

BRUNI♦KARR RENTAL & MANAGEMENT AGENCY, CRMC®

New Mexico's Only Certified Residential Management Company

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Albuquerque, NM 87112

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RENTAL AGREEMENT

PREMISES

THIS AGREEMENT, made this _____ day of _____, 20_____, between Bruni/Karr Rental & Management Agency, Inc., hereinafter called "OWNER" (OR "AGENT FOR OWNER") and _____ hereinafter called the RESIDENT". For and in consideration of the covenants, conditions and agreements herein contained, OWNER rents to RESIDENT "the premises" known as _____

TERM

_____ Albuquerque, New Mexico. In the event that this agreement is not accepted by the Owner within _____ days, the total deposit received shall be refunded.

DEPOSIT

The term of this Agreement shall be for a period of _____ commencing on the _____ day of _____, 20_____, and terminating on the _____ day of _____, 20_____. RESIDENT agrees to pay a deposit in the amount of \$ _____ to be applied by the OWNER to recover losses, if any, suffered by reason of the RESIDENT'S noncompliance with this Rental Agreement including the payment of rent, late charges, damage to the premises, and other such costs suffered by OWNER arising from said noncompliance by RESIDENT. Tenant agrees the deposit will be held in the property management Trust Account or disbursed to the OWNER. Within thirty (30) days of the termination of the Rental Agreement the OWNER shall deliver or mail to the RESIDENT at the location designated by RESIDENT, the deposit together with a written itemization of deductions, if any, from said deposit (The deposit is not rent, and shall never be applied as rent by tenant.) No deposit shall be retained to cover normal wear and tear.

RENT

The RESIDENT agrees to pay as base rent for the term hereof each month in advance and without demand in equal monthly payments of \$ _____ on or before the **1ST** day of each month. Rent payments are payable to Bruni/Karr Agency at the above address. In addition, RESIDENT agrees to pay the following rent, charges, and fees, which shall be payable prior to occupancy. Payments received may be allocated to charges other than rent based on date of charge.

USE OF PREMISES / PETS

RENT: _____ to _____ Amount \$ _____ Date/Amt Pd _____
DEPOSIT: _____ Amount \$ _____ Date/Amt Pd _____
OTHER: _____ Amount \$ _____ Date/Amt Pd _____
Total \$ _____ Date/Amt Pd _____

ACCEPTANCE

RESIDENT agrees to use the premises only for a private residence and agrees that the premises shall be occupied only by RESIDENT and _____

UTILITIES

Any changes in the names and numbers of occupants or pets shall be first approved by OWNER, which approval shall not be unreasonably withheld.

By occupying the premises, RESIDENT accepts them. RESIDENT agrees to report the condition of the premises in writing on the form provided to the OWNER within five (5) days after first occupying the premises, and schedule an appointment with the OWNER for the move-in inspection. Said report shall set forth conditions which existed prior to RESIDENT'S occupancy of the premises and which are not the responsibility of RESIDENT.

OBLIGATIONS OF OWNER

If the report cites any deficiencies which are the obligation of the OWNER, to repair or replace under the terms of the applicable housing code, OWNER shall promptly make repairs or replacements to correct said deficiencies. **In the event RESIDENT fails to make the written report to OWNER, the premises shall be deemed accepted by RESIDENT in good condition.**

RESIDENT shall be responsible for the payment of all utilities and services, except _____ which shall be paid by OWNER.

Receiving credit for water bill expense, if any, is contingent upon compliance with "Policy for deducting water bills from rent. The RESIDENT shall pay for all utilities when billed. The RESIDENT agrees to arrange for the utility services which are the responsibility of the RESIDENT during the term of this Agreement.

OBLIGATIONS OF RESIDENT

1. OWNER shall, at OWNER'S sole cost and expense, maintain the premises and area in accordance with all applicable housing codes and consistent with standard practices of like properties, which shall include maintaining in good and safe working order the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances furnished by OWNER and shall also supply and maintain running water. The following items may be present at the property. They are not required by statute or code to be present and as such any repair or replacement would be at Owner's option and excluded from an Owner obligation to repair or replace. _____

2. The air-conditioning units and the furnaces will be serviced in the spring and fall. Contact the Agency or designated repair person for service.

3. If the property is located within the city limits of Albuquerque, the owner shall provide and install a smoke detector(s) and the tenant shall maintain the same.

4. Owner will re-key at the Resident's request provided the request is made within 10 days of Resident's occupancy.

RESIDENT SHALL:

1. Comply with the requirements imposed upon residents materially affecting health and safety and to keep the premises in a clean and safe condition including, but not limited to, fixtures, furniture, equipment, and facilities.

2. Use in reasonable manner, and in the manner in which they were intended, all electrical, mechanical, plumbing, sanitation, heating, ventilating, air conditioning, appliances, and other facilities in, around, or upon the premises and any common area and facilities thereto, AND to pay any expense, damage, or repair caused by RESIDENT'S negligence in the use and care thereof.

3. Dispose of all ashes, rubbish and refuse in clean and safe manner and in the proper receptacles, and keep no vehicle outside the premises, which does not have current registration or is not in operable condition.

