

SKYLIGHT APARTMENTS  
1119 - 4<sup>TH</sup> STREET  
BROOKINGS, SD 57006-1307  
(605)691-7612

APARTMENT LEASE: This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Ernest J. Hugghins Trust or the Mildred K. Hugghins Trust , 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 located at:

Apartment Number	Street Address
_____	_____
Brookings	SD 57006
City	State Zip

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 for 2 people  
\$ \_\_\_\_\_ per month for 3 people  
\$ \_\_\_\_\_ per month for 4 people

Rent is payable on the 1<sup>st</sup> day of each month. This rent is for the entire apartment, 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 Manager located at 1119-4<sup>th</sup> St., Brookings, SD, 57006.

Resident acknowledges that on the last day of their lease term that they will be completely moved out of the said property by 12:00 noon. Resident further understands that all of their possessions must be removed from the premises by 12:00 noon or Owner can assume that Resident has abandoned those items. Owner will dispose of abandoned property and Resident will be charged along with any other damages.

CONDITION AND SECURITY DEPOSIT: Resident has examined the apartment 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.

LEASE RENEWAL: Residents must submit in writing by January 5, 20\_\_\_\_ to 1119-4<sup>th</sup> St. of their intention to renew the lease or not renew the lease beyond the end of the term. The Owner observes the right to show the apartment to prospective tenants in the event the current tenants have not renewed the lease by January 5, 20\_\_\_\_.

UTILITIES: The Owners shall pay for soft water service/salt and dumpster. The Residents shall pay the following utilities serving the apartment and the hook up and disconnect of such utilities: electricity, water and wastewater, 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a guest(s) spends the majority of time at the apartment and/or maintains personal effects in the apartment (ie: clothing, toiletries, etc.) they shall be considered a tenant and the rent rate shall adjust to reflect the additional person(s).

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 apartment for any reason, this would constitute grounds for terminating the lease.
2. No smoking is permitted inside the apartment. 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 vinyl 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 apartment must be placed in the 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 apartment. Attractive lawn furniture may be used and brought inside when snow falls.
7. A laundry room facility with coin operated washers and dryers is located in each apartment building. Residents should not dry clothes in their apartments as the humidity causes mold.
8. Heating is baseboard electric. Be careful not to place sofas and/or beds too close to the heaters as this is hazardous. Also keep loose bedding or clothes clear of the heaters.

9. 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.
10. Counter tops and sink tops will burn if hot objects are placed on them. Be careful with hot pans, candles, curling irons, etc.
11. Owner or any other person authorized by Owner may enter the apartment at reasonable times to inspect or enforce the lease, make necessary repairs and to show the apartment to prospective residents after notice of termination.
12. 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.
13. There will be working light bulbs in the apartment 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.
14. Parking spaces are assigned. If you or your guest(s) are in someone else's space your car may be towed upon complaint.
15. No car maintenance or repairs are to be performed on the property.
16. 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 Apartment Lease.
17. 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. One or more mailbox keys per apartment will be provided. 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.
18. Resident may not sublet the Apartment or assign this Apartment Lease without the consent of Owner.
19. 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 to Resident within seven(7) days of the commencement date to the term, the Resident may cancel and terminate this Apartment Lease upon written notice to Owner, whereupon neither party shall have liability to the other, and any sums paid under this Apartment Lease shall be refunded. Owner shall not be liable to Resident if unable to deliver possession of the Apartment 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 or the building in which it is located shall be partially damaged by fire or otherwise, repairs shall be made as speedily as possible. If in Owner's opinion the apartment is damaged so extensively as to render the apartment uninhabitable, the rent shall cease until such time as the apartment has been repaired. However, if Owner shall decide not to rebuild, then Owner may at Owner's option terminate this Apartment Lease by giving Resident notice within a reasonable time of such intent and the Apartment Lease shall expire at specified time and Resident shall surrender the Apartment to Owner.

CONDEMNATION: If all or any part of the apartment 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 Apartment Lease shall cease and terminate from the date when possession of the apartment 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 shall be abandoned, deserted or vacated, then Owner shall have the right to re-enter and repossess the Apartment and remove the occupants therefrom and thereafter relet the apartment, all without notice to Resident, and to dispose of or store any property left in the apartment by Resident. Owner may take possession of the apartment without terminating this apartment 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 Apartment Lease or under any law of the state of South Dakota.

HOLDOVER: Resident shall deliver possession of the Apartment to Owner at the expiration or termination of this Apartment 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, 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 Apartment 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 Apartment 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 Apartment Lease may be modified only in writing signed by the party against whom enforcement is sought.

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

MANAGER: \_\_\_\_\_ RESIDENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_