

RESIDENTIAL LEASE AGREEMENT

This Lease is made by and between _____ as authorized agent for Owner (herein "Owner") and _____
_____ (herein "Resident", whether one or more), for rental of the following premises as a private dwelling only.

1. **PREMISES:** Upon owners acceptance as herein provided, Resident agrees to rent from Owner the premises located in the State of New Mexico and described as: _____
2. **LEASE TERM:** The initial term of this Lease shall commence on _____ and end on _____. This Lease will be automatically renewed on a month-to-month basis thereafter, unless at least thirty (30) days written notice of termination is given by either party as required by Paragraph 21 below. **Verbal notice is insufficient.**
3. **RENT:** Resident agrees to pay rent each month in the amount of \$(_____) **and payment is to be mailed to or brought by in person to:** _____ in advance and without demand, to Owner at the address above, or at such other place as may be described by Owner from time to time. Such monthly rent is due and payable on or before the first (1st) calendar day of each month with grace period. Rent paid after that day is delinquent; and if all rent due is not paid on or before the third (3rd) calendar day of the month, the Resident agrees to pay a late fee of ten percent (10%) of the monthly rental charge for the term of the lease for any rents received after the third (3rd) calendar day of the month. If the late charge is not paid in the month due, it may be taken out of any deposits. Resident further agrees to pay \$_____ for each dishonored bank check. All rents must be paid, cashier's check, money order, or personal check. Resident's right to possession and all other Owner's obligations hereunder are expressly contingent on the prompt payment of rent. Owner may accept partial payment of delinquent rent without waving any rights or remedies under this Lease or permitted by law. If there are multiple residents, Resident agrees to pay by single payment in full.
4. **DEPOSIT:** Owner acknowledges the receipt of a deposit set forth in the paragraph 31(G) below to secure the payment and performance of Resident's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of the deposit on account of Resident's obligations hereunder. Balance remaining upon termination of this Lease shall be returned to the Resident within thirty (30) days from the date possession is delivered to Owner, together with a written statement showing any deductions from the deposit by Owner. It is the Resident's obligation to provide Owner with a forwarding address. The Resident may not use the deposit in lieu of rent payments. The fact that the Resident has paid a deposit does not limit Owner's rights and remedies under this Lease, including the right to regain possession or collect damages in excess of the deposit. The Owner is not required to pay interest on the deposit.
5. **OCCUPANCY/USE:** The premises shall only be used as a dwelling with no more than _____ adults and _____ children in occupancy. Occupancy by guests staying longer than 30 days will be considered a material violation on this Lease. The premises will only be occupied by the following persons (list all adults and minors): _____.
6. **MULTIPLE OCCUPANCY:** It is expressly understood that this Lease is between the Owner and all Residents who sign this Lease. All Residents shall be jointly and severally liable for timely payment of rent and the performance of all other obligations of this Lease. Notice to any Resident constitutes notice to all.
7. **UTILITIES:** Owner will pay for the following utilities: ___ Gas, ___ Electricity, ___ Water & Sewer, ___ Trash. Except as provided in the preceding sentence, Resident shall pay for all utilities and services provided to the premises, including those which Owner has not agreed to pay. Resident agrees to place such utilities in the Resident's name upon taking possession. The Owner will automatically issue a Turn-Off Notice to the utility companies three (3) days after the initial term of the Lease commences. **Resident pays all Utilities.**
8. **PETS:** _____ pet allowed. If Resident keeps a pet on the premises, the Resident agrees to clean up the droppings of the pet often and regularly, and the Resident shall keep the pet quiet during evening hours from _____ PM to _____ AM. Also, if Resident keeps additional pets without being agreed upon in the Lease, the Resident shall pay an additional \$50.00 per month, per pet rental charge for the duration of the Lease.
9. **ASSIGNMENT AND SUBLETTING:** The Resident shall not assign or sublet without prior written consent of the Owner, which consent may be withheld by the Owner for any reason. Owner must be notified and must consent in writing to any change in the Resident who occupies the premises and all new adult Residents must sign this Lease. The Owner may sell, transfer and assign the premises at any time without consent of the Resident.
10. **ACCESS BY OWNER:** Resident shall permit Owner or Owner's agents to inspect the premises at reasonable times, make necessary or convenient repairs, alterations or improvements, supply services, protect the premises, and exhibit the premises to prospective residents, purchases, workman, contractors, or mortgages, Owner or Owner's agents may enter the premises without Resident's consent in the event of an emergency.
11. **PERSONAL PROPERTY:** Resident acknowledges that the following furniture and personal property belonging to Owner is located at the premises, that such personal property is in good condition, and that such personal property must be restored to Owner in the same good condition upon termination of the lease: _____.
Resident agrees to repair or replace all damage to such personal property.

