

Kellogg Agency, Inc.

1380 Rio Rancho Blvd, #312 • Rio Rancho, NM 87124
(505) 896-1750

1. Broker's Duties

1.1 BROKER'S DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

Brokers owe the following Broker duties to ALL prospective tenants:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interests or any other written agreement that the Broker has in the transaction, including, but not limited to:
 1. any written Brokerage relationship the Broker has with any other parties to the transaction or;
 2. any material interest or relationship of a business, personal, or family nature that the Broker has in the transaction;
 3. any written agreement the Broker has with a licensed Transaction Coordinator who will be providing services related to the transaction;
5. Written disclosure of any adverse material facts actually known by the Broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.
6. Prompt accounting for all money or property received by the Broker from the tenant, including issuance of a receipt for cash received;
7. Written disclosure that the Broker is the AGENT OF THE OWNER OF THE PROPERTY AND NOT AN AGENT OF

1.2 BROKER'S DUTIES DISCLOSURES

1. MATERIAL INTEREST/RELATIONSHIP. Owner's Broker has a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party. If applicable, explain: Kellogg Agency has a contractual relationship (Management Agreement) with the Owner.
2. ADVERSE MATERIAL FACTS. Adverse material facts actually known by the Broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction: NONE.
3. Broker is required to provide each Tenant with a copy of the NM Owner-Resident Relations Act ("Act"). Tenant(s) will receive a PDF copy of the Act via email. A copy is also available on our website.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Residency and Financials

2.1 PARTIES AND OCCUPANTS

This Residential Lease Agreement ("Agreement") is made between the Kellogg Agency, Inc. ("Landlord"), a New Mexico corporation, and <<Tenants (Financially Responsible)>> ("Resident").

1. Landlord is the property manager for the premises located at <<Property Address>>
2. Landlord desires to rent the Property to Resident and Resident desires to rent the Property from Landlord.
3. The Property shall be occupied by, and only by, the following persons: <<Tenants (Financially Responsible)>> <<Other Occupant(s)>> and no others.
4. Landlord's acceptance of payment of any monies owed under this Agreement shall not constitute Landlord's consent to such person occupying the Property as a Resident.

5. Resident shall not use, occupy, or permit the Property to be used or occupied, or permit anything to be done in or on the Property, in a manner which will make void or voidable any insurance in force with respect to the Property.
6. Resident shall not use, occupy, or permit the Property to be used or occupied, or permit anything to be done in or on the Property, in a manner which will make it impossible to obtain fire or other insurance required to be furnished under this Agreement.
7. Resident shall not use, occupy, or permit the Property to be used or occupied, or permit anything to be done in or on the Property, in a manner which would cause or be likely to cause structural damage to the Property or any portion thereof, or which will constitute a public or private nuisance.

2.2 RESIDENT CHANGE

1. Any change in Residents/Occupants without prior written permission of Landlord will constitute a breach of this Agreement.
2. Resident changes must be provided in writing to Landlord prior to any changes in occupancy.
3. Changing the name(s) of Residents on the Agreement will cause the following to happen:
 1. Incoming Resident will submit application with application fee plus be accepted by Landlord BEFORE occupancy.
 2. Resident shall pay an **Agreement Change Fee** equal to **SEVENTY- FIVE and 00/100 DOLLARS (\$75.00)**. Security Deposit cannot be used to pay this fee.
 3. Landlord will conduct a thorough interior and exterior inspection of the property.
 4. Outgoing Resident will waive right to Security Deposit.
 5. Remaining Resident will assume responsibility for any and all damage.

2.3 DEMISE OF PREMISES

1. Landlord, in consideration of the covenants and agreements herein contained to be kept and performed by Resident, and upon the terms and conditions herein contained, does hereby rent the Property to Resident.
2. Resident, in consideration of the covenants and agreements herein contained to be kept and performed by Landlord, and upon the terms and conditions herein contained, does hereby rent the Property from Landlord.
3. If Landlord, through no fault of its own, is unable to deliver the Property to the Resident at the commencement of this Agreement, Resident upon written notice to Landlord may terminate this Agreement effective immediately. In the alternative, Resident may demand performance of this Agreement, maintain an action for possession of the Property against the person or persons wrongfully in possession of the Property, and recover damages sustained and seek the remedies provided in NMSA 1978, Section 47-8-48. If Landlord makes reasonable efforts to obtain possession of the Property and returns prepaid rents, deposits, and fees within seven (7) days of receiving notice of termination from Resident, then Landlord shall not be liable for any damages.

