Dear Property Owner:

Thank you for choosing AQM, LLC to manage your rental property. AQM, LLC is under the direct supervision of Samuel Shoshoo, the Qualifying Broker. Our objective is to maintain and/or enhance your property's value by selecting qualified applicants, and efficiently handling needed repairs and preventative maintenance. The Albuquerque Metro rental market is very active. With a move in ready home, you should expect your home to be rented within (30)thirty to (60)sixty days.

To ensure a smooth transition into our services, it is necessary to make sure your utilities are currently on, paid current, and that they have been placed in your name. It is critical that you call the City of Albuquerque Water Dept. at 505-768-2800 or Rio Rancho Water Dept. at 505-891-5020 or NM Utilities at 505-898-2661 to place water in your name. You should also call the Public Utility Company of New Mexico (PNM) at 505-246-5700 to have the electricity placed in your name and the NM Gas Company at 1-888-664-2726 to have the gas placed in your name, and if in Rio Rancho call Waste Management (WM) at 505-892-1200 to place trash into your name. If your electricity or gas is cut off, it could result in reconnect charges or possible property damages. Once the property is under management, AQM,LLC will place the utilities into Landlord Tenant Standby (for exception of Rio Rancho Water, and Waste Management), however, it is the owner's responsibility to make sure utilities are placed under the owner's name and paid current before AQM, LLC starts managing the property. Please reference attached utility addendum in agreement for forms and more information. Any issues with utilities not resolved could result in reconnection costs, property damages, and delays in placing a tenant.

We screen applicants by having them complete a rental application online, running a credit report, SSN verification, Civil Eviction/Rental Judgement Records, criminal background check, verifying ID and Proof of Income/Employment.

In the event there are any major or minor repairs or required cleaning prior to occupancy, nothing will be purchased, repaired, or cleaned until an initial deposit to complete the job has arrived in our office. Any delay in receiving the funds could delay your home being advertised in a timely manner or could delay a tenancy when a qualified tenant has been found.

To bring your property into active inventory we must have a presentable property according to AQM, LLC standards, completed management contract, W9, and a working key to your property. We cannot advertise the property until these items are completed and in our office. AQM, LLC is dedicated to the successful management of your property. We process all transactions involving your property, maintain computer records that reflect all income and expenses, and we provide you with a monthly owner's statement approx. by the 20th of the month.

AQM, LLC is just as excited as everyone about the current technology craze and benefits it has to offer. With that, AQM's preferred source of communication is in writing via email and/or text message. This provides a tracking system for reference and just an overall streamlined approach to managing your property. We pride ourselves in time management.

We look forward to working with you!

Sincerely,

Samuel Shoshoo, Qualifying Broker

NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
PART I – BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: **All Brokers in this transaction owe the following broker duties to *ALL* buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyers, sellers, landlords and tenants in the transaction:**

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
   - **A.** Any written brokerage relationship the Broker has with any other parties to the transaction or;
   - **B.** Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
   - **C.** Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: **In addition to the above duties, Broker(s) owes the following Broker Duties to the buyers, sellers, landlords and/or tenants in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.**

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
   - **A.** timely presentation of and response to all written offers or counteroffers; and
   - **B.** active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

   If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
   - **A. Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
   - **B. Dual agency**: an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
   - **C. Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
   - **A.** that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
   - **B.** that the seller will agree to financing terms other than those offered;
   - **C.** the seller's motivation for selling/leasing; or
   - **D.** any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
   - **A.** that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
   - **B.** the buyer's motivation for buying; or
   - **C.** any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.

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TRANSACTIONS TransactionDesk Edition

NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
PART II –OTHER DISCLOSURES
Broker shall update these and all other required disclosures as needed.

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, **HOWEVER, UNDER THE NEW MEXICO UNIFORM OWNER- RESIDENT RELATIONS ACT, A RESIDENTIAL PROPERTY MANAGER IS AN AGENT OF THE OWNER.**
2. **BROKER RELATIONSHIP WITH OTHER PARTIES:** Does Broker have a written brokerage relationship with any other party(ies) to the transaction?_____YES__X__NO If "YES", explain:

3. **MATERIAL INTEREST/RELATIONSHIP.** Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction?_____YES__X__NO. If "YES", describe that relationship:

4. With every Property Management Agreement, Broker is required to provide Owner(s) with a copy of the NM Owner-Resident Relations Act ("Act"). Owner(s) prefers to receive a copy of the Act in the format indicated below.

Owner(s)		Form of Delivery of Act		Rec'd
Signature	Date	☑ Electronic Email Address	OR ☐ Hard-Copy	
Signature	Date	☐ Electronic Email Address	OR ☐ Hard-Copy	
Signature	Date	☐ Electronic Email Address	OR ☐ Hard-Copy	

Samuel Shoshoo
Broker Name

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TRANSACTIONS TransactionDesk Edition

NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

1. **PARTIES** _____ ("Owner") and AQM, LLC ("Brokerage") do hereby agree that Broker shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Broker's services may be performed through one or more authorized agents and any reference to Broker in this Agreement includes such authorized agents.

2. **RELATIONSHIP**. By way of this Agreement, it is the intention of the parties to create an agency agreement/ relationship by and between Owner and Broker. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as agent for the Owner. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.

3. **PROPERTY**.

_____
Address City Zip Code

_____
Legal Description

Or metes and bounds description attached as Exhibit _____ , _____County, New Mexico.

PER NEW MEXICO LAW, THERE MUST BE A SEPARATE PROPERTY MANAGEMENT AGREEMENT FOR EACH PROPERTY MANAGED.

4. **TERM**. The Term of this Agreement will begin on _____ , _____ and will terminate at 11:59 pm Mountain Time on _____ , _____ (Term). Unless written notice of termination is given no later than 60 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 60 days written notice by either Party.

5. **BROKER OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY**. Owner grants to Broker the authority to manage the Property and Broker agrees to accept the management responsibilities for the Property which shall include the following:
   - **A. Advertising.** Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc.
     - **i.** The cost of advertisements is Owner's responsibility. Owner authorizes Broker to incur advertising costs up to $150.00 per vacancy, subject to change with notice. per month. Any additional advertising costs must be approved by Owner prior to incurring said costs.
     - **ii.** The method of advertising is in Broker's sole discretion subject to this Sub-Paragraph 5(A)(iii).
     - **iii.** Broker ☐ will OR ☑ will not be using a third-party advertising or reservation service (such as AirBnB or VRBO) to advertise and/or take reservations for the Property.
   - **B. Due Diligence.** Interviewing and conducting any necessary due diligence as determined by Broker to identify potential tenants. If in conducting such due diligence, such as obtaining a criminal background check or credit report, Broker must enter into a contract with the third-party providing such report which requires the Broker to maintain

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the confidentiality of the information obtained or if Broker is otherwise prohibited by law from disclosing the information obtained, Owner understands and agrees that Broker will not provide such information to Owner. _____/_____ (Owner's Initials)

C. Lease Agreements.

i. Entering into rental/lease agreements in the Owner's name and/or in the name of Broker as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto.

ii. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law.

D. Tenant Concerns. Addressing tenant issues and negotiating tenant disputes.

E. Rents and Deposits. Collecting all rents, fees and deposits from tenants and disbursing them as provided herein.

F. Maintenance. Maintaining the Property in its present condition as required to comply with the rental agreement and/or law, to include, performing any and all necessary repairs, maintenance, minor alterations and improvements and/or negotiating with and entering into agreements with third-parties on behalf of Owner for the same. Broker may negotiate contracts for non-recurring items not exceeding $ 200.00 per item.

G. Eviction.

i. While tenants are in possession of Property, instituting and prosecuting actions to the extent permitted by law to remove tenants and to recover possession of the Property and/or rent due and when expedient, settling, compromising and releasing such action.

ii. Broker is NOT obligated, but may, with owner's consent, institute or prosecute a civil action against a tenant for damages after tenant has vacated the property.

H. Utilities.

i. Contracting for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be the Owner's responsibility.

ii. Broker shall pay all bills from the trust account provided funds are available.

iii. Broker shall in no way be liable for any damage to the Property that results from the establishment of any such service.

I. Comingling of Funds. Funds of one property ☑ may ☐ may not be used for the benefit of another property owned by Owner.

J. Vacation Rentals. - AQM, LLC DOES NOT PROVIDE VACATION RENTAL SERVICES -

i. Collecting New Mexico Gross Receipts Tax and Lodger's Tax due on all receipts derived from reservations in accordance with New Mexico law.

ii. If gross receipts taxes and/or lodgers' taxes are due, the following person/entity will be responsible for collection, reporting and/or remitting of such taxes ~~☐ Broker ☐ Owner ☐ the follo~~wing third-party website advertising/reservation service N/A ☐ Other N/A.

iii. If the taxes are to be collected from the tenant by the Broker or a third party, Owner authorizes Broker or third-party entity to collect and remit the applicable taxes from the tenant.

6. ADDITIONAL BROKER RESPONSIBILITIES.

A. Maintain records of owner and tenants;

B. Upon request by Owner, provide all rental agreements to Owner.

C. Provide ☐ all requested ☑ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application; ☑ Residential Rental Agreements; ☐ Credit and/or Background documents on tenants; ☐ Other n/a.

D. Deposit all collected receipts in Broker's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Broker to advance funds on behalf of Owner. Trust account ☐ will ☑ will not be interest-bearing. If interest-bearing, ~~☐ Broker ☐~~ Owner will receive interest accrued.

E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 20th day of each month as provided below. **This is contingent on unforeseen issues not within the control of AQM, LLC. (ie, weekends, holidays, late/deliquent rent, fund availability, etc.)-See additional Maintenance and Service Terms addendum.**

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i. For Rentals of 30-Days or longer: Broker's accounting shall include the following:
   a) the previous month's balance;
   b) funds deposited by category;
   c) funds disbursed by category;
   d) ending balance, and;
   e) other _____.

ii. For Vacation Rentals, in addition to the accounting requirements as set forth above (Para- graph 6(E)(i)), Broker's accounting shall also include the following:
   a) rental income for the month;
   b) credit card fees;
   c) maintenance charges; and
   d) amount paid in commission to Broker.

7. EXIGENT CIRCUMSTANCES. In the event of an emergency where repairs are immediately necessary for preservation and safety of Property, to avoid the suspension of any essential service to the Property or to comply with federal state or local law, Broker is authorized by Owner, but is not required, to make such emergency repairs in excess of the amount provided for in Paragraph 5(F) above at Owner's expense and without Owner's prior approval. Broker shall pay all bills from the trust account provided funds are available. In the event Owner's reserve account is insufficient to cover such disbursements, nothing herein obligates Broker to use his/her/its own funds to pay for such emergency repairs. Broker shall pass on to Owner any rebate or discount that Broker shall obtain.

8. OWNER REPRESENTATION. Owner represents and warrants the following:

A. Owner has full power and authority to enter into this Agreement;

B. There are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker;

C. There are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the property for the purposes intended under this Agreement;

D. The Property is zoned for the intended use;

E. Buildings and the construction and operation thereof and wells and/or septic systems on the Property, if applicable, are in compliance with all applicable statutes, laws, ordinances, regulations and/or orders;

F. Owner ☑ is ☐ is not current on any financial obligations for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). If checked not current OR if any other financial situation exists that could affect a tenant's residency, please explain:

_____

G. If this is a Common Interest Community (CIC), the CIC's Declaration of Covenants, Conditions and Restrictions ☐ do ☑ do not restrict the leasing of the Property. Any leasing restrictions are outlined in an addendum to this Agreement and attached hereto as Exhibit B. Owner shall notify Broker of any changes to the CICs affecting the leasing or management of the Property. Broker assumes no liability for fines or assessments incurred as a result of Owner's failure to inform Broker of any restrictions on leasing or requirements of management set forth in the CICs. Owner agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf;

H. That the information supplied by Owner is accurate and correct.

9. COMPENSATION/FEES.

A. In return for renting and managing the Property, Owner agrees to pay Broker _____
10% of the rental amount for entire lease term secured.
_____
plus, applicable gross receipts taxes in the following manner: _____
Taken from rent proceeds or paid in by owner on a monthly basis.
_____
Compensation due Broker for periods less than the scheduled rental period shall be prorated.

B. In the event Owner requests Broker to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This
- See additional Maintenance and Service Terms addendum.

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- See additional Maintenance and Service Terms addendum.
does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement.

C. In the event of termination of this Agreement by Owner for any reason prior to the end of the Term of any/all Rental Agreement(s) entered into by Broker under this Agreement Owner will pay Broker (plus applicable gross receipts taxes).

i. With respect to existing lease: **10% of the remaining rent for the remaining lease term.**

ii. With respect to renewals: **10% of the remaining rent for the remaining lease renewal term.**

INITIAL:_____ **iii.** Other: **10% of the remaining rent for the remaining lease or occupancy term.**

D. All other fees charged to Owner: **any copy/postage/office supplies, Any Legal/Filing/Court Fees,$65/hr for Maint. - See Attached Maint/Service Terms, $200 File Close Out Fee, Any Remaining Debts, etc.**

E. Owner authorizes Broker to reimburse him/her/itself out of any rental proceeds for all expenses and costs of operating the Property under this Agreement, including Broker compensation and applicable fees.

10. FEES RETAINED BY BROKER. The following fees will be charged to Tenant and retained by Broker unless other- wise noted below:

☑ Late Charges: **10% of the Monthly Ren**

☑ Insufficient Fund Fees: **$80.00 to cover Bank Fees, Admin Work, + NMGRT**

☑ Other: **$100.00 Process Server Fee To Post Notices, Any Legal Fees, $350.00 Release Fee + NMGRT in event of early termination, $65 Admin Fee + NMGRT, Management Fees due to Early Term.**

☑ Other: **If sent to collection agency - Any Monies Received from collection efforts - 28% will be retained by collection agency(subject to change at any time depending on vendor chosen)**
All monies received from the collection agency by AQM will be split 50/50 between Owner and AQM, LLC for Admin Work Associated with Collection Agency, Follow Up, and Accounting.

11. INSURANCE. Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. Broker shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance shall be adequate to protect the interests of Owner and Broker, but not less than $**STATE AND FEDERAL REQUIREMENTS**. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Broker with evidence of fire and vandalism insurance within **5 Bus.** days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Broker, as well as Owner.

12. LEAD- BASED PAINT. Was the residence(s) on the Property built prior to 1978? ☐ YES ☐ NO. If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.

A. DISCLOSURE AND INFORMATION REQUIREMENTS. In order for Broker to comply with Lead-Based Paint disclosure requirements, Owner shall provide Broker with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.

B. RENOVATION, REPAIR AND PAINTING. If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete (UNLESS OTHERWISE DIRECTED BY THE FORM), NMAR Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to NMAR Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Broker's knowledge and written consent.

13. COMPLIANCE WITH LAWS. Owner and Broker shall comply with all laws, ordinances, and regulations governing the Property and the rental agreements with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibits discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation), the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

14. OWNER'S OBLIGATIONS.

A. INITIAL DEPOSIT/RESERVE: Upon signing of this Agreement, Owner shall remit to Broker the sum of $ **0.00** as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay obligations of Owner under this Agreement as they become due. Broker shall notify

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Owner if he reserves balance falls below the agreed amount. Upon notification, Owner shall have no less than N/A days to deposit funds to restore Owner's account to the above-stated amount. Broker is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Broker be required to use his/ her/its own funds to pay any disbursements.

B. SMOKE and CO DETECTORS. At owner's expense, ☑ smoke detectors ☑ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.

C. PROPERTY LIENS. Owner shall notify Broker immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Broker is authorized to notify the tenant(s).

D. PROPERTY CONDITION REPORT. Owner will provide Broker with a written inventory list and property condition report. Broker's agreement to manage the Property is contingent on Broker's satisfaction with the condition of the Property, which shall be determined by inspection subject to Broker's sole discretion.

15. TENANT DEPOSITS; REFUND. During the term of this Agreement, deposits will be held by ☑ Broker ☐ Owner. Broker will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and re-turned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Broker cannot be applied to repairs or other costs during the Term of the rental agreement.

16. SERVICEMEMBERS CIVIL RELIEF ACT. Under the Service members Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See NMAR Form 6104, Service members Civil Relief Act Information Sheet.

17. FOREIGN OWNERS. Is Owner a Foreign Person? ☐ Yes ☑ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.

If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☐ No.

If the rental income is effectively-connected income, Owner must submit to Broker a fully executed IRS Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Broker will result in Broker withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See NMAR Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).

18. ASSIGNMENT.

A. This Agreement ☑ may ☐ may not be assigned by Broker. Conditions on Assignment: ☑ none; ☐ only with Owner's consent; ☐ other (list conditions): _____

_____

B. This Agreement ☐ may ☑ may not be assigned by Owner. Conditions on Assignment: ☑ none; ☐ only with Broker's consent; ☐ other (list conditions): _____

_____

19. LEGAL FEES. Owner shall pay all fines and reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other property owners for whom Broker conducts property management activities, Owner shall pay an apportioned amount of such expense.

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20. **HOLD HARMLESS CLAUSE**. Owner shall hold Broker, Broker's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Broker harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Broker assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokers. Broker assumes no liability for default by Tenant. Broker assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Broker shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Broker harmless from any claims and/or actions brought by any such persons or entities. Broker shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Broker will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.

21. **ATTORNEYS' FEES**. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.

22. **MEDIATION**. If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.

23. **ENTIRE AGREEMENT**. This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

24. **FORCE MAJEURE**. Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

25. **LAW AND JURISDICTION**. This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

26. **SEVERANCE**. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

27. **TIME IS OF TIE ESSENCE**. Time is of the essence with respect to the parties' performance under this Agreement.

28. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☑ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

29. **ADDITIONAL TERMS** **Property Info Sheets, W-9, Direct Deposit Form, Additional Maintenance and Service Terms, Utility Info Sheet, any 3rd Party forms for PNM, NMGas, Water/Sewer/Trash, Landlord Standbys for PNM and NM Gas, Proof of Insurance for rental coverage and AQM, LLC listed as additional insured. Lead Disclosures(if applicable), COVID-19 Info/Hold Harmles and COVID Mgmt Addenda. Client understands electronic communication, in writing, via email/text is the preferred method o all communication.**

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NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021

30. **NOTICES AND DEMANDS**. Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Broker individually may specify hereafter in writing:

Broker: **AQM, LLC, 9400 Holly Ave NE, Building 4, Albuquerque, NM 87122**
Address City ZIP Code

Owner: _____
Address City ZIP Code

Copy to: _____
Address City ZIP Code

Such Notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such Notices, demands, consents, and reports may also be delivered by hand or by e-mail or facsimile. For purposes of this Agreement, Notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails or as evidenced by confirmation of delivery by e-mail or facsimile.