- 12. CONDITION OF PREMISES:** A written inspection report has been provided to Resident. Within thirty (30) days after the date of this Lease, Resident shall complete and return this form to Owner to report any defects or damages to the premises; otherwise the premises will be deemed satisfactory, with everything in clean condition and good working order. Resident acknowledges that he/she has inspected the premises and accepts same in “AS-IS” condition, except for defects noted on the written inspection report. Owner makes no implied warranties. Upon move-out, Resident agrees to surrender the premises in the same condition as when received, reasonable wear and tear excepted. Resident agrees to pay for any repairs necessary to correct defects or damage not listed in the written inspection report. Resident shall use reasonable diligence in caring for the premises and will not make any alterations to the premises without prior written consent of Owner. No holes shall be put in walls, ceilings or floors, and Resident agrees not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises. No waterbeds or water furniture, antenna installation, lock changes, or additional locks shall be permitted without prior written consent of the Owner. Resident will be required to carry adequate insurance to cover any potential damage that might be caused by such furniture and, to the extent such insurance proceeds prove inadequate, Resident agrees to pay for all such damage.
- 13. MAINTENANCE, REPAIRS OR ALTERATIONS:** Resident agrees to give prompt **written** notice of all needed repairs and services to Owner, except in an emergency, when telephone calls will be accepted. Resident shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner, including equipment, appliances, and furnishings therein, and shall surrender same at the termination of this Lease in as good condition as received, reasonable wear and tear excepted. Resident shall be responsible for damages negligently or deliberately caused by Resident, Resident’s family or guests. Resident agrees to reimburse Owner promptly upon damage the amount of loss, property damage, or cost of repairs or services caused by deliberate, negligent or improper use by Resident, Resident’s family or guests. For example, Owner shall not be liable for, and Resident shall pay for, the following: (1) any damage to doors, windows or screens unless due to negligence of Owner, (2) all plumbing stoppages in lines exclusively serving premises, and (3) any damage caused by doors or windows left open or unlocked. **(4) Resident agrees that no smoking will be allowed inside the premises, and will be held liable for any smoking related damages.** (5) Resident further agrees that they will, at all times, protect concrete areas from damage & staining due to leaking oil and fluids. Resident shall notify Owner immediately in case of malfunction of equipment or utilities, or damage by fire, water, or other cause and Owner shall act with due diligence in making any repairs that are not the responsibility of Resident and rent shall continue and not abate during such repair periods, except as otherwise provided in paragraph 28. Damage to the premises shall be restored to original or better condition by Owner’s usual and customary method of repair at competitive prices.
- 14. LAWNS AND SHRUBS:** (initial one)
_____ Owner acknowledges responsibility for the care and maintenance of all lawns, shrubs, and common areas. Resident will assist by depositing trash and garbage only in approved bags or receptacles, and if the premises include an enclosed patio or courtyard, Resident agrees to keep same free of trash, weeds, and pet litter.
_____ Resident acknowledges responsibility for the care and maintenance of all yards, lawns and shrubbery of the premises. Resident agrees to properly water the lawns and shrubbery and to maintain the lawn in well-mowed condition at all times. Resident will maintain the grounds in a weed-free condition at all times. Failure to properly care for the lawn and shrubs will be considered willful negligence and Resident agrees to pay for any resulting damage. Resident acknowledges that proper tools and equipment to maintain lawn and shrubs will be provided by Resident.
- 15. HOUSE RULES:** If the premises are part of a building containing more than one dwelling, Resident agrees to abide by, and cause Resident’s family, guests and other occupants to comply with, any and all house rules, whether promulgated before or after the date of this Lease, including, but not limited to, rules with respect to noise, odors, disposal or refuse, pets, parking and the use of common areas. Any such house rules are part of this Lease. The conduct of Resident, Resident’s family, guests and other occupants shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other residents. Unless written house rules provide otherwise, the following rules apply: music and social gatherings should be subdued after _____ PM; sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress and egress; garbage shall only be disposed of in appropriate containers or bags and shall be placed on the curb only on garbage pick up days; swimming pools, storerooms, laundry rooms, exercise rooms and equipment, and other facilities are to be used wholly at the risk of persons using them. Resident shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities and agrees not to use the premises in any unlawful or immoral fashion that might injure the reputation of Owner, the premises or the neighborhood. All such rules, and any written house rules, may be enforced through Owner’s agent and Resident shall hold same harmless for reasonable enforcement.
- 16. PARKING:** Resident agrees to park no more than _____ vehicles on the premises. Any vehicle in non-operating condition must be removed within 48 hours. The premises will not be used for the repair of vehicles, boats, motor homes, trailers, or campers. Recreational vehicles, boats, motor homes, trailers and campers will not be parked at the premises without Owner’s prior written permission. Inoperable, abandoned vehicles blocking access by other residents or unauthorized vehicles will be towed away at Resident’s expense. Resident agrees to immediately reimburse Owner for any towing or storage costs incurred by the Owner.
- 17. TRANSFER OF EMPLOYMENT AND MILITARY TRANSFERS:** Resident will not be released from this Lease on grounds of voluntary or involuntary schools withdrawal, job transfer, marriage, divorce, loss of co-resident, bad health, voluntary enlistment in the armed forces, or for any other reason, unless otherwise agree to herein. In the event the Resident is or becomes a member of the armed forces on extended active duty and receives a change in duty orders to depart the local area, or is relieved from such active duty, the Resident may terminate this Lease by giving Owner written notice at least thirty (30) days prior to next rent payment date. Resident shall remain liable for all rent, late charges and other damages occurring before such termination. Resident agrees to furnish Owner a certified copy of any such change-of-duty orders or other evidence satisfactory to Owner to show that Resident has the right to terminate this Lease pursuant to this paragraph. Military permission for base housing does not constitute a change-of-duty order.
- 18. OWNER’S LIMITED LIABILITY:** Neither Owner or Owner’s agent shall be liable for any damage or injury to Resident, any other person or any property, occurring on the premises, or any part thereof, adjacent thereto or in common areas thereof, unless such damage is

