

Sandia Shadows Apartments

Rental Agreement

This agreement, made and entered into this _____ day of _____, _____, by and between: **SANDIA SHADOWS-MH, LLC**, located at **2901 Euclid Ave. NE, Albuquerque, New Mexico, 87106**, hereinafter, referred to as "OWNER", and _____, hereinafter referred to as "TENANT", WITNESSETH:

Tenant does hereby rent from Owner from: _____, to _____, the premises designated as Unit # _____, 2901 Euclid Ave. NE, City of Albuquerque County of Bernalillo, State of New Mexico, hereinafter called "Premises", commencing on the _____ day of _____, _____, Tenant paying as rent therefore the sum of \$ _____ per month, plus \$ _____ for extra parking per month. Payable in advance on the FIRST day of each and every month. Tenant agrees to pay, without demand or notice, the monthly rental promptly when due at the office of the owners/managers: 2901 Euclid Ave. NE, Apt A-1, Albuquerque, NM. 87106, or at such other place as owner may designate from time to time for this purpose.

Tenant for and in consideration of this Rental Agreement and the demise of the Premises by Owner to Tenant, hereby agrees and covenants with Owner as follows

1. **Management.** **Sandia Shadows – MH, LLC or assigns** are authorized to manage the premises.
2. **Deposits** _____ **(1 month's rent)**. Deposit to be used in part or whole for property damage and/or cleaning required at termination of agreement and may be applied by Owner to any rent then owing. Owner agrees to deliver or mail to resident, at a location designated by Resident, the balance of deposit remaining, if any, and a written itemization of deductions from the deposit, and reasons therefore, within thirty (30) day's of termination of the rental period.
3. **Notice.** Owner and Tenant each agree to give at least thirty (30) days or more written notice of intent to terminate this residential rental agreement.
4. **Surrender of Premises.** To quit and surrender the Premises peaceably and quietly, at the expiration of the rental period, in as good order and condition as the same now are or may be put into, reasonable use and wear excepted. To Owner, Tenant especially agrees to remove any and all accumulations of rubbish in, on, or about the Premises, and to thoroughly clean the Premises prior to terminating the rental period.
5. **Repairs by Tenant.** Tenant agrees not to make any repairs, or any improvements, or alterations on the above Premises unless consented to in writing by Owner. And, if consent shall be obtained therefore, all such alterations, additions, and improvements shall immediately merge with and become a part of the real property of the owners.
6. **Compliance with Laws.** Tenant shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations in using the premises, and not to use or to suffer to be used the premises in any way so as to create any nuisance, and not to make or suffer to be made any waste thereof. Any failure to

obey municipal state and federal ordinances, laws, rules and regulations will be considered a breach of the lease and will result in immediate evictions proceedings.

7. **Owner's Right of Entry.** Owner shall have the right, at reasonable times, to enter and inspect said Premises, make necessary or agreed repairs, to show said Premises to prospective purchasers, mortgagees, prospective residents, workmen or contractors, or other persons having a legitimate interest therein. Tenant shall at no time change the locks or in other ways prohibit entry into the apartment in cases of emergency.

8. **No Right to Sub-Let.** *Tenant may not sublet the Premises or any portion thereof without written consent of the Owner; nor house nor board any person or persons other than those named as Tenants in this lease and who are legitimate residents of the property.*

9. **Keys, Lock-outs.** Tenant accepts _____ Unit, _____ Gate, _____ Storage, and _____ Mailbox keys. Resident agrees to return all keys the day of vacating said premises or Tenant shall continue to pay rent until the keys are returned or agreement has been made with the owners should the keys be lost, and to pay the cost thereof. No additional keys may be made by the Tenant. Additional keys may be requested directly from the owner on case by case basis at any time. Should Tenant lock him/herself out of the unit, Tenant will pay a \$20 **lock out fee** for being let into her unit at any time other than 9:30 a.m. to 1:00 p.m. Monday thru Friday. The \$20 fee is payable in cash at the time Tenant is let back into the unit.