BROKER

AQM, LLC
Property Management Firm

Samuel Shoshoo Broker ☑ is ☐ is not a REALTOR®
Broker Name (Print)

Broker Signature Date Time

sam@aqmabq.com
Email Address

9400 Holly Ave NE, Building 4, Albuquerque, NM 87122
Broker Address City ZIP Code

505-306-9118	**SAME**	**SAME**	**EMAIL ONLY**
Broker Home Phone	Broker Cell Phone	Broker Business Phone	Broker Fax

OWNER

Owner Name(s) (Print)

Owner Signature Date Time

Owner Signature Date Time

Email Address

Owner Address City ZIP Code

Owner Home Phone	Owner Cell Phone	Owner Business Phone	Owner Fax

Owner Social Security Number or Tax Identification Number

BROKER MUST PROVIDE A FULLY-EXECUTED COPY OF THIS AGREEMENT TO THE OWNER AFTER OBTAINING ALL SIGNATURES.

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TRANSACTIONS TransactionDesk Edition

NEW MEXICO ASSOCIATION OF REALTORS®
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2021
EXHIBIT A - PROPERTY INFORMATION

OWNER NAME: _____
PHONE NUMBER(S): _____
PROPERTY ADDRESS: _____

If there is an EXISTING TENANT, Owner to provide Broker with copies of all Rental Agreements.
Existing Tenant Name: _____
Home Phone: _____ Work Phone: _____

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate / Month:	$_____	Minimum	$_____	Maximum
Acceptable Lease Term:	1 year	Minimum	_____	Maximum
Acceptable Renewal Term:	1 year	Minimum	_____	Maximum

WATER SOURCE: ☐ City ☐ Well.
If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other
Limitations or restrictions on use: _____
Unless otherwise agreed to in writing, Broker is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

LIQUID WASTE: ☐ City Sewer ☐ Septic. Unless otherwise agreed to in writing, Broker is not responsible for maintenance of septic system.

PREFERRED NUMBER OF OCCUPANTS: The Department of Housing and Urban Development (HUD) has taken the position that owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any occupancy limitation to determine whether it operates unreasonably to limit or exclude families with children.

WILL PETS BE CONSIDERED? ☐ YES ☐ NO. If yes, are there any conditions: _____

_____

SECURITY/DAMAGE DEPOSIT: Broker will collect ☑ the equivalent of one month's rent ☐ other amount $ NONE from Tenant(s) as Security Deposit. Under New Mexico law, if Broker collects more than one month's rent from Tenant(s) as a Security Deposit, Broker must pay to Tenant(s) monthly interest on entire deposit.

LAST MONTI'S/PREPAID RENT: Broker ☐ will ☑ will not collect an additional one month's rent from Tenant to be held as last month's rent.

OWNER'S INSURANCE: Insurance Name: _____ *AQM, LLC MUST BE LISTED AS ADDITIONAL INSURED*
Insurance Agent Name: _____ Policy # _____

TENANT'S INSURANCE: Owner ☑ does ☐ does not require Tenant(s) to obtain and maintain for the duration of the rental agreement Renter's Insurance.

SMOKING: Smoking ☐ is ☑ is not permitted in the Property.

MEDICAL MARIJUANA: Owner ☐ will ☑ will not allow a qualified patient to use medical marijuana in the Property. If Owner will allow smoking, Owner ☐ will ☑ will not allow marijuana to be smoked in the Property. (See Medical Marijuana Information Sheet - NMAR Form 2312).

IF APPLICABLE:
MAILBOX NUMBER: _____ **PARKING SPACE NUMBER**: _____
GATE CODE: _____ **ALARM COMPANY AND CODE**: _____

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TRANSACTIONS TransactionDesk Edition

Property Info Sheet Continued (Exhibit A, 2 of 2)

Is there a Homeowner's Association? _____
Owner is responsible for HOA direct communication and to pay association dues. If you wish to have AQM pay for HOA Dues, Owners must provide statements in timely manner to pay from rents. Owner Must Provide Copy of HOA Rules/Regs/CCRs prior to advertising of the property. Additional communication/admin work needed with HOA may result in additional service charges by AQM, LLC - See additional Maintenance and service terms addendum.

Is lawn care in place for the property?_____
Yard care is not included as part of this management agreement/broker duties. Services for Yard Care can be provided and arranged at an additional charge.

Tenant pays for all Utilities unless Owner gives concessions - ie. Multifamily Dwelling.

Number of Keys Provided: _____

Number of Garage Remotes Provided:_____

Is Home Refrigerated or Evaporated Cooling? _____

Cooling maintenance is required 2 times per year. Do you allow AQM, LLC to handle this maintenance? If, no, who is the preferred vendor and contact info to schedule out?

_____

Home Warranties? If so, what kind- and for what? _____

_____
Please attach copies of home warranties and contact info. These must be provided before repairs can be scheduled with select warranty company.

Instruction Manuals for the home? Please leave with the home and state which ones are present:_____

_____

It is required by law that fire extinguishers are to be placed on each level of the home and smoke detectors/ CO2 detectors installed in each bedroom, and one in each main living space. If these are not present, AQM will immediately charge to purchase and install when a tenant is secured.

Are there updated fire extinguishers on each level and smoke detectors installed properly?_____

Owner to attach all/any of the following information prior to management/Advertising. INITIAL_____:

Condition/Inventory Report of Home
Special Instructions or Property Specifications
Maintenance/Repair History

_____
Owner **Date**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Direct Deposit Info Sheet

Please see attached Direct Deposit Form. Please note that this form is optional, but is recommended as the fasted way to receive your monthly rental income.

A voided check is required to be submitted with the completed attached form. Any changes to your banking information needs to be submitted at least 30 days in advance of your next monthly statement. If voided check or any information is not completed or updated properly, this may cause delay in receiving your rental income.

You may opt to have a physical paper copy statement and check mailed to your address. Please make sure we have your most updated address on file 30 days in advance - or this may also cause delays in receiving your rental income. Paper Statements are at an additional admin charge of $10.00/statement mailed. This accounts for copy/postage/admin fees.

You must submit a voided check copy with your preprinted routing and account numbers - and specify if the account is a Checking or Savings Account. If you do not have checks - please submit bank statement or bank form with the preprinted account information.

Initials:_____

Direct Deposit Form (Optional- See Above)

9400 Holly Ave NE, Building 4, Albuquerque, NM 87122 Phone: 505-306-9118 Scan/Email: sam@aqmabq.com

Authorization Agreement for Automatic Payment of Rental Income
I (we) hereby authorize AQM, LLC, as Agent to initiate debit/credit entries to my (our) account at the financial institution names below.

I (we) understand that my (our) checking/savings account will be debited/credited from the invoice/ statement/coupon amount.

Financial Institution

NAME OF FINANCIAL INSTITUTION:_____

CHECKING ( ) OR SAVINGS ( ) ***YOU MUST ATTACH A VOIDED CHECK AND PROVIDE:***

ROUTING#_____ACCOUNT#_____

SIGNED:_____SIGNED:_____

NAME:_____NAME:_____
Please Print *Please Print*

PHONE:_____

ADDRESS:_____

EMAIL:_____

Notice to Account Holder: This agreement authorizes the period transfer of funds from your account at the financial institution listed above by electronic means. Your rights and liabilities under this agreement are governed in part by federal laws and regulations dealing with electronic funds transfers. You should consult your agreement with your financial institution which holds your account for a more complete disclosure of your legal rights. The above-signed customer acknowledges that the information provided is true and accurate.

Initials:_____

REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020

Federal law requires Landlord to provide to Tenant all disclosures set forth in this Addendum AND to receive acknowledgment from Tenant that Tenant has received these disclosures PRIOR TO full execution of the Rental Agreement.

This Disclosure and Acknowledgment will be attached as Addendum No._____to the Rental Agreement between the Landlord and Tenant, dated,_____, _____
Relating to the following Property:

_____
Address City Zip Code

_____
Legal Description

or see metes and bounds or other legal description attached as Exhibit_____, _____
County, New Mexico.

1. LEAD WARNING STATEMENT.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can post health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

2. OWNER'S DISCLOSURE.

A. Presence of lead-based paint and/or lead-based paint hazards:
_____ 1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
_____
_____ 2. Owner has no knowledge of lead-based paint and/or lead-based paint hazards.

B. Records and reports available to the Owner:
_____ 1. Owner has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead- based paint hazards in the housing, (List documents below).
_____
_____ 2. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. TENANT'S ACKNOWLEDGEMENT.

A. _____ Tenant has received the Lead-Based Paint Warning Statement, the Owner's Lead-Based Paint Disclosures referenced in Paragraph 2(A) and if applicable, the records and reports accompanying Owner's Disclosures referenced in Paragraph 2(B).
B. _____ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

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REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020

4. AGENT'S CERTIFICATION

A. _____ Broker has informed Owner of his obligations under Sec. 42 U.S.C.A. 4852d to:

1) Provide Tenant with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
2) Complete this Lead-based Paint Addendum before giving it to Tenant;
3) Disclose any known lead-based paint or lead-based paint hazards in the Property;
4) Deliver to Tenant a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
5) Retain a completed copy of this commencement of the leasing period for at least three (3) years following the closing of the sale.

B. _____ Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

This form is not required for zero-bedroom units, leases for less than 100 days where no renewal or extension can occur, housing exclusively for the elderly or disabled (unless children live there), rental housing that has been inspected by a certified inspector and found to be freed of a lead-based paint; renewals of leases where disclosure has taken place and no new information has become available.

Warning

Provisions of this form are required by Federal Regulations and should not be revised.

Certification

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

OWNER

Owner Signature			Date	Time
Owner Signature			Date	Time
Owner Names (Print)				
Owner Address		City	State	Zip Code
Owner Home Phone	Business Phone	Fax	Email Address	

TENANT

Tenant Signature			Date	Time
Tenant Signature			Date	Time
Tenant Names (Print)				
Tenant Address		City	State	Zip Code
Tenant Home Phone	Business Phone	Fax	Email Address	

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REALTORS® ASSOCIATION OF NEW MEXICO
LEAD-BASED PAINT DISCLOSURE BEFORE LEASE – 2020

LANDLORD/BROKER

Landlord/Broker Firm

By (Print)

Broker □ is □ is not a REALTOR®

By (Signature) Date Time

Address City State Zip Code

Business Phone Fax Email Address

 ©2004 REALTORS® Association of New Mexico Tenant _____ _____

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NEW MEXICO ASSOCIATION OF REALTORS®
COVID-19 – IN-PERSON VIEWING/INSPECTION OF PROPERTY INFORMATION SHEET AND ACKNOWLEDGEMENT – 2020

BACKGROUND.

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency. On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be "Essential Businesses" and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare. Real Estate services and those services related thereto were deemed "essential" and may continue; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

RISKS ASSOCIATED WITH IN-PERSON VIEWING AND INSPECTIONS.

The undersigned hereby acknowledges the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to the undersigned or property which the undersigned may own, occupy, inspect, or generally be present upon. The undersigned understands contact with others, including but not limited to, buyers, sellers, landlords, tenants, real estate brokers, vendors (who include, but are not limited to inspectors, appraisers, contractors and photographers) and others associated with the sale or purchase of property, or any locations or surfaces visited or contacted by such persons, involves a certain degree of risk which could result in illness, permanent disability, or death. Broker and Brokerage make no guaranty or warranty that the undersigned will not be exposed to the COVID-19 virus in the process of viewing, inspecting or generally being present upon properties or in allowing others to view, inspect or otherwise be present upon their property, as the case may be. The undersigned acknowledges that they are responsible for staying current and in compliance with any federal, state or local directives, which may apply to them and for taking precautions to protect themselves, as set forth by the Center for Disease Control and the New Mexico Department of Health (links below).

https://www.cdc.gov/COVID-19/2019-ncov/prepare/prevention.html

https://cv.nmhealth.org

ACKNOWLEDGEMENT

Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

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NEW MEXICO ASSOCIATION OF REALTORS®
COVID-19 ADDENDUM/AMENDMENT TO
PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL – 2020

This form is provided as a courtesy to the parties. It is not required to be used and may not fit the needs, goals and purposes of the parties. The parties acknowledge that this situation is evolving daily; accordingly, this addendum is subject to any federal, state or local directives that override or alter applicable law, in which case, to the extent practical, this Addendum/Amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.

The following terms and conditions are hereby incorporated into and made part of the Residential Property Management Agreement dated:_____,20_____ between _____ ("Brokerage") and _____("Owner") and relating to the following Property:

_____
Address City Zip Code

_____
Legal Description
Or see metes and bounds description attached as Exhibit _____, _____County, New Mexico

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency ("Emergency"). On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be "Essential Businesses" and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare ("Health Order"). On March 24, 2020, as a result of the Emergency, the New Mexico Supreme Court issued an order staying the issuance of writs of restitution pursuant to the New Mexico Owner Resident Relations Act for the non-payment ("Court Order"). The Court Order does not excuse a tenant's obligation to pay rent.

GRANT OF AUTHORITY: Owner grants to Brokerage all authority to amend Rental Agreement(s) as necessary to address the Emergency, Health Order and Court Order, including, but not limited to extending the lease if necessary due to government or physician-ordered quarantine or diagnosis of a tenant or tenant's household member, deferment of rental payments and/or application of security deposits and/or last month's rent to rental payments due.

PROPERTY MANAGEMENT FEES: Generally, the Brokerage receives Property Management Fees due under the Property Management Agreement from rent proceeds received from the Residential Rental Agreement. If a tenant does not pay rents as required by the Rental Agreement, Brokerage normally has the ability to serve tenant(s) with a Notice of Non-Payment of Rent and pursue eviction through court action. However, pursuant to the Court Order, courts are prohibited from evicting a tenant if the tenant demonstrates an inability to pay rent. Consequently, until the Court Order is withdrawn or modified, Brokerage will not be able to evict a tenant for non-payment of rent.

Brokerage and Owner agree that if rent must be deferred that Owner shall pay Brokerage compensation per the Property Management Agreement as following:

☑ Within 5 Bus. days of receipt of Brokerage's Invoice ("Due Date"). Failure of Owner to pay invoice within the time-frame agreed shall result in a late fee of ☑ $25.00 and/or ☑ 12 % interest on the invoiced amount beginning the day after the Due Date. Failure of Owner to pay Brokerage Manager within 5 Bus. days of the Due Date, shall be considered a material default of the Property Management Agreement and shall entitle Brokerage to cease all performance under the Property Management Agreement and to pursue all remedies available through law and equity for such default.

☐ As deferred rent payments are received from tenant(s). ☐ Brokerage may also retain _____% interest on the Property Management fees due beginning the day after the date the rent would have normally been due and payable if not for the deferment.

All other terms and condition of the Property Management Agreement not otherwise changed by this Addendum/Amendment shall remain in full force and effect.

BROKERAGE

_____
Broker Name Broker's Signature Date

OWNER

_____
Signature Date

_____
Signature Date

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NEW MEXICO ASSOCIATION OF REALTORS®
COVID-19 – HOLD HARMLESS AGREEMENT 2020

THIS FORM IS FOR USE BY PERSONS WHO WIL BE VIEWING OR INSPECTING THE PROPERTY IN-PERSON OR OTHERWISE ENTERING THE PROPERTY OR WHO WILL BE ALLOWING OTHERS TO VIEW OR INSPECT THE PROPERTY IN-PERSON OR OTHERWISE ENTER THE PROPERTY. THIS AGREEMENT IS ONLY ENFORCEABLE BETWEEN AND AMONG THE PARTIES WHO SIGN IT.

PROPERTY ADDRESS: _____

Or _____
Legal Description

Or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

BACKGROUND. On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency ("Emergency"). The issuance of the Emergency and accompanying Executive and Public Health Orders highlight the health concerns associated with the COVID-19 virus.

ACKNOWLEDGMENT.
By signature below, the undersigns acknowledge the following:

- The existence of the COVID-19 virus, and any applicable federal, state and/or local orders regarding the same;
- That the COVID-19 virus creates risks to those who view and/or inspect the Property in-person or otherwise enter the Property;
- That the COVID-19 virus creates risks to those who own and occupy the Property when allowing others to view, inspect or otherwise enter the Property.
- That the COVID-19 virus is transmittable and could result in illness, permanent disability, or death.

The undersigns further acknowledge that they are responsible for staying current and in compliance with any federal, state or local orders regarding the COVID-19 virus which may apply to them and for taking precautions to protect themselves against the COVID-19 virus, as set forth by the National Center for Disease Control and Prevention and the New Mexico Department of Health, links below.

https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html

https://cv.nmhealth.org

HOLD HARMLESS. After fully and carefully considering all the potential risks involved with the COVID-19 virus, the undersigns hereby assume the same and mutually release and hold-harmless each other and their respective successors, assigns, employees, officers and agents and waive any and all claims associated with entering the Property and/or allowing others to enter the Property, as the case may be. Any person representing or conducting business for an entity signs below in his/her individual and personal capacity AND in his/her capacity as a representative of the entity, this includes, but is not limited to, associate brokers signing on behalf of their qualifying brokers/brokerages.

CAREFULLY READ TERMS AND IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Signature	Printed Name	Entity (if applicable)	Date
Signature	Printed Name	Entity (if applicable)	Date
Signature	Printed Name	Entity (if applicable)	Date
Signature	Printed Name	Entity (if applicable)	Date

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TRANSACTIONS TransactionDesk Edition

Additional Maintenance and Service Terms (No changes or exceptions):

1.) Owner may complete any maintenance themselves, or choose any licensed and insured vendor they wish to use directly. AQM Services, LLC will schedule with vendor, however, they must submit the following criteria by email to: matt@aqmabq.com, prior to any work being scheduled or completed. Required vendor information includes:

1. Certificate of Liability Insurance with limit of at least $1,000/occurrence and $2,000 General Aggregate. AQM and Property must be listed on the policy as additional insured.