2.4 LEASE TERM

The term of this Agreement shall be

Lease Start Date = <<Lease Start Date>>

Lease End Date = <<Lease End Date>>

HOLD OVER Landlord and Resident agree that holding over after the lease has expired by Resident shall be construed as a breach of contract by Resident.

2.5 RENT

Resident agrees to pay Landlord without demand or notice:

Rent and monthly charges (if any) are due on or before the first day of each month. <<**Monthly Charges**>>

Prorated Rent/Month Charges = <<Prorated Rent>>

Prorated Rent is due on the first day of the month after move in date. Rent is not prorated for the final month of occupancy.

Last Month's Rent = <<Last Months Rent>>

Landlord shall be responsible for the payment of all taxes, general assessments, homeowner association fees, and special assessments levied against the Property.

2.6 SECURITY DEPOSIT

Resident shall provide Security Deposit to Landlord to secure payment and performance of Resident's obligations hereunder.

Security Deposit = <<Security Deposit Charges>>

1. Landlord may, but shall not be obligated to, apply all or a portion of the deposit on account of Resident's obligations hereunder. In addition, this deposit may be used, in whole or part, for property damage and/or cleaning required at the termination of this Agreement. Any balance remaining upon termination of this Agreement shall be returned to Resident within thirty (30) days after the end of the Term, departure by Resident, or possession by Landlord, whichever is later, together with a written statement showing any deductions from the deposit by Landlord. The fact that Resident has paid a deposit does not limit Landlord's rights and remedies under this Agreement, including the right to regain possession or collect damages in excess of the deposit.
2. Security Deposit cannot be designated by Resident as last month's rent.
3. Resident agrees and authorizes Landlord to transfer Security Deposit to any assign or successor of Landlord in the event that the Property is sold, the management changes, management agreement between Owner and Landlord is terminated, or this Agreement is assigned.

2.7 LATE FEES

LATE FEE is equal to 10% of monthly rent and is charged when one or more of the following occur:

1. Rent is received in Landlord's office or drop box after the first day of the month.
2. Rent is paid through Landlord's authorized, third-party, online payment service where the transaction initiation date is after the first day of the month.
3. Rent, or any part thereof, remains unpaid after the first day of the month.
4. Any payment after the first day of the month must be rendered to Landlord using a money order or cashier's check. Personal checks and online payments will not be accepted for late rent and fees.
5. Late fee is charged on any outstanding balance up to monthly rent amount.

2.8 PAYMENTS

1. All monthly rent and other charges shall be paid by Resident to Landlord's order at **KELLOGG AGENCY, 1380 Rio Rancho Dr. #312, RIO RANCHO, NM 87124** or at such other place as Landlord may designate from time to time for this purpose.
2. **ELECTRONIC PAYMENT** is the preferred method of payment and may be made using Landlord's authorized third party payment provider.
 1. Electronic payment must be INITIATED on or before the first day of the month.
 2. If electronic payment is initiated after the first day of the month, then a **LATE FEE** will be charged.
 3. Landlord assumes no liability for accuracy or timeliness of third party payment systems.
 4. **NO PROCESSING FEE** for electronic payment using e-check.
 5. **PROCESSING FEE** will be charged for credit card payments.
3. **PAYMENT BY CHECK OR MONEY ORDER**
 1. **PROCESSING FEE** Resident agrees to pay a FIVE DOLLAR AND 00/100 (\$5.00) fee for paying rent in the office or by mail via check, money order, or cashier's check.
 2. **PROPERTY ADDRESS** must appear on every payment.
 3. **ONE PAYMENT PER PROPERTY** Resident shall submit ONE (1) payment per Property for rent and other charges. For example, roommates may not submit separate checks, money orders, and/or online payments for each individual.
 4. **POSTMARK** will not be considered when determining on-time rent. Payment must be received IN our office on or before the first day of the month
 5. **POST-DATED CHECKS** Resident may not submit a check with a future date. Post-dated checks will be returned to Resident and may cause rent to be late, incurring a **LATE FEE**.
4. **NO CASH** Landlord assumes no liability for any cash deposited into any drop box or mailbox by Resident. If Resident intends to pay any funds to Landlord in cash, then Resident must do so using a cashier's check or money order.
5. **ALLOCATION OF PAYMENTS**
 1. Resident agrees, pursuant to NMSA 1978, Section 47-8-15(G), that Landlord may allocate any payments by Resident to any outstanding charges owed to Landlord. Resident specifically authorizes Landlord to allocate payments to rent, unpaid deposits, damages, late fees, and other lawful outstanding charges, regardless of whether Resident designates the payment for a specific charge.
 2. Monies paid by Resident will be applied in the following order: (1) late charges or dishonored check charges, (2) maintenance charges due in accordance with the terms of this Agreement, (3) unpaid utility charges due in accordance with the terms of this Agreement, (4) unpaid security deposit, (5) attorney fees and legal costs, and (6) past due rent, oldest month to most recent month.
 3. Late fee will be charged if monthly rent, or any part thereof, remains unpaid after allocating payments.
6. **DISHONORED CHECKS, STOP PAYMENTS, AND ELECTRONIC PAYMENT REVERSALS (NSF)** Dishonored checks, stop payments, and electronic payment reversals constitute non-payment.
 1. Resident agrees to pay a **THIRTY-FIVE AND 00/100 DOLLAR (\$35.00)** charge plus **LATE FEE** for each dishonored check, stopped payment, and electronic payment reversal.