the result of deliberate or negligent act of Owner, Owner's agent or employees. Neither Owner nor Owner's agent will be liable for any damages or losses to persons or property caused by other residents or persons, theft, burglary, assault, vandalism, or other crimes occurring on the premises or in any part thereof, adjacent thereto or in common areas thereof. Neither Owner nor Owner's agent shall be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water, leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, acts of God or any other reason unless same is due to deliberate or negligent acts of Owner, Owner's agent or employees. Resident has inspected existing locks and latches and agrees that they are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request of Resident. **OWNER STRONGLY RECOMMENDS THAT RESIDENT PROCURE HIS/HER OWN RENTER'S INSURANCE TO PROTECT HIMSELF/HERSELF FROM ALL RISKS AND OCCURRENCES.**

- 19. INDEMNIFICATION:** Resident agrees to hold harmless, defend and indemnify Owner (excepting only to the extent that Owner is liable under paragraph 18 above) with respect to any and all claims, damages, and causes of action of every nature for personal injury, death or property damage occurring in, upon or adjacent to the premises, or common areas thereof, including, without limitation, attorney fees and court costs incurred by Owner. Resident agrees to give Owner immediate written notice of any injury or property damage occurring on the premises.
- 20. ABANDONMENT:** Resident must give Owner written notice of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of such absence. If the Owner determines, based on facts reasonably available to Owner, that Resident has vacated the premises without prior notice to Owner for a period in excess of seven (7) days and if the rents are delinquent, such circumstances shall constitute abandonment. Upon any abandonment of the premises, Owner may immediately re-enter and take possession of the premises without judicial process and Owner may also elect to enforce all rights and remedies provided under this Lease and afforded by law for a default by Resident. Any property of Resident left on the premises after an abandonment may be removed and stored by Owner and, if stored, Resident agrees to pay and reimburse Owner for storage fees. Any such abandoned property may, if reasonably determined by Owner to be worthless, be discarded. Any such abandoned property may be sold or otherwise disposed of by Owner or any storage company in the manner provided by law. Resident releases and discharges Owner from any liability for any loss incurred by Resident as a result of the sale or disposition of abandoned property.
- 21. NOTICE OF INTENTION TO VACATE:** Resident agrees to give Owner written notice of intention to vacate at least **thirty (30) days prior to the next rent payment date** in each of the following circumstances: (a) if Resident decides to vacate on the expiration date of this Lease, (b) if Resident decides to terminate this lease after the expiration date of the initial term of this Lease, or (c) if Resident decides not to accept any rent adjustment of which Resident receives notice from Owner as provided in paragraph 22 below. For example, if such written notice on March 31, the Lease would be terminated effective April 30, but if such written notice is given on April 1, the Lease would not be terminated until May 31. Rent will not be prorated for any portion of the last month. Owner also has the right, after expiration of the initial term of this Lease, to terminate this Lease for any reason and it is the sole option by giving Resident written notice at least 30 days prior to the next rent payment date.
- 22. RENT ADJUSTMENTS:** At any time during the holdover or renewal period. Owner reserves the option to increase or adjust the monthly rent payable by Resident hereunder by giving Resident prior written notice of the new monthly rent and the date on which such new month rent will begin, which date shall not be sooner than the first (1st) day of the second month following the month in which any written notice is mailed to Resident by Owner.
