

RESIDENTIAL RENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____
between Lucaya House Apartments hereinafter called the "Owner" (OR "AGENT")
and _____
Hereinafter called the "RESIDENT(S)".

PREMISES For and in consideration of the covenants, conditions, and agreements hereinafter contained,
Resident agrees to rent from "Owner" the premises known as

Albuquerque, NM, 87106.

TERM The initial term of this Agreement shall begin on the following dates
_____ and end on _____.
This agreement will be automatically renewed on a month -to month basis thereafter , unless at
least (30) days written notice of termination is given by either party as required by Notice of
Termination paragraph below. Verbal notice is insufficient.

RENT Resident agrees to pay a base rent each month in the amount \$ _____
advance and without demand to Owner at office. Monthly rent is due and payable on or before the
_____ day of each month **without a grace period.** Resident agrees to pay the following
rent, late charges, and fees, which shall be payable at 408 Maple SE , NM, 87106. Tenant permit's
Landlord to use any rent for unpaid deposits and damages.

DEPOSIT Resident agrees to pay a deposit in the amount of \$ _____ to secure the payment and
performance of RESIDENT'S obligations hereunder. Owner may apply all portions of the deposit
to recover losses, if any, suffered by reason of RESIDENT'S noncompliance with this agreement
including the payment of rent , damage to premises and _____ other such costs. Upon
termination of the residency , any balance remaining shall be returned to RESIDENT, within (30)
thirty days of said termination, together with a written statement showing any deductions
from a deposit by **OWNER.**
It is **RESIDENTS** obligation to provide **OWNER** with forwarding
Address. Resident agrees to use the premises only for private residence with no more than _____ with
no more than _____ person (s) in occupancy.

OCCUPANY USE Only the following person (s) will occupy the premises:

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

ACCEPTANCE Within seventy-two (72) hours after first occupying the premises, RESIDENT shall
complete and return the written condition report form that has been provided to RESIDENT (will
not be accepted after 72 hours,) to report any defects or damages to premises , otherwise,
the premises will be deemed satisfactory , with everything in a clean condition and good working
order. RESIDENT acknowledges that he/she has inspected the premises and accepts the same in
"AS-IS" condition , except for defects noted on the "move-in / move-out" report form.
Upon move-out, **RESIDENT agrees to surrender the premises in the same condition as when
received,** reasonable wear and tear is expected from regular use. RESIDENT agrees to pay any
repairs necessary to correct defects or damages not listed on the written condition report form,
and for cleaning when unit is not returned in the same condition as when received.

UTILITIES

RESIDENT will pay for the following utilities:

Gas, Water, Sewer, Electricity _____

as provided in the preceding sentence, Resident shall pay for all utilities and services provided to the premises, including those that the Owner has not agreed to pay.

OBLIGATIONS OF OWNER

Owner agrees to act diligence to (a) keep common areas reasonably clean (b) maintain fixtures, hot water, plumbing, electrical, heating, air conditioning equipment and other systems, (c) remain in substantial compliance with applicable state and local laws regarding safety and sanitation, and make all reasonable repairs, unless caused by RESIDENT.

OBLIGATION

RESIDENT agrees to give prompt **WRITTEN NOTICE to owner of** all needed repairs and services and to allow OWNER to enter premises at reasonable time to make such repairs, supply service, protect the premises, and exhibit the premises to purchasers, workmen, contractors of mortgages. RESIDENT shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner, including equipment, appliances and furnishings therein. RESIDENT shall use in reasonable manner, and in the manner in which they are intended, all electrical, mechanical, plumbing, sanitation, heating, ventilating, air conditioning appliances and other facilities thereto. RESIDENT will pay any expense, damage or repair caused by RESIDENT, Resident's family or guest's negligence in the use and care thereof. RESIDENT shall dispose of all rubbish and refuse in a clean and safe manner and in the proper receptacles (and not throw cigarette butts on hallways and courtyard), and keep no vehicle in or about the premises which is not operative condition (no mechanic work is allowed in the parking-lots). RESIDENT shall not conduct business of any kind in or about the premises without first obtaining OWNER'S written permission and shall conduct him/herself, and require, to be responsible for own residents, guests, or invitee, to conduct themselves in such manner as to **NOT disturb the other resident's peaceful enjoyment of the premises 24 hours a day**. RESIDENT shall not assign this Agreement or sublet the premises without the prior written consent of OWNER, and **TENANT shall comply with all Policies set forth by OWNER regarding the use and occupancy of the premises, which Policies may be changed from time to time by owner.**

