



NEW MEXICO GARAGE/STORAGE RENTAL AGREEMENT

DATE SAMPLE PROPERTY NAME / NUMBER SAMPLE SAMPLE

GARAGE UNIT NUMBER SAMPLE STORAGE UNIT NUMBER SAMPLE RESIDENT NON-RESIDENT

NAME(S) SAMPLE SAMPLE SAMPLE

SAMPLE SAMPLE SAMPLE

OCCUPANT'S STREET ADDRESS SAMPLE UNIT NUMBER SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE

OCCUPANT'S TELEPHONE NUMBER SAMPLE DATE RENTAL TERM BEGINNING SAMPLE

MONTHLY RENTAL AMOUNT \$ SAMPLE LATE FEE \$ SAMPLE NSF FEE \$ SAMPLE

ACCOUNTING: RENT FROM	<u>SAMPLE</u>	THRU	<u>SAMPLE</u>	\$	<u>SAMPLE</u>
SECURITY DEPOSIT				\$	<u>SAMPLE</u>
<input checked="" type="checkbox"/> KEY/CARD DEPOSIT				\$	<u>SAMPLE</u>
<input checked="" type="checkbox"/> REMOTE DEPOSIT				\$	<u>SAMPLE</u>
TOTAL DUE AT START OF RENTAL				\$	<u>SAMPLE</u>

CONTENTS OF STORAGE UNIT*. Occupant shall inform Owner in writing of the addition to or removal from the storage unit of property valued at \$500 or more within 7 days of such addition or removal.

GENERAL DESCRIPTION OF OCCUPANT'S PROPERTY: SAMPLE ESTIMATED VALUE: \$ SAMPLE

SAMPLE

LIENHOLDER OR PARTIES HAVING A SECURED INTEREST IN OCCUPANT'S PROPERTY:

SAMPLE

DAMAGE OR DEFICIENCIES IN THE STORAGE UNIT ON COMMENCEMENT DATE:

SAMPLE

SPECIAL PROVISIONS:

SAMPLE

X	_____ OCCUPANT	_____ DATE	X	_____ OCCUPANT	_____ DATE
X	_____ OCCUPANT	_____ DATE	X	_____ OCCUPANT	_____ DATE
			X	_____ OWNER/AGENT	_____ DATE

*Throughout this Agreement the term "storage unit" shall include garage and carport except where expressly stated to the contrary.