2. Following the receipt of a dishonored check, stop payment, or electronic payment reversal, Resident shall make **all future payments** under this Agreement by cashier's check, certified check, or money order.
3. Electronic payments will not be accepted for future payments.
4. Personal checks will be returned to Resident and may cause rent to be late, incurring a **LATE FEE**.

2.9 UTILITIES

1. Resident agrees and covenants to promptly pay required utility charges incurred during term of this Agreement, whether charged directly from utility company or by Landlord. Charges include, but are not limited to, usage fees, connection fees, and installation fees. Landlord will charge a THIRTY-FIVE DOLLAR (\$35.00) unpaid utility fee for processing bills that are the responsibility of Resident.
2. Resident is responsible for all utilities not included in rent.
3. Utilities included in rent: **NONE**.
4. Resident shall forward statement(s) for any utility for which Landlord is responsible to Landlord within five (5) days of the date of the post-mark. Should Resident fail to forward said statement(s) within the required time, Resident assumes responsibility for payment of the same.
5. **RIO RANCHO TRASH SERVICE: Trash service will be charged to Resident's account as a separate monthly charge. Payment is due on the first day of the month. Monthly trash charge is determined by the current rate charged by service provider to Rio Rancho Residents and is subject to change without notice. This section does not apply to ALBUQUERQUE Residents.**

2.10 INSURANCE

REQUIREMENT

Mandatory Insurance shall protect Landlord with a minimum of \$100,000 liability coverage for damage to the Property caused by Tenant due to, but not limited to: fire; smoke; explosion; backup or overflow of sewer, drain or sump; falling objects; and riot or civil commotion.

LANDLORD LIABILITY INSURANCE PROGRAM

The Legal Liability Insurance Program ("LLIP") provides protection for the Landlord. LLIP provides insurance for the Landlord not the Tenant. It is NOT Renter's insurance.

1. Tenant is automatically enrolled in the LLIP on the START DATE of the original lease or any renewals or extensions. The cost of LLIP is \$12.50 per month. Partial months are not prorated. LLIP charge includes an administration fee paid to Landlord. LLIP charges are non-refundable.
2. The LLIP will remain in effect until Tenant provides Landlord with a copy of an insurance policy that fulfills the Mandatory Insurance requirement.
3. The LLIP is single interest, forced placed insurance. Tenant is not an insured, additional insured or beneficiary under the LLIP. All loss payments are made to the Landlord.
4. In the event that loss or damage to the Property exceeds the amount of LLIP coverage, Tenant shall pay the difference.
5. LLIP coverage is NOT personal liability insurance or Renter's insurance. LLIP does not cover the Tenant's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party.
6. Licensed insurance agents may receive a commission on the LLIP.

LLIP is underwritten by Great American E&S Insurance Company; the agent/broker is Stern Risk Partners (SRP CA License #0K41193).

TENANT PROVIDED INSURANCE

Tenant has the right to purchase an insurance policy that fulfills the Mandatory Insurance requirement. This is commonly known as Renter's Insurance.

