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RENTAL AGREEMENT - Alamogordo, NM Home

This Rental Agreement consists of the types of covenants, obligations and conditions typical of New Mexico lease agreement / rental agreement forms commonly used by professional property managers and independent Landlords. **Note: This Form is a legal contract that legally commits you, the Tenant, to lease our, the Landlords, real property for the period, rental amount, deposits and all other covenants, obligations and conditions stated herein and in the Rental Application Form, and furthermore legally commits us, the Landlords, to rent our real property to you, the Tenant, under the same set of covenants, obligations and conditions. You may wish to consult with your attorney.** In providing you this Form, Landlords have relied heavily on the data you provided them in your Rental Application Form. **Unlike most landlords/property managers, we do permit some pets, some home business use of the property, Military PCS Clause, and some property changes** (e.g. modest above-ground backyard swimming pool; some business-related changes) (details below). If you have any questions or comments about this form, please email, fax or mail them to us (addresses above). **We will always seriously consider all reasonable changes which you might suggest.** NOTE: While generic noun, pronoun and verb forms are used herein, unless otherwise indicated: (1) All nouns and pronouns shall apply equally to both genders, and have both singular and plural meanings. (2) All verbs shall have both singular and plural meanings. Until this document is completed, signed and received by us, we reserve the right to make changes in it without prior notice or liability.

THIS RENTAL AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2_____, by and between _____ and _____ (hereinafter referred to as "Landlords"), and _____ and _____ (hereinafter referred to as "Tenant", and are also the Applicant(s) of the Rental Application Form). Landlords agree to rent to Tenant the Premises described below. This Agreement is between the Landlords and each Tenant jointly and severally. This means that each Tenant shall be both jointly and severally responsible for payment of the rent and for performance of all Tenant obligations under this Agreement.

WITNESSETH:

WHEREAS, Landlords is the fee owner of certain real property being, lying and situated in Otero County, New Mexico, such real property having a street address of **2011 Crescent Dr., Alamogordo, NM 88310** (herein referred to as "Premises" or "Property").

WHEREAS, Landlords are desirous of leasing the Premises to Tenant upon the covenants, obligations and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlords on the covenants, obligations and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants, obligations and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM; TENANT'S HOLD OVER; SUBSEQUENT LEASES; SURRENDER OF PREMISES. Landlords leases to Tenant and Tenant leases from Landlords the above described Premises together with any and all appurtenances thereto, for a Term of _____ [specify number of months], such Term beginning on _____, and ending at 12 o'clock midnight on _____. On the last 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. If Tenant remains in possession of the Premises with the written consent of Landlords after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlords and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$ _____) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party. Landlords may offer Tenant a new lease to take effect after the expiration of this Agreement. The new lease may include reasonable changes. The Tenant will be notified of any proposed new lease at least thirty (30) days before the end of this

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7. USE OF PREMISES BY OTHERS; ASSIGNMENT AND SUBLETTING. Only the Tenant and other residents listed above may reside on the Premises. Future residents may be added only with Landlords' prior explicit written consent, which shall not be unreasonably withheld. Only family members are permitted to occupy the Premises for more than 30 days in any 365 day period without Landlords' prior explicit written consent, and any such family member shall be considered to be a resident by the Landlords, and if this person is not already included in the list above, must be divulged to the Landlords' in writing to include his actual name, prior home address, phone number, age, and family relationship to the Tenant. All adult residents who are not listed above must be family members and must provide the Landlords a completed **Adult Resident Disclosure Form (ARDF)** (ARDF available free from Landlords upon request, and has questions and seeks consent similar to Rental Application form) within 30 days of becoming a resident or he must immediately leave the Premises and Tenant assumes all responsibility for him leaving the Premises, and if he does not leave the Premises, Landlords may terminate this Agreement at their option. Without Landlords' prior explicit written consent otherwise, maximum occupancy by residents is limited to eight (8) persons. Maximum overnight occupancy is twelve (12) persons and maximum daytime occupancy is twenty-four (24) persons (both including all residents, guests and visitors). Tenant shall not use the property as a daycare, child nursery, hospice, nursing home, shelter, half-way house, sanctuary, club house, worker quarters, motel or other non-family lodging. Tenant shall not assign, sublet, time-share, or grant any license to use all or any portion of the Premises or of this Agreement to any other person or entity without Landlords' prior explicit written consent. A consent by Landlords to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without Landlords' prior explicit written consent or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlords' option, terminate this Agreement.