1. **EFFECT IF OCCUPANT A RESIDENTIAL TENANT.** In the event the Occupant is a resident of a dwelling unit at the property of which the storage unit is a part ("Resident Occupant"), then this Agreement shall be considered an amendment to and part of the rental agreement for the Occupant's dwelling unit ("Dwelling Unit Rental Agreement"). Except as expressly provided herein, all terms and conditions of the Dwelling Unit Rental Agreement shall control.
2. **RENTAL PERIOD, DUE DATE, LATE CHARGES.** This is a month-to-month agreement commencing on the date set forth above and terminating as provided herein. Rent for the first month of this agreement shall be pro-rated for the calendar month and shall be due upon execution. Rent for all other months is due on the first day of each month. Rent is late if not received by Owner or its agent by the end of the fourth day of the month. Beginning on the fifth day of the month a late fee in the amount listed above shall be imposed upon the Occupant for any late payments. (If no amount is filled in, late fee is \$25.00).
3. **SECURITY DEPOSIT.** The security deposit shall, for a Resident Occupant, be added to and become a part of the security deposit under the Dwelling Unit Rental Agreement. The security deposit may be used by the Owner to cure any default by Occupant. In the event it is so used by Owner, Occupant shall, immediately upon demand by Owner, replenish the security deposit. Occupant shall not be entitled to interest on the security deposit.
4. **PROHIBITIONS ON USE.** Occupant shall not use the storage unit for residential purposes, for practicing or rehearsing music, for a workshop of any type, for vehicle maintenance or repair, for the manufacture, distribution, use, or storage of illegal drugs, or the operation of a business. The storage of use of flammable, explosive, toxic or any other inherently dangerous material in the storage unit is prohibited. The storage of foodstuffs, animals, plants, insects or any perishables whatsoever is prohibited and shall conclusively deem the Occupant in default of this Rental Agreement. The storage unit shall not be used for unlawful purposes and will be kept in good condition. No property shall be stored in the storage unit unless Occupant has a legal right to possess that property. Occupant shall not store in the storage unit any items of which would violate any law, or any order or requirement imposed by any city, county, state, or federal agency or department. Nor shall the Occupant cause to be done any act, which creates or may create a nuisance in or on the premises. **OCCUPANT IS PROHIBITED FROM SMOKING IN THE STORAGE UNIT AT ALL TIMES.**
5. **CONDITION OF VEHICLES.** All vehicles parked in a garage must be currently licensed, registered, and in operable condition. Vehicles and trailers for the towing of recreational vehicles may be stored in a garage, but not in a storage unit. The area in front of the garage and storage unit is common area and all other rules pertaining to use of this property shall apply.
6. **ASSIGNMENT AND SUBLETTING.** Occupant may not assign or sublet this rental agreement, the storage unit, or any part or interest therein without prior written consent of the Owner, which may be withheld in the owner's sole discretion.
7. **SECURING THE STORAGE UNIT.** Occupant has a duty to secure the storage unit. Occupant shall purchase one lock of sufficient size and strength as is required to secure the entrance door on the storage unit. Occupant shall keep the entrance to the storage unit locked at all times except when Occupant is in the storage unit. In the event that Occupant does not provide a lock and leaves the storage unit unsecured, the Owner shall have the right, but not the obligation, to install a lock and charge a \$10.00 fee to Occupant's account.
8. **INSURANCE.** Occupant shall obtain and maintain during the course of this rental agreement sufficient insurance for fire and property damage to protect the property stored in the storage unit. Occupant acknowledges that Owner carries no insurance which in any way covers any loss whatsoever that the Occupant may suffer in the storage unit or on the premises. If Owner does have insurance covering loss to the storage unit, Occupant acknowledges that he/she is not a co-insured under any such insurance and Owner's insurer shall have a right of subrogation against Occupant for any loss caused by Occupant or his/her invitees.
Initial _____
9. **CONDITION OF THE STORAGE UNIT AND DISCLAIMER OF WARRANTIES.** Occupant acknowledges that he/she has inspected the storage unit. Except as may be noted at the beginning of this Agreement, Occupant acknowledges that the storage unit is in good condition and repair. Except to the extent required by law, Owner disclaims any implied or express warranties, guarantees, or representations as to the nature, condition, safety or security, of the storage unit or the building in which it is located.
10. **ACCESS.**
 - a. If the Occupant is a Resident Occupant, Owner's right to access the storage unit is governed by the New Mexico Uniform Owner Resident Relations Act ("NМУORRA").
 - b. If the Occupant is a Non-Resident Occupant, Landlord shall have the right to access the storage unit at all reasonable times for all legal purposes.
 - c. A Non-Resident Occupant shall have access to the storage unit during regular business hours PROVIDED THE OCCUPANT IS NOT IN DEFAULT UNDER THIS RENTAL AGREEMENT. Upon any default the Non-Resident's right to access shall cease.
11. **RESPONSIBILITY FOR DAMAGES.**
 - a. With a Resident Occupant, Owner, and its agents, shall not be liable for personal injury or property damages to Occupant unless caused by the negligence or willful misconduct of Owner or agent, or as otherwise provided under the NМУORRA.
 - b. With a Non-Resident Occupant, Owner, and its agents, shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, pests, water, hurricane, rain, explosion, or any other causes whatsoever, unless caused by the gross negligence or willful misconduct of Owner.
