

RESIDENTIAL LEASE AGREEMENT

I. PARTIES

This Residential Lease Agreement (the "Lease") is entered into by and between the following parties:

The Landlord: _____

Mailing Address: _____

The Tenant: _____

Mailing Address: _____

The Landlord and the Tenant may collectively be referred to as the "Parties" or individually as a "Party."

II. PREMISES

The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the residential real property located at:

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: New Mexico

Zip Code: _____

(hereinafter referred to as the "Premises").

III. TERM

The term of this Lease shall be for a fixed duration, commencing on _____ and terminating on _____ (the "Lease Term"). Any renewal or extension of this Lease must be agreed upon in writing by both Parties. Upon expiration of the Lease Term, the Tenant shall peaceably surrender and vacate the Premises in accordance with New Mexico law.

IV. RENT

a. **Rent Amount:** The Tenant shall pay to the Landlord a monthly rent of \$_____ (the "Rent").

b. **Due Date:** Rent is due in advance on the _____ day of each calendar month during the Lease Term.

c. **Payment Method:** Rent shall be paid by _____ to the Landlord at the Landlord's mailing address listed above, or at such other place as the Landlord may designate in writing.

d. **No Late Fees:** No late fees or returned payment fees shall apply to overdue Rent payments under this Lease.

V. SECURITY DEPOSIT AND FEES

The Parties agree that no security deposit, pet deposit, pet fee, pet rent, or parking fee is required under this Lease.

VI. OCCUPANCY AND USE

a. **Permitted Use:** The Premises shall be occupied solely as a private residential dwelling by the Tenant and the Tenant's immediate family members.

b. **Guests:** Guests may not reside at the Premises for more than _____ consecutive days or _____ days in any calendar year without the prior written consent of the Landlord.

c. **Compliance:** The Tenant shall comply with all federal, state, and local laws, ordinances, and

regulations, including the New Mexico Uniform Owner-Resident Relations Act (NMSA 1978, §§ 47-8-1 to 47-8-52).

VII. MAINTENANCE, REPAIRS, AND ALTERATIONS

a. **Landlord Obligations:** Pursuant to NMSA 1978, § 47-8-20, the Landlord shall maintain the Premises in a safe, clean, and habitable condition, and shall comply with all applicable building and housing codes materially affecting health and safety. The Landlord shall maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems.

b. **Tenant Obligations:** Pursuant to NMSA 1978, § 47-8-22, the Tenant shall keep the Premises as clean and safe as the condition of the Premises permits. The Tenant shall dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner, and shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in a reasonable manner.

c. **Alterations:** The Tenant shall make no alterations, additions, or improvements to the Premises, nor paint or redecorate the Premises, without the prior written consent of the Landlord.

VIII. UTILITIES AND SERVICES

Responsibility for the payment of utilities and services connected to the Premises shall be allocated as follows:

[Describe utility responsibilities, e.g., Tenant shall pay for electricity, gas, and internet; Landlord shall pay for water, sewer, and trash collection]

IX. LANDLORD'S RIGHT OF ENTRY

Pursuant to NMSA 1978, § 47-8-24, the Landlord or the Landlord's authorized agents shall have the right to enter the Premises for the purposes of inspection, making necessary or agreed repairs, decorations, alterations, or improvements, or exhibiting the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Except in case of emergency or unless it is impracticable to do so, the

Landlord shall give the Tenant at least twenty-four (24) hours' written notice of the intent to enter and may enter only at reasonable times.

X. PROHIBITION AGAINST SUBLETTING AND ASSIGNMENT

The Tenant shall not assign this Lease, sublet any portion of the Premises, or grant any license or concession to use any part of the Premises without the prior written consent of the Landlord. Any attempted assignment or subletting without such consent shall be void and shall constitute a material breach of this Lease.

XI. DEFAULT AND REMEDIES

a. **Tenant Default:** If the Tenant fails to pay Rent when due, or fails to comply with any other material provision of this Lease, the Landlord may deliver a written notice to the Tenant specifying the breach and demanding cure or possession in accordance with the New Mexico Uniform Owner-Resident Relations Act (including NMSA 1978, § 47-8-33 for material noncompliance or NMSA 1978, § 47-8-37 for nonpayment of rent).

b. **Landlord Remedies:** Upon an uncured default by the Tenant, the Landlord may pursue all legal remedies available under New Mexico law, including termination of this Lease and recovery of possession of the Premises through appropriate legal proceedings.

XII. GOVERNING LAW AND JURISDICTION

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico. Any legal action arising under this Lease shall be brought in the appropriate court within the county where the Premises are located.

XIII. MISCELLANEOUS PROVISIONS

a. **Successors and Assigns:** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

b. **Waiver:** The failure of either Party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

c. **Severability:** If any provision of this Lease is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

d. **Headings:** The section headings contained in this Lease are for convenience of reference only and shall not affect the interpretation or construction of any provision herein.

e. **Entire Agreement:** This Lease constitutes the entire agreement between the Parties regarding the leasing of the Premises and supersedes all prior negotiations, representations, or agreements, whether oral or written. This Lease may only be amended or modified by a written agreement signed by both Parties.

[LANDLORD]

Signature: _____

Print Name: _____

Date: _____

Address: _____

[TENANT]

Signature: _____

Print Name: _____

Date: _____

Address: _____