8. KEYS. Landlords will furnish two (2) sets of keys. Replacement keys will be provided by Landlords at a cost of \$3.00 per key plus shipping, if any, for sending the key to Tenant. Any Tenant who is no longer an occupant must return all keys to Landlords within ten (10) days of Tenant departure. Tenant will be responsible for all charges due if Landlords re-key the Property as a result of any breach of this Agreement.

9. NONDELIVERY OF POSSESSION. In the event Landlords cannot deliver possession of the Premises to Tenant upon the commencement of the Lease Term, through no fault of Landlords or its agents, then Landlords or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlords or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlords or its agents, then this Agreement and all rights hereunder shall terminate.

10. NONSMOKING HOME. Due to health and safety considerations, Tenant shall not smoke inside the home on these Premises, and shall not permit any resident, guest or visitor to these Premises to smoke inside the home. Smoking outside the home is permitted as long as it is done safely, and all remnants of the smoking activity is completely and properly disposed of. Tenant shall assume all liability for all injuries and damages, if any, which result to persons or property from the use or abuse of any tobacco or smoking product on the Premises.

11. HAZARDOUS AND ILLEGAL MATERIALS AND SUBSTANCES; ILLEGAL ACTS. Tenant shall not make, keep, use or operate on the Premises any item of a dangerous, flammable or explosive character (including fireworks) that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company. Tenant shall not make, keep, distribute, use or operate on the Premises any item of an illegal nature or any item in an illegal or unsafe manner. 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, violent or negligent action causing injury or damage to any person, animal or the Premises; (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, reckless or negligent damage to property in excess of \$500. 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 Landlords may terminate this Agreement upon three days written notice, subject to applicable law. In any action for termination, if it is a defense that Tenant is a victim of domestic violence and Tenant has secured a temporary domestic 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 court cases where domestic violence is raised as a defense, the court of course has the discretion to evict Tenant accused of the violation, while allowing the tenancy of the remainder of Tenants to continue undisturbed.

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12. ANIMALS. Unlike many Landlords, we permit some pets. Tenant shall not keep on Premises or allow to be on Premises any animal which has any history of injuring people or damaging property, unlicensed where licensing is required, illegal, or which belongs to a specie or breed which is listed or viewed by the Landlords or City as a dangerous specie or breed. Tenant must not add any animal to Premises which is not listed on the Rental Application form without prior explicit written permission from the Landlords unless it is an animal required for medically assistive reasons as prescribed by a licensed physician. Landlords' prior explicit written permission is required for all animals kept on Premises and may reject any animal not proven to be medically assistive for any reason without liability. Tenant may be permitted to keep on Premises no more than four (4) total domestic dogs, cats and all other animals which are not permanently caged (domestic animals only - no farm animals permitted), each of which is listed below, and the pet deposit described below shall apply. In addition and with no required pet deposit, Tenant may be permitted to keep other animals on Premises which are permanently kept in aquariums, terrariums and/or cages as long as each animal is under ten (10) pounds in weight, under thirty (30) pounds in total weight for all non-deposit animals, less than 250 individual animals in total number, and which are nonpoisonous, nontoxic and otherwise not dangerous or illegal to possess (e.g. small collections of birds, fish, reptiles, amphibians, mammals (e.g. hamsters, gerbils, rabbits; excludes mice and rats), and ant farms within these limits are OK). For all animals in which a pet deposit applies, Tenant shall pay to Landlords a total nonrefundable pet deposit of _____ DOLLARS (\$ _____), which amounts to \$150.00 per animal for the ____ total animals described below, of which shall be used upon the termination or expiration of this Agreement to cover cleaning and repairs of Premises due to animals but which will not include any cleaning and/or repairs likely caused by an animal which exceeds any remaining balance, if any, after all such covered cleaning and repairs, and all of which the Tenant is also fully responsible for. Tenant must immediately remove any animal from Premises which has injured a person or other animal or which has damaged Premises. If Landlords determine that a person or animal has been injured or Premises damaged because of an animal Tenant permits on Premises, Landlords may have the animal immediately removed from Premises without liability. In such a case, if the identity of the offending animal cannot be determined by Landlords, Landlords have the right to have all animals immediately removed from Premises without liability which could have physically possibly done the offense. No animal which has been removed from Premises because of such an offense may ever be re-admitted to Premises without Landlords' prior explicit written permission. At no time shall Tenant operate Premises as a kennel, breeding business, pet store, pet grooming business, pet school, veterinarian service, animal rescue facility or any other animal business or activity. No animal on Premises may be treated, used or permitted or allowed to be treated, used or permitted in an illegal, dangerous, negligent or tortious manner. The pet deposit does not apply if the animal is required as a medically assistive animal by a Tenant. Landlords may require satisfactory proof of the need for an assistive animal. Tenant may be required to sign a separate agreement relating to residence by an animal, 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 equal enjoyment of housing. Tenant assumes total responsibility and liability for the care, feeding, treatment, safety, restraint and removal of all animals on Premises, if any. Landlords approve of the following animals which require a pet deposit:

