



REALTORS® ASSOCIATION OF NEW MEXICO RESIDENTIAL RENTAL AGREEMENT - 2010 PART I - BROKER DUTIES

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2).

Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Associate Broker or Qualifying Broker shall disclose in writing to their prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers:

- (A) Honesty and reasonable care as set forth in the provisions of this section;
 - (B) 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;
 - (C) Performance of any and all oral or written agreements made with the Customer or Client;
 - (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;
- If the Broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose such agreement in writing to the other Brokers involved in the Transaction;
- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
 - (F) Prompt accounting for all monies or property received by the Broker;
 - (G) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; and or (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; (3) other Brokerage Relationship options available in New Mexico;
 - (H) Disclosure of any adverse material facts actually known by the Associate Broker or Qualifying 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 do not include data from a sex offender registry or the existence of group homes;
 - (I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
 - (J) Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.

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PART II

1. BROKERAGE RELATIONSHIPS DISCLOSURE. Brokerage is representing Owner subject to a written agreement as an agent.

2. Broker Farrell Thurston working with Owner ☒ does ☐ does not have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party:

business relationship

If the Brokerage or Qualifying Broker has a material interest or relationship of a business, personal or family nature in the transaction, that interest or relationship must also be disclosed separately.

3. ☐ Tenant ☒ Owner is a New Mexico real estate Broker.

Tenant _____ Date _____ Time _____ Tenant _____ Date _____ Time _____

OWNER'S BROKER

Thurston Realty
Owner's Brokerage Firm

Farrell Thurston
Broker

Broker ☒ is ☐ is not a REALTOR®

Signature _____ Date _____ Time _____



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NOTE: The material in this Agreement which is printed in *italics* is derived from the Uniform Owner-Resident Relations Act of 1999. This material should not be altered without consulting an attorney. Laws change from time to time and the parties are advised to check with legal counsel to determine whether the italicized portions are in effect at the time this Agreement is executed.

1. PARTIES. _____ ("Tenant")

agrees to rent from Thurston Realty
("Landlord") and Landlord agrees to rent to Tenant the Property described in paragraph 2. This Agreement is between the Landlord and each of the parties, jointly and severally. This means that each Tenant will be responsible for payment of the rent and performance of Tenant's obligations under this Agreement. Tenant may not assign or sublet all or any portion of the Property or this Agreement to any other person without the written consent of Landlord, which shall not be unreasonably withheld.

2. PROPERTY.

Address _____ Unit _____
City _____ State _____ Zip Code _____ County _____

The property will also include the following common areas: _____

3. **TERM.** The term of this Agreement is to begin on _____ and will terminate at 11:59 pm Mountain Time on _____. On the last day of the Term this Agreement will be automatically renewed as a month to month tenancy unless written notice of termination has been sent by either party no less than thirty (30) days prior to the beginning of the rental period.

4. **RENT.** Rent will be \$ _____ per month, payable in advance on the 1 day of the month at **A \$30 discount will be allowed if paid on or before the 1st of the month**. Tenant permits Landlord to use any rent paid for unpaid deposits or damages.

5. **LATE CHARGES.** If rent is not paid within 3 days of the due date, Tenant will pay as a penalty the sum of \$ 10.00 per day (which cannot exceed 10% of the total monthly rent). The Landlord will provide notice of the late fee no later than the last day of the rental period immediately following the period in which the default occurred. This is not a grace period.

6. **DEPOSITS.** Tenant will pay the amount of \$ _____ as a deposit to be used by Landlord to recover any losses incurred as a result of Tenant's noncompliance with this Agreement including, but not limited to, unpaid deposits, damages, repairs, cleaning, utilities, or rent. Tenant cannot use any part of the deposit in lieu of rent. Within thirty (30) days after the end of the Term or departure, whichever is later, Landlord will (a) provide to Tenant a written itemized statement showing any deduction from the deposit and (b) return the balance of the deposit, if any, to Tenant at Tenant's last known address. Deposits and prepaid rent will be held by ☐ Landlord ☒ Owner.

Upon termination of the property management agreement relating to the Property, all deposits and prepaid rent held by Landlord will be delivered to Owner of the Property. *The total of all deposit for a rental agreement with a term of less than one year cannot exceed one month's rent. The deposits for a rental agreement with a term of one year or more may exceed one month's rent, but the entire deposit will then be subject to annual payment by Landlord of interest at the rate required by law.*

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

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7. USE. The Property may be used only as a residence. Tenant agrees to limit the number of occupants to no more than 2/bedroom persons. Landlord consents to occupancy by only the following persons:

Any change in occupancy must be approved by Landlord in advance in writing. *In addition, all use of the Property by Tenant will comply with all applicable laws, ordinances, regulations, restrictions, covenants, condominium regime, neighborhood association rules, or other rules as may be adopted from time to time.*

8. PARKING. Tenant is permitted to park no more than 1/Bedroom vehicles at the Property and only during the term of this Agreement. Landlord may specify, from time to time, where Tenant's vehicles may be parked. Only vehicles which are registered and operable may be parked at the Property. Vehicles with flat tires, dead batteries, etc., are deemed inoperable. Unless otherwise agreed in writing by the parties, no recreational vehicles, boats, or trailers may be parked at the Property. No vehicles may be parked inside the Property. It will constitute a breach of this Agreement for Tenant or any of Tenant's guests or invitees to park in any place other than Tenant's approved parking spaces, or use any handicapped parking without proper authority, or park so as to block access or interfere with any other person's right to enter, leave, or park at the Property. Only personal vehicles may be parked at the Property; commercial or government vehicles are prohibited unless approved by Landlord in advance in writing. If Landlord elects to tow vehicles parked in violation of this Agreement, Tenant will pay all costs. Landlord may elect to tow with or without notice.

Recreational vehicle, boat, or trailer parking is ☐ permitted ☒ prohibited.

9. PETS. Unless otherwise provided below in this paragraph, no pets of any kind, whether mammals, reptiles, amphibians, birds, fish, rodents, insects, arachnids, or any other form of animal life whatsoever are allowed, *unless the animal is an assistive animal of a disabled person.* Landlord may require satisfactory proof of need for an assistive animal. Tenants may be required to sign a separate agreement relating to residence by a pet, *except that none of the provisions of such an agreement will have the effect of discriminating against a person with a disability or denial to such a person of the equal enjoyment of housing.* Landlord approves the following pets: _____

with additional rent of \$ _____ per _____; and/or pet fee of \$ _____
subject to Paragraph 6. *No additional charge can be required for assistive animals for a person with a disability.*

10. KEYS. Landlord will furnish _____ keys, _____ mailbox keys, _____ access keys, _____ other keys, _____ garage door openers to Tenant. Tenant is prohibited from making or permitting to be made any duplicate keys. Replacement keys will be provided by Landlord at a cost of \$ _____ per key or per set. Tenant is not permitted to change the locks on the Property. Any Tenant who is no longer an occupant must return all keys, etc. Tenant will be responsible for all charges due (\$ 65.00) if Landlord rekeys the Property as a result of any breach of this Agreement.

11. UTILITIES. The payment of utilities for the ☐ Property ☐ Common Areas will be allocated as follows:

	Landlord		Tenant			Landlord		Tenant	
Gas/Propane	<input type="checkbox"/>		<input type="checkbox"/>		Sewer	<input type="checkbox"/>		<input type="checkbox"/>	
Electricity	<input type="checkbox"/>		<input type="checkbox"/>		Cable TV	<input type="checkbox"/>		<input checked="" type="checkbox"/>	
Refuse	<input type="checkbox"/>		<input type="checkbox"/>		Other	<input type="checkbox"/>		<input checked="" type="checkbox"/>	
Water	<input type="checkbox"/>		<input type="checkbox"/>		Other	<input type="checkbox"/>		<input checked="" type="checkbox"/>	

Tenant must place all utilities for which Tenant is responsible in Tenant's name upon commencement of the Term and must leave them in Tenant's name until this Agreement is finally terminated. Any bill received by Landlord for utilities which should be paid by Tenant will be treated as unpaid rent and Landlord will have the right to serve a notice of noncompliance. Any failure by Tenant to place Tenant's utilities in Tenant's name or to pay utility bills when due will constitute a material breach of this Agreement. Landlord will have no liability if Tenant fails to contract for or pay for utilities.

