



## REALTORS® ASSOCIATION OF NEW MEXICO LEAD-BASED PAINT DISCLOSURE BEFORE LEASE - 2012

All parts of this form must be completed in the proper order, including check-boxes, and everyone must sign it before Tenant can legally lease the Property. It would be a violation of federal law for Landlord to lease the Property to Tenant before Landlord and Tenant have complied with each and every provision of the law.

This Disclosure and Acknowledgment will be attached as Addendum No. \_\_\_\_\_ to the Rental Agreement between Landlord and Tenant, dated \_\_\_\_\_, \_\_\_\_\_  
Relating to the following Property:

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description

or see attached metes and bounds or other legal description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_  
County, New Mexico.

### 1. LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can post health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

### 2. OWNER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards:

☐ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_

☒ (ii) Owner has no knowledge of lead-based paint and/or lead-based paint hazards.

(b) Records and reports available to Owner:

☐ (i) Owner has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List documents below.)  
\_\_\_\_\_

☒ (ii) Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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**3. 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."

**4. AGENT'S CERTIFICATION**

A. Agent has informed Landlord of Landlord's obligations under Sec. 42 U.S.C.A. 4852d to:

- (1) provide Tenant with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;";
- (2) complete this Lead-Based Paint Disclosure before giving it to Tenant;
- (3) disclose any known lead-based paint or lead-based paint hazards in the Property;
- (4) deliver to Tenant a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
- (5) retain a completed copy of this Disclosure for at least three (3) years following signing of the lease.

B. Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

*This form is not required for zero bedroom units, leases for less than 100 days where no renewal or extension can occur, housing exclusively for the elderly or disabled (unless children live there), rental housing that has been inspected by a certified inspector and found to be freed of lead-based paint; renewals of leases where disclosure has taken place and no new information has become available.*

***Warning***

***Portions of this form are required by Federal regulations and should not be revised.***

**Certification**

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

**OWNER**

Owner Signature	Date	Time
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Owner Signature	Date	Time
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**Thurston Realty, Farrell Thurston**

Owner Names (Print)

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**TENANT**

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

**LANDLORD/BROKER**

**Thurston Realty**

Landlord/Broker Firm

**Farrell Thurston**

By (Print)

Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®
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_____ By (Signature)		_____ Date	_____ Time
<b>PO Box 2018</b>	<b>Las Cruces</b>	<b>NM</b>	<b>88004</b>
Address	City	State	Zip Code
<b>(575) 373-4663</b>	<b>(575) 373-2192</b>	<b>office@farrellthurston.com</b>	
Business Phone	Fax	Email Address	



## REALTORS® ASSOCIATION OF NEW MEXICO RESIDENTIAL RENTAL AGREEMENT - 2012 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 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 the existence of 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) Disclosure of any potential conflict of interest 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; 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) Written 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;
  - (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:

**Broker has an ownership interest in the property.**

*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 \_\_\_\_\_



## REALTORS® ASSOCIATION OF NEW MEXICO RESIDENTIAL RENTAL AGREEMENT - 2012

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, Farrell Thurston**

("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 of this Agreement to any other person without the written consent of Landlord, which shall not be unreasonably withheld.

This Residential Rental Agreement ☐ does ☐ does not contain a Personal Guaranty Addendum, RANM Form 6105.

### **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 **1st** day of the month at **the places specified on the Rental Policy Addendum (see paragraph 2-5).**  
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 \$ \_\_\_\_\_ per **month** (*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.*

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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 see policy 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 see policy 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 \$ 20.00 per key 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 (\$ 75.00 ) 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:

	<b>Landlord</b>		<b>Tenant</b>			<b>Landlord</b>		<b>Tenant</b>	
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 type="checkbox"/>	
Refuse	<input type="checkbox"/>		<input type="checkbox"/>		Other	<input type="checkbox"/>		<input type="checkbox"/>	
Water	<input type="checkbox"/>		<input type="checkbox"/>		Other	<input type="checkbox"/>		<input 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 Keep area around the entrance clean and do not put any trash on the property. All trash is to be put in the trash cans.**

**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.

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**RESIDENTIAL RENTAL AGREEMENT - 2012**

**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.** The Rental Policy Addendum is attached and 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 checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®
--