_____, _____,
 _____, _____.

13. UTILITIES. Tenant shall be totally responsible for arranging for and paying for in a timely manner all utility services he contracts for on the Premises, including natural gas/propane, electricity, refuse, water, sewer, cable/satellite TV, computer services, and telephone. Tenant must place all utilities for which Tenant is responsible for in Tenant's name upon commencement of the Term and must leave them continuously connected and in Tenant's name either until this Agreement is finally terminated or, if the utility is not one underlined above, the Tenant has disconnected it. These underlined utilities above are never to be disconnected; immediately upon the termination of this Agreement for any reason, Tenant shall transfer all underlined utilities back to the names of the Landlords to prevent disconnections. Any bill received by Landlords for utilities which should be paid by Tenant will be treated as unpaid rent and Landlords 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 Tenant utility bills when due will constitute a material breach of this Agreement. Landlords assume no liability if Tenant fails to contract for or pay for utilities.

14. VEHICLE AND EQUIPMENT RESTRICTIONS. All parking is done totally at vehicle owner's liability. Tenant, other residents and their guests and visitors may not operate, place or park any vehicle or equipment on the Premises in any illegal, dangerous or risky manner or which violates any of the following restrictions without the prior explicit written permission of the Landlords. These restrictions do not apply to emergency vehicles and/or equipment being used for emergency purposes on the Premises at the time, or to vehicles and equipment owned, operated or possessed by the Landlords or their agents for a Landlord function described in this Agreement:

- (a) No vehicle or equipment which is in violation of any law, rule, regulation or code, applicable insurance company regulation, or which would be illegal or unsafe to park or be driven on City streets (unless such vehicle or equipment is never used on City streets) may be operated, placed or parked anywhere on the Premises;

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(b) No vehicle or equipment which is not owned by the Tenant, other resident or visitor or guest may be operated, placed or parked anywhere on the Premises;

(c) No vehicle or equipment which requires more than 15 amps of electric current at 120 VAC or a voltage above 120 VAC or 160 VDC, except for normal 240 VAC household appliances (e.g. electric stove and clothes dryer), may be connected to the Premises electric power;

(d) No vehicle or equipment exceeding 10,000 lbs loaded or which will crack or scratch concrete may be operated, placed or parked on the Premises (almost all cars, pickups, SUVs, vans, small/medium RVs, and trailers weigh 1,500 - 5,000 lbs (no load); e.g. VW Bug weighs about 1,750 lbs, Ford F150 Super Cab weighs about 4,000 lbs). No equipment exceeding 1,000 lbs or is powered by a fossil fuel, or vehicle, may be operated, placed or parked inside the Home or on gravel, in the backyard, or in the porch;

(e) No mobile home may be operated, placed or parked anywhere on the premises;

(f) Swimming pools, if any, must be above ground, are placed, removed and property restored totally at tenant expense, must be within City Code, and tenant assumes total liability for their operation, safety and security. Swimming pools above 100 gallon capacity require the prior written permission of the landlords;

