) rentals shall be abated on a daily basis during delay, and (2) resident may terminate by giving in writing to owner no later than the third day of the delay, where upon resident shall be entitled only to refund of deposit (s). Such conditions shall not apply to cleaning and repair delays.

4. NOTICE: At lease one full calendar month's written notice of intent to vacate must be given to Owner's representative prior to move out at the end of the above lease term and any renewal or extension period. This means that such notice (often called a "30 day" notice) given June 15, for example would require that rent be paid in full through July 31st. In the case of a lease having been renewed on a month to month basis as set forth in paragraph 3 hereof, notice of rent increase or other modification of terms of the lease shall be given at least 30 days prior to expiration of the month as set forth in SDCL 43-32-13. If the tenant wishes to move out prior to the end of the lease ending date as per line 2. Midwest Rentals LLC or the tenant will need to find another satisfactory tenant to move into the unit.

5. SECURITY DEPOSIT: Resident agrees that security deposit (s) shall be the total sum of \$_____ payable on or before the signing of this contract. Refunds shall be made in accordance with the completion of the attached security deposit checklist at the end of the lease term.

RENTAL AMOUNT: Resident agrees to pay \$_____ per month payable On or before the 1st day of the month without a grace period. Rent paid after 1st day of the month shall be deemed as late; and if rent is not paid by the 5th of the month, resident agrees to pay a late charge of twenty dollars (\$20.00) plus five dollars (\$5.00) per day until paid in full. Resident agrees to pay a \$20.00 charge for each returned check.

6. The prorated rental from the date of move-in on the 1st day of the following month \$_____. The above rental figure is for a single family residence. Resident's right to possession is expressly contingent on the prompt payment of rent, and the use of the premises by resident is obtained only on the condition that rent is paid on time.

All rent and other sums due must be paid in one monthly check rather than multiple checks unless authorized by the property manager.

7. UTILITIES: Owner will furnish the following utilities:_____

Resident shall pay for all other utilities. All utilities shall be used for ordinary household purposes only.

8. THE APARTMENT WILL BE OCCUPIED ONLY BY:_____

After the lease is signed each additional authorized person added will be \$50.00 per month.

9. PETS: Residents will not permit a pet, even temporarily, in the premises unless permission is granted in writing by the Owner's representative. The presence of an unauthorized pet will subject resident to the penalties, damages, deductions, and termination provisions set forth in the security deposit checklist. Residents are limited to two pets if under ten pounds and one pet if over ten pounds. Pets that are over ten pounds require an additional security deposit.

10. SUBLETTING: Subletting, assignment or securing a replacement will be allowed only upon written approval of Owner. Persons who signed on this agreement will be liable for damages and late payments of the sublease provided a new contract is not drawn up.

11. CONDITIONS OF THE PREMISES ON MOVING IN AND MOVING OUT: When moving out, resident agrees to surrender the unit in the same condition as when received, reasonable wear expected. Resident has examined and accepted the apartment, fixtures and/or furniture as is. Resident shall have the right report defects

insurance agents, or to prospective residents.

17. **OWNERS OBLIGATION:** Owner agrees to (a) properly maintain hot water heating, and/or air conditioning equipment; (b) abide by applicable state and local laws regarding repairs; (c) make all reasonable repairs, subject to resident's obligations to pay for damages caused by resident, his family or guests.
18. **DEFAULT BY RESIDENT:** If resident fails to pay rent or other lawful charges when due, or if resident fails to reimburse owner for damages, repairs, plumbing service costs when due, or if resident, his family, guests, or other occupants violate this contract or owner's rules and regulations; applicable state and local laws, or if resident abandons the mobile home or otherwise violates lease; then owner or owner's representative may terminate resident's right of occupancy by giving resident "THREE DAY'S NOTICE IN WRITING". Notice may be by mail or personal delivery to resident's dwelling. Such termination does not release resident from liability for future rentals through the entire lease period or until leased to someone else. Such termination will cause immediate forfeiture of all deposits. If owner prevails in any suit for eviction, unpaid rentals charges or damages, resident shall be liable for court costs and reasonable attorneys fees, and all amounts shall bear interest at 1 ½% per month from the due date until paid in full. Owner may report rental and damage records to credit bureaus for recordation in resident's credit record as permitted according to law.
19. **GENERAL:** Resident agrees to report all water leaks, including faucets, toilets, ceiling, etc., and will be responsible for any damage for failure to immediately report such leaks.
20. **GENERAL:** Resident agrees that any modification to the plumbing including changing showerheads, must be authorized in writing by owner.
21. **GENERAL:** Resident is responsible for any freeze-ups due to thermostat settings below 65 degrees during cold months.
22. **GENERAL:** Resident authorizes owner to disconnect water whenever rent becomes more than 30 days delinquent.
23. **GENERAL:** This contract and any attachments are the entire agreement between the either express or implied. This contract may be modified only in writing signed by both parties. All resident's statements in the rental application were relied upon by the owner in executing this contract and any misinformation therein shall be considered cause for termination by owner of resident's right of occupancy.

In the event of more than one resident, each resident is jointly and severally liable for each provision of this contract. Each of the undersigned states that he is legal age to enter a binding contract for lodging. All obligations hereunder are to be performed in the county where the unit is located. Any cause in this contract or attachment hereto

declared invalid by law shall not terminate or invalidate the remainder of this contract.

24. THIS CONTRACT is executed in multiple copies, one for the resident(s) and one for the owner. A copy of the owner's rules and regulations will be furnished when resident moves in or earlier if requested.

25. SPECIAL PROVISIONS:

THIS IS A BINDING AND LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING.

Tenant Social Security # Date

Phone Number _____

Midwest Homes Representative Date