NOTICE OF

Resident agrees to give OWNER written notice of intention

TERMINATION to vacate at least 30 days prior to the 1st of the month in either of the following circumstances: (A) if RESIDENT decides to vacate before or on the expiration date of this agreement, or (B) if resident decides to terminate this agreement after the

expiration date of this agreement, or (C) if RESIDENT decides to terminate this agreement after the expiration date of the initial term agreement. **EXAMPLE:** if notice is given on or before January 31, the agreement will terminate effectively February the 1st or thereafter, the agreement will not terminate until March 31. **You must vacate the premises at the latest by midnight on the last day of the month and leave the keys in the night drop-off no later than midnight. NO EXCEPTIONS!!! If you turn in the keys after midnight of the last day of the month you will be charged a months penalty. No exceptions!!!**

Important: Once receiving a notice to vacate we will be showing your apartment to perspective tenants.

EARLY TERMINATION

Resident (s) may terminate this agreement, even during the initial term, or written notice as set out in the NOTICE OF TERMINATION, accompanied by a payment of a termination fee equal of **two months rent**. The Termination fee is paid in addition to any damages for failure to give proper notice. **The termination fee also applies for residents that are evicted for any reason by Owner/Management.** Examples: Non payment of Rent, Seven-day notices, Parties, Suspicion of Drug Activity, Etc. This termination fee is reasonable estimate of liquidated damages and is not a penalty, the above payment does not include compensation for damages to the premises, cleaning, advertising, or any other loss pertaining to re-renting of apartment or any court cost or attorney fees. Resident may not use the deposit to satisfy any termination fee owed by Resident pursuant to this paragraph.

LIABILITY

Neither OWNER nor OWNER’S AGENT shall be liable for any damages or injuries to RESIDENT , any other person or any property, occurring on the premises, or any part thereof, adjacent thereto or in common areas thereof, unless such damage is the result of the deliberate or negligent act of OWNER OWNERS AGENT or EMPLOYESS. Neither OWNER or OWNER’S AGENT will be liable for any damage or losses to person’s property caused by other residents or persons, theft, burglary, assault, vandalism, or other crimes occurring on the premises or any part thereof, adjacent thereto or in common areas thereof. Renter is responsible for waterbed damage insurance, accidents or any property damage due to tenant owning, having, and / or installing a waterbed in the residence.

ABANDONMENT

IF RESIDENT IS ABSENT from the premises without notice for a period in excess of seven days during which rent is delinquent, the premises may be considered abandoned and the owner will be entitled to take immediate possessions of the of the dwelling unit. The Resident will notify the owner in writing of any anticipated absences in excess of seven days, not later than the first day of each absence. all of the residents property on the premises is subject to statutory landlords lien. Owner may impose reasonable charges for storing abandoned or property levied upon, and may sell same in the manner provided by law. Resident releases and discharges owner from any liability for any loss incurred by RESIDENT as a result of the sale of disposition of abandoned property.

BREECH OF AGREEMENT

If resident fails to pay rent or other lawful charges when due, the nonpayment shall be material breach of this Agreement, If all rent due is not paid in full on or before the

_____ day of the month, RESIDENT agrees to pay a **late fee of \$20.00 dollars per day**

late until such sum is paid in full, not to exceed 10% of the rent. **Resident agrees to pay \$25.00 dollar fee for each dishonored bank check.**

If resident fails to pay rent within three (3) days after written notice from the owner that the same is delinquent and deliver possession of the premises . We send out notices of nonpayment of rent on the 2nd , and on the 6th (am) we file in court. **If we have already filed in court and you decide to pay, you must pay in full at once in cash the amount due on the rent, the late fees, (not to exceed 10% of your rent), and the court fees of \$97.00 in order to cancel the court order.**

Any material noncompliance with any covenants, conditions, or agreements imposed upon OWNER or RESIDENT by the Uniform-Resident Relations Act, or this Agreement shall be a breach.