(g) No vehicle or equipment which has tracks or skids or which is typically used in the construction industry or for farming, ranching or oil exploration (e.g. forklifts, back hoes, cranes, bulldozers, plows, trucks over 3/4 ton carry capacity, etc.) may be operated, placed or parked anywhere on the Premises;

(h) No vehicle or equipment may be operated, placed or parked anywhere on the Premises within a distance in feet from any wall, or water, gas, electric or sewer faucet, meter or line less than the loaded vehicle or equipment weight divided by 600 or 3 feet (except for furniture and appliances), whichever is greater. Examples: (A) If loaded vehicle weighs 3,000 lbs, minimum distance is 5 feet (3,000/600); (B) If loaded vehicle, power tool or gym set weighs 300 lbs, minimum distance is 3 feet; (C) If loaded freezer or couch weighs 300 lbs, minimum distance is 0 feet from baseboard;

(i) No container which stores more than 1/2-gallon of a flammable liquid or substance, oil, solvent or grease, and no vehicle or equipment which uses a flammable liquid or substance is permitted within the Home or porch. Gasoline-operated tools, motorcycles, carts and other items may be safely stored in outside shed as long as nothing interferes with complete closing of shed doors.

Landlords have the option of towing or removing or having towed or removed totally at Tenant expense any item which it reasonably believes violates this Agreement without liability. If the Landlords elect for the towing or removal of any such an item, Landlords will attempt to provide at least a 24-hr written notice of such intended action (if non-emergency in nature) so Tenant may correct the problem (if Tenant provided Landlords with a current email address or fax number), however, Landlords are not liable for failing to provide such notice.

15. MAINTENANCE AND MINOR REPAIRS; OTHER RULES. Tenant shall, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

(a) Keep the Premises as clean and safe as its condition permits and deliver the Premises in the same condition as when the Term began, ordinary wear and tear excepted;

(b) Dispose of all ashes, rubbish, garbage, trash, and fallen leaves and other waste in a clean and safe manner;

(c) Use all electrical, plumbing, sanitary, heating, ventilation, fireplace and other facilities and appliances, including air conditioning, in a reasonable manner and for the ordinary function for which they were constructed;

(d) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or knowingly permit any person to do so;

(e) Act and require other persons on the Premises with Tenant's consent to act in a manner that will not disturb the neighbors' peaceful enjoyment of their Property. And Tenant, all other residents, guests and visitors shall at all times maintain order in all parts of the Premises, and shall not make or permit any loud or improper sounds or outside lights, or otherwise disturb neighbors, and keep all sound producing equipment turned down to a sound level which does not annoy or interfere with neighbors's rights to peacefully enjoy their properties;

(f) Not obstruct physical access to or a clear view of any driveway, sidewalk, entry way, window, hallway and/or utility meter, faucet or line, with the exception of window curtains and blinds;

(g) Not cause or permit any new or different locks, bolts or hooks to be placed upon any door, gate or window or any change of any locks, bolts or hooks without the prior explicit written consent of Landlords;

(h) Keep all windows, glass, window coverings, doors, gates, locks and hardware in good, clean order and repair;

(i) Not leave windows or doors in an open position during any inclement weather;

(j) Except within the fenced backyard, not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony, nor air or dry any of same within any outside space;

(k) Keep all vents, air conditioning filters, and furnace filters in place and clean and free from dirt, debris and obstruction so that air flow is not impeded;

(l) Replace all alarm batteries within 30 days of anniversary of lease signing; and replace fire extinguisher(s) when expired;

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(m) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair. Tenant shall not allow any grease, oil, sweepings, rubbish, sand, rags, ashes, plastic, flammables, or other abrasive, corrosive, clogging or damaging substance to be thrown into or deposited therein. Any damage to any such apparatus and the cost of clearing stopped or damaged plumbing resulting from misuse shall be borne by Tenant;

(n) Keep the fireplace in good clean working order and shall use same only for the purposes for which it was constructed. Tenant shall not allow any grease, oil, sweepings, rubbish, sand, rags, ashes, plastic, garbage or other harmful or damaging substance to be thrown or deposited therein, shall maintain a protective glass or screen in front of the fireplace at all times when it contains a fire or hot coals, and shall not operate the fireplace at any time unattended or in any unsafe manner. Any damage to any such apparatus and the cost of cleaning and clearing a stopped fireplace resulting from misuse shall be borne by Tenant;