2. Proof of Workman's Compensation.

3. Copy of Contractor Licensing.

4. Completed W-9 Form

5. Copy of completed Vendor/Client Agreement.

2.) AQM Services, LLC shares owner affiliation with AQM, LLC and may be utilized for property maintenance services. Property maintenance services are above and beyond the management agreement duties. AQM Services, LLC charges $65/hr for maintenance plus Material/supplies/NMGRT, unless otherwise estimated or quoted prior too. If maintenance is completed by outside vendor and/or owner/vendor requires Agent administration - AQM Services, LLC will charge a fee of $65 + NMGRT for/ but not limited to: Arranging Entry, Provide Entry, Schedule/Reschedule Appointments with Vendor/ Tenants, Provide 24 Notice of Entry as required by law with Tenant, Wait On/Follow Up with Vendor at property, etc.

It is expressly understood that should owner request agent to perform management services not provided for herein or to implement substantial charges in management functions not in practice or anticipated at the inception of this agreement, agent shall receive additional compensation or $100.00/hour + NMGRT for any services above and beyond this management agreement. $100.00/hr +NMGRT charge also is for, but not limited to: legal matters, collections, HOA Matters(Assessments, Violations, Payments, Communications, Admin. etc.) Owner agrees to pay all legal fees and court costs in connection with the filing and prosecution of an action for restitution(eviction) in any matter. Agent agrees to make reasonable demands for payment with tenant, and as allowed by law.

3.)There will be an administrative fee of $95.00 + NMGRT to complete/negotiate any lease renewal paperwork , lease amendments/addenda/changes/ in lease terms, and/or for handling lease breaks/early terminations. This fee is billable to the owner unless otherwise stated.

4.) Owner is required to keep adequate reserve monies or pay timely on any outstanding balance or invoice owed to AQM, LLC and/or AQM Services, LLC, Owner will be charged a $25/month Late Fee + 12% Monthly Interest on current balance until balance is paid in full.

Initials: _____

5.) Normal property management services do not include showing property to other real estate agents, inspectors, appraisers, prospective buyers, or vendors. If your home is listed for sale with another agency, MLS lockboxes are not allowed on properties managed by AQM, LLC (unless agreed to between AQM, LLC and Tenant, and services provided by AQM, LLC only.) that have an active lease due to risk management and wrongful entry claims.

6.) This agreement may be assigned by agent and shall be binding upon the successors and assigns the agent; and their heirs, administrators, executors, successors, and assigns of owner.

7.) Owner agrees to complete, specifically and entirely, the Property Information Sheets attached to this agreement, and authorizes agent to exercise their best judgement on all matters not specifically covered or listed therein.

8.) If managing multiple properties by agent, permission is granted to co-mingle funds among Owner's Properties, as long as separate accounting is maintained.

9.) Owner agrees to pay to legally maintain property at all times. If owner cannot pay to maintain property that is owed to a tenant by law and in a timely manner, this agreement is terminated immediately - and owner will be billed termination fees as outlined in the agreement.

10.) Owner agrees to have AQM, LLC place a contractors/maintenance lockbox on each property (usually on a meter) for emergencies, maintenance, tenant lock outs, and showing purposes.

11.)Monthly statements/Rental Income are generally processed/disbursed between the 10th and 20th of the month. This allows for rent payment "grace" period required in a New Mexico lease, accounts for weekends, holidays, bank processing times, etc. This does not account for late or delinquent rent payments. For owner's with monthly mortgage payments, AQM recommends it is best to pay a month in advance once a tenant is in place to avoid mortgage late fees. This is a standard time frame within the industry.
INITIAL:_____

12.)When a tenant moves out, AQM cannot legally charge for normal wear and tear items, and becomes the responsibility of the owner. Normal wear and tear is the deterioration that occurs based up the use for which a rental unit is intended without negligence, carelessness, accident, misuse, or abuse by the tenant or their guests. Normal wear and tear items included but are not limited to: nail holes, spot painting, carpet traffic wear, worn toilet seats, rekeying of locks, minor scuffs on floors/hardwood/walls, sun damage, peeling paint, caulking, and regular preventative maintenance items.

13.)AQM, LLC does not manage properties with Pools, Spas, and Hot Tubs.

The above has been read and acknowledged entirely by Owner:

_____
Owner Date

_____
Management Date

Initials: _____

Utility Information Sheet

This information sheet is to outline ownership responsibility and how AQM, LLC handles utilities. It is the owner's responsibility to makes sure any and all utilities are placed into the owner's name and paid current before management begins. Owner is responsible for payments while the property is vacant. Generally we require tenants to pay all utilities, unless owner gives special concessions. Owner's by law must provide utilities to tenants regardless of non-payment, shut off, etc. Any outstanding balances will be billed to tenant, and be seen as unpaid rent.

AQM, LLC will put PNM and NM Gas In Landlord Standby, attached for owner to complete with this agreement. Generally speaking this allows AQM, LLC to receive and monitor bills received in the Owner's name only. Also, when a tenant moves out it allows the bills to automatically revert into the Owner's name. We require tenant to provide confirmation numbers once placed into their name, before we release keys. We do not/cannot monitor PNM and NM Gas bills for the tenants. If bills are not paid current by the owner, the companies will not allow us to put into Landlord Standby. If tenant defaults on their PNM and NM Gas bills, we are notified when services are shut off. If services are shut off for reasons of non payment - PNM and NM Gas will not revert services back into the Owner's name. The owner will then be responsible for calling to restore services into their name, should tenant default. If lease is in place, we will bill tenant appropriately.

Albuquerque Water and Trash cannot be placed in the tenant's name. This bill must be kept in the owner/properties' name. This is one of the bills we monitor closely as any unpaid balance may be put as a lien on the home by the city. We put in a request to receive bills- owner agrees to complete the attached form for ABCWUA. This allows us to receive a copy of the bill monthly to monitor payment and determine move in/out prorates. It is owner's responsibility to call and make sure the property address, management, and owner all are being mailed a copy. When a bill is past due, we notify the tenant to pay and provide confirmation number. When a final notice is received, and no confirmation number is yet given, we deduct from the rent to pay out, and give tenant a 3 day notice of non-payment of rent.

Rio Rancho Water can be placed in both tenant's and owner's name. This bill does not have a landlord standby and does not allow the bill to revert into the owners name. We may submit application for water when a tenant move out on behalf of the owner. However, owner must submit a copy of their driver's license to AQM, and sign the new request form in a timely manner. While the property is vacant, we can monitor owners bill by submitting a 3rd party form attached. We require tenant to fill this out as well when they sign a new lease. This helps us ensure the utility stays on, is paid, and determine move in/out prorates.

Sandia Heights Services, we request this stay in the owner's name, and owner provide/forward bill monthly to AQM, LLC - and we will bill back tenant to reimburse with the monthly rent.

Waste management is the trash service for Rio Rancho. This is not included in the Rio Rancho Water bill and requires recycling. This bill must remain in the owners name, and cannot be held by the tenant. The WM company limits 3rd party communication, and limits the amount of info AQM can receive on behalf of the owner. Owner is responsible for direct communication and paying the bills for this utility. In the past we tried to have tenants pay directly, but because the

Initials:_____

limited communication from WM we have changed this. For any new or renewing leases, we will prorate or charge at commencement approx. flat fee of $220.00 to the tenant upfront and submit to WM directly.

Road Runner Waste Services will be placed in the tenants name, however, upon vacancy the property will not have trash totes/services - unless Owner chooses to have services while vacant.

AQM, LLC will make sure if there is any prorate or utility due to owner, that we charge and make reasonable demands for payment with tenant in order to reimburse owner. There are terms within our lease that allow for this.

At no time is agent responsible for payment of the utilities, direct communication with utility companies, or shut offs. We will work with all parties as a team to get any issues resolved, and advise when needed. If there are any questions throughout our agreement, we will be happy to answer any respectfully. You may also call the utility companies, as they are the best resource. Owners may and is recommended that they request for any and all bills to be copied to them by mail directly with utility companies.

So there is no interruption of AQM receiving monthly bills or delays in determining move in/out prorates, we suggest to cancel any online utility account or reoccurring scheduled payments - as sometimes accidental e-statements/e-payments causes delays/confusion, accidental payments for bills that tenants are responsible for, or causes our offices to be unable to receive bills monthly.

Please see attached utility agreements to be completed by owner for each utility. Please see the below contact information for each utility company, this is for reference purposes only:

PNM (Electric) : 505-246-5700
NM Gas (Gas) : 1-888-664-2726
ABCWUA (ABQ Water/Trash) : 505-768-2800
City of Rio Rancho (RR Water) : 505-891-5020
Waste Management (RR Trash) : 505-892-1200
Sandia Heights Services (ABQ NE Heights Water/Sewer/Trash): 505-856-6519
Road Runner Waste Services (Corrales/Placitas/Outlying Area Trash): 505-867-9000

Owner has read and understands the above:

_____
Owner Date

_____
Management Date

Initials:_____

Third Party Notification

This letter is to notify the ABCWUA that said owner below is managed on behalf of AQM, LLC with a property management agreement. Said owner gives permission for AQM, LLC and it's representatives to manage the water bill on behalf of the owner of said property listed below and that **all water bills are to be copied to the physical address and to AQM, LLC's offices** listed below, both by mail.

Owner Information:

Applicant Name: _____

Service Address: _____

Zip code: _____ Phone number: _____

Location where Third Party Notification will be sent:

Property Manager Information (Please send a copy of all bills by mail to):

Third party name: C / O AQM, LLC
Mailing Address: 9400 Holly Ave NE, Building 4, Albuquerque, NM, 87122
Phone number: 505-306-9118 or 505-453-6853

ApplicantSignature:_____

Date___/_____/_____

_____ _____

I the undersigned authorize the Third Party to obtain a copy of my Water statement. I do understand that my account is confidential and this is my authorization to allow them to obtain information on my account. Ordinance No. 28 Identity Theft Prevention Program.

NEW MEXICO GAS COMPANY USE ONLY:

Customer Account # _____

Contract Account # _____

Date Received: _____ Credit Approval Date: _____ Date Effective: _____ Initials: _____

New Mexico GAS COMPANY® AN EMERA COMPANY

LANDLORD STANDBY SERVICE AGREEMENT

THIS LANDLORD STANDBY SERVICE AGREEMENT ("Agreement") is made by and between New Mexico Gas Company ("NMGC"), and _____ _____("Landlord") (each a "Party" and collectively, the "Parties").

Section I - Recitals

A. Landlord owns certain real property, as listed on Exhibit A attached to this Agreement ("Property"), in NMGC's service area.

B. NMGC is the utility company authorized to provide gas services to the Property.

C. Landlord desires gas services to the Property to continue uninterrupted when a person(s) or entity ("Tenant") who is leasing or otherwise inhabiting the Property requests that the gas services in Tenant's name be discontinued, an arrangement referred to as "Landlord Standby Program".

Section II - Agreement

NOW THEREFORE, New Mexico Gas Company and Landlord agree as follows:

A. NMGC agrees not to terminate gas services to the Property when a Tenant requests that gas services in Tenant's name be discontinued. NMGC will instead transfer responsibility for gas services at the Property into the Landlord's name and account as of the date such services are scheduled to be discontinued under Tenant's name. Landlord agrees to pay any outstanding bills Landlord may owe to NMGC prior to entering into this Agreement. Landlord agrees that the gas services will remain in Landlord's name until a new Tenant requests gas services to be placed into his or her name, or until Landlord requests NMGC discontinue gas services. See Exhibit B.

B. Landlord shall be liable for all bills for gas services provided to the Property which are incurred while gas service is in Landlord's name.

C. NMGC is not responsible for a Tenant's delay in, or failure to, place service in Tenant's name.

D. If there is more than one Property, or more than one unit per Property, each unit/Property must be separately metered.

E. NMGC may unilaterally terminate this Agreement if Landlord fails to pay any billed charges for gas services in Landlord's name by the relevant due date of the bill.

F. Landlord may not request to disconnect gas service that is in a Tenant's name.

G. This Agreement DOES NOT automatically terminate if Landlord sells or otherwise transfers ownership of the Property. Landlord will remain liable for all charges related to gas services in Landlord's name to the Property until such time Landlord contacts NMGC to terminate this Agreement.

Section III – Governing Provisions

A. Term

This Agreement shall commence no later than five (5) business days after Landlord's credit approval is verified and shall be effective for each property listed on Exhibit A until the Landlord provides notice to NMGC that a listed property is no longer subject to the Agreement.

B. Charges and Fees

Landlord shall be charged all applicable fees to initialize gas services if gas services are discontinued prior to NMGC and Landlord entering into and executing this Agreement.

C. Notice to Discontinue Services for Non-Payment

1. NMGC shall not be required to notify Landlord in advance of any Tenant's request to discontinue gas service at the Property.

2. The obligations of the Parties under this Agreement are limited to instances where a Tenant requests gas services to be discontinued, and does not extend to instances where a Tenant's services are discontinued for non-payment. NMGC will, however, attempt to notify Landlord of any impending discontinuance of gas service for non-payment if an Authorization for Information Disclosure Form is signed by the Tenant and on file with NMGC. This provision shall apply only in instances where the Tenant who has signed the Authorization for Information Disclosure Form is the same person(s) who has requested and receives gas services for the same address. See Exhibit B (Part 1).

D. Request for Information

Landlord must submit a request to NMGC, for any updates or changes, including but not limited to, mailing address changes, phone number updates, or any other amendments or modifications to information provided to NMGC.

E. Limitation on Damages

Landlord and NMGC agree that neither Party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to services provided under this Agreement.

F. Termination

Either Party may terminate the Agreement by providing three (3) business days prior written notice of termination to the other Party. Such termination shall not change or modify the obligations of Landlord for any gas services rendered on and prior to the effective date of termination.

This Agreement and all provisions shall be binding upon the Parties, their executors, successors, and administrators and permitted assignees.

LANDLORD:	**NEW MEXICO GAS COMPANY:**
Signature: _____	Signature: _____
Name (print): _____	Name (print): _____
Date: _____	Date: _____

LANDLORD INFORMATION:		
Mailing Address:		
Name: C/O AQM, LLC		
Street: 9400 Holly Ave NE, Building 4		
City: Albuquerque	State: NM	Zip Code: 87122
Daytime Telephone Number: ( ) 505- 306-9118	Evening Telephone Number: ( ) SAME	
Fax Number: ( ) NONE	Email Address: matt@aqmabq.com	

New Mexico GAS COMPANY®
AN EMERA COMPANY

LANDLORD STANDBY
SERVICE AGREEMENT

EXHIBIT A

Please list the service address for each Property to be included in the Landlord Standby Program. If you would like to have service turned on at a property currently unoccupied, please indicate below. If you would like services transferred from an account currently active in previous owner/landlord name, please provide the name of the former owner/landlord N/A.

Rental Property Address	Turn On	Rental Property Address	Turn On
	Yes ☑ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐

NEW MEXICO GAS COMPANY
Attn: Landlord Standby Dept.
P.O. Box 97500
Albuquerque, NM 87199-7500

LANDLORD STANDBY AUTHORIZATION FOR THIRD PARTY

I, _____, owner(s) of the Property located at
(Print Full Name)

_____
(Street Address(es) and All Units Associated with the Property)

_____
(City) (State) (Zip Code)

do hereby give authorization to AQM, LLC to manage
(Name of Representative/Agent/Management Company)

my account(s) with New Mexico Gas Company on my behalf.

Name of Representative/Agent/Management Company Samuel Shoshoo

Mailing Address 9400 Holly Ave NE, Building 4

City Albuquerque State NM Zip Code 87122

Phone Number 505-306-9118 Fax Number NONE

Email Address matt@aqmabq.com

Owner's Name _____
(Print Full Name)

Mailing Address of Owner _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

Email Address _____

_____ _____
Signature of Owner Second Owner Signature (if applicable)

_____ Samuel Shoshoo
Representative or Acting Agent (print) Signature of Representative or Acting Agent

PNM USE ONLY: Customer Account # _____

Credit Approval Date: _____ Initials: _____ Date Received: _____ Date Effective: _____

LANDLORD STANDBY (ELECTRIC) SERVICE AGREEMENT

A personal commitment to New Mexico

THIS AGREEMENT is made by Public Service Company of New Mexico, ("PNM") and _____ _____ ("Landlord") (each a "Party" and collectively, the "Parties").

Section I - Recitals

A. Landlord owns certain rental property, as listed on Exhibit A, which is attached to this Agreement ("Property").
B. PNM is the utility company authorized to provide electric services to the property.
C. Landlord desires electric services to the property to continue uninterrupted when a Tenant requests that the services in Tenant's name be discontinued.

Section II - Agreement

NOW THEREFORE, PNM and Landlord agree as follows:

A. PNM agrees not to terminate services to the property when a Tenant requests that electric services be discontinued. PNM will instead transfer services into the Landlord's name and account as of the date such services are scheduled to be discontinued. Landlord agrees to pay all of their outstanding bills prior to entering into the Landlord Standby Service Agreement by and between PNM and Landlord. Landlord agrees that the services will remain in Landlord's name until a new Tenant requests services to be placed into his or her name, or until Landlord provides written request to discontinue service in order to encourage new Tenant to place service in his or her name. See Exhibit B, Part B.

B. Landlord shall be liable for all bills incurred while service is in Landlord's name.

C. PNM is not responsible for a Tenant's delay in, or failure to, place service in their name.

Section III – Governing Provisions

A. Term

This Agreement shall commence no later than five (5) business days after credit approval is verified and shall be effective for each property listed on Exhibit A until the Landlord provides written notice to PNM that a listed property is no longer subject to the Agreement.

B. Charges and Fees

Landlord shall be charged all applicable fees to initialize electric services if services are discontinued prior to PNM and Landlord entering into and executing the Landlord Standby Electric Service Agreement.

C. Notice to Discontinue Services for Non-Payment

1. PNM shall not be required to notify Landlord in advance of any Tenant's request to discontinue service. PNM will however attempt to notify Landlord of any impending discontinuance of service for non-payment if an Authorization for Information Disclosure Form is signed by the Tenant and on file with PNM. This provision shall apply only in instances where the Tenant who has signed the Authorization for Information Disclosure Form is the same person(s) who has requested and receives electric services for the same address. See Exhibit B, Part A.

2. The obligations of the parties under this agreement are limited to instances where a Tenant requests electric services to be discontinued, and does not extend to instances where a Tenant's services are discontinued for non-payment.

3. If Tenant has vacated the rental property and Landlord requests to have services reconnected in the Landlord's name, PNM will impose the current applicable fees and charges, as approved by the New Mexico Public Regulation Commission and will require payment of all outstanding past due amounts incurred by Landlord.

D. Request for Information

Landlord must submit a request in writing, for any updates or changes, including but not limited to, mailing address changes, phone number updates, or any other amendments or modifications to information provided to PNM.

