

BECKER RENTALS
1119 – 4TH Street
BROOKINGS, SD 57006
605-692-7612

This agreement made this ____ day of _____, 20____, by and between Tom and Kay Becker, hereinafter called "Owner" and

hereinafter called "Resident". For and in consideration of the mutual covenants herein, Owner does lease to Resident, and Resident does rent from Owner the apartment/house located at:

TERM: The term of this Apartment Lease shall be _____, 20____ through _____, 20____. Not more than _____ people will occupy this apartment.

RENT AND LATE CHARGE: The Resident agrees to pay to the Owner as rent for the above described premises for and during the term of this lease the sum of \$_____ per month, payable on the 1st day of each month. This rent is for the entire apartment/house, regardless of how the tenants choose to divide it among themselves. A late charge of \$15.00 will be assessed after the fifth of the month and will be due as an additional cost in collecting the rent. When a check is returned due to insufficient funds, the late fee will apply. Rent is payable at 1119 – 4th St, Brookings, SD, 57006.

CONDITION AND SECURITY DEPOSIT: Resident has examined the apartment/house and accepts it "as is," and agrees to keep it in good condition and return it to Owner at the end of the term in the same condition, normal wear and tear expected. The Owner will have the carpet professionally cleaned at expense of Resident. As security of the return of apartment and payment of all rent, each Resident herewith pays to Owner the sum of \$_____ as a security deposit for Resident's performance of the Apartment Lease and against any damages caused to the apartment. The unused portion of the deposit shall be refunded within thirty (30) days from the day the Resident last occupied the Apartment unless estimates and repairs are required. If the Resident breaks the terms of this agreement, the deposit is to be withheld and applied toward damages.

UTILITIES: The Residents shall pay the following utilities serving the apartment/house and the hook up and disconnect of such utilities: electricity, water and wastewater, garbage (BMU 697-8467), natural gas (Northwestern 800-245-6977), telephone and cable TV.

USE AND OCCUPANTS: Resident agrees that the apartment shall be used as the residence for the following persons:

Name

Home Address

Phone

RULES AND REGULATIONS: Resident agrees that Resident and Resident's guests will comply with the following:

1. All Residents and their guests are expected to conduct themselves in a manner befitting respectable living. No loud parties, stereo, radio or television will be allowed that disturb the neighbors. Call the Police if neighbors do not honor requests to quiet down. If the Police are called to the apartment/house for any reason, this would constitute grounds for terminating the lease.
2. No smoking is permitted inside the apartment/house. If smoking is done outside on the premises, cigarette butts cannot be discarded on the grounds. If Owner has to pick up cigarette butts, deposit money will be withheld.
3. Outdoor grills must be kept well away from the siding of the apartment/house.
4. Do not throw trash, including charcoal briquettes, on this or adjoining premises. Any garbage outside the apartment/house must be placed in the proper receptacle.
5. During residency, no dogs, cats or other pets will be kept on said premises nor will pets be allowed to accompany visitors.
6. No upholstered furniture is to be put outside the apartment/house. Attractive lawn furniture may be used and brought inside when snow falls.
7. The Residents are specifically responsible for costs of repairs and service charges resulting from their carelessness in using the refrigerator, range, air conditioner, heating or any of the mechanical equipment, and for drain blockages, such as clogged toilets, sinks and bathtub drains caused by hair, sanitary napkins, paper towels, Kleenex tissues, foreign objects or disposable flush-away diapers.
8. Counter tops and sink tops will burn if hot objects are placed on them. Be careful with hot pans, candles, curling irons, etc.
9. Owner or any other person authorized by Owner may enter the apartment/house at reasonable times to inspect or enforce the lease, make necessary repairs and to show the apartment/house to prospective residents after notice of termination.
10. Please leave the thermostat at 60 degrees during any school break in the winter months to prevent the possibility of broken pipes. Also, open the cabinet doors under the kitchen sink to allow air circulation.
11. Residents are responsible for shoveling sidewalks. Supplies will be provided.
12. There will be working light bulbs in the apartment/house when occupied. No other light bulbs will be furnished during the occupancy time. When premise is vacated, a charge will be made for non-functional bulbs.
13. Resident agrees not to make any alterations to the premises without consent of Owner. Any alterations made by Resident shall remain and be surrendered at termination of the Lease.
14. Resident is prohibited from changing or in any way altering locks installed on the doors of leased premises. One passage key per Resident will be furnished. Additional keys will be made at the expense of Resident and a charge will be made if keys are not returned when vacating the premises.
15. Resident may not sublet the Apartment or assign this Apartment Lease without the consent of Owner.
16. It is the Resident's responsibility to insure his/her personal possessions and it is the Owner's responsibility to insure the building proper. Broken glass is not insured and is the responsibility of whoever caused the breakage.