(o) Deposit all trash, garbage, rubbish, ashes and refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish, ashes, refuse, grass or weeds to be deposited on, permitted to stand on or rest against the exterior of any building, or of any fence or post;

(p) Abide by and be bound by any and all reasonable rules and regulations affecting the Premises which may be adopted or promulgated by the Landlords, the Homeowners' Association, the Neighborhood Association, or any government or judicial body having control over the Property (Note: No known associations exist at this time).

16. REPAIRS; ALTERATIONS; IMPROVEMENTS; SIGNS. Tenant shall not make or contract for any repairs, painting, papering, redecorating, alterations, constructions or improvements to the Premises without the prior explicit written consent of Landlords. Landlords will seriously consider reasonable requested additions, deletions and changes, such as the addition of a modest above-ground swimming pool in the backyard, or adding on some business-friendly feature to a room if the Tenant pays for it all and assumes total responsibility for it. Any and all such additions, deletions or changes built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by prior explicit written agreement between Landlords and Tenant, be and become the exclusive property of Landlords and shall remain on the Premises at the expiration or earlier termination of this Agreement. Landlords have the option of requiring the Tenant totally at Tenant's expense to restore all affected parts of the Premises to their original conditions prior to the expiration or earlier termination of this Agreement. Tenant shall not place any placards, signs, exterior projections (e.g. permanent antennas, towers, flagpoles), fixtures, alterations or additions on the Premises without the prior explicit written permission of Landlords and of all applicable government entities, if any. Political, religious, anticrime, community participation, missing person, lost pet, personal item sale, and garage sale type signs may be placed without Landlords' permission if they conform to all applicable laws and regulations (for business signs, see 6. OCCUPANCY above).

17. MAINTENANCE (EXTERIOR). Tenant agrees to maintain the property, including all plants on the Premises. **Tenant maintenance includes watering, feeding, weeding, mowing, raking, pruning, and disposing of debris.** Tenant pruning (trimming) is limited to bushes and tree branches which interfere with pedestrians, vehicles, structures or wires - all other tree trimming is done by Landlords or their agents at Landlord's expense.

18. WATER CONTROL; WATER HEATER. Tenant shall turn-OFF the water at the meter to the Premises when he and all other residents leave the home for more than 72 hours, and during a situation, if any, where there is a water leak on the Premises. The Premise water is easily and quickly turned OFF from the water meter located near the mail box and curb in front of Premises, and a "T" tool is provided to turn the water ON and OFF. Tenant shall not continuously run, leak or drip water within ten (10) feet of the home, and water is not to be sprayed, run or allowed to flow onto any wall, fence or other structure or equipment. Tenant shall turn the water heater down to its lowest ON setting in its thermostat-knob red area (known as "vacation" setting) when he and all other residents leave the home for more than 72 hours.

19. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence or intention of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlords and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlords refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlords shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlords exercise their right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlords as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. Tenant is not permitted to abate rent or take any other action permitted by law unless Tenant first gives Landlords' prior explicit written notice of the specific conditions needing repair and Landlords do not remedy the conditions within seven (7) days after notice of the condition. If Landlords make a reasonable attempt to adequately remedy the

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condition prior to the deadline, this Agreement shall not terminate. Under no circumstances can Tenant abate rent or terminate this Agreement if the conditions complained of are a result of an intentional or negligent act or omission of Tenant, any other resident, or any other person on the Property with Tenant's consent, or on the basis of the unavailability of an amenity (i.e. a facility, appliance or area supplied by the Landlords), the absence of which would not materially affect the health and safety of Tenant or the habitability of the Premises.