MISCELLANEOUS

OWNER and RESIDENT further agree as follows:

- A) No oral agreements have been entered into, and the Agreement shall not be Modified except in writing, each resident state that he or she is of legal age to enter into the binding contract.
- B) In any legal action brought by either party to enforce the terms hereof, the Prevailing party shall be entitled to all incurred in connection with such action including reasonable attorneys fees.
- C) OWNER may report any unpaid rent and damages to a Credit Bureau for Recordation in RESIDENTS credit file.
- D) This agreement constitutes the entire agreement between parties here to and Is a legal binding document and all prior discussions, negotiations, and agreements, written or verbal are superseded by this agreement.

OWNER and RESIDENT FURTHER AGREE AS FOLLOWS:

* **No fur bearing animals** in the building or residence at any time. YES NO
 No babysitting animals or any quest with pets. **NO PIT BULLS, BULL TERRIERS, ROTTWEILERS, OR WOLF HYBRIDS OR ANY CANINE BREED WITH DOMINANT TRAITS ARE ALLOWED AT ANY OF THE PROPERTIES THAT ALLOW DOGS!!!**

- * **Three Strikes You're Out Policy. Quiet Time is all the time:** No loud parties. No loud music. No screaming. Anything which disturbs the peaceful enjoyment of other tenants.
- * **In an emergency situation:** Owner may not be required to give previous notice verbal or written notice to tenant regarding emergency turn off of Water, Gas, and /or Electricity.
- * **Tenant agrees to throw trash in the city dumpster only. Unless there is a trash pick up assigned in your area.** Tenant agrees no to throw such items in the courtesy trash cans in the entryways or in the laundry faculties or the parking areas. Tenant further agrees to keep clean on balconies, entry ways, hallways, yards, and all common areas.
- * **All motor Vehicles:** Must have current registration, and must be kept in **working condition, also no flat tires as well as broken windows.** There is no working on vehicles in the parking or common areas. Only 2 vehicles permitted per Apartment.
- * **Houses, apartments, or basements with utilities included,** Refrigerated air units or other appliances that may consume more energy or electricity than our monthly average may not be added or installed in the apartment without the owners consent. If you do so, we will have to bill you for any utilities above our average monthly cost for that residence.
- * **We reserve the right to correct any honest mistakes** regarding new contract, deposits, or payment of rent, and to terminate the contract when such correction is not acceptable by the tenant.
- * **Deposits and or any rent payment amount received by lesser to hold a rental unit will not be refunded if tenant changes his or her mind regarding the contract once it has been agreed upon in writing, Owner will be entitled to keep such sum to re-advertise the property and to compensate for loss income. Owner and or manager may pursue further legal action in accordance to the contract as noted under "Early Termination."**

Signatures below mean that all parties have read and understand the provisions of agreement and have received a copy of this agreement, and all attached Exhibits, if any, and related Documents.

Date: _____ **Date:** _____

Resident Manager _____ **Residents:** _____

Residents: _____

Residents: _____

Residents: _____

Information below is part of the contract, merely accounting & tracking information regarding the contract, which may change at the time of the contract and any time thereafter.

Please mark off transactions taking place at the time of the contract and anytime thereafter.

- Deposit \$ _____
- Additional Deposit \$ _____ (additional person moving in or pet)
- Monthly Rent \$ _____ Invoice# _____
- Prorated Rent (____ days) \$ _____ Invoice# _____
- Discount (if any) \$ _____ Invoice# _____
- Transfer Fee \$ _____
- Other \$ _____
- **TOTAL** \$ _____ End of month move in dates (charge for if contact broken)
- Paid Deposit only \$ _____
- Paid \$ _____
- **New Balance** \$ _____
- **Deposit** to hold apartment **is nonrefundable** if contract is forfeited:\$ _____

Home Ph. # _____ **Office#** _____ **Other** _____

- Notes: Expected date: _____

- Gate Keys # _____ # _____ # _____

Obtain a COPY OF ID:

- Drivers License / ID
- Passport and / or Visa If under age 18 DOB _____
Must have guardian sign contract!