MANAGEMENT OBLIGATIONS AND RIGHTS: The Owner is not liable for any damage or offset of rent for any temporary interruption to any utility or service provided to the Resident, such as heat, electric power, gas, telephone, hot or cold water, flood water, and heavy rains or snow, or any other services or amenities provided. The Owner is to keep all plumbing, heaters, appliances and mechanical equipment in good operating condition at no extra cost to Resident, unless service is required due to the Resident's neglect or carelessness.

POSSESSION: If Owner is unable to deliver possession of the apartment/house to Resident within seven(7) days of the commencement date to the term, the Resident may cancel and terminate this Lease upon written notice to Owner, whereupon neither party shall have liability to the other, and any sums paid under this Lease shall be refunded. Owner shall not be liable to Resident if unable to deliver possession of the Apartment/House on the commencement date of the term, but if Resident accepts late delivery, the rent shall be reduced on a daily basis to the date of actual possession. The term hereof shall not be extended by such late delivery.

DAMAGE: If the apartment/house shall be partially damaged by fire or otherwise, repairs shall be made as speedily as possible. If in Owner's opinion the apartment/house is damaged so extensively as to render the apartment/house uninhabitable, the rent shall cease until such time as the apartment/house has been repaired. However, if Owner shall decide not to rebuild, then Owner may at Owner's option terminate this Lease by giving Resident notice within a reasonable time of such intent and the Lease shall expire at specified time and Resident shall surrender the Apartment/House to Owner.

CONDEMNATION: If all or any part of the apartment/house shall be taken by any competent authority for any public or quasi-public purpose or use, or a settlement or compromise in lieu thereof be made, this Lease shall cease and terminate from the date when possession of the apartment/house which is taken shall be required. Resident shall have no right to any damages awarded or settlement made.

DEFAULT: If rent or any other sum provided for herein shall be due and unpaid or if there is a default in any of the other agreements contained therein, or if the apartment/house shall be abandoned, deserted or vacated, then Owner shall have the right to re-enter and repossess the Apartment/House and remove the occupants therefrom and thereafter relet the apartment/house, all without notice to Resident, and to dispose of or store any property left in the apartment/house by Resident. Owner may take possession of the apartment/house without terminating this lease, in which event Resident shall be liable for all damages which Owner shall sustain. Resident is to pay whatever court costs and attorney's fees that are incurred by the Owner in enforcing its rights by legal action under this Lease or under any law of the state of South Dakota.

HOLDOVER: Resident shall deliver possession of the Apartment/House to Owner at the expiration or termination of this Lease, shall have no rights in the premises thereafter, and shall be a tenant at sufferance.

LIABILITY: Owner shall not be liable to Resident for any damage to Resident's person or property, or to Resident's agents, employee, guests, or invitees other than for Owner's negligence, and Resident agrees to indemnify and to save Owner harmless from all claims of any nature.

NOTICE: Any notice to Resident addressed to the apartment/house, or to Owner at the address shown above, shall be sufficient if in writing and delivered in person, by mail or by certified mail.

SEVERABILITY: If any part of this Lease shall be construed to be unenforceable, the remaining parts shall remain in full force and effect as though any unenforceable part were not written into this Lease.

ENTIRE AGREEMENT: This Lease and any attachments constitute the complete and entire agreement between the parties hereto, and no oral statements made shall be binding upon either party, it being understood and agreed that this Lease may be modified only in writing signed by the party against whom enforcement is sought.

The parties hereto have signed this Lease on the date before written.

OWNER: _____ RESIDENTS: _____

AGREEMENT FOR BECKER RENTALS

This Sublease Agreement is entered into this ____ day of _____ by _____ hereinafter called Sublessor(s) and _____ called Resident.

Sublessor hereby acknowledges that he/she is aware that Resident has entered into a lease with Becker Rentals of Brookings, SD for _____.