1. Tenant may choose to provide evidence of coverage by an insurance company at any time.
2. Policy shall cover the Mandatory Insurance requirement.
3. Tenant shall list Landlord as "ADDITIONAL INTEREST" on the insurance policy. Tenant updating or entering policy information in the tenant portal does not meet this requirement.
4. Tenant shall maintain coverage for the duration of the Lease and any renewals or extensions. If at any time Tenant's insurance is canceled, expires or lapses for any reason, then the LLIP charge will be reinstated.
5. In the event of liability to any third party for bodily injury or property damage, Tenant shall be liable to such party.
6. Tenant is responsible for notifying Landlord of any changes to the policy.
7. LLIP charge will be suspended on the first day of the month following receipt and verification of the Tenant's policy by the Landlord. Partial months are not prorated. LLIP charges are non-refundable.

2.11 ADDRESSES FOR NOTICES AND CURRENT CONTACT INFORMATION

1. **NOTICES TO LANDLORD** shall be sent to: **Kellogg Agency, Inc. 1380 Rio Rancho Dr. #312 Rio Rancho, New Mexico, 87124.**
2. **NOTICES TO RESIDENT** will be sent to the Property address. Returned mail will trigger a notice to be posted at the Property. Posting/Process Server Fee may apply.

3. **CURRENT CONTACT INFORMATION** Resident agrees to provide Landlord with current contact information including, but not limited to: home phone number(s), cell phone number(s), work phone number(s), email address(es); and employer's name and address.

2.12 ONLINE ACCOUNT AND ELECTRONIC DELIVERY OF DOCUMENTS

Landlord agrees to provide an online account to Resident at www.KelloggAgency.com.

Electronic copies of documents will be provided to Resident in their online account. Documents include, but are not limited to: lease, lease extension, and property condition report.

Resident acknowledges legal receipt of documents once they are placed in Resident's online account.

2.13 ADMINISTRATIVE FEES

POSTING/PROCESS SERVER FEE Resident agrees to pay a posting and/or process server fee of **THIRTY-FIVE AND 00/100 DOLLARS (\$35.00)** each and every time a notice is posted at the Property. Notices may include, but are not limited to, Three Day Notice to Pay Rent or Quit; Judgment of Restitution; Seven Day Notice of Noncompliance with Agreement; and posted requests for updated contact information. Posting/Process Server Fee is in addition to any legal fees that may apply.

DOCUMENT REPRODUCTION FEE A **TWENTY-FIVE CENT (\$0.25)** per page document reproduction fee will apply for paper copies of documents. Reproduction fee does not include postage.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Use and Care of Property

3.1 ACCEPTANCE OF PROPERTY

1. Resident agrees that Resident has received the Property in good order and condition, and that no representation or warranty as to the condition or repair of the Property has been made by Landlord.
2. **SITE UNSEEN** (if applicable) Resident acknowledges and agrees that it is Resident's decision to lease the Property without first previewing the premises. Resident is bound by this agreement and cannot be "released" from the Agreement or be moved to another Property.

3.2 PROPERTY CONDITION REPORT

Resident agrees to inspect the property thoroughly and report any dirty, damaged, or missing items within five (5) days of commencement of this Agreement on a Property Condition Report. Landlord agrees to consult Property Condition Report during move-out inspection and will be used in determining the disposition of the Resident's security deposit.

3.3 KEYS AND LOCKS

Resident acknowledges receipt of keys ("Keys") to the Property at the commencement of this Agreement. Keys include, but are not limited to: house keys, gate keys, garage door remotes, pool cards, or other keys, remotes, or security cards.

1. Resident will not duplicate or cause to be duplicated any Keys to the Property without permission of Landlord.
2. Resident will not change and/or add locks to the Property without prior written permission of Landlord.
3. Resident shall return all Keys to the Property to Landlord's office upon the termination of this Agreement or any extension or renewals thereof. Do not leave keys in Property.
4. If Resident fails to return any or all Keys at the termination of this Agreement, then Resident will be charged to re-key all tumblers at the Property.
5. Resident agrees to pay a lock out fee of **TWENTY-FIVE DOLLARS AND 00/100 (\$25.00)** each time Landlord replaces a key or provides entry to the Property.

