

## RENTAL AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, Between TENANT(S)

\_\_\_\_\_ jointly and severally and Owners, DEBLEN INVESTMENTS of 1284 Woodridge Drive, Rapid City, So. Dak. 57701 for the following described premises:

### PROPERTY LOCATION HERE

#### 1.

**LEASE TERM:** The initial term of the lease shall commence on the first day of \_\_\_\_\_ 2009, and end on the \_\_\_\_\_ of \_\_\_\_\_ 2010. This contract will continue on a month-to-month basis unless either written party gives notice of termination at least 30 days before the end of the above lease term or any month-to-month continuance.

#### 2.

**NOTICE:** At least 30 days written notice of intent to vacate must be given to the OWNERS prior to move out at the end of the above lease term and or any renewal or extension period. Rent must be paid in full through the last day of the month following the expiration of the 30-day notice period. The tenant or the heir of the Tenant may terminate this agreement, by giving 30 days written notice in the event of (1). Death of the tenant, (2) Induction into the United States Armed Forces (3). Transfer of the Tenant by the employer to a location outside the county of Pennington. In the event the Tenant occupies the dwelling less than six months, it is agreed the Security Deposit will be forfeited. .

#### 3.

**SECURITY DEPOSIT:** Tenant agrees that the Security Deposit will be the total sum of \_\_\_\_\_, the receipt of which is hereby acknowledged by the Owners. Refunds will be made in accordance with the attached Security Deposit Agreement, which is a part of this contract.

#### 4.

**RENT:** Owners acknowledge receipt of \_\_\_\_\_ prior to the signing of this agreement, which sum represents payment of rent in advance through the \_\_\_\_\_. During the initial term of this agreement, all other rental installments shall be payable at the rate of \_\_\_\_\_ per month, in advance, commencing on the first day \_\_\_\_\_, and on the first day of each month thereafter until termination of this agreement. The rental rate will increase to \_\_\_\_\_, per month during any month-to-month continuance. Checks should be made payable to and mailed to:

#### Mail Check or Money Order to:

DEBLEN INVESTMENTS  
1284 Woodridge Drive,  
Rapid City, S.D. 57701.  
605-341-3404

#### NO CASH PAYMENTS ACCEPTED

#### 5.

**LATE CHARGES and EVICTION:** ALL RENTS ARE DUE AND PAYABLE BY THE FIRST OF EVERY MONTH. The Tenant agrees that the Owner shall collect a late charge of \$100.00 if the rent is not paid in full by the due date. Partial Payments if accepted by the Owner shall not release the tenant from payment of the late charge. The Tenant acknowledges the right of the Owners to refuse to accept rent not paid within ten (10) days of the due date when such late rent payment is not accompanied by the above late charge. If the rents called for above is not received by the tenth (10th) day of the month, the OWNERS shall automatically and immediately have the right to take out a Dispossessory Warrant and have the TENANT, his/her family and possessions evicted from the premises

**TENANT AGREES TO PAY A \$50.00 CHARGE FOR EACH RETURNED CHECK.**

6.

**EVICTIION:** If the rents called for in sections 4 and 5 above is not received by the tenth (10<sup>th</sup>) day of the month, the OWNERS shall automatically and immediately have the right to take out a Disposessory Warrant and have the TENANT, his/her family and possessions evicted from the premises.

7.

**UTILITIES:** The tenant shall pay all charges for electricity and natural gas for the duration of this lease and bear full responsibility for notification of the various utility companies of his/ her occupancy and termination of same. Tenant shall be required to make any advanced deposits for utilities required by the utility companies. Tenant agrees to assume liability for utilities and contact them directly immediately upon possession of the property.

MONTANA DAKOTA UTILITIES..... 341-0564  
BLACK HILLS POWER AND LIGHT ..... 342-0184

8.

**THE RENTAL UNIT WILL BE OCCUPIED BY:** The Tenant **ONLY**. Guests are not permitted for more than 30 days without written authorization in advance of move in.

9.

**NO PETS OR SUBLETTING:** Tenant will not permit a pet, even temporarily unless permissions granted in writing in advance of move -in by the Owners. The presence of a pet will subject Tenant to IMMEDIATE EVICTION as well as the penalties, damages, deductions and termination provisions set forth in the security Deposit Agreement. Subletting, assigning, or securing a replacement will be allowed only upon written permission and approval of the OWNERS. No alterations shall be made therein or thereon without the consent of the Owners.

10.

**TENANT OBLIGATIONS:** The Tenant(s) agree to use said premises as a residence and for no other purpose, and will comply with all laws and ordinances applicable thereto. The Tenant(s) agrees to at all times maintain the premises in a clean and sanitary manner. Tenant(s) also agrees to SHARE responsibility for all yard maintenance and snow removal with the other tenants in the building. Yard maintenance is understood to include regular Lawn Mowing, watering and fertilizer. It is agreed by the Parties that in the event the Tenant fails to perform Lawn care, the Owners will contract to have it done and charge the tenant the entire cost. The tenant agrees to pay any lawn care costs as rent with the next rent installment that is due, or be deemed in default of this agreement. The Tenant(s) shall be responsible for damage, or cost of repairs or service caused by negligence or improper use by tenant(s), family or guests.

11.

**OWNER OBLIGATIONS:** The Owner agrees to deliver the premises, appliances and fixtures in good repair to the Tenant at commencement of this lease. The Owners shall be responsible for major repairs or replacement of appliances or fixtures and for destruction of the premises only if the damage is not caused by the negligence of the Tenant.

12.

