



**THURSTON REALTY**  
Office 505-373-4663 Fax (505) 373-2192  
P.O. Box 2018, Las Cruces, NM 88004  
3920 Sombra Morada, Las Cruces, NM 88012  
**RENTAL POLICY ADDENDUM**



1) LANDLORD

Thurston Realty, PO Box 2018. Las Cruces, NM 88004, is the landlord of this property. Farrell Thurston is the Property Manager for Thurston Realty and can be reached at 505-373-4663, (Emergencies - 575-373-9444).

2) WHEN SHOULD YOU PAY YOUR RENT?

All rents are due and payable **on or before the 1<sup>st</sup> day of the month**, delinquent on the 3<sup>rd</sup>. It is your responsibility to pay and see that we receive the money each month. We post notices and file with the court if you are delinquent.

3) HOW AND WHERE CAN YOU PAY YOUR RENT

Please pay rent in the form of a personal check, cashiers check or money order unless agreed otherwise. If a personal check is ever returned with insufficient funds all future rents must be paid by cashiers check or money order.

**By mail to:** Thurston Realty, P.O. Box 2018, Las Cruces, NM 88004.

**Drop off at:** 3920 Sombra Morada, Las Cruces, NM 88012.

Office Hours are 8:30 AM to 5:30 PM Monday Through Friday

4) WHY SHOULD YOU PAY YOUR RENT ON TIME?

Credit is one of your most valuable assets. Your rental agreement is made on the basis of your integrity and ours. We will be happy to give good credit references to residents who meet their obligations on time.

5) WHAT IF YOU ARE UNABLE TO PAY ON TIME OR IN FULL?

**Pay early or on time. In this way you can avoid late notices, delinquency and eviction.** All rent is due and payable on or before the first day of each month, payable in advance. All rents are delinquent on the 3<sup>rd</sup>. Please pay your rent in the office, personally or by mail. Make all checks payable to Thurston Realty, A thirty five dollar (\$35.00) service fee will be charged to residents for checks that are returned unpaid from the bank. If for any reason you are unable to make your rental payment on time, you must call the office and inform the management so that arrangements acceptable to all parties can be worked out. A late fee of \$10.00 per day will be charged if rents are not paid on the 1<sup>st</sup> day of the month. All discounts for early or on time payments are void if rent is not received before the 1<sup>st</sup>.

6) LEASE RENEWALS AND MONTH TO MONTH TENANCY

On the last day of the rental term, unless required notice of intent to vacate has been submitted (see section 3 of lease), the rental agreement will automatically renew as a month-to-month tenancy, and the discount for paying on or before the 1<sup>st</sup> day of the month will no longer apply. Rent will be the maximum amount stated on the Residential Rental Agreement with no discounts. If the rental agreement is to be renewed, a new lease or a lease extension agreement must be signed by both parties. New terms and conditions may apply with the lease extension or a new lease agreement.

7) SECURITY DEPOSITS AND CHARGES AGAINST SECURITY DEPOSITS

Residents in properties rented by Landlord are advised that their security deposit will be charged for repair and cleaning services. It is a concept of ours that the precept of good housekeeping basically dictates that when a resident leaves an apartment or house, it should be possible for the next resident to move in **with no cleaning necessary**.

Cleaning, Repairs or painting of any kind will be charged at the greater of the subcontracted company's job rate or \$30.00 per hour. Either will have an additional \$20.00 per hour supervision charge.

Carpet Cleaning will be charged at the greater of the subcontracted rate or \$0.35 per square foot of area cleaned. Either will have an additional \$20.00 per hour supervision charge.

Tenant is responsible to maintain the landscaping. This includes and is not limited to watering, fertilizing and mowing the grass, trimming and pruning shrubbery and trees, removing weeds from the yard and keeping the general appearance of the exterior of the home in good condition. Pictures will be taken at the beginning and end of the lease. Any repair or replacement of the landscaping will be at tenants expense.

Landscaping repair or replacement will be charged at the greater of the subcontracted price or \$35.00 per hour plus materials and either including a \$20.00 per hour supervision charge.

All Tenants are required to have the carpet cleaned by a professional steam cleaner every year and prior to vacancy. (You may call the office if you need references). If any repairs or cleaning are necessary, charges are to be made in accordance with the following schedule:

The Security Deposit is applied as payment for cleaning and damages beyond ordinary wear and tear, and for rent loss, if any, and may be refunded only after 30 days of vacating premises, provided the home is left in acceptable condition and all terms of the lease have been met. The management will determine what portion (if any) of the security deposit is refundable to the tenant. The security deposit may not, under any circumstances, be used by you for the final month's rent.