12. OBLIGATIONS OF LANDLORD. *Landlord will make those repairs necessary to keep the Property and the common areas in safe condition. Landlord will maintain the electricity, plumbing, sanitary, ventilation, heating systems, and other facilities and appliances including air conditioning, and elevators, if any, in good and safe working order. Landlord will provide receptacles for garbage, ashes and trash. Landlord must provide running hot and cold water and reasonable heat.*

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13. OBLIGATIONS OF TENANT.

A. *Tenant must keep the Property as clean and safe as its condition permits and deliver the Property in the same condition as when the Term began, ordinary wear and tear excepted. "Ordinary wear and tear" does not include uncleanness. Tenant will dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner. Tenant will use all electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances including air conditioning or elevators, if any, in a reasonable manner. Tenant will not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Property or knowingly permit any person to do so. Tenant will act and require other persons on the Property with Tenant's consent to act in a manner that will not disturb the neighbors' peaceful enjoyment of the Property. Tenant must obey any written rules or regulations adopted by the Landlord and amended from time to time.*

B. *Tenant will not knowingly commit nor consent to any other person knowingly committing a "substantial violation," which means (1) possession, use, sale, distribution or manufacture of a controlled substance, excluding misdemeanor possession and use; (2) unlawful use of a deadly weapon; (3) unlawful action causing serious physical harm; (4) sexual assault or sexual molestation; (5) entering in the dwelling or vehicle of another person without consent and with intent to commit theft or assault; (6) theft or attempted theft by use or threatened use of force; (7) intentional or reckless damage to property in excess of \$1,000. If a substantial violation occurs in the dwelling unit, or inside or within 300 feet of the boundary of the Property, under the circumstances described in this paragraph, the Landlord may terminate this Agreement upon three days written notice, subject to applicable law.*

C. *Tenant is not permitted to abate rent or take any other action permitted by law unless Tenant first gives Landlord written notice of the conditions needing repair and Landlord does not remedy the conditions within seven (7) days after notice of the condition. If Landlord makes a reasonable attempt to adequately remedy the condition prior to the deadline, this Agreement shall not terminate.*

D. *Under no circumstances can Tenant abate rent or terminate this Agreement if the conditions complained of are a result of the deliberate negligent act or omission of Tenant, a member of Tenant's family, or any other person on the Property with Tenant's consent, or on the basis of the unavailability of an amenity, which is a facility, appliance or area supplied by Landlord, the absence of which would not materially affect the health and safety of Tenant or the habitability of the Property.*

E. **In the event, the Tenant(s) receive written notice of legal action regarding owner or property, Tenant(s) will immediately contact landlord and deliver said notice to landlord.**

F. MAINTENANCE OF EXTERIOR. (Check if applicable.)

☒ Tenant agrees to maintain the exterior of the property, including lawn, trees, shrubs, plants, etc.

Maintenance includes: ☐ watering ☐ feeding ☐ weeding ☐ pruning ☐ mowing ☐ raking ☐ furnace filter

☒ other **Keeping area around your entrance clean.**

14. ACCESS. Landlord may enter the premises at reasonable times to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the Property to prospective or actual purchasers, mortgagees, prospective Tenants, workers, or contractors. Landlord will give such notice as is reasonable under the circumstances. *Landlord may enter without consent in case of an emergency, or if Landlord is performing repairs or services within seven days of a request by Tenant, or when Landlord is accompanied by a public official conducting any inspection or a cable, electric, gas, or telephone company representative. If Tenant gives reasonable prior notice and alternate times or dates for entry and it is practical and will not result in economic detriment to Landlord, Landlord will attempt to reasonably accommodate the alternate time of entry.*

15. CONDITION OF PREMISES. Tenant acknowledges that Tenant has examined the Property prior to signing this Agreement and knows the condition. Tenant will inform Landlord of any accidents, malfunctions, broken equipment, leaks, or any other similar conditions on the Property. Tenant will also inform Landlord of any unsafe conditions in the common areas of which Tenant is aware. Landlord will perform an inspection of the Property after termination of this Agreement for the purpose of assessing damages occurring during the term of this Agreement. Tenant will be responsible for costs of repair of all such damage not including normal wear and tear.

