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Addendum #1: Property to Stay on The Rented Premises

This Addendum is part of the Rental Agreement, and its purpose is to make certain to all parties of the Rental Agreement which personal property will stay with the rented Premises during the period that the Rental Agreement is in force, and under what conditions. This Addendum is not meant to modify or replace the Rental Agreement or any other written agreement between the Landlords and Tenant(s). This agreement fully includes but does not individually list all structures and fixtures (e.g. overhead fans, faucets, etc.) that are normally not removed by Tenant(s). By signing this Addendum, Tenant(s) and Landlords agree to all of the following:

(1) All of the items are on the Premises when this Addendum is signed and are in good working conditions.

(2) The items being left on the Premises are the personal property of the Landlords, and that no transfer of property rights of any of these items to the Tenant(s) is intended or has resulted unless separately agreed to in writing.

(3) The Tenant(s) agree to take reasonable care of all of these items, subjecting them only to their normal uses, wear and tear. "Normal uses" are limited to those uses and operations for which the item was designed, built, sold and installed for, and which a warranty would normally apply if the item was still under warranty, and excludes neglect.

(4) If an item* becomes broken, damaged or lost, stolen or vandalized, Tenant(s) agree to repair or replace the item at Tenant(s) own expense within thirty (30) days with the same type of item of comparable or greater value. *Exception: Landlords will repair or replace (with an item of the same or similar type and of the same or greater value) at their own expense fixture items that become broken due to normal use, wear and tear (e.g. dishwasher, disposal, sink R.O. unit, air conditioning, furnace), however, Landlords reserve the right to remove a fixture or non-fixture item owned by them and not replace it with a compatible item if the item is not required for the safety and health of the residents. Landlords will reasonably attempt to notify Tenant(s) in writing at least ten (10) days before removing an item.

(5) If the Tenant(s) no longer needs a non-fixture item owned by Landlords, then Tenant(s) must notify Landlords in writing and Landlords have thirty (30) days in which to remove the item. If the item is not removed within 30 days, or the Landlords provide their written permission, Tenant(s) may dispose of the item. If the item is serviceable or reasonably repairable, Landlords may require that Tenant(s) donates the item and obtains and provides to the Landlords a donation receipt. After seven (7) days of written notice to the Landlords about the need to remove an item, unless the Landlords object in writing, Tenant(s) may at their own expense safely and temporarily remove the item from its normal location on the Premises and, if the item is normally not one stored and used outside, store the item within the home, back porch or shed covered in plastic and protected from water and weather exposure (if the item is normally stored and used outside, it may be stored in the backyard or shed, but no item can be stored in the carport or front of home).

(6) If an item becomes broken, damaged, disposed of, removed, not removed, repaired, not repaired, replaced, not replaced, updated / upgraded, not updated / upgraded for any reason, Tenant(s) shall not abate or attempt to abate rent unless the item cannot be reasonably repaired or replaced and the item is required for the health and safety of the residents as provided for by the New Mexico Uniform Owner Resident Relations Act.

(7) From time to time, Landlords may upgrade or update items, or replace items with better quality, new, newer, similar or different items. No such change will cause an increase or decrease in rent.

The following non-fixture items will be left inside the home or back porch as checked: (1) _____ Refrigerator, (2) _____ Range, (3) ____ Washer, (4) _____ Dryer, (5) _____ Microwave Oven, (6) _____ Fire Extinguishers (____), (7) _____ Curtains and Shades (_____), (8) _____ Venetian Blinds (____), (9) _____ Portable Swamp Cooler, (10) _____ Weight Benches (_____), (11) _____ (12) Chairs (_____), (13) _____ Outside Water Meter "T" Tool, (14) _____ Lamps (_____), (15) _____ Space Heater, (16) _____ Trash Containers (_____).

The following non-fixture items will be left inside the shed (backyard) or carport as checked: (1) _____ Metal Cabinet (carport), (2) _____ Cabinets (shed, _____), (3) ____ Electric Lawnmower, (4) _____ Electric Weed Trimmer, (5) _____ Drawers.

INITIAL: _____ - _____ _____ - _____
Landlord #1 Landlord #2 Tenant #1 Tenant #2

The following non-fixture items will be left in the backyard or front yard as checked: (1) _____ Wheel Barrow, (2) _____ Ladders (_____), (3) ____ Steel Table, (4) _____ Rakes (____), (5) _____ Shovels (____), (6) _____ Picks & Sledges (_____), (7) _____ Saws (____), (8) _____ Post Hole Digger, (9) _____ Lawn Table, (10) _____ Lawn Chairs (____), (10) _____ Trash Containers (____), (11) _____ Hoses (_____).

OTHER NON-FIXTURE ITEMS LEFT:

ITEM NAME/DESCRIPTION	ITEM #	ITEM LOCATIONS

As to Landlords this _____ day of _____, 20_____.

LANDLORDS:

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

As to Tenant(s), this _____ day of _____, 20_____.

TENANTS ["Tenant(s)"]:

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

INITIAL: _____ - _____ _____ - _____

Landlord #1 Landlord #2 Tenant #1 Tenant #2