- 23. DEFAULT BY RESIDENT:** In the event of any default by Resident of this Lease or of Resident's obligations under the Uniform Owner Resident Relations Act (herein "the Act"), Owner may elect to: (a) seek injunction relief as permitted by the Act, or (b) terminate this Lease or re-enter and regain possession without termination, after notice and in the manner required by the Act and recover from Resident all damages Owner incurs by reason of the breach of this Lease, including attorney fees, court costs and other expenses of regaining the premises, accrued and unpaid rents, the cost of any repairs to restore the premises to their original condition (reasonable wear and tear excepted), any expenses of re-renting the premises (including advertising costs), and any difference between rents received pursuant to re-renting premises and the rents that would have otherwise been payable by Resident for the remaining term of this Lease. If Resident fails to pay any monthly or additional rent when due, after not less than three (3) days written notice of such default given in the manner required by the Act, Owner, at his option, may terminate all rights of Resident hereunder, unless Resident, within said time, shall cure such default. As provided by the Act, all other defaults must be cured within seven (7) days after written notice.
- 24. SECURITY AGREEMENT:** To secure the payment of all rents and other sums due and to become due under this Lease and the performance of all other obligations of Resident under this Lease or the Act, Resident hereby grants Owner an express contractual lien on and security interest in all of Resident's personal property of every kind that may now or hereafter be located on the premises (herein "the Security Interest"). The Security Interest hereby granted, is in addition to, and not in lieu of, the statutory landlord's lien. Owner shall have all rights and remedies of a secured party under the New Mexico Uniform Commercial Code (herein "the Code"). To the extent permitted by law, Resident waives all personal property exemptions. Resident agrees that, upon any default under this Lease, Owner may immediately take possession of the personal property subject to the Security Interest, with judicial proceedings, that Owner may sell, lease or otherwise disposal of all such personal property, by public or private sale, that five (5) days prior written notice of any such sale or other disposition shall be deemed reasonable notice under the Code, and that Owner shall have the right to become the purchaser at any such sale upon being the highest bidder. Resident agrees to pay Owner all reasonable charges for packing, removal or storing personal property subject to the Security Interest and for all attorney fees, court costs and other expenses incurred by Owner to enforce the Security Interest. Resident hereby nominates and appoints Owner as Resident's attorney-in-fact to execute and file one or more financing statements as Owner may deem necessary to perfect the Security Interest and agrees that such power of attorney is coupled with an interest and is irrevocable until all rent and other obligations of Resident under this Lease and the Act shall have been fully paid and performed.
- 25. DEFAULT BY OWNER:** Owner agrees to act with diligence to: (a) keep common areas reasonably clean, (b) maintain fixtures, hot water, plumbing, electrical, heating, air conditioning equipment and other systems, (c) remain in substantial compliance with applicable

state and local laws regarding safety and sanitation, and (d) make all reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident, Resident's family or guests. If Owner violates the foregoing, Resident may terminate this Lease only when the following procedures are followed: (a) Resident shall make written request to repair or correction of the condition and all rents must be current at such time, (b) after receipt of such request, Owner shall have reasonable time to repair considering the nature of the problem and the reasonable availability of materials, labor and utilities, (c) if such reasonable time has lapsed and if Owner has not made a diligent effort to repair, Resident shall then give Owner written notice of intent to terminate this Lease unless the repair is made within seven (7) days, and (d) if repair has not been made within such seven (7) day period, Resident may terminate this Lease.

26. ACCEPTANCE BY OWNER: This Lease is not valid and enforceable unless the Owner or Owner's agent signs it within five (5) days after the first date shown above. Owner may reject this Lease for any reason. If Owner elects not to accept this Lease, all deposits and prepaid rent will be returned immediately to Resident.

27. MORTGAGES: Owner may encumber or mortgage the premises, either before or after the date of this Lease, without Resident's consent. This Lease is subordinate to any such mortgage. If any such mortgage is foreclosed, the holder of such mortgage may either terminate this Lease or require Resident to pay and perform this Lease for the benefit of the holder of such mortgage.

28. DESTRUCTION OF PREMISTS: If the premises are destroyed or damaged by fire or other casualty to the extent that possession or enjoyment off the premises are substantially impaired, Resident may, as provided by the Act, either vacate and terminate this Lease within seven (7) days after vacating by written notice to Owner or proportionately abate rent until such damage is repaired. Owner shall not be required to reconstruct the premises following any such damage regardless of whether insurance proceeds are available for such purpose.

29. SEVERABILITY: If any provision of this Lease is determined to be unlawful, all remaining provisions of this Lease shall continue in full force and effect.

30. BANKRUPTCY: Should Resident be adjudged a bankrupt, either voluntary or involuntary, or should a Court appoint a receiver because of Resident's insolvency, Owner shall have the option to terminate this Lease and take possession of premises. In no case shall this Lease be deemed an asset of Resident after adjudication in bankruptcy, the appointment of a receiver, or any assignment of benefits for creditors.

31. MISCELLANEOUS: Owner and Resident further agree as follows:

A. No oral agreements have been entered into and this Lease shall not be modified except in writing. Each resident states that he or she is of legal age to enter into binding contract. The paragraph captions appearing herein are only for convenience and no way define, limit or construe the scope or intent of such paragraph nor in any way affect this Lease. Nothing in this Lease shall be construed as waiving any of the Owner's or Resident's rights under the laws of New Mexico. All remedies of the Owner are independent, concurrent and cumulative and are not exclusive of any other remedy to which the Owner may be lawfully entitled. Owner's failure or delay in requiring strict performance of any such provision of this Lease shall not be deemed a waiver of that or any other breach. The acceptance of a partial payment of rent shall not be deemed a waiver of Owner's rights to the full amount thereof.

B. In any legal action brought by either party to enforce the terms hereof or relating to the premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

C. Any notice which either party may or is required to give, may be given by mailing the same, certified, postage prepaid, or delivered in person to Resident at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time. If mailed, such written notice shall be deemed received (whether or not in fact received) on the earlier of actual receipt or the third (3rd) day after the day of mailing.

D. Time is of the essence of this Lease.

E. Owner may report unpaid rent and damages to the Credit Bureau of Albuquerque for recordation in Resident's credit file.

F. Whenever in this Lease Resident agrees to pay money, such obligation shall be deemed a covenant by the Resident to pay additional rent for the purpose of determining the rights and remedies of Owner.

G. Owner or Owner's agent acknowledges receipt of the following monies from Resident:

a. Security Deposit (circle one) Check Money Order.....	\$ _____
b. First and/or Last Month's Rent (circle one) Check Money Order.....	\$ _____
c. Prorated Rent from _____ to _____ (____ days @ \$____ per day)	\$ _____
d. Application Fee (circle one) Cash Check Money Order.....	\$ _____
Total Monies Due Prior to Occupancy	\$ _____
Total Monies Received (_____)	\$ _____
Balance Due and Payable in Full prior to move - in:	\$ _____

32. ADDITIONAL PROVISIONS:

33. ENTIRE AGREEMENT: This Lease 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 superceded by this Lease. Please read this Lease carefully and ensure you understand it. It has been carefully drafted to conform with the New Mexico Uniform Owner Resident Relations Act. The following Exhibits, if any, have been made part of this Lease before the parties execution hereof: _____ Signatures below mean that all parties have read and understand the provisions of this Lease and have received a copy of this Lease and attached Exhibits and documents.

 RESIDENT DATE

 OWNER / OWNER'S AGENT DATE