Forms new tenant must sign and initial:

- Contract
- Crime Free Addendum Form
- Paint Disclosure Form
- Lease Addendum Security Form

Other notes: (CHECKS ARE NOT ACCEPTED AFTER THE 5TH OF EVERY MONTH!)

X _____

Tenants Signature

X _____

Tenants Signature

**DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND/OR LEAD- PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazard if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. 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.

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

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)
- Lessor has no knowledge of lead-based paint hazards are present in the housing.

(b) Records and Reports available to the lessor (check one below):

- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and /or lead based hazards in the housing (list document below)
- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazard in the housing.

Lessee's Acknowledgment.
Please initial each X bellow:

X_____ (c) Lessee has received copies of all information listed above.

X_____ (c) Lessee has received the pamphlet *Protect Your Family from Lead in your Home. Agent's Acknowledgment*

X_____ Agent has informed the lessor of the lessor's obligation under 42 U.S.C.4852 d, and is aware of his/her responsibility to ensure compliance.

Certiciatino of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the above information they have provided is true and accurate.

Please sign below:

X_____ **Date**_____

X_____ **Date**_____

X_____ **Date**_____

X_____ **Date**_____

Lessor/ Agent_____ **Date**_____
(for Lucaya Apartments)

SECURITY LAWSUIT LEASE ADDENDUM

Resident & Occupant Acknowledgment of Security Police

1. No Representation. Residents and occupants acknowledge neither owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

2. No Warranty or Guarantee. Residents and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful act of third parties. Each Resident, Occupant, guests, and invitee is responsible for protecting his or her own person and property.

3. No Reliance on Security Devices or Measures. Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Signature of all adult Residents and /or Occupants

X _____ **Date** _____

X _____ **Date** _____

X _____ **Date** _____

X _____ **Date** _____

_____ **Date** _____

Manager or Lessor

CRIME FREE LEASE ADDENDUM

In consideration of the execution of a lease of the dwelling unit or renewal of the lease, Owner and Resident agree as follows:

1. Resident, and any member of the resident's household, guest (s) or other person (s) on the premises with the resident's consent shall not engage in criminal activity. "Drug-related criminal activity, means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Sections 1-42 of the Controlled Substance Act {30-31-1 NMSA}).
2. Resident, any member of the resident's household, guest or other person on the premises with the resident's consent shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or about the said premise.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household, guest (s), or another person(s) on the premises with the resident's consent shall not engage in the lawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance whether on or about the dwelling unit or premises.
5. Resident, any member of the household, or a guest or another person on the premises with a residents consent shall not engage in any illegal activity, including but not limited to prostitution, criminal street gang activity, threatening or intimidating assault, or the unlawful discharge of firearms, on or about the dwelling unit premises , or any breach of the lease that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or involving imminent serious property damage.
6. VIOLATION OF THIS ADDENDUM OCCURRING ON OR NEAR THE PROPERTY SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE FOR TERMINATION OF TENANCY. Certain violations of this addendum may be "Substantial Violations" as defined in the Uniform Owner-Resident Relations Act {47-8-10 to 47-8-51 NMSA 1978}. It is understood that a single Substantial Violation is good cause for termination of the lease on as little as three days notice. Proof of violation shall not require criminal convection or even arrest, but shall be by a preponderance of the evidence.
- 7.No provision of the lease shall diminish the Residents obligations under this addendum.

8.This LEASE ADDENDUM is incorporated into the lease executed or renewed on _____ 20_____ between Owner and Resident.