E. Limitation on Damages

Landlord and PNM agree that neither party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to services provided under this Agreement.

F. Termination

Either party may terminate the Agreement by providing three (3) business days prior written notice of termination to the other party. Such termination shall not change or modify the obligations of Landlord for any services rendered on and prior to the effective date of termination.

This Agreement and all provisions shall be binding upon the parties, their executors, successors, and administrators and permitted assignees.

LANDLORD	**PNM REPRESENTATIVE**
Signature:_____	Signature:_____
Name (please print): _____	Name (please print):_____
Date: _____	Date:_____
SS# or Tax ID #:_____	

Mailing address for Landlord:

Name: C/O AQM, LLC

Street: 9400 Holly Ave NE, Building 4

City: Albuquerque State: NM Zip: 87122

Telephone number for Landlord: Daytime (505) 306 - 9118, Evening (SAME) _____ - _____

Fax number for Landlord: (NONE) _____ - _____

E – Mail address: matt@aqmabq.com

LANDLORD STANDBY ELECTRIC
SERVICE AGREEMENT
Rental Property Listing
EXHIBIT A

Please list the service address for each property to be included in the Landlord Standby Program. If you would like to have service turned on at a property currently unoccupied please indicate below. If you would like services transferred from an account currently Active in previous owner/landlord name, please provide the name of the former owner/landlord _____.

Rental Property Address	Turn On	Rental Property Address	Turn On
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐

PNM
Landlord Standby
Main Offices MS 0545
Albuquerque, NM 87158-0545
Fax: 505-246-5770
Email: PNMlandlordstandby@pnm.com

LANDLORD STANDBY
PNM AUTHORIZATION OF 2ND PARTY

I _____ said owner(s) of the property located at
(Please Print)

_____
(Street number and name also include all units associated with said property(ies).)

_____, _____ _____
(City) (State) (Zip Code)

Give authorization to AQM, LLC
(Name of Representative/Agent/Management Company)

to handle my PNM electric account(s) on my behalf.

Name of Representative and/or Company Samuel Shoshoo

Mailing address 9400 Holly Ave NE, Building 4

City Albuquerque State NM Zip Code 87122

Phone number 505-306-9118 Fax number EMAIL ONLY

Email address (if applicable) matt@aqmabq.com

Owner Name(s) (printed) _____

Mailing address of owner _____

City _____ State _____ Zip Code _____

Home phone number _____ Fax number _____

Email address (if applicable) _____

Social Security Number(s) or
Federal Tax ID Number _____

_____ _____
Signature of Owner Second Owner Signature
(if applicable)

_____ Samuel Shoshoo
(Representative and/or Acting Agent) (Signature of Representative and/or Acting Agent)
(please print)

Rio Rancho
City of Vision

Water and Wastewater Utilities
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
(505) 891-5020 • Fax (505) 891-5204

THIRD PARTY NOTIFICATION

Applicant must complete all information, sign and return this form to the City of Rio Rancho Utilities Division by mail, fax or email to: utilitycustomerservice@ci.rio-rancho.nm.us

Applicant Information:

Applicant Name: _____

Service Address: _____

Zip code: _____

Applicant Type:
Owner = OW X___ Renter=RT ____ Property Manager=PM ____ Business = BS _____

Phone number: _____

Location where Third Party Notification will be sent: Owner, Property Manager, TENANT

Third party name: AQM, LLC

3rd Party type: Owner = OW ___ Renter=RT ____ Property Manager=PM _X_
Business = BS _____ Guardian = GU _____ Parent = PA _____ Other= OT _____

Mailing Address: 9400 Holly Ave NE, Building 4, Albuquerque, NM

Zip code: 87122

Phone number: 505-453-6853

X_____ ___/_____/_____
Applicant Signature Date

I the undersigned authorize the Third Party to obtain a copy of my Water statement. I do understand that my account is confidential and this is my authorization to allow them to obtain information on my account. Ordinance No. 28 Identity Theft Prevention Program.

Receipt of NM-UORRA Addendum

As of 2019: Brokers, property managers, and property management companies must provide Property Owner and Tenant a copy of the the NM-URROA(New Mexico Uniform Owner Resident Relations Act). This document is provided and attached for your records and review.

This addendum is confirming that the Broker on the transaction of the property has provided this document to the appropriate parties. And that the Property Owner and/or Tenant has received and reviewed.

I, **Samuel Shoshoo**, Owner's Broker have provided Owner/Tenant below a copy of the NM-UORRA. **Sent on**:_____
Date

_____
Broker Signature

I, _____ , (circle one) Property Owner/Tenant have **received and reviewed** a copy of the NM- UORRA from above Broker **on:** _____
Date

_____
Property Owner/Tenant Signatures

Figure 1 photo by Thomas P. Baca

New Mexico Uniform Owner Resident Relations Act (NM-UORRA) - 2019

New Mexico Real Estate Commission Residential Property Manager Bible

It is imperative that New Mexico Real Estate Professionals who practice property management understand the substance of the following Act. It provides essential rights to customers and denotes responsibilities of residential landlords and their agents in New Mexico. It is the judicial standard used by the courts to determine the outcome of claims.

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47-8-2 Purpose 6
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CHAPTER 47 - Property Law

ARTICLE 8- NM Uniform Owner-Resident Relations Act

Downloadable Copy Courtesy of the New Mexico Real Estate Commission
Thomas P. Baca, Education Administrator, Editor

CHAPTER 47

Property Law

ARTICLE 8

Owner-Resident Relations

Sec.		Sec.	
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47-8-2	Purpose		
47-8-3	Definitions	47-8-32	Repealed
47-8-4	Principles of law and equity	47-8-33	Breach of agreement by resident and relief by owner
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47-8-6	Recovery of damages	47-8-34	Notice of extended absence
47-8-7	Provision for agreement	47-8-34.1	Disposition of property left on the Premises
47-8-8	Rights, obligations and remedies		
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47-8-10	Judicial jurisdiction		
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47-8-13	Service of notice	47-8-36	Unlawful removal and diminution of services prohibited
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47-8-17	Unlawful agreement provision	47-8-38	Injunctive relief
47-8-18	Deposits	47-8-39	Owner retaliation prohibited
47-8-19	Owner disclosure	47-8-40	Action for possession by owner.
47-8-20	Obligations of owner.	47-8-41	Action for possession by owner or Resident
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47-8-30	Action for counterclaim for resident.	47-8-52	Conflicts; applicability of law

47-8-1 Short title

Sections 47-8-1 through 47-8-51 [47-8-52] NMSA 1978 may be cited as the ‘‘Uniform Owner-Resident Relations Act’’.

History: 1953 Comp., § 70-7-1, enacted by Laws 1975, ch. 38, § 1; 1995, ch. 195, § 1.

STATUTORY NOTES

Cross reference — Conversion buildings, 47-7D-12 NMSA 1978.

JUDICIAL DECISIONS

Constitutionality
Generally
Applicability
Construction
Instructions
Notice Requirement
Statute of limitations

Constitutionality
70-7-27B, 1953 Comp. is not found to be constitutionally vague in connection with an action brought by a landowner to recover un- paid rent under the Uniform Owner-Resident Relations Act, ‘‘former 70-7-1, 1953 Comp. (now 47-8-1 NMSA 1978)’’, after the resident was awarded damages. Kepler v. Covarrubia, 91 N.M. 443, 575 P.2d 952 (1978).

Generally
Property owners’ actions against residents were not barred by Uniform Owner-Resident Relations Act (UORRA) because the UORRA created no bar to an otherwise proper action for possession brought in retaliation for residents’ complaints about their noisy neighbors. Casa Blanca Mobile Home Park v. Hill, 1998-NMCA-094, 125 N.M. 465, 963 P.2d 542, cert. denied, 125 N.M. 322, 961 P.2d 167 (1998).

Ruling that plaintiff mobile home park met the notice requirements contained in the Mobile Home Park Act, 47-10-1 NMSA 1978, for the termination of a mobile home tenancy was reversed where the park failed to strictly comply with the notice requirements of the Owner-Resident Relations Act, 47-8-1 to 47-8-52 NMSA 1978, showing good cause for the termination of defendant renter’s month-to-month tenancy in the park; even though there had been extensive communication, both written and oral, regarding the park’s dissatisfaction with the renter’s maintenance of the rental space, the park was required to include in its notice to quit a statement of the cause justifying the termination and strict compliance with the notice provision was required. Green Valley Mobile Home Park v. Mulvaney, 1996-NMSC-037, 121 N.M. 817, 918 P.2d 1317. Metropolitan court has legal and equity jurisdiction in cases arising under the New Mexico Uniform Owner-Resident Relations Act, 47- 8-1 NMSA 1978 et seq., pursuant to 47-8-45 NMSA 1978; the application of equitable defenses in cases involving public housing rests in the sound discretion of the metropolitan court, and its exercise thereof will not be disturbed on appeal unless there is a clear abuse of discretion. Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822 (1992).

Applicability
New Mexico Uniform Owner-Resident Relations Act applied to parties’ agreement that constituted a residential lease; tenants had no right to abate rent where property was not uninhabitable. Hedicke v. Gunville, 2003- NMCA-032, 133 N.M. 335, 62 P.3d 1217, cert. denied, 133 N.M. 413, 63 P.3d 516 (2003). Contention of a tenant that the implied warranty of habitability was in effect in New Mexico and that he had a right to abate rent because the landlord did not supply reasonable heat for his rental unit was remanded to the trial court for determination of the applicability of 47-8-20 NMSA 1978 of the Uniform Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978, which encompassed the issue and which was adopted after the court held that there was no implied warranty of habitability in New Mexico. T.W.I.W., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

Construction
The Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978 et seq., does not create a bar to property owners’ alleged retaliatory action for possession of the premises following the residents’ complaints about their noisy neighbors. Casa Blanca Mobile Home Park v. Hill, 1998-NMCA-094, 125 N.M. 465, 963 P.2d 542, cert. denied, 125 N.M. 322, 961 P.2d 167 (1998)

Instructions
Given the provisions of Rules 12-216 and 1-051 NMRA, because defendant landlord did not tender correct instructions to inform jury of his theory that the Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978, did not apply because plaintiff tenant was an employee whose residency depended on his employment status, and because landlord was not entitled to rely on the concept of fundamental error to escape the consequences of his failure to object and his failure to tender appropriate instructions, judgment in favor of tenant against landlord was affirmed. Gracia v. Bittner, 120 N.M. 191, 900 P.2d 351 (Ct. App. 1995).

Notice
Resident is not entitled to abatement of rent after being awarded damages in connection with an action brought by a landowner to recover unpaid rent under the Uniform Owner-Resident Relations Act, ''former 70-7-1, 1953 Comp. (now 47-8-1 NMSA 1978)'', because the resident failed to give written notice of any breach as required by 70-7-29, 1953 Comp. Kepler v. Covarrubia, 91 N.M. 443, 575 P.2d 952 (1978).

Requirements
''Former 70-7-13A, 1953 Comp. (now 47-8-13NMSA 1978)'' controls any notice requirement under the Uniform Owner-Resident Relations Act, ''former 70-7-1, 1953 Comp. (now 47-8-1 NMSA 1978)'', except for the written notice specifically required by 70-7-29, 1953 Comp. Kepler v. Covarrubia, 91 N.M. 443, 575 P.2d 952 (1978)

Statute of limitations
Where the tenant waited three years after removed out of the rental property before suing the landlords for negligence in connection with mold and for a violation of their obligations under 47-8-20A(1)-(4) NMSA 1978 of the New Mexico Uniform Owner-Resident Relations Act, the tenant's claim was barred by the applicable three-year statute of limitations set forth in 37-1-8 NMSA 1978. Applying the discovery rule, the tenant's cause of action accrued no later than the day he vacated the home; at that time, the tenant knew there was mold in the home, believed that the mold was causing his symptoms, and had been informed that mold could be dangerous to humans. Gerke v. Romero, 2010-NMCA-060, 148 N.M. 367, 237d 111

47-8-2 Purpose

The purpose of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] is to simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of owner and resident, and to encourage the owners and the residents to maintain and improve the quality of housing in New Mexico.

History: 1953 Comp., § 70-7-2, enacted by Laws 1975, ch. 38, § 2.

JUDICIAL DECISIONS

Negligence
Because 47-8-2 NMSA 1978 in the Uniform Owner-Resident Relations Act, 47-8-1 to 47- 8-51 NMSA 1978, states that the Act's general purpose is to clarify the rights and the obligations of owners and residents and because it is not clear that the provision in 47-8-47 NMSA 1978, which gives a tenant a right to file an appeal to stay the execution of a writ of restitution regarding an eviction action, in the Act is intended to provide protection against sheriff 's deputies who execute the writ due to not know- ing of the appeal, the execution of the writ by the deputies did not entitle the tenants to a recovery as to the negligence claim that was filed against the County of Bernalillo (New Mexico), the sheriff and the deputies. Runge v. Fox, 110 N.M. 447, 796 P.2d 1143 (Ct. App. 1990).

47-8-3 Definitions

As used in the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978]:

A. ''Abandonment'' means absence of the resident from the dwelling, without notice to the owner, in excess of seven continuous days; providing such absence occurs only after rent for the dwelling unit is delinquent;

B. ''Action'' includes recoupment, counterclaim, set-off, suit in equity and any other proceeding in which rights are determined, including an action for possession;

C. ‘‘Amenity’’ means a facility appurtenance or area supplied by the owner and the absence of which would not materially affect the health and safety of the resident or the habitability of the dwelling unit;

D. ‘‘Codes’’ includes building codes, housing codes, health and safety codes, sanitation codes and any law, ordinance or governmental regulation concerning fitness for habitation or the construction, maintenance, operation, occupancy or use of a dwelling unit;

E. ‘‘Deposit’’ means an amount of currency or instrument delivered to the owner by the resident as a pledge to abide by terms and conditions of the rental agreement;

F. ‘‘Dwelling unit’’ means a structure, mobile home or the part of a structure, including a hotel or motel, that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household and includes a parcel of land leased by its owner for use as a site for the parking of a mobile home;

G. ‘‘Eviction’’ means any action initiated by the owner to regain posses- sion of a dwelling unit and use of the premises under terms of the Uniform Owner-Resident Relations Act;

H. ‘‘Fair rental value’’ is that value that is comparable to the value established in the market place;

I. ‘‘Good faith’’ means honesty in fact in the conduct of the transaction concerned as evidenced by all surrounding circumstances;

J. ‘‘Normal wear and tear’’ means deterioration that occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner by the residents or by any other person in the dwelling unit or on the premises with the resident’s consent; however, uncleanliness does not constitute normal wear and tear;

K. ‘‘Organization’’ includes a corporation, government, governmental subdivision or agency thereof, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest or any other legal or commercial entity;

L. ‘‘Owner’’ means one or more persons, jointly or severally, in whom is vested:

(1) all or part of the legal title to property, but shall not include the limited partner in an association regulated under the Uniform Limited Partnership Act [54-2-1 NMSA 1978]; or

(2) all or part of the beneficial ownership and a right to present use and enjoyment of the premises and agents thereof and

includes a mortgagee in possession and the lessors, but shall not include a person or persons, jointly or severally, who as owner leases the entire premises to a lessee of vacant land for apartment use.

M. ‘‘Person’’ includes an individual, corporation, entity or organization;

N. ‘‘Premises’’ means facilities, facilities and appurtenances, areas and other facilities held out for use of the resident or whose use is promised to the resident coincidental with occupancy of a dwelling unit;

O. ‘‘Rent’’ means payments in currency or in-kind under terms and conditions of the rental agreement for use of a dwelling unit or premises, to be made to the owner by the resident, but does not include deposits;

P. ‘‘Rental agreement’’ means all agreements between an owner and resident and valid rules and regulations adopted under Section 47-8-23 NMSA 1978 embodying the terms and conditions concerning the use and occupancy of a dwelling unit or premises;

Q. ‘‘Resident’’ means a person entitled under a rental agreement to occupy a dwelling unit in peaceful possession to the exclusion of others and includes the owner of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home;

R. ‘‘Roomer’’ means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility in a structure where one or more major facilities are used in common by occupants of the dwelling units. As referred to in this subsection, ‘‘major facility’’, in the case of a bathroom, means toilet and either a bath or shower and, in the case of a kitchen, means refrigerator, stove or sink;

S. ‘‘Single family residence’’ means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment nor any other essential facility or service with any other dwelling unit;

T. ‘‘Substantial violation’’ means a violation of the rental agreement or rules and regulations by the resident or occurring with the resident’s consent that occurs in the dwelling unit, on the premises or within three hundred feet of the premises and that includes the following conduct, which shall be the sole grounds for a substantial violation:

(1) Possession, use, sale, distribution or manufacture of a controlled substance, excluding misdemeanor possession and use; unlawful use of a deadly weapon;

(2) Unlawful action causing serious physical harm to another person;

sexual assault or sexual molestation of another person;
entry into the dwelling unit or vehicle of another person without that person's permission and with intent to commit theft or assault;

(3) Theft or attempted theft of the property of another person by use or threatened use of force; or

(4) Intentional or reckless damage to property in excess of one thousand dollars ($1,000);

U. ''Term'' is the period of occupancy specified in the rental agreement; and;

V. ''Transient occupancy'' means occupancy of a dwelling unit for which rent is paid on less than a weekly basis or where the resident has not manifested an intent to make the dwelling unit a residence or household.

History: 1953 Comp., § 70-7-3, enacted by Laws 1975, ch. 38, § 3; 1977, ch. 55, § 1; 1983, ch. 122, § 18; 1985, ch. 146, § 1; 1989, ch. 340, § 1; 1995, ch. 195, § 2; 1997, ch. 39, § 1; 1999, ch. 91, § 1.

STATUTORY NOTES

Cross reference — Deposits, 47-8-18 NMSA 1978.

JUDICIAL DECISIONS

Generally
Applicability
Eviction
Holdover period

Generally
Uniform Building Code, 47-8-3C (now D) NMSA 1978, sets minimum standards to safeguard health and property by regulating and controlling the use and occupancy and maintenance of all buildings and structures within New Mexico; 47-8-3C (now D) NMSA 1978 defines ''codes'' within the Act as including building codes. T.W.I.W., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

Applicability
Court disagreed that the New Mexico Uniform Owner-Resident Relations Act (Act) applied to this case because there were no claims alleged under the Act; however, the court noted in passing that the Act includes a definition of single family residence that was a much closer match linguistically to the language before the court. Estates at Desert Ridge Trails Home- owners' Ass'n v. Vazquez,N.M.300 P.3d 736 (Ct. App. 2013).

Eviction
In an action filed against a nursing home for wrongful death, personal injury, negligent hiring, training and supervision, and loss of consortium, the court ruled an arbitration agreement that the nursing home required to be signed as a condition of admission was substantively unconscionable and therefore unenforceable. The ''collection actions'' exemption provision showed that the agreement was one-sided because the arbitration agreement exempted the most likely claims the nursing home would bring against a resident for guardianship, collection, and eviction under Subsection G of this section. Figueroa v. THI of N.M. at Casa Arena Blanca LLC,N.M.,P.3d (Ct. App. July 18, 2012).

Holdover period
Pursuant to 47-8-35 NMSA 1978 of the Uniform Owner-Resident Relations Act, 47-8-1 to 47-8-51, NMSA 1978, a landowner was entitled to rent during a holdover period; because there was no rental agreement after a particular date, the tenant was required to pay the fair rental value of the premises as they existed during these months, under 47-8-15 NMSA 1978 and defined by 47-8-3 NMSA 1978, Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

47-8-4 Principles of law and equity

Unless displaced by the provisions of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, equitable abatement, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.

History: 1953 Comp., § 70-7-4, enacted by Laws 1975, ch. 38, § 4; 1995, ch. 195, § 3

STATUTORY NOTES

Cross-reference — Breach of agreement by resident and relief by owner, 47-8-33 NMSA 1978.

47-8-5 General act

The Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] being a general act is intended as a unified coverage of its subject matter, and no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

History: 1953 Comp., § 70-7-5, enacted by Laws 1975, ch. 38, § 5.

47-8-6 Recovery of damages

A. The remedies provided by the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] shall be so administered that the aggrieved party may recover damages as provided in the Uniform Owner-Resident Relations Act. The aggrieved party has a duty to mitigate damages.

B. Any right or obligation declared by the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] is enforceable by action unless the provision declaring it specifies a different and limited effect.

History: 1953 Comp., § 70-7-6, enacted by Laws 1975, ch. 38, § 6

47-8-7 Provision for agreement

A claim or right arising under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] or on a rental agreement may be settled by agreement.

History: 1953 Comp., § 70-7-7, enacted by Laws 1975, ch. 38, § 7

47-8-8 Rights, obligations and remedies

The Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

History: 1953 Comp., § 70-7-8, enacted by Laws 1975, ch. 38, § 8

JUDICIAL DECISIONS

Generally
Incidental to employment

Generally

(Unpublished) Where 47-8-8 NMSA 1978 in the Uniform Resident Relation Act, 47-8-1 et seq. NMSA 1978, stated that the Act only applied when a landlord-tenant relationship existed, the Act did not provide any basis of relief to the private employee regarding the police-assisted removal of him from the barn in which he was living as an incident of his employment for the employer since the employee was not a tenant because he did not pay rent or any other expenses and because he did not have an oral or a written lease. Collins v. Storment, 1993 U.S. Dist. LEXIS 20156, Civ. No. 91-1010-HB (D.N.M. Apr. 23, 1993).

Incidental to employment

(Unpublished) Where a tenant's occupation of premises was incidental to his employment, the relationship of landlord and tenant did not exist and the Uniform Resident Relation Act, 47-8-8 NMSA 1978, was inapplicable to the tenant's claim of illegal eviction against certain law enforcement officers. Collins v. Storment, 1993 U.S. Dist. LEXIS 20156, Civ. No. 91-1010-HB (D.N.M. Apr. 23, 1993)

47-8-9 Exemptions

Unless created to avoid the application of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], the following arrangements are exempted by that act:

A. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, counseling, religious, educational when room and board are an entity or similar service;

B. Occupancy under a contract of sale of a dwelling unit or the property of which it is part, if the occupant is the purchaser or a person who succeeds to his interest;

C. Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;

D. Transient occupancy in a hotel or motel;

E. Occupancy by an employee of an owner pursuant to a written rental or employment agreement that specifies the employee's right to occupancy is conditional upon employment in and about the premises; and

F. Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.

History: 1953 Comp., § 70-7-9, enacted by Laws 1975, ch. 38, § 9; 1995, ch. 195, § 4.

47-8-10 Judicial jurisdiction

A. The district or magistrate court of this state may exercise jurisdiction over any person with respect to any conduct in this state governed by the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] or with

respect to any claim arising from a transaction subject to this act for a dwelling unit located within its jurisdictional boundaries. In addition to any other method provided by rule or by statute, personal jurisdiction over a person may be acquired in a civil action or proceeding instituted in the district or magistrate court by the service of process in the manner provided by this section.

B. If a person is not a resident of this state or is a corporation not authorized to do business in this state and engages in any conduct in this state governed by the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], or engages in a transaction subject to this act, he may designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing and shall be filed with the secretary of state. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but service upon him is not effective unless the plaintiff or petitioner immediately mails a copy of the process and pleading by registered or certified mail to the defendant or respondent at his last reasonably ascertainable address. An affidavit of compliance with this section shall be filed with the clerk of the court on or before the return day of the process, if any, or within any further time the court allows.

History: 1953 Comp., § 70-7-10, enacted by Laws 1975, ch. 38, § 10.

47-8-11 Obligation of good faith

Every duty under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] and every act which must be performed as a condition precedent to the exercise of a right or remedy under the Uniform Owner-Resident Relations Act imposes an obligation of good faith in its performance or enforcement.

History: 1953 Comp., § 70-7-11, enacted by Laws 1975, ch. 38, § 11.

JUDICIAL DECISIONS

Reasonableness
Reversal of decision that found lessor had right to refuse to allow sublease but could only do so reasonably and in good faith was improper because 47-8-11 NMSA 1978 required commercial transaction to be guided by right dealing and fairness. Boss Barbara, Inc. v. Newbill, 97 N.M. 239, 638 P.2d 1084 (1982)

47-8-12 Inequitable agreement provision

A. If the court, as a matter of law, finds that any provision of a rental agreement was inequitable when made, the court may limit the application of such inequitable provisions to avoid an inequitable result.

B. If inequitability is put into issue by a party to the rental agreement, the parties to the rental agreement shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement, or settlement, to aid the court in making determination.

History: 1953 Comp., § 70-7-12, enacted by Laws 1975, ch. 38, § 12.

JUDICIAL DECISIONS

Generally
Review — Standards

Generally
In an action brought by a lessee against a lessor to recover a security deposit, the trial court's conclusion that the lessee should not be forced to pay $850 per month where the apartment in question was occupied by another party at fair market value throughout the duration of the lease was appropriate; there was authority and substantial evidence upon which the trial court could have found that the lessee's agreement to pay $850 per month, $125 over the market value, was inequitable and should not have been enforced. Ramirez-Eames v. Hover, 108 N.M. 520, 775 P.2d 722 (1989)

Review — Standards
Uniform Owner-Resident Relations Act, 47- 8-1 NMSA 1978 et seq., specifically 47-8-12 NMSA 1978, modifies common law unconscionability principles by allowing a trial court in its discretion to make a determination of the underlying fairness of a rental agreement when made and by allowing selective enforcement of the contract to bring about an equitable result. However, appellate courts should not be de novo courts of equity in landlord-tenant disputes and should uphold the trial court's determination if it is supported by substantial evidence. Ramirez-eames v. Hover, 108 N.M. 520, 775 P.2d 722 (1989).

47-8-13 Service of notice

A. A person has notice of a fact if:

(1) He has actual knowledge of it;

(2) He has received a notice or notification of it; or

(3) From all facts and circumstances known to him at the time in question he has reason to know that it exists.

B. A person notifies or gives a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course, whether or not the other actually comes to know of it.

C. A person receives a notice or notification:

(1) When it comes to his attention;

(2) Where written notice to the owner is required, when it is mailed or otherwise delivered at the place of business of the owner through which the rental agreement was made or at any place held out by him as the place for receipt of the communication; or

(3) If written notice to the resident is required, when it is delivered in hand to the resident or mailed to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last known place of residence.

D. Notwithstanding any other provisions of this section, notice to a resident for nonpayment of rent shall be effective only when hand delivered or mailed to the resident or posted on an exterior door of the dwelling unit. In all other cases where written notice to the resident is required, even if there is a notice by posting, there must also be a mailing of the notice by

first class mail or hand delivery of the notice to the resident. The date of a posting shall be included in any notice posted, mailed or hand delivered, and shall constitute the effective date of the notice. A posted notice shall be affixed to a door by taping all sides or placed in a fixture or receptacle designed for notices or mail.

E. Notice, knowledge or a notice or notification received by the resident or person is effective for a particular transaction from the time it is brought to the attention of the resident or person conducting that transaction, and in any event from the time it would have been brought to the resident's or person's attention if the resident or person had exercised reasonable diligence.

F. Where service of notice is required under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], and the item is mailed but returned as undeliverable, or where the last known address is the vacated dwelling unit, the owner shall serve at least one additional notice if an alternative address has been provided to the owner by the resident.

History: 1953 Comp., § 70-7-13, enacted by Laws 1975, ch. 38, § 13; 1995, ch. 195, § 5

JUDICIAL DECISIONS

Requirements

''Former 70-7-13A, 1953 Comp. (now 47-8-13 NMSA 1978)'' controls any notice requirement under the Uniform Owner-Resident Relations Act, ''former 70-7-1, 1953 Comp. (now 47-8-1 NMSA 1978)'', except for the written notice specifically required by 70-7-29, 1953 Comp. Kepler v. Covarrubia, 91 N.M. 443, 575 P.2d 952 (1978)

47-8-14 Terms and conditions of agreement

The owner and resident may include in a rental agreement terms and conditions not prohibited by the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] or other rule of law including rent, term of the agreement or other provisions governing the rights and obligations of the parties.

History: 1953 Comp., § 70-7-14, enacted by Laws 1975, ch. 38, § 14.

47-8-15 Payment of rent

A. The resident shall pay rent in accordance with the rental agreement. In the absence of an agreement, the resident shall pay as rent the fair rental value for the use of the premises and occupancy of the dwelling unit.

B. Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit. Unless otherwise agreed, periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each monthly period. The date of one month to the same date of the following month shall constitute a term of one month.

C. Unless the rental agreement fixes a definite term, the residency is week-to-week in the case of a person who pays weekly rent and in all other cases month-to-month.

D. If the rental agreement provides for the charging of a late fee, and if the resident does not pay rent in accordance with the rental agreement, the owner may charge the resident a late fee in an amount not to exceed ten percent of the total rent payment for each rental period that the resident is in default. To assess a late fee, the owner shall provide notice of the late fee charged no later than the last day of the next rental period immediately following the period in which the default occurred.

E. An owner may not assess a fee from the resident for occupancy of the dwelling unit by a reasonable number of guests for a reasonable length of time. This shall not preclude charges for use of premises or facilities other than the dwelling unit by guests.

F. An owner may increase the rent payable by the resident in a month-to-month residency by providing written notice to the resident of the proposed increase at least thirty days prior to the periodic rental date specified in the rental agreement or, in the case of a fixed term residency, at least thirty days prior to the end of the term. In the case of a periodic residency of less than one month, written notice shall be provided at least one rental period in advance of the first rental payment to be increased.

G. Unless agreed upon in writing by the owner and the resident, a resident's payment of rent may not be allocated to any deposits or damages.

History: 1953 Comp., § 70-7-15, enacted by Laws 1975, ch. 38, § 15; 1995, ch. 195, § 6.

JUDICIAL DECISIONS

Holdover period
Pursuant to 47-8-35 NMSA 1978 of the Uni- form Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978, a landowner was entitled to rent during a holdover period; because there was no rental agreement after a particular date, the tenant was required to pay the fair rental value of the premises as they existed during these months, under 47-8-15 NMSA 1978 and defined by 47-8-3 NMSA 1978., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

47-8-16 Waiver of rights prohibited

No rental agreement may provide that the resident or owner agrees to waive or to forego rights or remedies under the law.

History: 1953 Comp., § 70-7-16, enacted by Laws 1975, ch. 38, § 16.

47-8-17 Unlawful agreement provision

If an owner deliberately uses a rental agreement containing provisions known by him to be prohibited by law, the resident may recover damages sustained by him resulting from application of the illegal provision and reasonable attorney's fees.

History: 1953 Comp., § 70-7-17, enacted by Laws 1975, ch. 38, § 17.

47-8-18 Deposits

A. An owner is permitted to demand from the resident a reasonable deposit to be applied by the owner to recover damages, if any, caused to the premises by the resident during his term of residency.

(1) Under the terms of an annual rental agreement, if the owner demands or receives of the resident such a deposit in an amount greater than one month's rent, the owner shall be required to pay to the resident annually an interest equal to the passbook interest permitted to savings and loan associations in this state by the federal home loan bank board on such deposit.

(2) Under the terms of a rental agreement of duration less than one year, an owner shall not demand or receive from the resident such a deposit in an amount in excess of one month's rent.

B. It is not the intention of this section to include the last month's prepaid rent, which may be required by the rental agreement as a deposit as defined in Subsection D [E] of Section 47-8-3 NMSA 1978. Any deposit as defined in Paragraph (1) of Subsection A of this section shall not be construed as prepaid rent.

C. Upon termination of the residency, property or money held by the owner as deposits may be applied by the owner to the payment of rent and the amount of damages which the owner has suffered by reason of the resident's noncompliance with the rental agreement or Section 47-8-22 NMSA 1978. No deposit shall be retained to cover normal wear and tear. In the event actual cause exists for retaining any portion of the deposit, the owner shall provide the resident with an itemized written list of the deductions from the deposit and the balance of the deposit, if any, within thirty days of the date of termination of the rental agreement or resident departure, whichever is later. The owner is deemed to have complied with this section by mailing the statement and any payment required to the last known address of the resident. Nothing in this section shall preclude the owner from retaining portions of the deposit for nonpayment of rent or utilities, repair work or other legitimate damages.

D. If the owner fails to provide the resident with a written statement of deductions from the deposit and the balance shown by the statement to be due, within thirty days of the termination of the tenancy, the owner:

(1) Shall forfeit the right to withhold any portion of the deposit;

(2) Shall forfeit the right to assert any counterclaim in any action brought to recover that deposit;

(3) Shall be liable to the resident for court costs and reasonable attorneys' fees; and

(4) Shall forfeit the right to assert an independent action against the resident for damages to the rental property.

E. An owner who in bad faith retains a deposit in violation of this section is liable for a civil penalty in the amount of two hundred fifty dollars ($250) payable to the resident.

History: 1953 Comp., § 70-7-18, enacted by Laws 1975, ch. 38, § 18; 1985, ch. 146, § 2; 1989, ch. 340, § 2.

STATUTORY NOTES

Cross reference — Breach of agreement by owner and relief by resident, 47-8-27.1 NMSA 1978.

JUDICIAL DECISIONS

Generally
Attorney fees
Breach of lease

Generally

In a landlord-tenant dispute, the trial court did not err in granting directed verdicts on the claims for interest and for conversion since there was no security deposit upon which interest could accrue or conversion could be committed because no reasonable jury could have found that $50,000 was merely a security deposit; 47-8-18A NMSA 1978 required the deposit to be reasonable and there would have been no circumstance under which a landlord would ask for, or a tenant would agree to, a security deposit that was nearly 32 times greater than the monthly rent. Hedicke v. Gunville, 2003-NMCA-032, 133 N.M. 335, 62 d 1217, cert. denied, 133 N.M. 413, 63 P.3d 516 (2003). Landlord was entitled to apply tenant's security deposit to tenant's unpaid rent without sending a written itemization where tenant failed to provide landlord with 30 days' notice of his intent to terminate their rental agreement as required by 47-8-37 NMSA 1978.

Bruce v. Attaway, 1996-NMSC-030, 121 N.M. 755, 918 P.2d 341. If a landlord does not provide a former tenant with an itemized listing of damages to the property within 30 days of vacancy, the landlord forfeits any right to withhold any portion of the deposit or to file suit for the alleged damages to the property. Bruce v. Attaway, 1996-NMSC-030, 121 N.M. 755, 918 P.2d 341. Section 47-8-18D NMSA 1978 provides that if an owner fails to provide a resident with a written statement of deductions from a de- posit and the balance shown by the statement to be due, within 30 days of the termination of the tenancy, the owner shall forfeit the right to withhold any portion of the deposit, shall forfeit the right to assert any counterclaim in any action brought to recover that deposit, shall be liable to the resident for court costs and reasonable attorneys' fees, and shall forfeit the right to assert an independent action against the resident for damages to the rental property. Bruce v. Attaway, 1996-NMSC-030, 121 N.M. 755, 918 P.2d 341. Owner is deemed to have complied with 47- 8-18C NMSA 1978 by mailing a statement and any payment required to the last known address of resident; nothing in 47-8-18 NMSA 1978 shall preclude an owner from retaining portions of a deposit for nonpayment of rent or utilities, repair work, or other legitimate damages. Bruce v. Attaway, 1996-NMSC-030, 121 N.M. 755, 918 P.2d 341.

Section 47-8-18C NMSA 1978 provides that upon termination of residency, property or money held by the owner as deposits may be applied by the owner to the payment of rent and the amount of damages which the owner has suffered by reason of the resident's non-compliance with the rental agreement or of 47-8-22 NMSA 1978; no deposit shall be retained to cover normal wear and tear, and in the event actual cause exists for retaining any portion of the deposit, the owner shall provide the resident with an itemized written list of the deductions from the deposit and the balance of the deposit, if any, within 30 days of the date of termination of the rental agreement or resident departure, whichever is later. Bruce v. Attaway, 1996-NMSC-030, 121 N.M. 755, 918 P.2d 341.

Attorney fees

Landlord, who did not comply with the requirement of 47-8-18 NMSA 1978 to give an itemized account of damages pursuant to 47- 8-22 NMSA 1978, forfeited the deposit and the rights to recover additional damages, and owed the tenant attorney fees pursuant to 47-8- 18D(3) NMSA 1978. Garcia v. Thong, 119 N.M. 704, 895 P.2d 226 (1995).