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16. LEADBASEDPAINT. *If the Property was constructed before 1978, (except if the term of the lease is less than 100 days with no possibility of renewal), Federal Lead-Based Paint Regulations will apply, and Landlord must provide to Tenant disclosures and information required by Federal regulations. RANM Form 5113, Lead-Based Paint Disclosure Before Lease, may be used for these disclosures. Tenant must also receive a pamphlet called "Protect Your Family from Lead-Based Paint in Your Home." The Property ☐ is ☐ is not subject to the Lead Paint Regulations. If the Property is subject to the Lead Paint Regulations, see attached addendum, "Lead Based Paint Disclosure - Before Lease."*

17. COMPLIANCE WITH LAWS. Landlord shall comply with all laws, ordinances, and regulations governing the Property and the rental agreements with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibit discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation), the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

18. REPAIRS; ALTERATIONS. Tenant will not make any repairs at the expense of Landlord. Tenant will not paint, paper or otherwise redecorate or make alterations to the Property without the prior written consent of Landlord. Any permitted alterations which are not performed in a workmanlike manner will be corrected at Tenant's expense.

19. ABSENCE; ABANDONMENT. If Tenant will be away from the Property for more than 7 days, Tenant must notify Landlord no later than the first day of the absence. During the absence Landlord may enter the Property at any reasonable time. *If Tenant is absent for more than one full rental period or in excess of seven days, whichever is less without notice to Landlord, and if the rent is delinquent, this is deemed to be abandonment and Landlord may take immediate possession of the Property without legal process.*

20. DISPOSITION OF PROPERTY.

A. *If this Agreement terminates as a result of abandonment as defined in paragraph 19, Landlord will store personal property of Tenant left on the Property for not less than 30 days. Landlord will notify Tenant of Landlord's intent to dispose of the personal property on a date not less than thirty days from the date of the notice, and include a telephone number and address where Tenant can reasonably reach Landlord to retrieve the personal property before the disposition date. The notice will be personally delivered or sent first class mail, postage prepaid, to Tenant at the last known address. If the notice is returned undeliverable or where the last known address is the Property, Landlord will also serve notice to such other addresses as Tenant has provided to Landlord. If Tenant does not retrieve the personal property within the time specified, Landlord may dispose of the personal property.*

B. *If this Agreement terminates by Tenant's voluntary surrender, Landlord will store any personal property for 14 days from the date of surrender. If Tenant has not retrieved the personal property after 14 days, Landlord may dispose of the personal property.*

C. *If this Agreement terminates by a writ of restitution, Landlord has no obligation to store any personal property of Tenant after three days following execution of the writ of restitution, unless otherwise agreed by the parties.*

D. *If the personal property has a market value of less than \$100, Landlord may dispose of the property in any manner. If the personal property has a market value of over \$100, Landlord may retain the property or sell it and send Tenant an itemized statement as required by law. Landlord may charge reasonable storage fees and the prevailing rate of moving fees. Landlord may require payment of all storage and moving charges before release of the personal property.*

21. BREACH OF AGREEMENT BY TENANT.

A. *Except as provided in the Uniform Owner-Resident Relations Act [Sections 47-8-1 to 47-8-51 NMSA 1978], if there is noncompliance with Section 47-8-22 NMSA 1978 materially affecting health and safety or upon the initial material noncompliance by Tenant with this Agreement or any separate agreement, Landlord shall deliver a written notice to Tenant specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that this Agreement will terminate upon a date not less than seven days after receipt of the notice if the breach is not remedied in seven days.*

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B. Upon the second material noncompliance with this Agreement or any separate agreement by Tenant, within six months of the initial breach, Landlord shall deliver a written notice to Tenant specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that this Agreement shall terminate upon a date not less than seven days after receipt of the notice. If the subsequent breach occurs more than six months after the initial breach, it shall constitute an initial breach for purpose of applying the provisions of this section.

C. The initial notice provided in this section shall state that this Agreement will terminate upon the second material noncompliance with this Agreement or any separate agreement by Tenant within six months of the initial breach. To be effective, any notice pursuant to this subsection shall be given within thirty days of the breach or knowledge thereof.

D. If rent is unpaid when due and Tenant fails to pay rent within three days after written notice from Landlord of nonpayment and Landlord's intention to terminate this Agreement, Landlord may terminate this Agreement and Tenant shall immediately deliver possession of the dwelling unit; provided that tender of the full amount due, in the manner stated in the notice, prior to the expiration of the three-day notice shall bar any action for nonpayment of rent.

E. In any court action for possession for nonpayment of rent or other charges where Tenant disputes the amount owed because:

(1) Tenant has abated rent pursuant to Section 47-8-27.2 or 47-8-4 NMSA 1978; or

(2) Landlord has allocated rent paid by Tenant as payment for damages to the premises;

then, if Landlord is the prevailing party, the court shall enter a writ of restitution conditioned upon the right of Tenant to remedy within three days of entry of judgment. If Tenant has satisfied the judgment within three days, the writ shall be dismissed. If Tenant has not satisfied the judgment within three days, Landlord may execute upon the writ without further order of the court.

F. Except as provided in the Uniform Owner-Resident Relations Act, Landlord may recover damages and obtain injunctive or other relief for any noncompliance by Tenant with this Agreement or the Uniform Owner-Resident Relations Act.

G. When the last day for remedying any breach pursuant to written notice required under the Uniform Owner-Resident Relations Act occurs on a week-end or federal holiday, the period to remedy shall be extended until the next day that is not a weekend or federal holiday.

H. If Tenant knowingly commits or consents to any other person in the dwelling unit or on the Property knowingly committing a substantial violation as defined in Section 13B of this Agreement and in the Uniform Owner-Resident Relations Act, Landlord shall deliver a written notice to Tenant specifying the time, place and nature of the act constituting the substantial violation and that this Agreement will terminate upon a date not less than three days after receipt of the notice.

I. In any action for possession under Subsection H of this section, it shall be a defense that Tenant is a victim of domestic violence. If Tenant has filed for or secured a temporary domestic violence restraining order as a result of the incident that is the basis for the termination notice or as a result of a prior incident, then the writ of restitution shall not issue. In all other cases where domestic violence is raised as a defense, the court shall have the discretion to evict Tenant accused of the violation, while allowing the tenancy of the remainder of Tenants to continue undisturbed.

22. DISCLAIMER. Neither Landlord nor any person working for Landlord will be liable to Tenant for any damage or injury to Tenant or any other person or any personal property on the Property or the common areas unless it is caused by a deliberate or negligent act of Landlord. Neither Landlord nor any person working for Landlord will be liable for the acts of any other resident of any other unit near the Property, or any other person, in the area around the Property or the common area. Landlord is not responsible for any losses due to fire, flood, any damage by water from whatever source, interruptions of utilities, burglary, assault, theft, vandalism or other crimes in or around the Property, acts of God or any other cause. Tenant acknowledges that no insurance carried by Landlord provides coverage or protection for any property of Tenant or Tenant's guests.

23. INDEMNITY. Tenant will indemnify and hold harmless Landlord for all expenses incurred (including attorneys' fees) as a result of claims of third persons based on conduct or acts of Tenant or a family member or guest of Tenant.

24. INSPECTION. Landlord will not be bound by any estimate of damages made during an inspection, if any, at the termination of this Agreement. Any estimates are subject to modification before the final accounting.

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25. MISCELLANEOUS. Time is of the essence of this Agreement. This Agreement cannot be modified or canceled except by a writing signed by all parties. This Agreement is the entire agreement between the parties and supersedes all prior oral statements. If any portion of this Agreement is in violation of the Uniform Owner-Resident Relations Act, the invalidity of that portion will not affect the validity of this Agreement or any other portion.

26. SERVICE CIVIL RELIEF ACT. Tenant(s) ☐ is ☐ is not subject to the SCRA, commonly referred to as the Military Clause. RANM Form 6104 is attached if Tenant(s) is subject to SCRA.

27. ADDITIONAL PROVISION. Rental Policy Addendum is part of this agreement.

TENANT

Tenant	Date	Time
Tenant	Date	Time
Tenant Names (Print)		Email Address
Tenant Address	City	State Zip Code
Tenant Home Phone	Business Phone	Fax

Additional address and telephone number for Tenant, to be used if Tenant cannot be located or in case of emergency.

C/O Name (Print)			
Address	City	State	Zip Code
Business Phone	Fax	Email Address	

LANDLORD

Landlord is authorized by Owner to manage the Property and to receive service of process and any notices and demands under this Agreement.

Thurston Realty

Firm

Farrell Thurston

By (Print)

Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®

Signature	Date	Time
PO Box 2018	Las Cruces	NM 88004
Address	City	State Zip Code
(575) 373-4663	(575) 373-2192	office@farrellthurston.com
Business Phone	Fax	Email Address