***(A 20% surcharge will be added to all cleaning and repair bills.)***

8) LOCKS RE-KEY

If at any time, tenant(s) is granted permission and only with permission to re-key the locks to the property, tenant(s) will provide a master key to landlord within 24 hours of the re-keying. The remaining key(s) in tenant(s) possession are subject to Paragraph 10 of the Rental Agreement.

## 9) APPLIANCES

If a washer, dryer or refrigerator are included in the dwelling, tenant is allowed to use them and agrees to treat them with care. Their use is for tenants only. If they should cease to function, rent will not be reduced and Landlord has no responsibility to but may repair them. If upon final inspection they are found to have been damaged by tenant beyond normal wear and tear, money will be retained from the deposit for their repair.

## 10) REPAIRS and HEATING / COOLING

You are required to change or clean your own furnace filter and perform simple routine maintenance. This should be done at least every two months for best efficiency of your furnace. If there is mechanical failure of your furnace please call us for service. You are responsible for the cost of changing from cooling to heating in the winter and visa-versa in the spring. The changeover must be done by a Thurston Realty approved service person. Please call us with at least one week's notice of when you would like your AC started or changed to heating. The cost to do this service is approximately \$95. You will be billed for this service once completed. You are not allowed to do the service yourself unless you are trained and approved in writing by us to do so.

Upon a tenant request for repairs, landlord will attempt to coordinate convenient time for repairs during business hours. If an appointment is scheduled with tenant for repairs and tenant does not arrive for the appointment, tenant will be charged for the service call plus an additional \$20 cancellation fee. These charges will be due with the following months rental payment and will be subject to termination of rental agreement if not paid in full.

## 11) CARPET CLEANING

You are required to have your carpet professionally steam cleaned just prior to vacating the dwelling at the end of your lease period. If you renew your lease you are required to have your carpet cleaned at least once a year. If your carpet is not professionally cleaned (we may ask for a receipt as proof) your security deposit will be deducted from for these services.

## 12) OWNER SALE OF PROPERTY

Tenant understands that the owner of this property has the right to sell the property at anytime subject to tenant's rights and Tenant agrees to cooperate with owner or owner's agent to show the house at reasonable times as needed to facilitate such sale.

## 13) VACATING BEFORE END OF LEASE

Tenant shall have no authority to reduce the term of the lease. Should tenant need to vacate before the term of the lease expires they will be responsible for all costs incurred to release the property and loss of rent to Landlord for the time of vacancy. Under Landlord's discretion, Tenant may assist Landlord in locating a suitable replacement tenant should they need to vacate prior to the end of the lease term.

## 14) WHAT IS EXPECTED OF ME AS A TENANT?

Although your rental dwelling is your home, it is not your property. Please be respectful of your neighbors and keep the noise level to a minimum. This is generally a governmental code requirement. We require that you practice good housekeeping

techniques to keep the dwelling clean and maintained, we require that the exterior of your home is kept in a clean and presentable manner. Please dispose of all trash and debris in the proper trash receptacles. Please keep all clutter off the walkways and driveways as this could prove to be a serious hazard.

15) ARE PETS ALLOWED?

Pets are NOT allowed unless specified in the lease agreement. If there is a specification in the lease agreement that a pet is allowed, there is an additional deposit that is required as well as additional pet rent on a monthly basis, which is not refundable to the tenant. There is a designated area of the yard that all pets are to be housed to prevent damage to the yard and dwelling. In the event that there is damage to the yard, landscaping or dwelling due to pets, the necessary funds will be retained from the security deposit to make any and all necessary repairs. If it is discovered that a pet is being housed at the rental unit, without prior authorization from landlord, a lease violation will be issued and the lease agreement may be terminated immediately.

16) IS SMOKING ALLOWED INSIDE THE DWELLING?

Due to the extreme damage that is caused by smoke, smoking will not be allowed inside the dwelling. If it is discovered that the tenants or their guests are smoking inside the home, a lease violation will be issued and the lease agreement will be terminated immediately. In the event that the tenant does smoke inside the dwelling, the necessary funds will be retained from the security deposit to make any and all necessary repairs to repair the home to the state it was in prior to the lease.

17) ARE THERE RANDOM INSPECTIONS?

The landlord / owner reserves the right to inspect the property at any time, as long as prior notice is delivered to the tenant 24-hours prior to inspection.

18) The following items have been included in the lease:

_____ Refrigerator (description) _____	(initial)
_____ Washer (description) _____	(initial)
_____ Dryer (description) _____	(initial)
_____ Window Blinds/Drapes (description) _____	(initial)
_____ (other _____)	(initial)
_____ (other _____)	(initial)

Signature of Tenant

Date

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Signature of Tenant

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Date

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Signature of Tenant

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Date

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Signature of Tenant

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Date

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Landlord or Authorized Agent

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Date