Breach of lease

Metropolitan court committed legal error by terminating a lease under the Section 8 Housing Choice Voucher Program, 42 U.S.C.S. § 1437f(o), because the tenant failed to timely pay rent for two months and delayed in the payment of a portion of her security deposit under Subsection A of this section. Under the terms of the lease, no date was identified regarding when the tenant would pay the security deposit or whether partial payments could be made; given the ambiguous language of the lease and the lack of any evidence identifying a significant or materially adverse effect on landlord, he could not establish a serious violation based upon the tenant's three-month delay in paying the balance of

the security deposit. Serna v. Gutierrez, 2013-NMCA-026, | N.M.,297 P.3d 1238.

47-8-19 Owner disclosure

A. The owner or any person authorized to enter into a rental agreement on his behalf shall disclose to the resident in writing at or before the commencement of the residency the name, address and telephone number of:

(1) The person authorized to manage the premises; and

(2) An owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

B. The information required to be furnished by this section shall be kept current, and this section extends to and is enforceable against any successor, owner or manager.

C. A person designated under Paragraph (2) of Subsection A of this section becomes an agent of each person who is an owner for the purpose of service of process and receiving and receipting for notices and demands. A person designated under Paragraph (1) of Subsection A of this section becomes an agent of each person who is an owner for the purpose of performing the obligations of the owner under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] and under the rental agreement.

D. Failure of the owner to comply with this section shall relieve the resident from the obligation to provide notice to the owner as required by the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978].

History: 1953 Comp., § 70-7-19, enacted by Laws 1975, ch. 38, § 19; 1995, ch. 195,§ 7.

47-8-20 Obligations of owner

A. The owner shall:

(1) Substantially comply with requirements of the applicable minimum housing codes materially affecting health and safety;

(2) Make repairs and do whatever is necessary to put and keep the premises in a safe condition as provided by applicable law and rules and regulations as provided in Section 47-8-23 NMSA 1978;

(3) Keep common areas of the premises in a safe condition;

(4) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, if any, supplied or required to be supplied by him;

(5) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and

(6) Supply running water and a reasonable amount of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct public utility connection.

B. If there exists a minimum housing code applicable to the premises, the owner's maximum duty under this section shall be determined by Paragraph (1) of Subsection A of this section. The obligations imposed by this section are not intended to change existing tort law in the state.

C. The owner and resident of a single family residence may agree that the resident perform the owner's duties specified in Paragraphs (5) and (6) of Subsection A of this section and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is in writing, for consideration, entered into in good faith and not for the purpose of evading the obligations of the owner.

D. The owner and resident of a dwelling unit other than a single family residence may agree that the resident is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

(1) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner and is set forth in a separate writing signed by the parties and supported by consideration; and

(2) The agreement does not diminish or affect the obligation of the owner to other residents in the premises.

E. Notwithstanding any provision of this section, an owner may arrange with a resident to perform the obligations of the owner. Any such arrangement between the owner and the resident will not serve to diminish the owner's obligations as set forth in this section, nor shall the failure of the resident to perform the obligations of the owner serve as a basis for eviction or in any way be considered a material breach by the resident of his obligations under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] or the rental agreement.

F. In multi-unit housing, if there is separate utility metering for each unit, the resident shall receive a copy of the utility bill for his unit upon request made to the owner or his agent. If the unit is sub-metered, the resident shall then be entitled to receive a copy of the apartment's utility bill. When utility bills for common areas are separately apportioned between units and the costs are passed on to the residents of each unit, each resident may, upon request, receive a copy of all utility bills being apportioned. The calculations used as the basis for apportioning the cost of utilities for common areas and sub-metered apartments shall be made available to any resident upon request. The portion of the common area cost that would be allocated to an empty unit if it were occupied shall not be allocated to the remaining residents. It is solely the owner's responsibility to supply the items and information in this subsection to the resident upon request. The owner may charge an administrative fee not to exceed five dollars ($5.00) for each monthly request of the items in this subsection.

G. The owner shall provide a written rental agreement to each resident prior to the beginning of occupancy.

History: 1953 Comp., § 70-7-20, enacted by Laws 1975, ch. 38, § 20; 1987, ch. 297, § 1; 1989, ch. 340, § 3; 1999, ch. 91, § 2.

STATUTORY NOTES

Cross-reference — Delivery of possession, 47-8-26 NMSA 1978. Breach of agreement by owner and relief by resident, 47-8-27.1 NMSA 1978. Abatement, 47-8-27.2 NMSA 1978. Owner retaliation prohibited,47-8-39 NMSA 1978. Action for possession by owner, 47-8-40 NMSA 1978.

JUDICIAL DECISIONS

Applicability
Burden of proof
Construction with other law
Negligence
Negligence *per se*
Statute of limitations

Applicability
Contention of a tenant that the implied warranty of habitability was in effect in New Mexico and that he had a right to abate rent because the landlord did not supply reasonable heat for his rental unit was remanded to the trial court for determination of the applicability of 47-8-20 NMSA 1978 of the Uniform Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978, which encompassed the issue and which was adopted after the court held that there was no implied warranty of habitability in New Mexico. T.W.I.W., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

Burden of proof
Section 47-8-20A(6), B NMSA 1978 of the Uniform Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978, places the burden upon the landlord to show that a law exists that exempts him from providing reasonable heat for a tenant. T.W.I.W.,Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

Construction with other law
Section 47-8-20A(1),B of the Uniform Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978, require owners to comply with housing and building codes; Section 47-8- 20A(2) — (6) NMSA 1978 remain as minimum standards if there is no applicable code. It does not make sense to read 47-8-20A (6)NMSA 1978 as requiring reasonable heat unless there is a law requiring it and if a housing or building code applied, the court would never get to 47-8-20A(6) NMSA 1978 because 47-8-20A(1) NMSA 1978 would apply and this would make 47-8-20A(6) NMSA 1978 mere surplusage. T.W.I.W., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

Negligence
A landlord owed a duty to his tenant, an eight-year-old child, to keep a fence that he erected around a common playground area in reasonably safe condition. Calkins v. Cox Estates, 110 N.M. 59, 792 P.2d 36 (1990).

Negligence *per se*
In a negligence action against landlord by tenant whose son was injured when he fell through a gap in a balcony railing, trial court properly refused to hold landlord to higher standard than that of ordinary care, and refused tenant's proffered negligence per se instruction. Heath v. La Mariana Apts., 2007- NMCA-003, 141 N.M. 131,151 P.3d 903, aff 'd in part, rev'd in part on other grounds, 2008-NMSC-017, 143 N.M. 657, 180 P.3d 664, 2008 LEXIS 188

Statute of limitations
Where the tenant waited three years after he moved out of the rental property before suing the landlords for negligence in connection with mold and for a violation of their obligations under Subsection A(1)-(4), the tenant's claim was barred by the applicable three-year statute of limitations set forth in 37-1-8 NMSA 1978. Applying the discovery rule, the tenant's cause of action accrued no later than the day he vacated the home; at that time, the tenant knew there was mold in the home, believed that the mold was causing his symptoms, and had been informed that mold could be dangerous to humans. Gerke v. Romero, 2010-NMCA-060, 148 N.M. 367, 237 P.3d 111

RESEARCH REFERENCES

New Mexico Law Review
Note: The Continuing Debate Over Tort Duty in New Mexico: The Role of Foreseeability and Policy in Herrera v. Quality Pontiac, Quinn M. Bumgarner-Kirby, 34 N.M.L. Rev. 433 (2004).

47-8-21 Relief of owner liability

A. Unless otherwise agreed, upon termination of the owner's interest in the dwelling unit, including but not limited to terminations of interest by sale, assignment, death, bankruptcy, appointment of receiver or otherwise, the owner is relieved of all liability under the rental agreement and of all obligations under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] as to events occurring subsequent to written notice to the resident of the termination of the owner's interest. The successor in interest to the owner shall be liable for all obligations under the rental agreement or under the Uniform Owner-Resident Relations Act. Upon receipt by the resident of written notice of the termination of the owner's interest in the dwelling unit, the resident shall pay all future rental payments, when due, to the successor in interest to the owner.

B. Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] as to events occurring after written notice to the resident of the termination of his management.

History: 1953 Comp., § 70-7-21, enacted by Laws 1975, ch. 38, § 21.

47-8-22 Obligations of resident

The resident shall:

A. Comply with obligations imposed upon residents by applicable minimum standards of housing codes materially affecting health or safety;

B. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and, upon termination of the residency, place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when residency commenced;

C. Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

D. Keep all plumbing fixtures in the dwelling unit or used by the resident as clean as their condition permits;

E. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances including elevators, if any, in the premises;

F. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

G. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;

H. Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement or neighborhood association not inconsistent with owner's rights or duties; and

I. Not knowingly commit or consent to any other person knowingly committing a substantial violation.

History: 1953 Comp., §70-7-22, enacted by Laws 1975, ch. 38, §22; 1995, ch. 195, §8

STATUTORY NOTES

Cross reference — Deposits, 47-8-18 NMSA 1978. Breach of agreement by resident and relief by owner, 47-8-33 NMSA 1978. Prevailing party rights in law suit; civil penalties, 47-8-48 NMSA 1978.

JUDICIAL DECISIONS

Damages

Landlord, who did not comply with the requirement of 47-8-18 NMSA 1978 to give an itemized account of damages pursuant to 47- 8-22 NMSA 1978, forfeited the deposit and the rights to recover additional damages, and owed the tenant attorney fees pursuant to 47-8- 18D(3) NMSA 1978. Garcia v. Thong, 119 N.M.704, 895 P.2d 226 (1995).

47-8-23 Application of rules or regulations

An owner, from time to time, may adopt rules or regulations, however described, concerning the resident's use and occupancy of the premises. They are enforceable as provided in Section 47-8-33 NMSA 1978 against the resident only if:

A. Their purpose is to promote the appearance, convenience, safety or welfare of the residents in the premises, preserve the owner's property from abusive use or make a fair distribution of services and facilities held out for the residents generally;

B. They are reasonably related to the purpose for which they are adopted;

C. They apply to all residents in the premises in a fair manner;

D. They are sufficiently explicit in their prohibition, direction or limitation of the resident's conduct to fairly inform him of what he must or must not do to comply;

E. They are not for the purpose of evading the obligations of the owner;

F. And the resident is presented with copies of existing rules and regulations at the time he enters into the rental agreement and is presented notice of amendments to the rules and regulations and rules and regulations adopted subsequent to the time he enters into the rental agreement. A rule or regulation adopted after the resident enters into the rental agreement is enforceable against the resident if reasonable notice of its adoption is given to the resident and it does not work a substantial modification of his bargain.

History: 1953 Comp., § 70-7-23, enacted by Laws 1975, ch. 38, § 23; 1995, ch. 195, § 9.

STATUTORY NOTES

Cross reference — Definitions, 47-8-3 NMSA 1978.
Obligations of owner, 47-8-20 NMSA 1978.

47-8-24 Right of entry

A. The resident shall, in accordance with provisions of the rental agreement and notice provisions as provided in this section, consent to the owner to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, prospective residents, workmen or contractors; provided that:

(1) Unless otherwise agreed upon by the owner and resident, the owner may enter the resident's dwelling unit pursuant to this subsection only after giving the resident twenty-four hours written

notification of his intent to enter, the purpose for entry and the date and reasonable estimate of the time frame of the entry;

(2) This subsection is not applicable to entry by the owner to perform repairs or services within seven days of a request by the resident or when the owner is accompanied by a public official conducting an inspection or a cable television, electric, gas or telephone company representative; and

(3) Where the resident gives reasonable prior notice and alternate times or dates for entry and it is practicable or will not result in economic detriment to the owner, then the owner shall attempt to reasonably accommodate the alternate time of entry.

B. The owner may enter the dwelling unit without consent of the resident in case of an emergency.

C. The owner shall not abuse the right of access.

D. The owner has no other right of access except by court order, as permitted by this section if the resident has abandoned or surrendered the premises or if the resident has been absent from the premises more than seven days, as permitted in Section 47-8-34 NMSA 1978.

E. If the resident refuses to allow lawful access, the owner may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the owner may recover damages.

F. If the owner makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry that are otherwise lawful but that have the effect of unreasonably interfering with the resident's quiet enjoyment of the dwelling unit, the resident may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the resident may recover damages.

History: 1953 Comp., § 70-7-24, enacted by Laws 1975, ch. 38, § 24; 1995, ch. 195, § 10.

47-8-25 Use of dwelling unit limited

Unless otherwise agreed, the resident shall occupy his dwelling unit only as a dwelling unit and in compliance with terms and conditions of the rental agreement. The rental agreement may require that the resident notify the owner of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence.

History: 1953 Comp., § 70-7-25, enacted by Laws 1975, ch. 38, § 25

47-8-26 Delivery of possession

A. At the time specified in the rental agreement for the commencement of occupancy, the owner shall deliver possession of the premises to the

resident in compliance with the rental agreement and Section 47-8-20 NMSA 1978. The owner may bring an action for possession against the resident or any person wrongfully in possession and may recover the damages provided in Subsection F of Section 47-8-33 NMSA 1978.

B. If the owner fails to deliver possession of the premises to the prospective resident as provided in Subsection A of this section, one hundred percent of the rent abates until possession is delivered and the prospective resident may:

(1) Upon written notice to the owner, terminate the rental agreement effective immediately. Upon termination the owner shall return all prepaid rent and deposits; or

(2) Demand performance of the rental agreement by the owner and, if the prospective resident elects, maintain an action for possession of the premises against any person wrongfully withholding possession and recover the damages sustained by him and seek the remedies provided in Section 47-8-48 NMSA 1978.

C. If the owner makes reasonable efforts to obtain possession of the premises and returns prepaid rents, deposits and fees within seven days of receiving a prospective resident's notice of termination, the owner shall not be liable for damages under this section.

History: 1953 Comp., §70-7-26, enacted by Laws 1975, ch. 38, §26; 1999, ch. 91, § 3.

47-8-27 Repealed

STATUTORY NOTES

Repeals — Laws 1995, ch. 195 § 27, repeals this section, as last affected by Laws 1975, ch. 38, § 27, relating to owner-resident relations and noncompliance by the owner.

47-8-27.1 Breach of agreement by owner and relief by resident

A. Upon the failure of the owner to perform his obligations as required by Section 47-8-20 NMSA 1978, the resident shall give written notice to the owner specifying the breach and:

(1) If there is a material noncompliance by the owner with the rental agreement or a noncompliance with the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] materially affecting health and safety, the resident shall deliver a written notice to the owner specifying the acts and omissions constituting the breach. The notice shall state that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if a reasonable attempt to remedy the breach is not made in seven days, and the rental agreement shall terminate as provided in the notice. If the owner

makes a reasonable attempt to adequately remedy the breach prior to the date specified in the notice, the rental agreement shall not terminate. If the rental agreement is terminated by the resident and possession restored to the owner, the owner shall return the balance, if any, of prepaid rent and deposit to which the resident is entitled pursuant to the rental agreement or Section 47-8-18 NMSA 1978; or

(2) The resident may be entitled to abatement of the rent as provided in Section 47-8-27.2 NMSA 1978.

B. The rights provided under this section do not arise if the condition was caused by the deliberate or negligent act or omission of the resident, a member of his family or other person on the premises with his consent. If the noncompliance with the rental agreement or with Section 47-8-20 NMSA 1978 results solely from circumstances beyond the owner's control, the resident is entitled only to those remedies set forth in Paragraph (1) or (2) of this subsection and is not entitled to an action for damages or injunctive relief against the owner.

C. The resident may also recover damages and obtain injunctive relief for any material noncompliance by the owner with the rental agreement or the provisions of Section 47-8-20 NMSA 1978. The remedy provided in this subsection is in addition to any right of the resident arising under Subsection A of this section.

D. If the resident proceeds under Paragraph (1) of Subsection A of this section, he shall not proceed under Paragraph (2) of Subsection A of this section in the same rental period for the same violation. If the resident proceeds under Paragraph (2) of Subsection A of this section, he shall not proceed under Paragraph (1) of Subsection A of this section in the same rental period for the same violation. A resident may, however, proceed under another paragraph of Subsection A of this section for a subsequent violation or the same violation that occurs in subsequent rental periods.

E. When the last day for remedying any breach pursuant to the written notice required under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] occurs on a weekend or federal holiday, the period to remedy shall be extended until the next day that is not a weekend or federal holiday.

History: 1978 Comp., §47-8-27.1, enacted by Laws 1995, ch. 195, §11.

STATUTORY NOTES

Cross reference — Owner retaliation prohibited, 47-8-39 NMSA 1978.

JUDICIAL DECISIONS

Notice.
Where the resident did not give written no tice of deficiencies to the landowner, the resident was not eligible for abatement of rent and the trial court erred by abating after finding only that the landowner had actual notice of deficiencies. Kepler v. Covarrubia, 91 N.M. 443,575 P.2d 952 (1978)

47-8-27.2 Abatement

A. If there is a violation of Subsection A of Section 47-8-20 NMSA 1978, other than a failure or defect in an amenity, the resident shall give written notice to the owner of the conditions needing repair. If the owner does not remedy the conditions set out in the notice within seven days of the notice, the resident is entitled to abate rent as set forth below:

(1) One-third of the pro-rata daily rent for each day from the date the resident notified the owner of the conditions needing repair, through the day the conditions in the notice are remedied. If the conditions complained of continue to exist without remedy through any portion of a subsequent rental period, the resident may abate at the same rate for each day that the conditions are not remedied; and

(2) One hundred percent of the rent for each day from the date the resident notified the owner of the conditions needing repair until the date the breach is cured if the dwelling is uninhabitable and the resident does not inhabit the dwelling unit as a result of the condition.

B. For each rental period in which there is a violation under Subsection A of this section, the resident may abate the rent or may choose an alternate remedy in accordance with the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978]. The choice of one remedy shall not preclude the use of an alternate remedy for the same violation in a subsequent rental period.

C. If the resident's rent is subsidized in whole or in part by a government agency, the abatement limitation of one month's rent shall mean the total monthly rent paid for the dwelling and not the portion of the rent that the resident alone pays. Where there is a third party payer, either the payer or the resident may authorize the remedy and may abate rent payments as provided in this section.

D. Nothing in this section shall limit a court in its discretion to apply equitable abatement.

E. Nothing in this section shall entitle the resident to abate rent for the unavailability of an amenity.

History: 1978 Comp., §47-8-27.2, enacted by Laws 1995, ch. 195, §12; 1999, ch. 91, §4

STATUTORY NOTES

Cross reference — Breach of agreement by owner and relief by resident, 47-8-27.1 NMSA 1978. Breach of agreement by resident and relief by owner, 47-8-33 NMSA1978. Owner retaliation prohibited, 47-8-39 NMSA 1978.

47-8-28 Repealed

STATUTORY NOTES

Repeals — Laws 1999, ch. 91, §8 repeals this section, as last affected by Laws 1975, ch.38, §28, relating to owner-resident relations, failure to deliver possession.

47-8-29 Repealed

STATUTORY NOTES

Repeals — Laws 1995, ch. 195 § 27, repeals this section, as last affected by Laws 1975, ch. 38, §29, relating to owner-resident relations and resident rights in the event of breach.

47-8-30 Action for counterclaim for resident

A. In an action for possession based upon nonpayment of rent or in an action for rent where the resident is in possession, the resident may counterclaim for any amount which he may recover under the rental agreement or the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], providing that the resident shall be responsible for payment to the owner of the rent specified in the rental agreement during his period of possession. Judgment shall be entered in accordance with the facts of the case.

B. If the defense or counterclaim by the resident is without merit and is not raised in good faith, the owner may recover reasonable attorney's fees and his court costs.

C. If the action or reply to the counterclaim is without merit and is not in good faith, the resident may recover reasonable attorney's fees and his court costs.

History: 1953 Comp., § 70-7-30, enacted by Laws 1975, ch. 38, § 30.

47-8-31 Resident rights following fire or casualty

A. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the resident may:

(1) Vacate the premises and notify the owner in writing within seven days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the resident's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

B. If the rental agreement is terminated, the owner shall return the balance, if any, [of] prepaid rent and deposits recoverable under Section 18 [47-8-18 NMSA 1978] of the Uniform Owner-Resident Relations Act. Accounting for rent, in the event of termination or apportionment, is to occur as of the date of the vacation. Notwithstanding the provisions of this section, the resident is responsible for damage caused by his negligence.

History: 1953 Comp., §70-7-31, enacted by Laws 1975, ch. 38, § 31

47-8-32 Repealed

STATUTORY NOTES

Repeals — Laws 1995, ch. 195 §27, repeals this section, as last affected by Laws 1975, ch. 38, §32, relating to owner-resident relations and injunctive relief.

47-8-33 Breach of agreement by resident and relief by owner

A. Except as provided in the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], if there is noncompliance with Section 47-8-22 NMSA 1978 materially affecting health and safety or upon the initial material non-compliance by the resident with the rental agreement or any separate agreement, the owner shall deliver a written notice to the resident specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if the breach is not remedied in seven days.

B. Upon the second material noncompliance with the rental agreement or any separate agreement by the resident, within six months of the initial breach, the owner shall deliver a written notice to the resident specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that the rental agreement shall terminate upon a date not less than seven days after receipt of the notice. If the subsequent breach occurs more than six months after the initial breach, it shall constitute an initial breach for purposes of applying the provisions of this section.

C. The initial notice provided in this section shall state that the rental agreement will terminate upon the second material noncompliance with the rental agreement or any separate agreement by the resident, within six months of the initial breach. To be effective, any notice pursuant to this subsection shall be given within thirty days of the breach or knowledge thereof.

D. If rent is unpaid when due and the resident fails to pay rent within three days after written notice from the owner of nonpayment and his intention to terminate the rental agreement, the owner may terminate the rental agreement and the resident shall immediately deliver possession of the dwelling unit; provided that tender of the full amount due, in the manner stated in the notice, prior to the expiration of the three-day notice shall bar any action for nonpayment of rent.

E. In any court action for possession for nonpayment of rent or other charges where the resident disputes the amount owed because:

(1) The resident has abated rent pursuant to Section 47-8-27.2 or 47-8-4 NMSA 1978; or

(2) The owner has allocated rent paid by the resident as payment for damages to the premises, then, if the owner is the prevailing party, the court shall enter a writ of restitution conditioned upon the right of the resident to remedy within three days of entry of judgment. If the resident has satisfied the judgment within three days, the writ shall be dismissed. If the resident has not satisfied the judgment within three days, the owner may execute upon the writ without further order of the court.

F. Except as provided in the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], the owner may recover damages and obtain injunctive or other relief for any noncompliance by the resident with the rental agreement or this section or Section 47-8-22 NMSA 1978.

G. In a judicial action to enforce a remedy for which prior written notice is required, relief may be granted based only upon the grounds set forth in the written notice served; provided, however, that this shall not bar a defendant from raising any and all defenses or counterclaims for which written notice is not otherwise required by the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978].

H. When the last day for remedying any breach pursuant to written notice required under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] occurs on a weekend or federal holiday, the period to remedy shall be extended until the next day that is not a weekend or federal holiday.

I. If the resident knowingly commits or consents to another person in the dwelling unit or on the premises knowingly committing a substantial violation, the owner shall deliver a written notice to the resident specifying the time, place and nature of the act constituting the substantial violation and that the rental agreement will terminate upon a date not less than three days after receipt of the notice.

J. In any action for possession under Subsection I of this section, it shall be a defense that the resident is a victim of domestic violence. If the resident has filed for or secured a temporary domestic violence restraining order as

a result of the incident that is the basis for the termination notice or as a result of a prior incident, the writ of restitution shall not issue. In all other cases where domestic violence is raised as a defense, the court shall have the discretion to evict the resident accused of the violation, while allowing the tenancy of the remainder of the residents to continue undisturbed.

K. In any action for possession under Subsection I of this section, it shall be a defense that the resident did not know of, and could not have reasonably known of or prevented, the commission of a substantial violation by any other person in the dwelling unit or on the premises.

L. In an action for possession under Subsection I of this section, it shall be a defense that the resident took reasonable and lawful actions in defense of himself, others or his property.

M. In any action for possession under Subsection I of this section, if the court finds that the action was frivolous or brought in bad faith, the petitioner shall be subject to a civil penalty equal to two times the amount of the monthly rent, plus damages and costs.

History: 1953 Comp., §70-7-33, enacted by laws 1975, ch. 38, §33; 1977, ch. 130, §1; 1995, ch. 195, §14; 1999, ch. 91, §5.

STATUTORY NOTES

Cross reference — Application of rules or regulations, 47-8-23 NMSA 1978. Delivery of possession, 47-8-26 NMSA 1978. Appeal stays execution, 47-8-47 NMSA 1978.

JUDICIAL DECISIONS

Payment after notice
Restitution

Payment after notice
Judgment was properly rendered in favor of a tenant in connection with a landlord's unlawful detainer action, which had been brought under former 1915 Code, § 2384 after the tenant failed to pay the rent at the time stipulated for the payment thereof, because the tenant tendered his rent money to the landlord within three days after receiving notice of termination of the lease from the landlord as required under former N.M. Code § 2386. El Dorado Inv. Co. v. Burrus, 28 N.M. 551, 215 P. 819 (1923)

Restitution
In a city's action against a tenant of a public housing unit for a money judgment and for a writ of restitution that would order that the premises be vacated, restitution by a qualified indigent tenant was not mandatory and other forms of relief were available under the New Mexico Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978, where the trial court found that the tenant was in default on rent. City of Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822 (1992).

47-8-34 Notice of extended absence

A. If the rental agreement requires the resident to give notice to the owner of an anticipated extended absence in excess of seven days as required in Subsection A of Section 3 [47-8-3 NMSA 1978] of the Uniform Owner-Resident Relations Act and the resident willfully fails to do so, the owner may recover damages from the resident.

B. During any absence of the resident in excess of seven days, the owner may enter the dwelling unit at times reasonably necessary.

C. If the resident abandons the dwelling unit as defined in Subsection A of Section 3 [47-8-3 NMSA 1978] of the Uniform Owner-Resident Relations Act, the owner shall be entitled to make immediate possession of the dwelling unit. The owner shall, in such cases, be responsible for the removing and storing of the personal property for such periods as are provided by law. Upon abandonment, the owner may make reasonable efforts to rent the dwelling unit and premises at a fair rental. If the owner rents the dwelling unit and premises at a fair rental. If the owner rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date of the new tenancy begins.

History: 1953 Comp., §70-7-34, enacted by Laws 1975, ch. 38, §34.

STATUTORY NOTES

Cross reference — Right of entry, 47-8-24 NMSA 1978.Disposition of property left on the premises, 47-8-34.1 NMSA 1978.

47-8-34.1 Disposition of property left on the premises

A. Where the rental agreement terminates by abandonment pursuant to Section 47-8-34 NMSA 1978:

(1) The owner shall store all personal property of the resident left on the premises for not less than thirty days;

(2) The owner shall serve the resident with written notice stating the owner's intent to dispose of the personal property on a date not less than thirty days from the date of the notice. The notice shall also contain a telephone number and address where the resident can reasonably contact the owner to retrieve the property prior to the disposition date in the notice;

(3) The notice of intent to dispose of personal property shall be person- ally delivered to the resident or be sent by first class mail, postage prepaid, to the resident at his last known address. If the notice is returned as undeliverable, or where the resident's last known address is the vacated dwelling unit, the owner shall also serve at least one notice to such other address as has been provided to the owner by the resident, including the address of the resident's place of

employment, or of a family member or emergency contact for which the owner has a record;

(4) The resident may contact the owner to retrieve the property at any time prior to the date specified in the notice for disposition of the property;

(5) The owner shall provide reasonable access and adequate opportunities for the resident to retrieve all of the property stored prior to any disposition; and

(6) If the resident does not claim or make attempt to retrieve the stored personal property prior to the date specified in the notice of disposition of the property, the owner may dispose of the stored personal property.

B. Where the rental agreement terminates by the resident's voluntary surrender of the premises, the owner shall store any personal property on the premises for a minimum of fourteen days from the date of surrender of the premises. The owner shall provide reasonable access to the resident for the purpose of the resident obtaining possession of the personal property stored. If after fourteen days from surrender of the premises, the resident has not retrieved all the stored personal property, the owner may dispose of the stored personal property.

C. Where the rental agreement terminates by a writ of restitution, the owner shall have no obligation to store any personal property left on the premises after three days following execution of writ of restitution, unless otherwise agreed by the owner and resident. The owner may thereafter dispose of the personal property in any manner without further notice or liability.

D. Where the property has a market value of less than one hundred dollars ($100), the owner has the right to dispose of the property in any manner.

E. Where the property has a market value of more than one hundred dollars ($100), the owner may:

(1) Sell the personal property under any provisions herein, and the proceeds of the sale, if in excess of money due and owing to the owner, shall be mailed to the resident at his last known address along with an itemized statement of the amounts received and amounts allocated to other costs, within fifteen days of the sale; or

(2) Retain the property for his own use or the use of others, in which case the owner shall credit the account of the resident for the fair market value of the property against any money due and owing to the owner, and any value in excess of money due and owing shall be mailed to the resident at his last known address along with an itemized statement of the value allocated to the property and the amount allocated to costs within fifteen days of the retention of the property.

F. If the last known address is the dwelling unit, the owner shall also mail at least one copy of the accounting and notice of the sums for distribution, to the other address, if provided to the owner by the resident, such as, place of employment, family members, or emergency contact on record with the owner.

G. An owner may charge the resident reasonable storage fees for any time that the owner provided storage for the resident's personal property and the prevailing rate of moving fees. The owner may require payment of storage and moving costs prior to the release of the property.

H. The owner may not hold the property for any other debts claimed due or owning or for judgments for which an application for writ of execution has not previously been filed. The owner may not retain exempt property where an application for a writ of execution has been granted.

History: 1978 Comp., §47-8-34.1, enacted by Laws 1995, ch. 195, §15.

47-8-34.2 Personal property and security deposit of deceased resident; contact person

A. As used in this section, ''contact person'' means the person designated by a resident in writing as the person to contact and release property to in the event of the resident's death.

B. The owner may request in writing, including by a requirement in the rental agreement, that the resident:

(1) Provide the owner with the name, address and telephone number of a contact person; and

(2) Sign a statement authorizing the owner in the event of the resident's death to:

(a) Grant the contact person access to the dwelling unit at a reasonable time and in the presence of the owner or the owner's agent;

(b) Allow the contact person to remove the resident's property from the dwelling unit; and

(c) Refund the resident's security deposit, less lawful deductions, to the contact person.

C. A resident may, without request from the owner, provide the owner with the name, address and telephone number of a contact person.

D. Except as provided in Subsection E of this section, in the event of the death of a resident who is the sole occupant of a rental dwelling, the owner:

(1) Shall turn over possession of property in the dwelling unit to the contact person or to any other person lawfully entitled to the property if the request is made prior to the property being discarded pursuant to Paragraph of this subsection;

(a) Shall refund the resident's security deposit, less lawful deductions, including the cost of removing and storing the property, to the contact person or to any other person lawfully entitled to the refund;

(b) May remove and store all property found in the dwelling unit;

(c) May require any person who removes property from the resident's dwelling unit to sign an inventory of the property being removed; and

(d) May discard property removed by the owner from the resident's dwelling unit if:

i. The owner has mailed a written request by certified mail, return receipt requested, to the contact person, requesting that the property be removed;

ii. The contact person failed to remove the property within thirty days after the request is mailed; and

iii. The owner, prior to the date of discarding the property, has not been contacted by anyone claiming the property.

E. An owner and a resident may agree to a procedure different than the procedure in this section for removing, storing or disposing of property in the dwelling unit of a deceased resident in a written rental agreement or other agreement.

F. If, after a written request by an owner, a resident does not provide the owner with the name, address and telephone number of a contact person, the owner shall have no responsibility after the resident's death for removal, storage, disappearance, damage or disposition of property in the resident's dwelling.

G. An owner who violates Subsection D of this section shall be liable to the estate of the deceased resident for actual damages.

History: Laws 2007, ch. 169, §1.

47-8-35 Claim for rent and damages

If the rental agreement is terminated, the owner is entitled to possession and may have a claim for rent and a separate claim for damages for breach of the rental

agreement and reasonable attorney's fees as provided in Subsection C of Section 33 [47-8-33 NMSA 1978] of the Uniform Owner-Resident Relations Act.

JUDICIAL DECISIONS

Holdover period
Restitution

Holdover period

Pursuant to 47-8-35 NMSA 1978 of the Uniform Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978, a landowner was entitled to rent during a holdover period; because there was no rental agreement after a particular date, the tenant was required to pay the fair rental value of the premises as they existed during these months, under 47-8-15 NMSA 1978 and defined by 47-8-3 NMSA 1978., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d753 (1981).

Restitution

In a city's action against a tenant of a public housing unit for a money judgment and for a writ of restitution that would order that the premises be vacated, restitution by a qualified indigent tenant was not mandatory and other forms of relief were available under the New Mexico Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978 et seq., where the trial court found that the tenant was in default on rent. City of Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822 (1992).

47-8-36 Unlawful removal and diminution of services prohibited

A. Except in case of abandonment, surrender or as otherwise permitted in the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], an owner or any person acting on behalf of the owner shall not knowingly exclude the resident, remove, threaten or attempt to remove or dispossess a resident from the dwelling unit without a court order by:

(1) Fraud;

(2) Plugging, changing, adding or removing any lock or latching device;

(3) Blocking any entrance into the dwelling unit;

(4) Interfering with services or normal and necessary utilities to the unit pursuant to Section 47-8-32 NMSA 1978 [repealed], including but not limited to electricity, gas, hot or cold water, plumbing, heat or telephone service, provided that this section shall not impose a duty upon the owner to make utility payments or otherwise prevent utility interruptions resulting from nonpayment of utility charges by the resident;

(5) Removing the resident's personal property from the dwelling unit or its premises;

(6) Removing or incapacitating appliances or fixtures, except for making necessary and legitimate repairs; or

(7) Any willful act rendering a dwelling unit or any personal property located in the dwelling unit or on the premises inaccessible or uninhabitable.

B. The provisions of Subsection A of this section shall not apply if an owner temporarily interferes with possession while making legitimate repairs or inspections as provided for in the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978].

C. If an owner commits any of the acts stated in Subsection A of this section, the resident may:

(1) Abate one hundred percent of the rent for each day in which the resident is denied possession of the premises for any portion of the day or each day where the owner caused termination or diminishment of any service for any portion of the day;

(2) Be entitled to civil penalties as provided in Subsection B of Section 47-8-48 NMSA 1978;

(3) Seek restitution of the premises pursuant to Sections 47-8-41 and Section 47-8-42 NMSA 1978 or terminate the rental agreement; and

(4) Be entitled to damages.

History: 1953 Comp., §70-7-36, enacted by Laws 1975, ch. 38, §36; 1995, ch. 195, § 16.

STATUTORY NOTES

Cross reference — Prevailing party rights in law suit; civil penalties, 47-8-48 NMSA 1978.

Editor's notes — Section 47-8-32 NMSA 1978, referred to in Subsection A(4), was repealed Laws 1995, ch. 195, § 27.

47-8-36.1 Landlord lien

A. There shall be no landlord's lien arising out of the rental of a dwelling unit to which the Uniform Owner-Resident [Relations] Act [47-8-1 NMSA 1978] applies.

B. Nothing in this section shall prohibit the owner from levy and execution on a judgment arising out of a claim for rent or damages.

History: 1978 Comp., §47-8-36.1, enacted by Laws 1995, ch. 195, §17

JUDICIAL DECISIONS

Lien
A landlord who had a landlord's lien on the property of a lessee was found to have been wholly wrong in her procedure when she forcibly took possession of the property without first demanding the rent due and claiming the landlord's lien as required under 1917 N.M. Laws ch. 65, § 26 (47-8-36.1 NMSA 1978); thus, the remedy of injunction was available to the lessee because the business of the lessee would be destroyed by way of legal remedies. Ross v. Overton, 29 N.M. 651, 226 P. 162 (1924).

47-8-37 Notice of termination and damages

A. The owner or the resident may terminate a week-to-week residency by a written notice given to the other at least seven days prior to the termination date specified in the notice.

B. The owner or the resident may terminate a month-to-month residency by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.

C. If the resident remains in possession without the owner's consent after expiration of the term of the rental agreement or its termination, the owner may bring an action for possession and if the resident's holdover is willful and not in good faith the owner, in addition, may recover the damages sustained by him and reasonable attorney's fees. If the owner consents to the resident's continued occupancy, Subsection C of Section 15 [47-8-15 NMSA 1978] of the Uniform Owner-Resident Relations Act applies.

History: 1953 Comp., §70-7-37, enacted by Laws 1975, ch. 38, §37

Construction with other law
Equivocal
Payment after notice
Time limitations

Construction with other law
A court overturned a decision allowing a mobile home park to terminate some residents' month-to-month tenancy, as the court deter- mined that (1) the mobile home park had failed to provide a statement of cause on the notice to quit served on the residents, and (2) even if the notice to quit complied with the requirements of the Owner-Resident Relations Act (ORRA) in 47-8-37B NMSA 1978, the Mobile Home Park Act (which, under 47-10-3A NMSA 1978, was found to require a statement of cause on the notice of quit) prevailed over the ORRA where the statutes were in direct conflict. Green Val- ley Mobile Home Park v. Mulvaney, 1996-NMSC-037, 121 N.M. 817, 918 P.2d 1317.

Equivocal
Tenant contended that a notice to quit was ineffective because it did not sufficiently notify him that he must terminate the tenancy, as required by 47-8-37 of the Uniform Owner- Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978; the court found that the notice was not sufficiently definite to inform the ten- ants of the landlords desire that they vacate because it was equivocal and they could have construed it to mean that they could remain at an increased rental, although a second notice that was unequivocal was sufficient. T.W.I.W., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

Payment after notice
Judgment was properly rendered in favor of a tenant in connection with a landlord's unlawful detainer action, which had been brought under former 1915 Code, § 2384 after the tenant failed to pay the rent at the time stipulated for the payment thereof, because the tenant tendered his rent money to the landlord within three days after receiving notice of termination of the lease from the landlord as required under former 1915 Code, § 2386. El Dorado Inv. Co. v. Burrus, 28 N.M. 551, 215 P. 819 (1923).

Time limitations
Tenant contended that the landlord's notices to quit were not effective because they were not given at least 30 days prior to the periodic rental rate, as required by 47-8-37B of the Uniform Owner-Resident Relations Act, 47-8-1 to 47-8-51 NMSA 1978; the court held that a notice to quit which is ineffective because it did not give the month-to-month tenant the requisite 30 days prior to the periodic rental date is nonetheless effective for the next ensuing rental date. T.W.I.W., Inc. v. Rhudy, 96 N.M. 354, 630 P.2d 753 (1981).

47-8-38 Injunctive relief

A. If the resident refuses to allow lawful access, the owner may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the owner may recover damages, reasonable attorney's fees and court costs.

B. If the owner makes an unlawful entry or a lawful entry in an unreason- able manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the resident, the resident may obtain injunctive relief to prevent the recurrence of the conduct or

terminate the rental agreement. In either case, the resident may recover damages and reasonable attorney's fees.

History: 1953 Comp., §70-7-38, enacted by Laws 1975, ch. 38, §38.

47-8-39 Owner retaliation prohibited

A. An owner may not retaliate against a resident who is in compliance with the rental agreement and not otherwise in violation of any provision of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] by increasing rent, decreasing services or by bringing or threatening to bring an action for possession because the resident has within the previous six months:

(1) Complained to a government agency charged with responsibility for enforcement of a minimum building or housing code of a violation applicable to the premises materially affecting health and safety;

(2) Organized or become a member of a residents' union, association or similar organization;

(3) Acted in good faith to exercise his rights provided under the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], including when the resident makes a written request or complaint to the owner to make repairs to comply with the owner's obligations under Section 47-8-20 NMSA 1978;

(4) Made a fair housing complaint to a government agency charged with authority for enforcement of laws or regulations prohibiting discrimination in rental housing;

(5) Prevailed in a lawsuit as either plaintiff or defendant or has a lawsuit pending against the owner relating to the residency;

(6) Testified on behalf of another resident; or

(7) Abated rent in accordance with the provisions of Section 47-8-27.1 or 47-8-27.2 NMSA 1978.

B. If the owner acts in violation of Subsection A of this section, the resident is entitled to the remedies provided in Section 47-8-48 NMSA 1978 and the violation shall be a defense in any action against him for possession.

C. Notwithstanding the provisions of Subsection A of this section, the owner may increase the rent or change services upon appropriate notice at the end of the term of the rental agreement or as provided under the terms of the rental agreement if the owner can establish that the increased rent or changes in services are consistent with those imposed on other residents of

similar rental units and are not directed at the particular resident, but are uniform.

History: 1953 Comp., §70-7-39, enacted by Laws 1975, ch. 38, §39; 1989, ch. 253, §1; 1995, ch. 195, §18; 1999, ch. 91, §6.

STATUTORY NOTES

Cross reference — Action for possession by owner, 47-8-40 NMSA 1978. Prevailing party rights in law suit; civil penalties, 47-8-48 NMSA 1978.

JUDICIAL DECISIONS

Generally
Burden of proof
Construction. Defenses

Generally
Where an owner properly terminated a rental agreement and brought an action for possession motivated by retaliation for a resident's complaints about noisy neighbors, that retaliatory action was not barred by 47-8- 39A(3) NMSA 1978 of the Uniform Owner- Resident Relations Act because no specific pro- vision of the Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978 et seq., gave a resident the right to complain about noisy neighbors or required the owner to keep residents from being too noisy. Casa Blanca Mobile Home Park v. Hill, 1998-NMCA-094, 125 N.M. 465, 963 P.2d 542, cert. denied, 125 N.M. 322, 961 P.2d 167 (1998).

Burden of proof
Tenants' claim that a landlord's motion for restitution was retaliation against them for abating the rent and was therefore a violation of 47-8-39 NMSA 1978 failed because the tenants were living on the premises continuously until a fire occurred, and the premises were not uninhabitable for any of the 17 months that the tenants had not paid rent; therefore, the tenants were not permitted to abate their rent pursuant to the New Mexico Uniform Owner- Resident Relations Act, 47-8-1 through 47-8-51NMSA 1978. Hedicke v. Gunville, 2003-NMCA- 032, 133 N.M. 335, 62 P.3d 1217, cert. denied, 133 N.M. 413, 63 P.3d 516 (2003).

Construction
Where an owner properly terminated a rental agreement and brought an action for possession motivated by retaliation for a resident's complaints about noisy neighbors, that retaliatory action was not barred by 47-8- 39A(3) NMSA 1978 of the Uniform Owner- Resident Relations Act; no specific provision of the Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978 et seq., gave a resident the right to complain about noisy neighbors or required the owner to keep residents from being too noisy. Casa Blanca Mobile Home Park v. Hill, 1998-NMCA-094, 125 N.M. 465, 963 P.2d 542, cert. denied, 125 N.M. 322, 961 P.2d 167(1998).

Defenses
As landlord and tenant did not dispute that the apartment owner's decision to discontinue participation in the section-eight housing pro- gram was to be equally applied to each section- eight tenant upon expiration of the respective lease, the tenant could not ground her retaliation defense on the owner's discontinuance of participation in the section-eight program. Carol Rickert & Assocs. v. Law, 2002-NMCA-096,132,N.M.687,54P.3d91

47-8-40 Action for possession by owner

A. Notwithstanding Subsections A and B of Section 47-8-39 NMSA 1978, an owner may bring an action for possession if:

(1) The violation of the applicable minimum building or housing code was caused primarily by lack of reasonable care by the resident or other person in his household or upon the premises with the resident's consent;

(2) The resident is in default in rent;

(3) There is a material noncompliance with the rental agreement that would otherwise give rise to the owner's right to terminate the rental agreement;

(4) A resident knowingly commits or consents to any other person in the dwelling unit or on the premises knowingly committing a substantial violation; or

(5) Compliance with the applicable building or housing code requires alteration, remodeling or demolition that would effectively deprive the resident of use of the dwelling unit.

B. The maintenance of an action under Subsection A of this section does not release the owner from liability under Section 47-8-20 NMSA 1978.

History: 1953 Comp., §70-7-40, enacted by Laws 1975, ch. 38, §40; 1995, ch. 195, §19.

JUDICIAL DECISIONS

Restitution

In a city's action against a tenant of a public housing unit for a money judgment and for a writ of restitution that would order that the premises be vacated, restitution by a qualified indigent tenant was not mandatory and other forms of relief were available under the New Mexico Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978, where the trial court found that the tenant was in default on rent. City of Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822 (1992)

47-8-41 Action for possession by owner or resident

An action for possession of any premises subject to the provisions of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] shall be commenced in the manner prescribed by the Uniform Owner-Resident Relations Act.

History: 1953 Comp., §70-7-41, enacted by Laws 1975, ch. 38, §41

47-8-42 Petition for restitution

The person seeking possession shall file a petition for restitution with the clerk of the district or magistrate court. The petition shall contain:

A. The facts, with particularity, on which he seeks to recover;

B. A reasonably accurate description of the premises; and

C. The requisite compliance with the notice provisions of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978].

The petition may also contain other causes of action relating to the residency, but such causes of action shall be answered and tried separately, if requested by either party in writing.

History: 1953 Comp., §70-7-42, enacted by Laws 1975, ch. 38, §42

STATUTORY NOTES

Cross reference—Unlawful removal and diminution of services prohibited, 47-8-36 NMSA 1978

JUDICIAL DECISIONS

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Restitution

In a city's action against a tenant of a public housing unit for a money judgment and for a writ of restitution that would order that the premises be vacated, restitution by a qualified indigent tenant was not mandatory and other forms of relief were available under the New Mexico Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978, where the trial court found that the tenant was in default on rent. City of Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822 (1992)

47-8-43 Issuance of summons

A. The summons shall be issued and directed, with a copy of the petition attached to the summons, and shall state the cause of the complaint, the answer day for other causes of action and notice that if the defendant fails to appear, judgment shall be entered against him. The summons may be served pursuant to the New Mexico rules of civil procedure and returned as in other cases. Trial of the action for possession shall be set as follows:

(1) For any matter brought by the owner for possession, not less than seven or more than ten days after the service of summons; or

(2) For any matter brought by the resident for possession, not less than three or more than five days after the service of summons.

B. Upon finding of good cause, the court may continue the date of hearing on the action for possession for up to seven days from the date of the initial hearing.

History: 1953 Comp., §70-7-43, enacted by Laws 1975, ch. 38, §43; 1995, ch. 195, §20.

STATUTORY NOTES

Cross reference — Action for termination, 47-10-4 NMSA 1978.

47-8-44 Absence from court of defendant

If the defendant shall not appear in response to the summons, and it shall have been properly served, the court shall try the cause as though he were present.

History: 1953 Comp., §70-7-44, enacted by Laws 1975, ch. 38, §44.

47-8-45 Legal or equitable defense

On or before the day fixed for his appearance, the defendant may appear and answer and assert any legal or equitable defense, setoff or counterclaim.

History: 1953 Comp., §70-7-45, enacted by Laws 1975, ch. 38, §45

JUDICIAL DECISIONS

Restitution
In a city's action against a tenant of a public housing unit for a money judgment and for a writ of restitution that would order that the premises be vacated, restitution by a qualified indigent tenant was not mandatory and other forms of relief were available under the New Mexico Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978 et seq., where the trial court found that the tenant was in default on rent. City of Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822 (1992). Metropolitan court had both equitable and legal jurisdiction under the New Mexico Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978 et seq., in the city's action against a tenant of a public housing unit for a money judgment and for a writ of restitution that would order that the premises be vacated. City of Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822(1992)

47-8-46 Writ of restitution

A. Upon petition for restitution filed by the owner if judgment is rendered against the defendant for restitution of the premises, the court shall declare the forfeiture of the rental agreement and shall, at the request of the plaintiff or his attorney, issue a writ of restitution directing the sheriff to restore possession of the premises to the plaintiff on a specified date not less than three nor more than seven days after entry of judgment.

B. Upon a petition for restitution filed by the resident, if judgment is rendered against the defendant for restitution of the premises, the court shall, at the request of the plaintiff or his attorney, issue a writ of restitution directing the sheriff to restore possession of the premises to the plaintiff within twenty-four hours after entry of judgment.

History: 1953 Comp., §70-7-46, enacted by Laws 1975, ch. 38, §46; 1995, ch. 195, §21

STATUTORY NOTES

Cross reference — Remedies, 47-10-9 NMSA 1978

JUDICIAL DECISIONS

Restitution
In a city's action against a tenant of a public housing unit for a money judgment and for a writ of restitution that would order that the premises be vacated, restitution by a qualified indigent tenant was not mandatory and other forms of relief were available under the New Mexico Uniform Owner-Resident Relations Act, 47-8-1 NMSA 1978 et seq., where the trial court found that the tenant was in default on rent. City of Albuquerque v. Brooks, 114 N.M. 572, 844 P.2d 822 (1992)

47-8-47 Appeal stays execution

A. If either party feels aggrieved by the judgment, that party may appeal as in other civil actions. An appeal by the defendant shall stay the execution of any writ of restitution; provided that in cases in which the resident is the appellant, the execution of the writ of restitution shall not be stayed unless the resident, within five days of the filing of the notice of appeal, pays to the owner or into an escrow account with a professional escrow agent an amount equal to the rental amount that shall come due from the day following the judgment through the end of that rental period. The resident shall continue to pay the monthly rent established by the rental agreement at the time the complaint was filed, on a monthly basis on the date rent would otherwise become due. Payments pursuant to this subsection by a subsidized resident shall not exceed the actual amount of monthly rent paid by that resident. When the resident pays the owner directly, the owner shall immediately provide a written receipt to the resident upon demand. When the resident pays into an escrow account the resident shall cause such amounts to be paid over to the owner immediately upon receipt unless otherwise ordered by the court. Upon the failure of the resident or the escrow agent to make a monthly rent payment on the first day rent would otherwise be due, the owner may serve a three-day written notice on the resident pursuant to Subsection D of Section 47-8-33 NMSA 1978. If the resident or the resident's escrow agent fails to pay the rent within the three days, a hearing on the issue shall be scheduled within ten days from the date the court is notified of the failure to pay rent. In the case of an appeal de novo, the hearing shall be in the court in which the appeal will be heard. If, at the hearing, the court finds that rent has not been paid, the court shall immediately lift the stay and issue the writ of restitution unless the resident demonstrates a legal justification for failing to comply with the rent payment requirement.

B. In order to stay the execution of a money judgment, the trial court, within its discretion, may require an appellant to deposit with the clerk of the trial court the amount of judgment and costs or to give a supersedeas bond in the amount of judgment and costs with or without surety. Any bond or deposit shall not be refundable during the pendency of any appeal.

History: 1953 Comp., §70-7-47, enacted by Laws 1975, ch. 38, §47; 1989, ch. 253, §2; 1995, ch. 195, §22; 1999, ch. 91, §7

JUDICIAL DECISIONS

Negligence

Because 47-8-2 NMSA 1978 in the Uniform Owner-Resident Relations Act, 47-8-1 to 47- 8-51 NMSA 1978, states that the Act's general purpose is to clarify the rights and the obligations of owners and residents and because it is not clear that the provision in 47-8-47 NMSA 1978, which gives a tenant a right to file an appeal to stay the execution of a writ of restitution regarding an eviction action, in the Act is intended to provide protection against sheriff 's deputies who execute the writ due to not knowing of the appeal, the execution of the writ by the deputies did not entitle the tenants to a recovery as to the negligence claim that was filed against the County of Bernalillo (New Mexico), the sheriff and the deputies. Runge v. Fox, 110 N.M. 447, 796 P.2d 1143 (Ct. App.1990) Bernalillo County (New Mexico), the sheriff, and the deputies were entitled to a favorable judgment regarding the tenants' negligence claim under 41-4-4 NMSA 1978 in the Tort Claims Act, 41-4-1 to 41-4-27 NMSA 1978, regarding executing the writ of restitution that was issued due to the landlord's desire to evict the tenants; the county was not negligent because the deputies were not negligent because the deputies were only meeting their duty under 4-41-14 NMSA 1978 in executing the facially valid writ of restitution and the deputies were not required to check with the magistrate clerk's office regarding the possibility of the tenants filing the appeal, which they did file, that had the

intent under 47-8-47 NMSA 1978 in the Uniform Owner-Resident Relation Act, 47-8-1 to 47-8-51 NMSA 1978, of staying the execution of the writ. Runge v. Fox, 110 N.M. 447,796P.2d 1143 (Ct.App.1990)

47-8-48 Prevailing party rights in law suit; civil penalties

A. If suit is brought by any party to the rental agreement to enforce the terms and conditions of the rental agreement or to enforce any provisions of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], the prevailing party shall be entitled to reasonable attorneys' fees and court costs to be assessed by the court.

B. Any owner who violates a provision of Section 47-8-36 or 47-8-39 NMSA 1978 shall be subject to a civil penalty equal to two times the amount of the monthly rent.

C. Any resident who intentionally violates a provision of Subsection F of Section 47-8-22 NMSA 1978 shall be subject to a civil penalty equal to two times the amount of the monthly rent.

History: 1953 Comp., §70-7-48, enacted by Laws 1975, ch. 38, §48; 1995, ch. 195, §2

STATUTORY NOTES

Cross reference — Delivery of possession, 47-8-26 NMSA 1978. Unlawful removal and diminution of services prohibited, 47-8-36 NMSA 1978. Owner retaliation prohibited, 47-8-39 NMSA 1978.

47-8-49. Unlawful and forcible entry

The laws and procedures of New Mexico pertaining to complaints of unlawful and forcible entry shall apply to actions for possession of any premises not subject to the provisions of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] or the Mobile Home Park Act [47-10-1 NMSA 1978].

History: 1953 Comp., § 70-7-49, enacted by Laws 1975, ch. 38, § 49; 1995, ch. 195, § 24.

STATUTORY NOTES

Cross reference. — Action for termination, 47-10-4 NMSA 1978.

47-8-50. Prior transactions valid

Transactions entered into before the effective date of the Uniform Owner-Resident Relations Act [47-8-1 NMSA1978], and not extended or renewed after that date, and the rights, duties and interests flowing from them remain valid and may be terminated, completed, consummated or enforced as required or permitted prior to the effective date of the Uniform Owner-Resident Relations Act.

History: 1953 Comp., § 70-7-50, enacted by Laws 1975, ch. 38, § 50.

47-8-51. Applicability

The provisions of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978] are applicable to rental agreements entered into or extended or renewed after the effective date and shall not be applicable to any agreements or conditions entered into between the owner and resident which provisions may alter agreements or conditions existing prior to the effective date of the provisions of the Uniform Owner-Resident Relations Act.

History: 1953 Comp., § 70-7-51, enacted by Laws 1975, ch. 38, § 51.

47-8-52. Conflicts; applicability of law

Unless a provision of the Mobile Home Park Act [47-10-1 NMSA 1978] directly conflicts with the provisions of the Uniform Owner-Resident Relations Act [47-8-1 NMSA 1978], the provisions of the Uniform Owner-Resident Relations Act shall apply to mobile home park owners and residents.

History: Laws 1989, ch. 253, § 3.