- Owner shall not be liable to Occupant or Occupant's invitees, family, employees, agents, servants, or anyone else associated with Occupant for any personal injury or damage to personal property caused by any act of any other person on said premises.
- c. Occupant hereby agrees to indemnify and hold harmless the Owner from and against any and all claims for damages to property or personal injury and costs, including attorney's fees, arising from the use of the storage unit or premises by Occupant and Occupant's invitees, except as provided above.
12. **TERMINATION.** Termination shall occur as follows:
 - a. For a Resident Occupant, termination shall occur:
 - i. Automatically upon termination of the Dwelling Unit Rental Agreement. It is expressly understood and agreed that any termination notice from either Owner or Occupant relating to the dwelling unit shall automatically include the storage unit; or
 - ii. As provided in the Dwelling Unit Rental Agreement and the NМУORRA.
 - b. For a Non-Resident Occupant, this Agreement shall terminate:
 - i. Automatically if rent is not paid by the end of the 10th day of the month; or
 - ii. Upon the giving of at least 30 days written notice by either party; or
 - iii. Upon the giving of at least 24 hours written notice if the Occupant engages in the sale, manufacture or delivery of a controlled substance or stores or disposes of any hazardous material in the storage unit.
13. **CONDITION UPON TERMINATION.** Upon the termination of this rental agreement, Occupant shall remove all his/her personal property from the storage unit and shall immediately deliver possession of the storage unit to the owner in the same condition as delivered to the Occupant on the commencement date of this rental agreement, ordinary wear and tear excepted.
14. **OWNER LIEN RIGHTS.** With a Non-Resident Occupant, in addition to such liens and remedies provided by law, the Owner is hereby given a lien upon the contents of the storage unit to secure the payment of all rents, charges and costs incident to the Non-Resident Occupant's default, including attorney's fees. If this agreement is terminated for any reason and the non-resident Occupant owes the Owner any rent, late fee, or other charge, the personal property in the storage unit at the time of termination shall be disposed of in accordance with NMSA 1978, § 48-11-1 et seq. or as otherwise allowed by law.
15. **ABANDONED PROPERTY.** Property abandoned by a Resident Occupant shall be disposed of as provided in NMSA 1978 47-8-34.1. Property abandoned by a Non-Resident Occupant shall be disposed of as provided by law.
16. **VACATE PROCEDURE.** Occupant shall, at the time the storage unit is vacated, notify owner and shall at that time submit the storage unit for inspection by Owner, its agent, or representative. Owner shall apply any security deposit to remedy any default hereunder, including but not limited to, damages or vandalism attributable to Occupant or his/her invitees caused during the term of this agreement and shall assess additional charges to Occupant for any costs to remedy damages in excess of the amount of the security deposit. Occupant also agrees to pay all back rent and fees owed if any exist. **OWNER SHALL SERVE OCCUPANT WITH A FINAL ACCOUNTING OF THE SECURITY DEPOSIT WITHIN 31 DAYS OF THE LATER TO OCCUR OF TERMINATION OF THIS AGREEMENT AND VACATING THE STORAGE UNIT.**
17. **NOTICES.** With a Resident Occupant, notices shall be served as provided in the NМУORRA and the Dwelling Unit Rental Agreement. A notice from the Owner to a Non-Resident Occupant shall be served by registered or certified mail to the Occupant's last known address and, if appropriate, shall contain the information required by NMSA 1978 47-8-34.1. Notice to a Non-Resident Occupant shall be effective upon mailing. **IF OCCUPANT CHANGES HIS/HER ADDRESS HE/SHE SHALL GIVE OWNER WRITTEN NOTICE OF ANY SUCH CHANGE WITHIN TEN (10) DAYS SPECIFYING OCCUPANT'S NEW CURRENT ADDRESS AND TELEPHONE NUMBER.**
18. **ENTIRE AGREEMENT.** There are no representations, warranties or agreements by or between the parties which are not fully set forth herein, and no representative of Owner or Owner's agents is authorized to make any representations, warranties or agreements other than those expressly set forth herein.
19. **BINDING EFFECT.** This rental agreement shall be binding upon the heirs, executors, administrators, representatives, successors and permitted assigns of the parties hereto.
20. **TIME.** Time is of the essence of each and every provision of this Rental Agreement.
21. **RULES AND REGULATIONS.** Any rules and regulations provided to Occupant when this agreement commenced, given to Occupant with 30 days notice or are posted in a conspicuous place in the building are made a part this rental agreement, and Occupant shall comply at all times with such rules and regulations. Owner shall have the right from time to time to proclaim amendments and additional rules and regulations for the safety, care and cleanliness of the property and all common areas or for the preservation of good order, and upon posting of any such amendments or additions in a conspicuous place in the building shall become part of this rental agreement.
22. **WAIVER.** Owner's failure to enforce any obligation or duty of Occupant or to seek a remedy for Occupant's default of any provision of this agreement shall not be deemed to be continuing in nature. Owner may enforce every provision of this agreement after any period of non-enforcement.
23. **RETURNED CHECK CHARGE.** A CHARGE IN THE AMOUNT LISTED ON THE FIRST PAGE WILL BE MADE FOR EACH CHECK RETURNED UNPAID BY OCCUPANT'S BANK (\$25 IF LEFT BLANK).
24. **INTEREST.** ANY DELINQUENT RENT AND ANY OTHER CHARGES AND AMOUNTS DUE SHALL BEAR INTEREST AT THE STATUTORY RATE UNTIL PAID.