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



## REALTORS® ASSOCIATION OF NEW MEXICO PERSONAL GUARANTY AGREEMENT - ADDENDUM – 2012

This Guaranty applies to that certain Lease/Rental Agreement dated \_\_\_\_\_, \_\_\_\_\_ between the parties \_\_\_\_\_ ("Tenant") and **Thurston Realty, Farrell Thurston** ("Landlord") for the following Property:

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description

Or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

In consideration of the making of the attached Lease/Rental Agreement by the Landlord with the Tenant at the request of the undersigned (each, a "Guarantor", and collectively "Guarantor"), from which each Guarantor will benefit, the Guarantor (jointly and severally if more than one) guarantees payment of all financial obligations of the Tenant arising out of the Lease/Rental Agreement and performance of all other provisions of the Lease/Rental Agreement by Tenant, including obligations which arise out of renewals, extensions, modifications or amendments to the Lease/Rental Agreement (collectively, "Guaranteed Obligations"). This Guaranty is an absolute, irrevocable and unconditional guaranty of payment and/or performance to Landlord on demand in the event of nonpayment or nonperformance by Tenant. Guarantor agrees:

Landlord is not required to sue or exhaust its remedies against Tenant or others before enforcing this Guaranty. Demand may be made or suit may be brought against any one or more Guarantor without impairing the rights of Landlord against another Guarantor. Landlord's rights under this Guaranty will not be released or reduced by:

1. Insolvency, bankruptcy, dissolution, liquidation, receivership, reorganization, change of form, structure or ownership, sale of all assets, or lack of corporate, partnership or other power of Tenant, or any payment by Tenant to Landlord held to be preference under bankruptcy law;
2. Without notice to or consent from Guarantor, creation, renewal, extension, modification, assignment or rearrangement of the payment or performance of any or all of the Guaranteed Obligations, or any adjustment, indulgence, forbearance, or compromise that may be granted or given by Landlord to Tenant or a Guarantor from time to time, or any release of or change in any security for or any other action taken or refrained from being taken by Landlord against Tenant or any security or other recourse or of any new agreement between Landlord and Tenant;
3. Any neglect, delay, omission, failure, or refusal of Landlord to take or prosecute any action for collection or enforcement of any of the Guaranteed Obligations.

Except for full payment and performance, the Guaranteed Obligations will not be discharged by any acts or omission which, but for the provisions of this Guaranty Agreement, might be deemed a legal or equitable discharge or release of a Guarantor. This Guaranty is for the benefit of the Landlord and Landlord's successors and assigns. If Landlord assigns the Lease/Rental Agreement its rights and benefits under this Guaranty automatically will transfer to the assignee. Each Guarantor waives notice of any such transfer or assignment.

All notices and demands to Guarantor given to the address shown below shall be adequate, unless written notice of a change of address is provided to Landlord by certified mail, with return receipt requested. The Guarantor will pay all costs of enforcement of this Guaranty Agreement incurred by Landlord, including reasonable attorney fees. This is the entire agreement between Landlord and Guarantor. It replaces all prior discussions, promises and agreements, if any.

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**REALTORS® ASSOCIATION OF NEW MEXICO  
PERSONAL GUARANTY AGREEMENT - ADDENDUM – 2012**

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Residence Address (Physical Address) City State Zip Code

\_\_\_\_\_  
Telephone Cell Fax

\_\_\_\_\_  
Guarantor Signature Date Time

\_\_\_\_\_  
Guarantor Signature Date Time

By \_\_\_\_\_  
Name of Person who signs on behalf of a legal entity other than an individual

Its \_\_\_\_\_  
Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m.

**LANDLORD SIGNATURE**

**Thurston Realty**

\_\_\_\_\_  
Landlord Name

**Farrell Thurston**

\_\_\_\_\_  
Landlord Name

\_\_\_\_\_  
Residence Address (Physical Address) City State Zip Code

\_\_\_\_\_  
Telephone Cell Fax

\_\_\_\_\_  
Landlord Signature Date Time

\_\_\_\_\_  
Landlord Signature Date Time

By **Farrell Thurston**  
Name of Person who signs on behalf of a legal entity other than an individual

Its **Manager**  
Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PERSONAL GUARANTY AGREEMENT - ADDENDUM – 2012**

**ACKNOWLEDGEMENT FOR NATURAL PERSON**

STATE OF NEW MEXICO )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW MEXICO )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGEMENT FOR ENTITIES**

STATE OF NEW MEXICO )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW MEXICO )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC