

**THURSTON REALTY**  
Office 575-373-4663 Fax (760) 825-8857  
P.O. Box 2018, Las Cruces, NM 88004  
Email: ThurstonRealtyProperties@gmail.com

**RESIDENTIAL RENTAL POLICY ADDENDUM**

**LANDLORD CONTACT INFORMATION**

Mailing: Thurston Realty, PO Box 2018, Las Cruces, NM 88004

Office: 750 S Solano, Las Cruces, NM 88001

Tel: (575) 373-4663 Email: ThurstonRealtyProperties@gmail.com

**Maintenance Emergencies - 575-222-0123 Fire, Flood, Leak**

Farrell Thurston,

, Property Manager / Bonnie Mangum, Property Manager

**HOW AND WHERE CAN YOU PAY YOUR RENT**

Online: [www.thurstonrealty.com](http://www.thurstonrealty.com) (call office for log-in information)

App: Download the “Resident Center” App created by Buildium (app image to the right)



**By ATM: At any Wells Fargo ATM Machine with your rental deposit card.**

**DO NOT GIVE RENT TO A BANK TELLER!**

For your 24 hour convenience, and for the safety of our employees, we do not accept rental payments at the office.

**RENTAL PAYMENTS / FEES**

**Pay early or on time. In this way you can avoid late notices, delinquency and eviction.** All rents are due and payable **on or before the 1st day of the month**, delinquent after 11:59pm on the 3rd of the month. It is your responsibility to pay and see that we receive the money each month. If you do not pay by the 3rd a Three-Day Notice will be posted on your door or sent certified mailed to you on the 4th. **You will be charged a \$30 notice fee if we have to do this.** In addition, a 5% late fee will be assessed if rent is paid after 11:59pm on the 4th of the month. **We post notices and file with the court if you are delinquent (if you don't pay by the 3rd).**

**RETURN CHECK FEE** - A forty dollar (\$40.00) service fee will be charged to residents for checks that are returned unpaid from the bank (this includes online payments that are cancelled or denied payment by the bank). If the payment is returned unpaid after the 4th of the month a late fee will also be applied to the account.

If for any reason you are unable to make your rental payment on time, you must call the office and inform the management so that acceptable arrangements can be made. If we agree to accept your rent late, **THIS DOES NOT REMOVE THE LATE OR FILING FEES.**

**A 3% credit card fee to pay on time on our website is cheaper than a 5% late fee.**

We base late fees on the date and time stamp of Wells Fargo or the online payment portal. Until we receive your late payment, to protect our rights of eviction, court proceedings will continue. You will be responsible for any legal fees we incur. We may halt court proceedings anytime if all monies due are paid before the court date.

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Tenant Initials

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#### WHY SHOULD YOU PAY YOUR RENT ON TIME?

Credit is one of your most valuable assets. Your rental agreement is made on the basis of your integrity and ours. We will be happy to give good credit references to residents who meet their obligations on time. We report non-payment to credit reporting agencies, and all court judgments will be reflected on your credit report.

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#### LOCKS RE-KEY

Tenant **MAY NOT** rekey the property or change the locks under any circumstances. A \$20 fee will be charged for replacement and/or non returned keys and/or deposit cards upon vacating. If for any reason the Tenant requests the keys to be changed on a property a **\$40.00** fee will be charged for this service at the time of service. If you loose access to your rental, a **\$30.00 fee** will be charged after hours to open your door. This fee is to be paid to the person who unlocks your door before the door is unlocked. During business hours you may come by the office to borrow an extra key to regain access.

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#### VACATE NOTICE, LEASE RENEWALS AND MONTH TO MONTH TENANCY

On the last day of the rental term, unless required notice of intent to vacate has been submitted (see section 3 of lease), the rental agreement will automatically renew as a month-to-month tenancy. If the rental agreement is to be renewed, a new lease or a lease extension agreement must be signed by both parties. New terms and conditions may apply with the lease extension or a new lease agreement. **In order to VACATE, ALL Tenants MUST GIVE A FULL RENTAL PERIOD NOTICE. Such notice shall terminate only on the last day of a month. For example: if you want to move out on June 30, you must give notice that you are vacating on or before May 30th. OR If you want to move out on June 15th, you must give notice before April 30th. [a full rental period being the month of May]**

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#### OWNER SALE OF PROPERTY

Tenant understands that the owner of this property has the right to sell the property at anytime subject to Tenant's rights and Tenant agrees to cooperate with the owner or owner's agent to show the house at reasonable times as needed to facilitate such sale. Should the property sell to someone who wants to occupy the property, you will be given a minimum of 30 days notice to vacate.

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#### ARE THERE RANDOM INSPECTIONS?

The landlord / owner reserves the right to inspect the property at any time, as long as prior notice is delivered to the Tenant 24-hours prior to inspection. Landlord is also permitted by law to enter the dwelling at anytime if there appears to be an emergency that could damage the property or cause harm to the residents or if it appears that you have abandoned the property. An inspection of only the outside of the property does not require a 24 hour notice.

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#### WHAT IS EXPECTED OF ME AS A Tenant?

Although your rental dwelling is your home, it is not your property. Please be respectful of your neighbors and keep the noise level to a minimum. No disturbance of the peace is generally a governmental code requirement. We assist the governmental agencies to enforce this when needed. We require that you practice good housekeeping techniques to keep the dwelling clean and maintained. We require that the exterior of your home is kept in a clean and presentable manner. Please dispose of all trash and debris in the proper trash receptacles. Please keep all clutter off the walkways and driveways as this could prove to be a serious hazard.

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## SECURITY DEPOSITS AND CHARGES AGAINST SECURITY DEPOSITS

Residents in properties rented by Landlord are advised that their security deposit will be charged for repair and cleaning services. It is a concept of ours that the precept of good housekeeping basically dictates that when a resident leaves an apartment or house, it should be possible for the next resident to move in with no cleaning or repairs necessary.

If any repairs or cleaning are necessary, charges are to be made in accordance with the following schedule:

Cleaning, Repairs or painting of any kind will be charged at the greater of the subcontracted company's job rate or \$75.00 per hour plus materials. Either will have an additional \$40.00 per hour supervision charge.

Professional Carpet Cleaning will be charged at the greater of the subcontracted rate or \$0.50 per square foot of area cleaned. Either may have an additional \$40.00 per hour supervision charge.

Tenants renting a single family home are responsible to maintain the landscaping. This includes and is not limited to watering, fertilizing and mowing the grass, trimming and pruning shrubbery and trees, removing weeds from the yard and keeping the general appearance of the exterior of the home in good condition. If we give you notice to clean up your yard and you do not comply, we will hire a landscaper to have it done and this will be billed to you. Pictures may be taken at the beginning and end of the lease. Any repair or replacement of the landscaping will be at Tenant's expense. Landscaping maintenance repair or replacement will be charged at the greater of the subcontracted price of \$75.00 per hour plus materials. An additional \$40.00 per hour supervision charge may be imposed.

The Security Deposit is applied as payment for cleaning, repairs and damages beyond ordinary wear and tear, and for rent loss, if any, and may be refunded within 30 days of vacating premises, provided the home is left in acceptable condition and all terms of the lease have been met. The management will determine what portion (if any) of the security deposit is refundable to the Tenant. The security deposit may not, under any circumstances, be used by you for the final month's rent.

**(A 10% surcharge may be added to all cleaning and repair bills for administration.)**

## APPLIANCES and FURNISHINGS

<p>Landlord will repair and replace Furnishings included in the lease for normal wear and tear. Damage done to the Furnishings included in the lease by Tenant will be repaired at Tenant's expense. The following furnishings below have been included in the lease:</p>	<p>Tenant is allowed to use any Furnishings left in the property that <u>are not included</u> in the lease and agrees to treat them with care. Their use is for Tenants only. <b>If they should cease to function, rent will not be reduced and Landlord has no responsibility to repair them but may if he so chooses.</b> Damage done to the furnishings not included in the lease by Tenant will be repaired at Tenant's expense. The following furnishings below have not been included in the lease but are for Tenant use:</p>
<ul style="list-style-type: none"><li><input type="checkbox"/> Refrigerator (does not include ice/water if available)</li><li><input type="checkbox"/> Window Blinds</li><li><input type="checkbox"/> Drapes/ Rods</li><li><input type="checkbox"/> Range/ Oven</li><li><input type="checkbox"/> Range Hood</li><li><input type="checkbox"/> Dishwasher</li><li><input type="checkbox"/> Microwave</li><li><input type="checkbox"/> Other _____</li></ul>	<ul style="list-style-type: none"><li><input type="checkbox"/> Icemaker and/or Water Dispenser</li><li><input type="checkbox"/> Washer</li><li><input type="checkbox"/> Dryer</li><li><input type="checkbox"/> Garbage Disposal</li><li><input type="checkbox"/> Security Alarm</li><li><input type="checkbox"/> Water Softener</li><li><input type="checkbox"/> RO System (drinking water)</li><li><input type="checkbox"/> Microwave</li><li><input type="checkbox"/> Other _____</li></ul>

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#### IS SMOKING ALLOWED INSIDE THE DWELLING? **NO!**

Due to the extreme damage that is caused by smoke, smoking of any kind (vaping, tobacco, cannabis, incense) will not be allowed inside the dwelling. If it is discovered that the Tenant(s) or their guests are smoking inside the home, a lease violation will be issued and the lease agreement may be terminated immediately. In the event that the Tenant or guest does smoke inside the dwelling, the Tenant will lose their complete security deposit and be billed for repairs to the home to restore it to the state it was in prior to the lease start date.

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#### HEATING / COOLING

**You are required to clean and/or change your own heating and air conditioning filter and perform simple routine maintenance. This should be done at minimum every two months for best efficiency of your equipment. If you don't know how to do this please ask.** You are permitted to use the least expensive filters. You can Purchase basic filters at Hayden's Hardware, Hercules Supply, Johnston's Hardware. Damages to the Equipment due to a dirty filter will be billed to the Tenant. If there is mechanical failure of your furnace or cooling unit please call us for service.

**Evaporative cooling (if applicable):** You are responsible for the cost of changing from cooling to heating in the winter and visa-versa in the spring. The changeover must be done by a Thurston Realty approved service person. Please call us with at least one week's notice of when you would like your AC started or changed to heating. The cost to do this service is approximately \$95. You will be billed for this service once completed. **You are not allowed to do the service yourself unless you are trained and approved in writing by us to do so.**

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#### OUTSIDE / PROPERTY EXTERIOR

You are allowed to park operational vehicles only on the property. A vehicle that is on Jacks, does not run or cannot be legally driven on the street is a non-operational vehicle. If you must store a non-operational vehicle for a short period of time, you must have written permission or we may have the vehicle towed at your expense. At 801 Espina, 530 & 532 Burk and 605 Almendra, you are only allowed to have the waste company issued trash and recycle containers and a barbecue grill stored outside.

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#### MAINTNENANCE

Tenant is required to test smoke detectors every 6 months and replace batteries if necessary.

Tenant is required to replace light bulbs (including appliance bulbs) and any appliance filters with the equivalent type if they fail during their tenancy.

Tenant is required to routinely clean the property and immediately repair or have repaired any items that they damage.

Nail holes in any cabinet, door or wood surface is NOT permitted.

Nail holes in drywall walls must not be larger than the size of a standard thumbtack and will be filled with **drywall joint compound** ONLY (NO CAULK) prior to vacating the property.

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#### TV's

TV's are not allowed to be hung on walls. Tenants will be billed immediately for any mounted TV's in the property or inappropriately filled nail holes.

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### CARPET CLEANING

You are required to have your carpet professionally steam cleaned once a year and just prior to vacating the dwelling at the end of your lease period. If your carpet is not professionally cleaned, you will be billed for this service. Your receipt from the carpet cleaning company can be submitted to the office as proof of this service.

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### REPAIRS

Repair requests must be made in writing and can be made through your Tenant portal on [www.ThurstonRealty.com](http://www.ThurstonRealty.com) or emailed to ThurstonRealtyProperties@gmail.com. While we do our best to coordinate repairs with you, **a Tenant's request for repairs is permission for us to enter and make the necessary repairs. This will typically occur during business hours.** Landlord may temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. Landlord will act with diligence in making repairs and rent shall not abate during such periods.

Tenant must notify Landlord immediately in cases of pest, fire or water damages. Repairs for excessive damages caused by these items because of untimely reporting will be billed to the Tenant. Charges for repairs because of Tenant's damage will be due when billed. If not paid before we receive your rent – your repair expenses will be deducted from your rent payment before rent is applied. This will cause your rent payment to be late and in default.

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### CONTAMINATION

Tenant agrees that Landlord will not be held liable for any claims as a result or arising out of the growth or proliferation of mold or mildew or other contaminations of the premises or of any existing contamination that is unknown to the Landlord. Tenant agrees that Landlord will not be held liable for any damages caused to Tenant, their guests, occupants or property within the premises any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within the rental premises. Failure by Tenant to notify the Landlord of mold or contamination issues will result in Tenant being liable for damages to the premises caused by the mold or contamination.

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### PESTS

Tenant acknowledges and warrants that any and all items brought into the residence will be free from any type of pest infestation including but not limited to bed bugs, mice, lice, and cockroaches. Tenants are responsible for all pest control and will be responsible for all costs relating to removal, extermination, control, cleanup and management of pests and to notify Landlord immediately of any infestation or sighting of any pests within the premises. Tenant acknowledges that a pest problem may spread to other units. If Tenant fails to notify Landlord of infestation and it spreads to another unit, Tenant will be responsible for all costs relating to a resolution of an infestation of all units affected.

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### VACATING BEFORE END OF LEASE

Tenant shall have no authority to reduce the term of the lease. Should Tenant need to vacate before the term of the lease expires they will be responsible for all costs incurred to release the property and loss of rent to Landlord for the time of vacancy.

Under Landlord's discretion, Tenant may assist Landlord in locating a suitable replacement Tenant, should they need to vacate prior to the end of the lease term. If Tenant gives a full rental period notice that they need to break the lease and all outstanding lease debts are paid in full, they will only be charged as a penalty the amount of one full rental period for the month after they vacate (This means you will pay the amount for at least one full rental period that you are not living there).

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## ARE ANIMALS ALLOWED?

Tenant **MAY NOT** keep, allow, or maintain animals of any kind on or near the premises for any length of time without prior written consent of Landlord. This includes animal sitting for others. For any violation of this provision Landlord may charge and collect the sum of \$50 per day, per violation. All costs of cleaning, de-fleaing or other damage or loss suffered on account of a violation of this section are due upon billing. Tenant is required to get prior written approval for any guest or companion animal. Approval for service or assistance animals is also required, and will be vetted for compliance per HUD guidelines. Failure to obtain prior approval is a significant violation of this agreement which shall allow for immediate eviction.

**INSURANCE COVERAGE REQUIRED:** Anytime and whenever animals of any kind or for any purpose are housed or kept on the property, Tenant is required to maintain a Renters Insurance policy with a minimum of **\$100,000 in Personal Liability** coverage. Such policy must:

1. **Name Landlord as "Interested Party"** so you are notified if the policy lapses.
2. **Include Damage to Rented Premises:** The policy must cover accidental damage to the structure of the unit (fire, smoke, and water).
3. **Animal Liability:** If the Tenant keeps an animal on the premises (including service or assistance animals), the liability policy **must not exclude** coverage for property damage or bodily injury caused by said animal.

## 2. Sample Insurance Rider (What the Tenant needs when they house or keep animals of any kind on the property)

### Endorsement: Animal Liability & Property Damage Coverage

**Policyholder:** [Tenant Name] **Property Address:** [Your Property Address, New Mexico]

**A. COVERAGE EXTENSION** The limit of liability for **Coverage E (Personal Liability)** is extended to include "Property Damage" to the **residence premises** caused by an animal owned by or in the care, custody, or control of the Insured.

**B. REMOVAL OF EXCLUSIONS** Any exclusion in the base policy relating to "Property Damage to property rented to, occupied by, or in the care of an Insured" is hereby waived specifically for damage caused by an animal, including but not limited to:

Damage to flooring (carpet, hardwood, tile).

Damage to walls, baseboards, and doors.

Damage to permanent fixtures and cabinetry.

**C. NEW MEXICO STATE COMPLIANCE** In accordance with New Mexico law, this coverage applies to any animal residing in the unit. This endorsement ensures that the Landlord's interest in the physical structure is protected against accidental animal-related loss up to the policy limit of **\$[Amount]**.

If you would like to request an approval for an animal please provide the following information regarding the animal to the office: 1. Current shot record, 2. Spay/Neuter certificate, 4. Basic Info: Type, Height, Weight, Breed, Age and Sex, 5. Photo of the animal, 5. If the animal is a cat it has to be declawed, 6. Document showing that the animal is registered with the city/state.

**Tenant understands that any damage caused by an approved or unapproved animals will be considered damage. Damage includes but is not limited to: urine/ feces removal, deodorizing carpets, painting, repair or replacement of flooring, drapes, cabinetry, baseboards, or any other surface damaged due to animal.**

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Tenant Initials

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CONDITION OF PREMISES PRIOR TO OCCUPANCY

YOU HAVE 3 DAYS: Conduct and sign a Pre-Occupancy Inspection of the property to note any damage so that you will not be liable for it when you move out. You will need to return this document within three days of your lease start date. If you do not return the form we will assume that everything is in good condition.

If you need an additional copy the form can be found on our website, [www.thurstonrealty.com](http://www.thurstonrealty.com), under the documents tab. Take pictures for extra security. Pre-Occupancy Inspection forms and photos will NOT be accepted after day 3 of your lease start date.

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Tenant - Print Name and sign above

Date

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Tenant - Print Name and sign above

Date

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Tenant - Print Name and sign above

Date

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Thurston Realty

Date

**SAMPLE ONLY**

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Tenant Initials

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Landlord Initials

## **GET A RENTAL INSURANCE POLICY**

**The Landlord recommends and strongly encourages you to obtain Renters Property and Liability Insurance prior to moving into your new rental residence.**

**The Landlord's Insurance Policy does not cover your property or liabilities.**

For example:

If a water leak occurs and damages your property – there is no coverage for your property.

If a robbery occurs at your property and some of your property is stolen – there is no coverage.

If the landlord's property is damaged by you, your guest or even a criminal – there is no coverage and you are liable.

To protect yourself from the above problems, Renter's Insurance is available from most insurance carriers and is very affordable compared to the monetary damages you may suffer from even a small incident.

Please check with your local insurance agent about protecting yourself.

I \_\_\_\_\_ (Tenant) have read this notice.

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Tenant Signature

Date

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Tenant Signature

Date

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