

New Mexico Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within 30 days after the rental agreement ends or the Tenant leaves, whichever is later, the Landlord returns the deposit with an itemized written list of any deductions for unpaid rent and damage beyond ordinary wear. The deposit may not exceed one month's rent when the rental agreement is for less than one year; a longer agreement may call for a reasonable larger deposit. When the rental agreement is for a year or longer and the deposit is larger than one month's rent, the Landlord pays the Tenant interest on the deposit each year at the passbook rate.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord gives 24 hours' written notice stating the purpose, date and a reasonable estimate of the time of entry, and needs no notice in an emergency.

9. Ending the lease and default

Either party ends a month-to-month tenancy with written notice given at least 30 days before the periodic rental date named in the notice. If rent is unpaid or a term is broken, the Landlord gives the written notice New Mexico law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ Name, address and phone number of the manager and of the owner or the agent for notices and service of process (N.M. Stat. 47-8-19)
- ☐ A copy of the written rental agreement before the Tenant moves in (N.M. Stat. 47-8-20)
- ☐ A copy of any rules and regulations at signing (N.M. Stat. 47-8-23)

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name