3.4 VEHICLES

Resident shall not keep unregistered or inoperable vehicles at the Property. Recreational vehicles, trailers, boats, and/or work trucks may not be kept in driveway, on street, and/or on landscaping at the Property. Such vehicles must be stored in garage or at appropriate off-site storage facility. Number of vehicles allowed at Property may be governed by Homeowner's Associations covenants and restrictions.

3.5 BUSINESS USE PROHIBITED

Resident shall not use, occupy, or permit the Property to be used or occupied for any business purposes, including, but not limited to child care, beauty services, car/truck maintenance, and/or where clients come to the Property to conduct business.

Resident shall not erect or maintain any signs upon the Property.

3.6 PREVENTATIVE MAINTENANCE AND REPAIRS

During the term of this Agreement, Resident shall be responsible for all minor maintenance of the Property, including, but not limited to:

1. Replacing batteries in all smoke detectors and testing for proper operation at least twice per year;
2. Replacing interior and exterior light bulbs;
3. Replacing air, furnace, water and other filters every 30 days or as required by manufacturer;
4. Replacing shower heads;
5. Removing debris and leaves from yard, gutters and downspouts in a safe manner;
6. Keeping windows, doors, and screens in good repair;
7. Keeping the Property free from trash, garbage, pet and other waste; and
8. Keeping the Property free of any motor oil, grease or other stains and waste.

DAMAGE Resident agrees to report damaged items and maintenance issues to Landlord promptly. All repair requests must be submitted in writing using Landlord's approved submission process.

EMERGENCIES An emergency is a life threatening situation in which fire, uncontrollable water, sparking or smoking electrical wires and the smell of gas are present. Such life threatening emergencies should be reported to 911 or the appropriate utility company. In addition, report after hours emergencies to Landlord at (505) 710-2557 and leave your name, phone number, property address, and detailed information about the situation.

NOT AN EMERGENCY The following problems may be priority issues, but do not constitute an after hours emergency. Problems include but are not limited to: heat, air conditioning, clogged toilet, dripping faucet, and non-working appliance.

PEST CONTROL Resident is responsible for all normal and nuisance pest control inside the house and in the yard. Pests include, but are not limited to, insects and rodents.

WEEDS AND LANDSCAPING Resident is responsible for maintenance of the landscaping and keep it in the same conditions as when they moved in. Maintenance shall include, but not be limited to, mowing and trimming lawns and other landscaping. All work shall be done using accepted standards, which will maintain the Property in as good or better condition as when received by Resident. Any deteriorations of the grounds, whether caused by abuse, neglect, or other source will be the Resident's responsibility. Resident agrees to report any diseased trees, lawns, and shrubs to Landlord promptly. Resident agrees to report all watering system malfunctions.

UNKNOWN ORGANIC MATTER Landlord inspected the Property prior to the commencement of this Agreement and knows of no damp or wet building materials and knows of no mold or mildew contamination.

1. Resident acknowledges that mold and mildew can grow if the premises are not properly maintained or ventilated and agrees to maintain the Property in a manner that prevents the growth of mold and/or mildew in the Property.
2. Resident will promptly notify the Landlord of any leaks and/or moisture problems.

3.7 APPLIANCES

The following appliances are provided at the Property for Resident's use during the term of the lease:

<<Appliances Included>>

1. Resident agrees to pay for new appliances if provided appliances are missing when Resident vacates the Property.
2. Resident agrees to pay for repair or replacement costs if appliance is not in working condition when Resident vacates the Property.

APPLIANCE RULES Resident agrees and covenants to follow all Appliance Rules set forth by Landlord. Failure to follow Appliance Rules may result in fees and/or damage costs. Appliance Rules are subject to change at Landlord's discretion.

1. Do not move or store appliances that are supplied with the Property. Resident will be charged one-hundred fifty dollars (\$150.00) if appliances are moved.
2. Use appliances according to manufacturer's instructions. Manuals not left in the property can be found on the internet.

3. Use the appropriate detergent for the appliance.
4. Periodically run appliances that are not used regularly. For example, dishwashers should be run at least once per week to keep the unit in good working condition.
5. Resident agrees to notify Landlord if appliance does not function correctly. If cause of repair is due to neglect and/or misuse of the appliance, then Resident will be charged service fee, parts and labor, and/or trip charge.
6. Change refrigerator/freezer water/ice filters regularly.