Resident Signature

Date: _____

Resident Signature

Date: _____

Property Manager's Signature

Date: _____

COMMUNITY RULES AND REGULATIONS AT ANY OF OUR APARTMENTS

- **DISTURBANCES AND NOISES/ QUIET TIME AFTER 10:00PM**

Radio, TV and stereos sets shall be regulated so they do not annoy other residents, and shall be regulated low enough that they cannot be heard outside your own apartment, Loud noises, and other disturbing acts in the apartment or an adjoining property that interferes with the rights, comfort, or convenience of other residents are prohibited at all times. Please refrain from screaming, loud talking from balcony to balcony, from running in balconies, hallways, courtyard, and pool areas. Please refrain from using offensive language in premises at all time, children live here too.

- **SAFETY/ CHILDREN/ TOYS/ SPORTS EQUIPMENT, ETC.**

Please keep your children from using their bikes, skateboards, roller blades, in areas like the balconies, pool and garden areas as well as all other areas in our complex. Please have children refrain from screaming from balcony to balcony or anywhere within the complex as it disturbs other tenants. Children under 13 must always be supervised when they are in the garden area and the pool area. We are not responsible for injuries or any, regarding your children while playing within or outside the apartment complex.

- **PARKING**

Only vehicles which are registered and operable may be parked at the property. Which means no flat tires, broken windows, dead batteries or anything of that nature. No backing in into any of our parking spaces these may cause damage to our property. No recreational vehicles, boats, or trailers are allowed to park in our property. There's a first come first serve policy there is no assigned parking. If tenants do not comply with our parking policies there cars will be towed and they will be responsible for all costs. Landlord may elect to tow vehicles with or without notice. No maintenance work may be done in our parking area to any of the vehicles. Please do not use the 15 minute parking zone, its for office use only.

- **PETS**

No pets are allowed in the complexes that do not allow pets. There's no babysitting or visiting pets allowed in the property. Unless the animal is an assertive animal of a disabled person. Landlord may require satisfactory proof of need for an assertive animal.

- **BALCONIES**

Balconies can not be used for storage space, and must be free of trash and clutter at all time. Please do not hang bikes off balconies, there's designated areas for their bikes. Do not BBQ on balcony that is what the garden area is for. Do not sweep the dirt off your balcony onto the outside of the balcony, tenants below complain that it fall on them their unit below. Do not throw cigarettes or anything from balconies. No laundry drying off the balconies. You may use patio furniture on balconies but not house furniture or old couches.

- **POOL AREA/ BAR-B-QUE/ COURTYARD**

Pool use from 9:00 am to 9:00 pm only. Use bathing suits only, no cutoffs. No food in pool area, and no glass. No unsupervised children or guests. Tenant must accompany guests at pool no more than 1 visitor per apartment. You may not bring all your relatives or friends to use the pool. No running, jumping, diving, or playing with emergency equipment. The pool is for tenants only and if abused, we will be forced to close it. So please be mature and responsible. NO PARTIES!! AND NO PETS!!!! There is no food or drinks allowed in the pool area. If you have food in the garden area pick up your trash, put it in a plastic bag and take it to the dumpster. Do not put it in the laundry trashcans or courtesy cans in our entryways. There is a \$35.00 fine for picking up after you. Please remember to turn off the grills as soon as you finish cooking.

- **SKATEBOARDS/ BIKES/ ROLLERBLADES, ETC.**

Please no skateboarding, biking, or using roller-blades on balconies, hallways, and /or inside or outside pool area and courtyard the above sports equipment is not allowed anywhere inside the apartment complex or parking area.

- **WASHERS/DRYERS/ DISHWASHERS/ WATERBEDS**

You are provided with laundry facilities in most of our properties. You are not allowed to have any washers or dryers in your unit. Dishwashers are only allowed if they are there once you move in which means we provided it for you. No waterbed are allowed in units unless you have written permission from landlord.

PLEASE INTIAL IF YOU HAVE READ AND UNDERSTOOD THAT YOU WILL COMPLY WITH ALL THESE RULES AND REGULATIONS AT ALL TIMES. NOT DOING SO WILL CAUSE IN AN EVICTION.

X _____