4. Irrigation, maintenance, and trimming of all lawns and shrubbery, keeping the same clear of rubbish and weeds.

5. Conduct himself or herself (one's self), and require, and be responsible for residents, guests and invitees to conduct themselves in such a manner as to not disturb or disrupt the other residents' or neighbors' peaceful enjoyment of their premises.
6. Not assign the Agreement or sublet the premises, or any portion thereof, without the prior written consent of OWNER.
7. Give prompt WRITTEN notice to OWNER of any repairs or services which are the responsibility of the OWNER and to allow OWNER to enter the premises at reasonable times to make such repairs, and to allow OWNER reasonable access to exhibit the premises to any purchaser, mortgagee, workman, contractor, or prospective resident. If a repairman makes an appointment with the RESIDENT and the RESIDENT fails to keep the appointment, the RESIDENT will be charged for the service call.
8. Comply with the Rules and Regulations set forth by OWNER regarding use and occupancy of the premises, as the Rules and Regulations are changed from time to time, including all applicable governmental laws, statutes, ordinances, rules, codes, zoning regulations, HOA rules, and CC&R's. It is a breach of the Rental Agreement for any illegal activity to occur on the property.
9. Smoking is prohibited inside the premises, including the garage. Any damage as a result of smoking will be remedied at the resident's expense.
10. **If pets are present, the RESIDENT will be required to have the carpets professionally cleaned by a company of OWNER'S choice, at RESIDENT'S expense, upon vacating the property.**

NOTICE OF TERMINATION

This Rental Agreement is a binding contract until the expiration date. Should RESIDENT desire to terminate this agreement, written notice shall be delivered to the OWNER at least thirty (30) days prior to the expiration date or vacating date. In all cases the thirty (30) day notice begins on the 1st day of the next rental period.

In the event this agreement is not terminated by either party as herein provided, the RESIDENT shall become a holdover tenant on a month-to-month tenancy until terminated by either party as hereinabove provided.

Upon vacating, rent continues until the property is ready for the final inspection AND the keys have been returned. Both criteria must be met. Assuming the terms of the lease have been fulfilled, and after the inspection by the agency, the damage deposit is refundable in whole or in part, depending on the condition of the property. The damage and clean-up deposit CANNOT be applied towards the rent by tenant.

BREACHES OF AGREEMENT

If RESIDENT fails to pay rent or other lawful charges when due, the non-payment shall be a material breach of this Agreement. RESIDENT agrees to pay late charges on any outstanding balance as follows: Day 1 = Due; Day 2 - 5 = Grace Period; Days 6 - 10 = \$25.00; Days 11 - 30 = Additional \$25.00; Days 30 and thereafter = 10% of monthly rent. RESIDENT agrees to pay \$25.00 for each returned payment. Resident is responsible for any charges or fees made by a collection agency in the event an overdue account is referred to a collection company by the Bruni/Karr Agency. If RESIDENT fails to pay rent within three (3) days after written notice from the OWNER that the same is delinquent and OWNER'S intent is to terminate the Agreement, the OWNER may terminate the Agreement and the RESIDENT shall immediately vacate and deliver possession of the premises. In the event court action is initiated, RESIDENT is responsible for all court costs and a \$50.00 court appearance fee (per occurrence) unless the RESIDENT receives a Judgment against the Bruni/Karr Agency. Any material noncompliance with any covenants, conditions, or obligations imposed upon OWNER or RESIDENT by the Uniform Owner-Resident Relations Act or this Agreement shall be a breach.

ABANDONMENT

If the RESIDENT gives WRITTEN notice to vacate before the termination date, **he/she will be responsible for the rent payments until the property is rented or the lease expires, whichever occurs first. In addition, the RESIDENT will be responsible for the subsequent leasing fee as determined by the current rate charged by Bruni Karr plus tax, and other customary expenses such as utilities and rekeying.**

LIABILITY

If RESIDENT is absent from the premises without notice for a period in excess of seven (7) days during which rent is delinquent, the premises may be considered abandoned and the OWNER will be entitled to take immediate possession of the dwelling unit. All of the RESIDENT'S property on the premises is subject to a statutory landlord's lien. OWNER may impose reasonable charges for storing abandoned or property levied upon, and may sell same in accordance with the legal process.

OWNER will not be liable for any damages or losses to person or property caused by other residents or other persons. OWNER shall not be liable for personal injury or damage or loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, acts of God, or other causes whatsoever, unless the same is due to the negligence of OWNER or OWNER'S representative. OWNER recommends that RESIDENT secure insurance to protect himself or herself (one's self) against such occurrences.

LEAD WARNING STATEMENT

Any questions or disagreement arising out of this tenancy or this Agreement shall be governed by the Uniform Owner-Resident Relations Act (N.M.S.A.1995, 47-8-1 to 48-8-51) which, **in all cases**, shall control. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention if house was built before 1978. **LESSOR'S DISCLOSURE:** Lessor has no knowledge, records, or reports of lead based paint and/or lead based paint hazards in the housing. **AGENT ACKNOWLEDGE:** Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. **LESSEE'S ACKNOWLEDGMENTS:** Lessee has received the pamphlet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. **CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

OTHER PROVISIONS

- ____ Lessee's initials acknowledging receipt of HUD Booklet for dwelling built before 1978.
- ____ Garage Door Remotes were given to tenant at time lease is signed.
- ____ Gate passes were given at time lease is signed.
- ____ Resident acknowledges and agrees to the terms and conditions contained in "Resident Handbook".
- ____ Resident has received the relevant HOA CC&RS.

RESIDENT _____ DATE _____ RESIDENT _____ DATE _____

RESIDENT _____ DATE _____ OWNER/AGENT _____ DATE _____

Bruni/Karr Rental & Management Agency, Inc.

PNM (Electric) 1-800-687-7854, or 246-5700 NM Gas Company 1-888-664-2726 Sandia Heights Services 856 - 6419
 CenturyLink (Telephone) 1-800-244-1111 High Desert Locksmith - 994-9793 Emergency no. _____