3.8 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

1. Resident agrees not to make any repairs, improvements, or alterations on the Property unless consented to in writing by Landlord, and if consent shall be obtained, all such repairs, improvements, or alterations shall immediately merge with and become a part of the Property. All repairs, improvements, or alterations, upon completion, shall be subject to inspection and approval by Landlord.
2. Resident agrees and covenants with Landlord that any and all alterations, additions, and improvements, except portable shelving and moveable furniture, made at Resident's own expense after having first obtained the written consent of the Landlord in accordance with the provisions contained in this Agreement, whether attached to the walls, floors, Property, or not, shall immediately merge and become a permanent part of the realty, and any and all interest of the Resident therein shall immediately vest in Landlord, and all such alterations, additions, and improvements shall remain on the Property and shall not be removed by Resident at the termination of this Agreement. The portable shelving and/or moveable furniture, which Resident is privileged to remove, must be removed by Resident at Resident's expense on or before the termination of this Agreement.
3. Resident agrees that any and all alterations, additions, and/or improvements to the Property will be made in accordance and compliance with all applicable municipal, state, and/or federal ordinances, laws, rules, and/or regulations, including restrictions of applicable Homeowner's Association covenants and restrictions.
4. Resident agrees that all alterations, additions, and improvements undertaken by Resident shall be at Resident's expense.
5. Resident will not permit any liens of mechanics, materialmen, laborers, architects, artisans, contractors, sub-contractors, or any other liens of any kind whatsoever to be created against the Property, or any part thereof, and Resident agrees to indemnify and hold harmless Landlord from any and all liability and claims for damages of every kind and nature which might be made, or from judgments rendered against Landlord and/or the Property on account of or arising out of any alterations, additions, or improvements undertaken by Resident.

3.9 NOISE, VIOLENT BEHAVIOR, AND DANGEROUS BEHAVIOR

NOISE Resident agrees not to allow on the Property any excessive noise, or other activity, which disturbs the peace and quiet of others.

VIOLENT OR DANGEROUS BEHAVIOR Landlord shall terminate this Agreement within three (3) days from the date written notice is delivered to Resident if the Resident or any other persons on the Property with the Resident's consent willfully or intentionally commit a violent act or behave in a manner that constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of others.

ILLEGAL ACTIVITY Resident shall not use or permit the Property to be used or occupied for any illegal and/or illicit activity or use deemed disreputable or extra-hazardous, or for any purpose or in any manner which is in violation of any present or future municipal, state, and/or federal ordinances, laws, rules, and/or regulations.

RESPONSIBILITY TO REPORT Landlord retains the right to report any *suspected* illegal, violent, and/or dangerous activity to the proper authorities. Activity includes, but is not limited to noise, violent or dangerous behavior, illegal activity, plus: city ordinance violations; Homeowner's Association violations; health and safety issues; and child welfare issues.

3.10 LANDLORD'S RIGHT OF ENTRY AND PERIODIC PROPERTY REVIEWS

Pursuant to NMSA 1978, Section 47-8-24 Landlord and Landlord's representatives, assigns, agents, attorneys, and successors in interest shall have the right, at reasonable times, to enter and inspect the Property, make necessary or agreed repairs, decorations, alterations or improvements, or supply necessary or agreed services.

1. Landlord may enter the Property without consent of the Resident in case of an emergency.
2. **RE-INSPECTION FEE** Resident agrees to pay a re-inspection fee of **FIFTY AND 00/100 DOLLARS (\$50.00)** if during a scheduled inspection or repair house is not accessible due to, but not limited to, the following: unrestrained pets; changed locks; and locked or blocked rooms/cabinets/closets.

3.11 LEAD-BASED PAINT

The Property was built in or before 1978 in or after 1979

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owner must

disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Resident must also receive a federally approved pamphlet on lead poisoning prevention. *The following information is provided ONLY for homes built in or before 1978.*

OWNER'S DISCLOSURE

A. Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
2. Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the Owner (check (1) or (2) below):

1. Owner has provided the Owner's Agent with all available records and reports pertaining to lead-based paint and/or records pertaining to lead-based paint hazards in the housing.
2. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT

A. Tenant has received copies of all information listed above.

B. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home"

3.12 MOVE OUT PROCEDURES

Resident agrees with Landlord that Resident, at the expiration of this Agreement or any renewal or extension thereof, will peaceably return the Property to Landlord in as good order and condition as when the same were entered upon by Resident, loss by fire or inevitable accident, damage by elements, and reasonable use and wear excepted.