20. ACCESS TO PREMISES; INSPECTIONS; LOCKOUT. Landlords and Landlords' agents shall have the right at all reasonable times during the Term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making necessary or agreed repairs, decorations, alterations or improvements, supply necessary or other agreed upon services, and to exhibit the Property to actual or prospective buyers, mortgagees, prospective Tenants, workers, or contractors, and as deemed appropriate by Landlords for the preservation of the Premises or the building. Landlords and their agents shall further have the right to exhibit the Premises and to display the usual "for sale" or "for rent" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Agreement or to any other restrictions, rules or regulations affecting the Premises. Landlords will give such notice as is reasonable under the circumstances. Landlords may also enter without consent in case of an emergency, or if Landlords are performing repairs or for the other reasons described above within seven (7) days of a written request by Tenant or when Landlords are 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 Landlords, Landlords will attempt to reasonably accommodate the alternate time of entry. If Landlords become locked out of the Premises at a time they have the right to enter the Premises and for any reason cannot immediately locate Tenant, other resident or a Tenant family member or representative to gain entry to the Premises, Landlords will hire a locksmith at Tenant's expense to permit entry.

21. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlords, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

22. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the Term hereof.

23. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlords, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlords specifying the noncompliance and indicating the intention of Landlords to terminate the Lease by reason thereof, Landlords may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlords may, at Landlords' option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlords at law or in equity or may immediately terminate this Agreement. At any time after termination of this Agreement, Landlords may re-enter the Premises and remove all persons and animals therefrom at no liability. All removed animals will be removed either by the Landlords or by the City's Animal Control department at Tenant's expense and liability.

24. ABSENCE, ABANDONMENT, AND DISPOSITION OF ABANDONED PERSONAL PROPERTY. "Abandonment" is defined by paragraph 18 of the Uniform Owner-Resident Relations Act of 1999. If Tenant will be away from the Premises for more than seven (7) days, Tenant must notify Landlords no later than the first day of the absence. During the absence, Landlords may enter the Property at any reasonable time. If Tenant is absent for more than seven (7) days without notice to the Landlords, and if the rent is delinquent, this is deemed abandonment and Landlords may take immediate possession of the Property without legal process. If at any time during the Term of this Agreement Tenant abandons the Premises or any part thereof, Landlords may, at Landlords' option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Landlords may, at Landlords' discretion, as agent for Tenant, relet the Property or any part thereof, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlords' option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired Term if this Agreement had continued in force, and the net rent for such period realized by Landlords by means of such re-

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letting. If Landlords' right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlords shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlords may dispose of all such personal property in any manner Landlords shall deem proper and in compliance with the Uniform Owner-Resident Relations Act, and Landlords are hereby relieved of all liability for doing so.

25. LEAD BASED PAINT ISSUES; MOLD ISSUES; ASBESTOS ISSUES. Landlords have no knowledge of lead-based paint, lead-based paint hazards, mold or asbestos hazards in this housing. Landlords' 3 children were raised most of their childhood years in this home and all 3 are college graduates. Since this home was built before 1978, Federal Lead-Based Paint Regulations apply as it does to all homes built before 1978, and Landlords must provide to Tenant disclosures and information required by Federal regulations. RANF 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 Disclosure and Pamphlet state that lead paint, lead paint chips, and lead paint dust can pose health hazards if not managed properly, and that lead exposure is especially harmful to young children and pregnant women. As with any property, there may be moisture and mold issues at the property in the future and Tenant cooperation and coordination with Landlords inspection processes and any necessary and appropriate corrective action is required. Should Tenant have any maintenance issues regarding moisture and/or mold growth, Tenant must promptly report them to the Landlords so that they can be addressed promptly and properly.

26. FIXTURES, TOOLS, FURNITURE, APPLIANCES AND OTHER EQUIPMENT. Landlords will leave on the Premises to be used by Tenant for their normal uses certain equipment (e.g. appliances), tools (e.g. lawn tools), furniture, appliances, containers, parts and materials, which will be listed in a separate list (**ADDENDUM #1**) and/or listed below. These items are the responsibility of Tenant to use properly and take good care of, and to be returned to Landlords upon completion of the occupancy. Reasonable wear and tear are permitted. Tenant has reviewed this list and agrees that is correct and complete. Tenant shall not misuse, abuse, neglect or expose to weather any fixtures, furniture, appliances, equipment, tools, parts or materials (except for ladders, manual lawn tools, containers, patio furniture and other items normally left outside). Tenant shall not modify, disassemble, dispose of or remove from the Premises any of these listed items without prior explicit written consent of Landlords.

