

**COUNTRY VIEW ESTATES**

2413 Stanton Drive Pierre SD 57501 605/224-8925

This Date	Term Start Date	Term End Date
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LEASE AGREEMENT between

Owner J & N Executive Properties And Occupants \_\_\_\_\_  
 Managers Dave & Connie Johnson \_\_\_\_\_  
PO Box 355 \_\_\_\_\_  
Pierre SD 57501 \_\_\_\_\_

Apt #	Garage #	Security Deposit	First Month Rate
Keys	Mailbox Key		

**Defined Words** All adult persons listed above as Occupants are designated collectively as "Tenant" hereunder. When capitalized, words such as "Owner", "Apartment", "Garage" and "Total Rent" shall refer to those specific items shown above.

**Agreement To Rent** Owner hereby leases to Tenant and Tenant hereby rents from Owner the Apartment (and Garage if applicable) for the stated months to be used exclusively as a private residence by the Occupants and for no other purpose and for no other persons without the Owner's consent. Each Tenant is jointly and severally responsible with all other Tenants for all obligations under this lease. Tenant's possession shall begin on the Lease Start Date and end at Noon on the Lease End Date, provided that if Tenant's initial possessions is delayed because of prior occupant, Rent shall abate on a daily factor basis. Tenant has inspected the Apartment and Garage and accepts them in there current condition.

**Rent Payment** Tenant shall pay the Total Monthly Rent to the Owner, at the above or other designated address, in advance on the first day of each month and without need for demand or billing. Any amount not paid by the 5<sup>th</sup> of the month shall bear a late chare of \$25, plus an additional \$25 after the 10<sup>th</sup> of the month. Tenant shall pay a fee of \$30 for each check returned by Tenants bank for any reason. These charges are not interest, but instead are to compensate the Owner for overhead, time and inconvenience.

**Duties of Owner** Owner shall provide garbage, sewer and water services and shall maintain mechanical and electrical appliances and facilities, the Apartment Building and common areas in reasonable condition according to standards common in the locale for similar properties and shall repair damage or deficiencies not caused by any tenant or Occupant within a reasonable period of time after notice. Provision of locks or other security measures shall not constitute a guarantee of safety or against intrusion. The owner shall have no liability for any personal property.

**Duties of Tenants** Each Tenant shall (1) keep and maintain the Apartment and Garage in a clean reasonable condition unaltered and free of damage (2) use the Apartment, Garage and common areas without disturbance and in a manner respectful of other persons (3) not cause damage to common areas, the Apartment building or any other related property of Owner or other persons (4) be jointly and severally liable for any damage, disturbance or injury caused by any Tenant or person present at the invitation of or because of any Tenant; (5) abide by rules and regulations printed in the Country View Estates Resident Handbook provided to the Tenant with this lease.

**Smoking** Tenant agrees and acknowledges that the property has been designated as a smoke-free living environment and Tenant and members of Tenant's household shall not smoke tobacco products in these areas.

**Pets** No pets will be allowed on the premises. Visiting pets are never allowed on the property.

**Entry/ Inspection** The Owner or its Agent may enter the Apartment at any reasonable time to inspect, make repairs or alterations as needed and, within 30 days prior to the Lease End Date, to exhibit the Apartment for rent.

**Assignment and Subletting** The Premises will be occupied and used only as a private dwelling by all adults and minors listed on the lease. Tenant agrees that no subletting without the prior written consent of the Owner.

Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Owner, which consent shall not be unreasonably withheld. Any assignment or sublease without Owner's written prior consent shall, at Owner's option, terminate this Lease.

**Criminal Activity** The Tenant, any member of the household or guest shall not engage or permit the dwelling unit or facilities to be used for, or facilitate, criminal activity. Criminal activity includes, but not limited to, drug related criminal activity, violence or threats of violence, and unlawful discharge of firearms on or near the development premises. Drug related criminal activities means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Security Deposit** On execution of this Lease, Tenant shall deposit with Owner, in trust, a security deposit as security for the performance of Tenant's obligations under this Lease. Owner may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Owner for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Owner is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

**Notices** Any notices to be given to the Owner shall be in writing at the above address or such address as the Owner designated by notice. Notices to the Tenant shall be at the Apartment address unless Tenant provides notice of another address.

In the case of an Lease having been renewed on a month-to-month basis, notice of rent increase or other modification of terms of the agreement shall be given at least one full calendar month prior to the expiration of the month preceding such charge.

**Notice to Vacate** At least one full calendar month's written notice of intent to vacate must be given to Owner prior to move-out at the end of the Lease term and any renewal or extension period. This means that such notice given June 2nd for example, would require that rent be paid in full through July 31st. A written copy of resident's forwarding address or addresses must be left with Owner. The Premises must be cleaned thoroughly.

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

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**Manager**

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**Tenant's Signature**

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**Co-Tenant's Signature**