Resident hereby sublets his tenant rights to Sublessor from _____ to _____.

Sublessor agrees to pay a monthly rent of \$_____. Rent is to be paid by the first day of every month. Sublessor agrees to pay a damage deposit of \$_____.

Sublessor agrees to abide with the conditions of the Lease Agreement the Resident has with Becker Rentals and accepts the terms of this Agreement.

Sublessor

Resident

Becker Rentals
Kay and Tom Becker
1119 – 4th Street
Brookings, SD 57006
605-692-7612

SKYLIGHT APARTMENTS
OFFICE: 1034 - 6TH AVENUE
BROOKINGS, SD 57006-1307
(605)692-6981 or 692-7612

HOUSE LEASE: This agreement made this ____ day of _____, 20____, by and between Ernest and Mildred K. Huggins or Tom and Kay Becker, hereinafter called "Owner" and

hereinafter called "Resident". For and in consideration of the mutual covenants herein, Owner does lease to Resident, and Resident does rent from Owner the house located at:

Street Address

City State Zip

TERM: The term of this Lease shall be _____, 20__ through _____, 20____. Not more than _____ people will occupy this house.

RENT AND LATE CHARGE: The Resident agrees to pay to the Owner as rent for the above described premises for and during the term of this lease the sum of :

\$ _____ per month

Rent is payable on the 1st day of each month. This rent is for the entire house, regardless of how the tenants choose to divide it among themselves. A late charge of \$15.00 will be assessed after the fifth of the month and will be due as an additional cost in collecting the rent. When a check is returned due to insufficient funds, the late fee will apply. Rent is payable at the office of the Owner located at 1034-6th Ave., Brookings, SD, 57006.

CONDITION AND SECURITY DEPOSIT: Resident has examined the house and accepts it "as is," and agrees to keep it in good condition and return it to Owner at the end of the term in the same condition, normal wear and tear expected. The Owner will have the carpet professionally cleaned at expense of Resident. As security of the return of house and payment of all rent, each Resident herewith pays to Owner the sum of \$ _____ as a security deposit for Resident's performance of the House Lease and against any damages caused to the house. The unused portion of the deposit shall be refunded within thirty (30) days from the day the Resident last occupied the House unless estimates and repairs are required. If the Resident breaks the terms of this agreement, the deposit is to be withheld and applied toward damages.

UTILITIES: The Owners shall pay for soft water service/salt. The Residents shall pay the following utilities serving the house and the hook up and disconnect of such utilities: electricity, water and wastewater, telephone, cable TV and garbage.

USE AND OCCUPANTS: Resident agrees that the house shall be used as the residence for the following persons:

Name	Home Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RULES AND REGULATIONS: Resident agrees that Resident and Resident's guests will comply with the following:

1. All Residents and their guests are expected to conduct themselves in a manner befitting respectable living. No loud parties, stereo, radio or television will be allowed that disturb the other tenants. Call the Police if neighbors do not honor requests to quiet down. If the Police are called to the house for any reason, this would constitute grounds for terminating the lease.
2. No smoking is permitted inside the house. If smoking is done outside on the premises, cigarette butts cannot be discarded on the grounds. If Owner has to pick up cigarette butts, deposit money will be withheld.
3. Outdoor grills must be kept well away from the siding. Too close proximity will cause the siding to warp and/or burn. Residents are responsible for this damage.
4. Do not throw trash, including charcoal briquettes, on this or adjoining premises. Any garbage outside the house must be placed in the green dumpster.
5. During residency, no dogs, cats or other pets will be kept on said premises nor will pets be allowed to accompany visitors.
6. No upholstered furniture is to be put outside the house. Attractive lawn furniture may be used and brought inside when snow falls.
7. Heating is gas furnace.
8. The Residents are specifically responsible for costs of repairs and service charges resulting from their carelessness in using the refrigerator, gas/electric range, heating or any of the mechanical equipment, and for drain blockages, such as clogged toilets, sinks and bathtub drains caused by hair, sanitary napkins, paper towels, Kleenex tissues, foreign objects or disposable flush-away diapers.
9. Counter tops and sink tops will burn if hot objects are placed on them. Be careful with hot pans, candles, curling irons, etc.
10. Owner or any other person authorized by Owner may enter the house at reasonable times to inspect or enforce the lease, make necessary repairs and to show the house to prospective residents after notice of termination.