27. PREMISE CONDITION. Tenant stipulates, represents and warrants that Tenant has examined the Premises prior to signing this Agreement and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition. Tenant will inform Landlords of any accidents, malfunctions, broken equipment, leaks, or any other similar conditions on the Premises. Landlords will perform an inspection of the Premises after termination of this Agreement for the purpose of assessing damages occurring during the Term of this Agreement. Tenant will be responsible for all costs of repair of all such damages, if any, not including normal wear-and-tear.

28. BREACH OF AGREEMENT BY TENANT. 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, Landlords shall deliver a written notice to Tenant specifying the acts and omissions constituting the breach, including the duties and specific facts describing the nature of the alleged breach, and stating that this Agreement will terminate upon a date not less than seven (7) days after receipt of the notice if the breach is not remedied in seven (7) days. Upon the second material noncompliance with this Agreement or any separate agreement by Tenant, within six (6) months of the initial breach, Landlords 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, it shall constitute an initial breach for purpose of applying the provisions of this section. The initial notice provided in this section shall state that this Agreement will terminate upon the second material non-compliance with this Agreement or any separate agreement by Tenant within six (6) months of the initial breach. To be effective, any notice pursuant to this subsection shall be given within thirty (30) days of the breach or knowledge thereof.

29. DISCLAIMERS. Landlords shall not be liable for any damage or injury of or to the Tenant, other residents, guests, visitors, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlords harmless from any and all claims or assertions of every kind and nature. Neither Landlords nor any person working for Landlords shall be liable to Tenant for any damage or injury to Tenant or any other person or any personal property on the Premises unless it is caused by an intentional or negligent act of Landlords. Neither Landlords nor any person working for Landlords shall be liable for acts of any person outside of the Property or who come onto the Property without permission.

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

incurred (including attorneys' fees and costs), within 30 days of their incurrence, as a result of claims of third persons based on conduct or acts of a Tenant, resident, visitor or guest of Tenant or other person permitted by Tenant to access the Premises.

(g) **FORWARDING ADDRESSES AND CONTACTING.** Within 10 days of termination of this Agreement, Tenant must notify Landlords in writing of the correct address(es) of their next home(s). Failure to do so grants Landlords the right to notify Tenant by publication of any and all notices regarding deposit refund, left-behind or abandoned property, utilities, damages, disputes or anything else relevant to this Agreement without liability to Landlords. Landlords have no notification liability regarding left-behind or abandoned pets or property or for any emergency situation if Landlords are unable to immediately contact Tenant by telephone.

(h) **HUD SECTION 8 HOUSING.** Landlords are not legally obligated to accept HUD clients. If Landlords accept HUD, they will seriously consider HUD clients just like everyone else based on Rental Application Form.

34. FORM, EXTENT, APPLICATION, INTERPRETATION, AND DISPUTE OF FACTS. The covenants, obligations and conditions contained in this Agreement and in all other contracts, if any, between the Landlords and Tenant shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. This document contains the entire Agreement between the parties and this Agreement shall not be modified, changed, altered, canceled or amended in any way except through a written amendment signed by all of the parties hereto, and that this Agreement supersedes all prior or contradictory oral statements. If any provision of this Agreement or the application thereof shall, for any reason or to any extent, be invalid or unenforceable under the Uniform Owner-Resident Relations Act or any other law or regulation, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. Should there be any disagreement between Landlords and Tenant of the interpretation of this Agreement or of any other contract between Landlords and Tenant, Landlords' interpretation shall prevail as long as it is a reasonable interpretation. For all factual disputes, if any, regarding any covenant, obligation or condition of this Agreement or of any other contract between Landlords and Tenant, the Tenant shall have the burden of proof to prove that his version of the facts is the correct version based on the preponderance of evidence standard, except in those cases where the Landlords' version of the facts is based on facts that would be reasonably available only to the Landlords, and that all relevant and material facts alleged by Landlords or Tenant shall be made freely and immediately available to the other party to the dispute.

35. NOTICES. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlords to:

[Landlords' Names]

Landlords' Address]

If to Tenant to:

[Tenant's Name(s)]

[Tenant's Address]

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