1. Rent is not prorated for final month of occupancy.
2. Resident agrees to remove all accumulations of rubbish in or about the Property and to thoroughly clean the Property prior to the Resident's surrender of the Property to Landlord at the expiration of this Agreement or any renewal or extension thereof.
3. Carpets must be professionally steam cleaned or pay a cleaning charge upon vacating the property. Resident may NOT use a rented or personal carpet cleaning machine.
4. Resident agrees to pay all sums required to clean the Property so that it is in "move-in clean" condition.
5. The determination of whether the Property and carpets are in "move-in clean" condition shall be left to the sole discretion of the Landlord.
6. Resident agrees to pay for damages to the Property beyond reasonable wear. Resident acknowledges that dirt does not constitute "normal wear and tear".
7. Resident is responsible for all utility charges and shall not turn off service until the expiration of this Agreement or the renewal or extension thereof.
8. Rent will not be prorated for final month of occupancy.
9. **INSPECTIONS** Landlord will not be bound by any estimate of damages made during an inspection, if any, at the termination of this Agreement or during tenancy. Any estimates are subject to modification before the final accounting of the Security Deposit.
10. To cancel move out after notice has been given:
 1. Resident must request to cancel move out to Landlord in writing.
 2. If the request is granted, then Resident agrees to pay a \$250 + tax move out cancellation fee.

3.13 SHOWING THE PROPERTY

After Landlord receives notice to vacate, the following Showing Provisions will apply:

1. Resident will allow sign to be placed at Property.
2. Resident will allow lockbox to be placed at Property.
3. Resident will allow Property to be shown with proper 24 hour notice.

DO NOT SHOW FEE If Resident refuses one or more of the Showing Provisions, then Resident agrees to pay a Do Not Show Fee equal to one month's rent. Security deposit cannot be used to pay this fee. Fee must be paid at time written notice is received.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
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4. Termination & General Clauses

4.1 NOTICE OF TERMINATION

1. Landlord shall give Resident the notice of termination required under the current version of the New Mexico Uniform Owner-Resident Relations Act.
2. Verbal notice of termination is insufficient.
3. Resident shall give Landlord WRITTEN notice of intention to vacate at least thirty (30) days prior to the next date that rent is due in the event that: (1) Resident decides to vacate on the expiration date of this Agreement or (2) Resident terminates this Agreement after the expiration date of the initial term of this Agreement. For example, if written notice is RECEIVED AND ACCEPTED on March 1, then the Agreement would terminate on March 31. But, if written notice is RECEIVED AND ACCEPTED on March 2, then the Agreement would terminate on April 30.
4. If Resident vacates at the termination of this Agreement without proper notice, Resident agrees to pay monthly rent for the month following the vacancy date.

4.2 MILITARY CLAUSE

If one or more Resident is a member of the United States Armed Forces, the Resident may terminate this Agreement by giving a thirty (30) day written notice and presenting military orders of permanent change of station, retirement or separation. Exercise of this provision will not result in the loss of the security deposit.

4.3 EARLY TERMINATION FEE

If Resident terminates this Agreement before the expiration date, then the following shall apply:

1. Resident shall pay an early termination fee equal to two (2) times monthly rent. Security Deposit cannot be used to pay any portion of this fee. Payment must be received within 10 days of notice to vacate.
2. Resident shall follow all move-out instructions provided by Landlord.

4.4 ASSIGNMENT AND SUBLETTING

Resident agrees and covenants that Resident will not assign any obligation or delegate any duty owed to Landlord under this Agreement without the written consent of Landlord.

4.5 ABSENCE OR ABANDONMENT

Resident must notify Landlord of any extended absence from the premises in excess of seven (7) days. Notice shall be given to Landlord on or before the first (1st) day of any extended absence. The Resident's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Landlord is then expressly authorized to enter, remove, and store all personal items belonging to Resident. If Resident does not claim said personal property within an additional thirty (30) days, Landlord may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, and attorneys' fees. Any unclaimed balance held by Landlord for a period of six (6) months shall be forfeited to Landlord.