11. Please leave the thermostat at 60 degrees during any school break in the winter months to prevent the possibility of broken pipes.
12. There will be working light bulbs in the house when occupied. No other light bulbs will be furnished during the occupancy time. When premise is vacated, a charge will be made for non-functional bulbs.
13. No car maintenance or repairs are to be performed on the property.
14. Resident agrees not to make any alterations to the premises without consent of Owner. Any alterations made by Resident shall remain and be surrendered at termination of the House Lease.
15. Resident is prohibited from changing or in any way altering locks installed on the doors of leased premises. One passage key per Resident will be furnished. Additional keys will be made at the expense of Resident and a charge will be made if keys are not returned when vacating the premises.
16. Resident may not sublet the House or assign this House Lease without the consent of Owner.
17. It is the Resident's responsibility to insure his/her personal possessions and it is the Owner's responsibility to insure the building proper. Broken glass is not insured and is the responsibility of whoever caused the breakage.

MANAGEMENT OBLIGATIONS AND RIGHTS: The Owner is not liable for any damage or offset of rent for any temporary interruption to any utility or service provided to the Resident, such as heat, electric power, gas, telephone, hot or cold water, flood water, and heavy rains or snow, or any other services or amenities provided. The Owner is to keep all plumbing, heaters, appliances and mechanical equipment in good operating condition at no extra cost to Resident, unless service is required due to the Resident's neglect or carelessness.

POSSESSION: If Owner is unable to deliver possession of the house to Resident within seven(7) days of the commencement date to the term, the Resident may cancel and terminate this House Lease upon written notice to Owner, whereupon neither party shall have liability to the other, and any sums paid under this House Lease shall be refunded. Owner shall not be liable to Resident if unable to deliver possession of the House on the commencement date of the term, but if Resident accepts late delivery, the rent shall be reduced on a daily basis to the date of actual possession. The term hereof shall not be extended by such late delivery.

DAMAGE: If the house shall be partially damaged by fire or otherwise, repairs shall be made as speedily as possible. If in Owner's opinion the house is damaged so extensively as to render the house uninhabitable, the rent shall cease until such time as the house has been repaired. However, if Owner shall decide not to rebuild, then Owner may at Owner's option terminate this House Lease by giving Resident notice within a reasonable time of such intent and the House Lease shall expire at specified time and Resident shall surrender the House to Owner.

CONDEMNATION: If all or any part of the house shall be taken by any competent authority for any public or quasi-public purpose or use, or a settlement or compromise in lieu thereof be made, this House Lease shall cease and terminate from the date when possession of the house which is taken shall be required. Resident shall have no right to any damages awarded or settlement made.

DEFAULT: If rent or any other sum provided for herein shall be due and unpaid or if there is a default in any of the other agreements contained therein, or if the house shall be abandoned, deserted or vacated, then Owner shall have the right to re-enter and repossess the House and remove the occupants therefrom and thereafter relet the house, all without notice to Resident, and to dispose of or store any property left in the house by Resident. Owner may take possession of the house without terminating this house lease, in which event Resident shall be liable for all damages which Owner shall sustain. Resident is to pay whatever court costs and attorney's fees

that are incurred by the Owner in enforcing its rights by legal action under this House Lease or under any law of the state of South Dakota.

HOLDOVER: Resident shall deliver possession of the House to Owner at the expiration or termination of this House Lease, shall have no rights in the premises thereafter, and shall be a tenant at sufferance.

LIABILITY: Owner shall not be liable to Resident for any damage to Resident’s person or property, or to Resident’s agents, employee, guests, or invitees other than for Owner’s negligence, and Resident agrees to indemnify and to save Owner harmless from all claims of any nature.

NOTICE: Any notice to Resident addressed to the house, or to Owner at the address shown above, shall be sufficient if in writing and delivered in person, by mail or by certified mail.

SEVERABILITY: If any part of this House Lease shall be construed to be unenforceable, the remaining parts shall remain in full force and effect as though any unenforceable part were not written into this Lease.

ENTIRE AGREEMENT: This House Lease and any attachments constitute the complete and entire agreement between the parties hereto, and no oral statements made shall be binding upon either party, it being understood and agreed that this House Lease may be modified only in writing signed by the party against whom enforcement is sought.

The parties hereto have signed this House Lease on the date before written.

OWNER: _____ RESIDENTS: _____