10. **Utilities.** Owner shall be responsible to pay for the following utilities: hot and cold running water, gas, sewer, and garbage. Tenant shall pay for the following utilities provided to the premises: electricity, cable, and telephone. See Tenant Utility Information Addendum regarding utility transfer information.

11. **Indemnity.** Owner shall not be liable for any damage to persons or property arising from any cause whatsoever in or about the premises, and Tenant agrees to indemnify and save Owner harmless from any and all such claims and liability for damage to persons or property about the premises.

12. **Attorney's Fees.** In the event Owner incurs reasonable attorney's fees, costs and expenses in enforcing Owner's rights under this agreement, Tenant shall be responsible to pay all such fees and costs.

13. **Late Fees.** Rent is payable on the first day of each month. Any rent payment made on the 4th day of the month after 9:00 am is considered late and a late fee of \$ _____ (equal to 10% of the monthly rent) will be due from Tenant. If the 4th day of the month falls on a week end or holiday, the late fee will be due on the next business day.

14. **Pets.** There is a \$150 additional, non refundable deposit required to be paid in full prior to occupancy. Tenant shall have no pets unless specifically noted in this lease. Under no circumstances may an undisclosed pet be kept on the premises. See Pet Addendum.

15. **Carpet Cleaning.** Tenant agrees that upon vacation of the premises by Tenant that the sum of \$75 shall automatically be deducted from Tenant's deposit for the cleaning of the carpet.

16. **Returned Checks.** Tenant shall pay to Owner \$25 for any returned checks. In the event a check is returned, all future rent payments shall be made by cashier's check or money order.

17. **Occupants in Premises.** The number of people living in the apartment shall be limited to two (2) persons and no more, without written authorization from Owner.

18. **Clogged Sinks, Toilets.** Tenant agrees to use caution in putting foreign objects, large amounts of

Crime Free Rental Agreement Addendum

In consideration of the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, owner and tenant agree as follows:

1. Tenant and any member of the tenant's household, guest (s) or other person (s) under the tenant's control shall not engage in criminal activity, including drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Sections 1 through 42 of the Controlled Substance Act {30-31-1 N.M.S.A}).
2. Tenant, any member of the tenant's household, guest(s), or other person(s) under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or about the said premise.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, any member of the tenant's household, guest(s), or another person(s) under the tenant's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance whether on or about the dwelling unit or premises.
5. Tenant, any member of the tenant's household, or a guest or another person under the tenant's control shall not engage in any illegal activity, including but not limited to prostitution, criminal street gang activity, threatening or intimidating, assault, or the unlawful discharge of firearms,, on or about the dwelling unit, premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or any other tenant or involving imminent serious property damage.
6. **Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of tenancy.** A single violation of any provision of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the rental agreement as set forth in the "Uniform Owner-Tenant Relation Act" 47—8-1 NMSA. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.

8. This **RENTAL AGREEMENT ADDENDUM** is incorporated into the rental agreement executed or renewed on _____, _____ between Owner and Tenant.

Tenant's signature

Date: _____

Tenant's signature

Date: _____

Sandia Shadows-MH, LLC, Manager
2901 Euclid NE #1A, Albuquerque, New Mexico 87106

Date: _____

Sandia Shadows Apartments
Tenant Utility Information Addendum

In consideration of the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, owner and tenant agree as follows:

All electric in this area is serviced by PNM. *Prior to coming into our office to sign your lease* you must contact PNM – if the turnaround time is short, PNM will schedule to put the unit in your name on the first available date. It might be a few days after you call. *Irrelevant* of the date service is placed into the tenants name, **PNM will give you a confirmation number that you will write down and give to SSMH, LLC** when you sign the lease. This name change for service can be done as early as 30 days before your move in date and you can schedule it to be effective on your move in date.

You are responsible for this bill from your move in date until your move out date or end of lease term.

Contact phone numbers to change utilities into tenants names:

PNM 505-246-5600

PNM Confirmation # Electric _____

This **RENTAL AGREEMENT ADDENDUM** is incorporated into the rental agreement executed or renewed on _____, _____ between Owner and Tenant.

Tenant's signature

Date: _____

Tenant's signature

Date: _____

Sandia Shadows-MH, LLC, Manager

Date: _____

2901 Euclid NE #1A, Albuquerque, New Mexico 87106

Sandia Shadows Apartments

Pet Addendum

There is a **\$150 additional, non refundable deposit** required to be paid in full prior to occupancy.

_____ Tenant does not have any pet at this time.

Tenant shall not have any mammals, reptiles, birds, fish, rodents or insects, or pet of any nature on or about the Premises with the exception of:

Type _____ Breed _____ Weight _____
Color/Markings _____ Neutered _____ Age _____

Type _____ Breed _____ Weight _____
Color/Markings _____ Neutered _____ Age _____

This also includes animals, birds or pets of any nature of any guests, relatives, or invited parties to the Premises. There is to be “no baby-sitting or care taking” of any other person(s) animals, birds, or pets of any nature for any period of time. Feeding stray or unauthorized pets is prohibited.

_____ Tenant acknowledges and agrees to this paragraph. If any pet is listed above, Tenant agrees to pay any additional increase to the security deposit required by Landlord. Tenant assumes all financial responsibility for damages caused by said pet including any personal injuries to any persons caused by any pet, and damages to another person’s property caused by any pet. Tenant agrees to the below conditions in consideration of the authorization of the pet to occupy the Premises.

1. Tenant agrees to keep said pet under control at all times and obey all city ordinances related to the keeping of pets including being properly licensed.
2. Tenant agrees that Landlord may revoke permission to keep said pet on Premises by giving Tenant written thirty (30) days notice.
3. The pet must be neutered or spayed.
4. If the pet is a bird, the bird shall not be let out of the cage.
5. Tenant shall prevent any fleas or other infestation of the Premises or other property of Landlord.
6. If in the opinion of Landlord the pet becomes annoying, bothersome or in any way a nuisance to other neighbors or to the operation of the community, Tenant will immediately, upon notice from Landlord, remove the pet from the Premises.
7. Permission to keep pet is restricted only to the particular pet described above and does not extend to any other animal or pets.
8. Pet will not be allowed to run loose on grounds. When on common areas, the pet must be kept on a leash.
9. Landlord shall not be liable for any damages to person or property caused by Tenant’s pet and Tenant hereby agrees to hold owner/manager harmless from such liability, assuming the same liability themselves.
10. Tenant agrees to be fully responsible for any damage caused to the property by the pet and for any and all above normal wear and tear, and agrees to fully compensate the Landlord for any and all such damage or additional wear and tear including but not limited to:
 - a. Replacing doors, screens, windows, window coverings, or any other items scratched, torn, damaged or soiled by the pet.
 - b. Additional cleaning or replacement at the discretion of the Landlord of any carpeting that has been damaged, soiled or stained or which has an odor as a result of the pet.
 - c. Deodorizing and disinfecting any floor or wall or other surfaces which may be stained or have an odor as a result of the pet.
11. All required shots for pets must be current on move-in date and must be kept current throughout this lease. A shot certificate/or shot record must be made available to landlord immediately upon demand.

12. Tenant will protect, defend, indemnify, and hold landlord, landlord's property manager, and landlord's agents harmless from any damages, cost, attorney fees, and expenses that are caused by the act of any pet or tenant.

16. **PET REMOVAL:** Landlord may remove any unauthorized pet by giving one day's **prior** written notice (posted or mailed) of intent to remove the pet. Landlord may ask the local humane society or local authority to conduct proper removal.

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Tenant's signature

Date: _____

Tenant's signature

Date: _____

Sandia Shadows-MH, LLC, Manager

Date: _____

2901 Euclid NE #1A, Albuquerque, New Mexico 87106