**REPAIRS:** The OWNERS will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from the Tenant. The Tenant shall make all necessary repairs to the interior and keep the premises in a safe, clean and sanitary condition. The Tenant shall make contact with all repair or service people and will be responsible for paying the first \$50 of any charge. Tenant may not remodel or paint or structurally change, nor remove any fixture there from without written permission from The OWNERS.

13.

**OWNER WILL NOT BE LIABLE:** for any damages or losses to person or property caused by other residents or other persons. Owner shall not be liable for personal injury or damage or loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, act of God, or other causes whatsoever. Owner strongly recommends that Tenant secure his own Renter's Insurance to protect himself against all of the above occurrences.

14.

**PROPERTY LOSS:** The OWNERS shall not be liable for damage to Tenants property for any type for any reason or cause whatsoever, except where such is due to Owners gross negligence. Tenants acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.

15.

**ACCESS TO THE PREMISES:** The Owners shall have access to the premises or any part thereof at all reasonable hours to examine or show the same, as well as for all purposes necessary to assure performance of the lease.

16.

**REPRESENTATIVES' BOUND:** The terms herein contained shall apply to and by the heirs, executors and legal representative of the parties hereto. Time shall be of the essence of this agreement and waiver of any default shall not constitute a waiver of any other default.

17.

**INTEGRATION:** This lease contains the complete agreement between the parties and may not be altered or modified except in writing signed by the parties. There are no warranties other than contained in this agreement.

18.

**TELEPHONE:** Tenant agrees to maintain telephone service and notify Owners of any changes of the number no later than the first of the month following any change.

19.

**RULES AND REGULATIONS:**

((a) Signs: Tenants shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.

(b) Locks: Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to the Owners of the premises upon termination of the occupancy

(c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.

(d) Radio or television aerials shall not be placed or erected on the roof or exterior.

(e) Parking: Non-operative vehicles are not permitted on premises. The Owners at the expense of the Tenant owning same, may remove such vehicles for storage or public or private sale, at Owners option, and Tenant owning same shall have no right of recourse against Owners therefore.

(f) Storage: No goods or materials of any kind or description, which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Tenants risk and Owners shall not be responsible for any loss or damage.

(g) Walls: no nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.

(h) Guest: Resident shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Owners rules and regulation may be deemed by Owners to be a breach by Tenant.

(i) Noise: All radios, television sets, phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.

(j) **ILLEGAL DRUG ACTIVITY is a breach of this contract and the Tenant will be given immediate notice to vacate the property..**

(k) Tenants Guide: Owners reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Owners shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

OWNERS

DEBLEN INVESTMENTS

1284 WOODRIDGE DRIVE

RAPID CITY, SOUTH DAKOTA 57701

605-341-3404

by:

X \_\_\_\_\_  
Len Weimer

TENANTS

X \_\_\_\_\_ Telephone \_\_\_\_\_

**SECURITY DEPOSIT AGREEMENT**

Amount of Deposit \$ \_\_\_\_\_

Date: \_\_\_\_\_

THIS SECURITY DEPOSIT AGREEMENT SHALL GOVERN REFUND OF THE DEPOSIT AND SHALL APPLY TO RENEWALS AND/OR EXTENSIONS OF THE RENTAL AGREEMENT. THE DEPOSIT WILL BE REFUNDED ONLY AFTER EACH AND ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET AND AFTER THE APPROPRIATE DEDUCTION, IF ANY, HAVE BEEN MADE:

**CONDITIONS FOR REFUND**

**NOTICE:** A 30-day WRITTEN notice must be given of intent to vacate prior to the ending date of the lease term, renewal period or extension period.

**FULL TERM:** The full-term of the rental contract (or any renewal or extension periods) must have ended.

**RENT PAID:** All tenants must be paid in full through the end of the lease term or through the end of the month at time of move-out. TENANT MAY NOT APPLY SECURITY DEPOSIT TO RENT.

**NO HOLDING OVER:** Tenant must not stay beyond the date given as the vacate date.

**FORWARDING ADDRESS:** Tenants forwarding address must be given with the 30-day written notice.

**CLEANING REQUIREMENTS:** The premises, including furniture and Kitchen appliances, must be cleaned thoroughly. All carpeting must be PROFESSIONALLY CLEANED. Exterior areas must be picked up and in orderly condition also. No refund will be made until an inspection has been done.

**DEDUCTIONS FROM SECURITY DEPOSIT:**

**FAILURE TO CLEAN:** If tenant fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted, including charges for cleaning carpets, walls, etc.

**OTHER DEDUCTIONS:** A charge of \$10.00 per Lost or Un-returned Key.

**PET CHARGES:** Pets are not allowed, even temporarily, without permission. If a pet has been kept on the premises, with or without written permission, the tenant will forfeit the security deposit.

**SPECIAL PROVISIONS:** NONE

**OPTIONAL PET AGREEMENT:** In consideration for an additional one time deposit of \$250.00. the Owners consent to the Tenants having one 20 Lb or smaller dog on the premises. The tenants shall accept full responsibility for all potential liability with regard to said cat, and hold the owners in harmless for all matters relating to it. The tenants agree to abide by all local laws for pet ownership and prevent any neighborhood disturbances due to the animal. The tenants shall provide regular pet excrement removal from the yard. In the event the owners are contacted by the authorities or any neighbor with regard to the animal, the Tenants agree to vacate the property with-in 10 days written notice and forfeit any and all security deposits. At the termination of this agreement the Tenants agree to provide for all pet excrement removal from the yard and pay the costs of any damage caused by the animal in excess of the damage deposit.