4.6 FAILURE TO TERMINATE BY LANDLORD

Resident agrees and covenants with Landlord that the failure, neglect, or omission of Landlord to terminate this Agreement for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Landlord of such breach and shall not stop, bar, or prevent Landlord from thereafter terminating this Agreement, either for such violation, or for prior or subsequent violation of any covenant hereof.

4.7 BREACH OF AGREEMENT

1. As to any material noncompliance of the Agreement by Resident not provided for elsewhere in this agreement or a noncompliance materially affecting health and safety, Landlord may deliver a written notice to Resident specifying the acts and omissions constituting the breach, and that this Agreement will terminate upon the date of not less than seven (7) days after delivery of the notice. If the breach is not remedied in seven (7) days from delivery of notice, this Agreement shall terminate.
2. If the breach is remediable by repairs or the payment of damages or otherwise and Resident adequately remedies the breach prior to the date specified in the notice, then this Agreement shall not terminate.
3. If the same act or omission that constituted a prior noncompliance, of which notice was given, recurs within six (6) months, Landlord may terminate this Agreement upon no less than seven (7) days' written notice specifying the breach and the date of termination of this Agreement.

4.8 CONDEMNATION

Resident agrees and covenants with Landlord that all damages and payments resulting from the taking, damaging, or condemnation of the Property by a public authority shall accrue to and belong to Landlord, and Resident shall have no right to any part thereof.

4.9 DESTRUCTION

Resident agrees and covenants with Landlord that if at any time during the term of this Agreement, or any extension or renewal thereof, the Property shall be totally or partially destroyed by fire, earthquake, or other calamity, then Landlord shall have the option to rebuild or repair the same, provided such rebuilding or repairing shall be commenced within the period of thirty (30) days after notice in writing by Resident to Landlord of such calamity. In such case, a just and proportionate part of the monthly rent shall be abated until the Property is rebuilt or repaired. If the Landlord, within thirty (30) days following notice in writing to him/her, elects not to rebuild or repair the Property, Landlord shall so notify Resident and this Agreement shall terminate and become null and void.

4.10 WAIVERS

Resident agrees that any delay or omission in the enforcement of any of the agreements and covenants contained in this Agreement by Landlord shall not affect the duty of Resident to hereinafter faithfully fulfill and perform all of the agreements contained herein, and that the failure, neglect, or omission of Landlord to terminate this Agreement for any one or more breaches of any agreements and covenants hereof, shall not be deemed a consent by Landlord or such breach and shall not impede, impair, estop, bar, or prevent Landlord from thereafter terminating this Agreement, either for such violation, or for prior or subsequent violations of any covenant or agreement hereof.

4.11 BINDING EFFECT

The agreements, covenants, terms, conditions, provisions, and undertakings in this Agreement, or any extension or renewal thereof, shall extend to and be binding upon the heirs, personal representatives, assigns, and successors in interest of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and where reference is made to either of the parties hereto, it shall be held to and include and apply also to the heirs, personal representatives, successors, and assigns of such party, as if each and every case so expressed.

4.12 SEVERABILITY

If any provision in this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect; provided, however, in lieu of such invalid provision, the parties to this Agreement agree to add as part hereof a provision as similar in terms to such invalid provision as may be possible and be valid and which preserves the same benefits to the parties.

4.13 JOINT AND SEVERAL LIABILITY

If there is more than one (1) party Resident, then the covenants and agreements of Resident shall be joint and several obligations of each Resident.

4.14 GOVERNING LAW AND CONSTRUCTION

1. This Agreement shall be governed by the laws of the State of New Mexico.
2. The provisions in this Agreement shall be construed so as to comply with the requirements of the current version of the New Mexico Uniform Owner-Resident Relations Act.

4.15 LEGAL AND ATTORNEY FEES

It is agreed and covenanted by the parties that the Resident shall pay and discharge all costs, attorney fees, and expenses that shall arise from enforcing the covenants of this Agreement by Landlord.

4.16 AMENDMENTS

It is understood and agreed that this Agreement shall not be altered, amended, or changed except by instrument in writing executed by the parties hereto.

4.17 ENTIRE AGREEMENT

It is agreed and covenanted by the parties that this Agreement incorporates and constitutes the entire agreement between the parties hereto and is a binding legal document and all prior discussions, negotiations, and agreements, written or verbal, are superseded by this Agreement.

Last updated: 2018-10-31

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed