

Kaycasa Properties, LLC
2211 N. Main #11 - Las Cruces, NM 88001
575-526-7915; kaycasaproperties@gmail.com
ATTACHMENT TO RENTAL AGREEMENT

These Rules, Regulations, and Procedures are Attachment No. __1__

Tenant(s)_____

Property Address_____

1. Kaycasa Properties, LLC (hereafter referred to as KCP), discloses that it has the authority to be responsible for the execution of all matters commonly handled by Owners.
2. The Security Deposit and first month's rent will be paid by money order or bank cashier check. Your Security Deposit is held for damages and is NOT to be used for the last month's rent.
3. Rent may be paid by check, money order, or bank cashier check made payable to Kaycasa Properties at 2211 N. Main #11; Las Cruces, NM 88001. WE DO NOT ACCEPT CASH. If you wish to drop off your rent, we are located in the Pioneer Building near the NW corner of North Main and Madrid. The building is open Monday through Friday, between 8:00 a.m. and 5:00 p.m. If no one is in the office, there is a slot in the office door (#11). Tenant understands that if the rent check is returned from the bank due to Non-Sufficient Funds (NSF), that in addition to the \$25 penalty, the Tenant will be required to pay applicable late fees of up to 10% of the rent. The Tenant agrees that the first time LANDLORD is presented an NSF check, all subsequent payments will be made by money order or cashier check.
4. Tenant understands that the rent is DUE on the first day of each month. A LATE FEE OF \$25 is charged if the rent is received AFTER 5:00 p.m. on the third (3rd) day of the month. This also applies to rent that has been mailed. After 5:00 p.m. on the 4th day, and every day thereafter, an additional \$5 is added to the late fee. However, the total late fee will not exceed 10% of the monthly rent. **Late rents must be paid with a money order or bank cashier check. Late fees must be paid in a separate money order or bank cashier check from the rent.** If the rent is not paid on time, KCP may issue a 3-Day Notice. **ACH Auto Debits are available for drafting on the 3rd or first banking day afterward if the 3rd is on a weekend or holiday.
5. If a 3-Day or 7-Day Notice is issued for any reason, a \$25 + tax trip charge will be assessed to the Tenant.
6. Tenant will have all utilities transferred into Tenant's name within **3 business days** of the start of the lease. A copy of the receipt of activation from the utility departments must be returned to KCP immediately.

7. Tenant understands that homes are for residential use only. Any *Home Business* needs prior approval from KCP. This includes, but is not limited to, daycare service. A Tenant is not allowed to operate any type of home business without a license.
8. Tenant acknowledges receipt of KCP'S "Move-In/Move-Out" Condition form and agrees to return the form to KCP's office within 7 days of occupancy of the property. If Tenant does not return the "Move-In/Move-Out" Condition form, the Tenant agrees that there are no damages or problems, and accepts the responsibility for any repair charges.
9. Tenant understands that Owner's INSURANCE does not cover any of the Tenant's personal belongings. Tenant is **encouraged to purchase renters insurance** in order to have any personal belongings insured against theft, fire or other perils.
10. If Tenant has a PET, Tenant must clean up pet feces on a daily basis and dispose of it properly. If Tenant does not comply, at the Landlord's discretion, KCP will send someone out to clean up the feces from yard and Tenant will be charged for the work, as this is a health hazard. Tenant agrees that no pet will be kept on the premises without the express written permission of KCP. If Tenant maintains a pet on the premises without such written permission, Tenant agrees to pay a non-refundable pet charge of \$250.00 per pet. Furthermore, Tenant agrees to remove the pet within two days if requested by KCP. PET SITTING is not allowed. If Tenant does so, a \$250 fee will be assessed, and the pet will need to be removed immediately.
11. Tenant agrees to be responsible for the maintenance and upkeep (watering, mowing, weeding) of the lawn/yards, grounds, trees, shrubs, and plants on the property and his/her portion of any common areas/alleys. If Tenant is unable to maintain the yard/grounds, KCP will hire a maintenance company at the Landlords discretion and at the Tenant's expense. Tenant agrees to abide by the City of Las Cruces watering schedule and will be responsible for any fines incurred by the City of Las Cruces for watering schedule infractions or weed infractions and holds KCP harmless from all fines.
12. Parking is allowed on paved areas only. THERE WILL BE ABSOLUTELY NO PARKING ON THE ROCKS/LAWN/GRASS/DIRT AREAS. Tenant agrees to be responsible for removing any oil stains or other automotive fluids from driveways and garage floor. Tenant will not allow inoperable vehicles of any kind on the property and will not service vehicles, to include changing oil on the property. If Tenant does NOT comply, KCP reserves the right to have the stains professionally removed and to bill the charges to the Tenant. All chemicals/paint will be stored in the garage or in a locked area.
13. Maintenance requests may be emailed to KCP at kaycasaproperties@gmail.com or called in to KCP at 575-526-7915. If the voice mail answers a call, please leave a message, and we will return your call as soon as possible. **Non-emergency** requests will be prioritized. All **Emergency** calls should be handled as follows:
*Call KCP first; *If the voice mail answers, leave a message; *If you are unable to reach KCP at the above

listed number call 575-571-7774. In the event you are unable to contact KCP call JR Maintenance at 575-405-6227. **If the Tenant calls the emergency service for routine or non-emergency maintenance, the Tenant will be required to pay for the service call.**

14. Tenant agrees to report any needed maintenance items to KCP promptly. This will include, but is not limited to, dripping faucets, improper latching screen or storm doors, and slow drains. Tenant agrees that failure to report such maintenance items and such failure to report causes subsequent increased maintenance expense to the property owner, the Tenant will pay for the increased expense.
15. Tenant agrees that repair requests made that don't actually require a repair could result in a bill to the Tenant. Items in this category include, but are not limited to, a clogged sewer line, clogged drains, tripped circuit breaker, or jammed garbage disposal. If tree roots have grown into the sewer line, thus causing blockage, the owner will be responsible for the repair.
16. Tenant is responsible for cleaning and maintaining bathrooms and kitchens in order to prevent mildew and mold caused by excess moisture. Tenant is responsible for notifying KCP of any mildew or mold occurring. If mold or mildew is found to be caused by the Tenant's negligence, the Tenant will be charged for repairs.
17. Tenant understands that KCP will be responsible for spring and fall conversions from heating to cooling and cooling to heating. Tenant agrees not to adjust the heating or cooling systems in any way without permission from KCP.
18. KCP will have the property sprayed by a professional pest control company before Tenant moves in. If Tenant wishes to have home sprayed after that, it will be at the Tenant's expense.
19. Tenant agrees that after Tenant has given KCP a 30-day written Notice to Vacate, Tenant shall allow KCP to show the property for rent at reasonable times. KCP shall call Tenant prior to showing. If the Tenant is not home, KCP may show the property to prospective renter. Tenant is not expected to allow a prospective renter to visit the property without being accompanied by a representative from the KCP office. A 30-day notice does not become effective until the Tenant is willing to have the property shown.
20. Tenant understands that property (including fixtures, appliances, cabinets, counter tops, and floors) has been thoroughly cleaned prior to occupancy. Tenant agrees that property must be thoroughly cleaned at termination of occupancy. If upon the Move-Out Inspection, it is determined that the home does not meet the cleaning standards, KCP will hire someone to clean the home, and the bill will be the Tenant's responsibility.
21. Tenant understands that carpets are professionally cleaned prior to occupancy. Tenant acknowledges that carpets must be cleaned at termination of occupancy by a *professional carpet cleaning company* and show

proof by providing receipt. If this is not done, KCP will have the carpet cleaned, and the bill will be the Tenant's responsibility. Tenant may opt to have KCP make arrangements for this cleaning.

22. Tenant and Tenant's family and guests will not smoke inside the home and will dispose of all butts properly. Costs of cleaning needed due to smoking will be incurred by the Tenant.

23. Tenant agrees to leave the water, gas and electricity on for FIVE (5) WORKING DAYS after the Move-Out Inspection to facilitate, if necessary, any cleaning or repairs. If Tenant has utilities turned off and KCP needs to have them turned on, Tenant will be responsible for any charges that apply.

24. A property is not considered vacated until ALL KEYS have been turned in to KCP. Tenant will be charged a daily rent for each day that the keys are not turned in at the final inspection.

25. Any guests staying more than a total of 14 days in any 6-month time frame must have the approval of the Landlord and must abide by all rules of occupancy and parking.

26. **Tenant agrees to immediately inform KCP of any changes to phone number or email address.**

27. If lease expires and is allowed to renew as a month to month tenancy, amount of monthly rent will increase by **\$50** per month, unless a different arrangement has been made in writing. Lease will also be terminable upon 30 days notice by either KCP or Tenant.

28. All Rules and Regulations are subject to change with 30-days written notice.

Agreed to this _____ day of _____, _____.

Print Tenant's Name Tenant's Signature Tenant's email address Tenant's Cell Phone #

Print Tenant's Name Tenant's Signature Tenant's email address Tenant's Cell Phone #

Agent/Representative