

Kaycasa Properties, LLC

Residential Rental Agreement

Part 1 – Broker Duties

These “Broker Duties” are to be used by all Property Managers.

As per New Mexico law, Brokers are required to disclose a specific set of Brokers Duties.

Prior to the time the Broker presents or generates a written document that could potentially become an express written agreement, the Broker must obtain written acknowledgement that these disclosures have been made.

All Brokers owe the following duties to all prospective tenants.

1. Honesty and reasonable care as well as professional and ethical conduct.
2. Compliance with all local, state and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and all other applicable local, state and federal laws and regulations.
3. Perform on any and all written agreements made with prospective buyers, sellers, landlords or tenants.
4. Disclosure in writing of any potential conflicts of interest or any other written agreement the Broker has in the transaction, including but not limited to:
 - A. Any written Broker relationship with any other parties to the transaction.
 - B. Any relationship or personal interest the Broker may have in the transaction.
 - C. Any written agreement with any transaction coordinator providing services to the transaction.
5. Written disclosure of any known adverse material facts about the Property or Transaction; or the financial inability of the parties involved to complete the Transaction. Does not include any facts as covered by Federal Fair Housing.
6. Promptly account for all monies or property received by the Broker, to include cash receipts.
7. Written disclosure that **Broker is the Agent of the Property Owner, not of the Tenant.**

Residential Rental Agreement

Part 2 -Disclosures

1. Broker **Aelene Kay** working with the Owner ☐ does ☒ does not have a material interest or relationship of a business, personal or family nature in the transaction.
2. Adverse Material Facts know by the Broker about the property, transaction or financial ability of parties to complete transaction ☒ None Explain _____
3. Broker must provide each Tenant a copy of the NM Owner Resident Realtions act. Copy preferred through ☐ Hard Copy ☒ Electronic _____ **Rcv'd (initial)**

Tenant Landlord

Duties and Disclosure Acknowledgment

By signing below, I _____ acknowledge receiving, reading and understanding the Broker Duties and Disclosures presented to me on Page 1 of this document.

Tenant Names

Tenant Signature

Date

Time

Tenant Signature

Date

Time

Tenant Signature

Date

Time

Tenant Signature

Date

Time

Owner's Broker

Kaycasa Properties, LLC

Aelene Kay, Qualifying Broker Lic # 18876

Signature

Date

Time

All wording within this Agreement that appear in *italics* are taken verbatim from the New Mexico Uniform Owner Resident Relations Act.

Tenant Landlord

Kaycasa Properties, LLC

Residential Rental Agreement

- 1. Parties.** _____ (Tenants) agrees to rent from **Kaycasa Properties, LLC** (Landlord) and Landlord agrees to rent the property described in section 2 to Tenant. This Agreement is between the Landlord and each of the parties, jointly and severally. This means that each Tenant is responsible for payment of the full rent amount and performance on any and all Tenant's obligations under this agreement. Tenant may not sublet all or any portion of the Property without express written consent from the Landlord.

This Agreement ☐ does ☒ does not require a co-signer or additional financial guarantor.

2. Property

	N/A		
Address	Unit		
Las Cruces	NM	88001	Dona Ana
City	State	Zip Code	County

This property will also include the following common areas: N/A

All Properties managed by Kaycasa Properties, LLC are NON-SMOKING PROPERTIES.

- 3. Term.** The term of the Agreement will begin _____ and will terminate at 11:59 pm Mountain Time on _____. On the last day of the Term, this Agreement will automatically extend and become a month to month tenancy unless written notice of termination is given by either party no less than 30 days prior to the end of the term. Unless otherwise noted, tenant's possession of the property begins on the 1st day of the Term and ends on last day of the Term. Written 30 Day Notice is required to be given on or before the first day of the month prior to the date of vacating regardless of the start date of the Lease.
- 4. Rent.** Rent will be \$00 per month, payable without demand on the 1st day of the month at

PO Box 16166, Las Cruces, NM 88004, Through Tenant Portal or Drop box at 1007 E Hadley

Tenant permits Landlord to use rents for unpaid deposits and damages. Rents will be applied as explained in Paragraph 5 below. All payments will be made to Landlord at above listed office address. Payments can be mailed to the above listed address, paid via the Tenant Portal, paid via ACH transfer. Please do not drop or mail cash.

- 5. Application of Rent and Other Charges.** Rent and other charges will be applied as follows. If the following application of fees paid results in a deficit in rent or other amounts due, Tenant will be considered in breach of this Agreement:

- ☒ All payments will first be applied to oldest outstanding charge, then to rent;
☐ All payments will first be applied to rent, then any outstanding charges;
☐ Other; _____

6. Other Charges.

- A. Late Fees.** If rent is not paid within 3 days of due date, Tenant will pay as a penalty the following:

A Late fee of 10% of the monthly rent, Amount being \$ _____ will be charged if rent is received after 5:00pm on the 3rd of the month, and \$5 per day thereafter to include mailed and electronic rents. Late fees cannot exceed 10% of monthly rent amount. Late rents must be paid separately from the rent via money order, cashier's check, electronically or cash. If rent is not paid on time, Landlord may issue a 3-day notice of noncompliance. Delivery of notices could incur a \$25.00 trip charge. If the third (3rd) falls on a Sunday or holiday, due date is the fourth (4th).

- B. Insufficient-Fund Fees.** If Tenant's check or electronic payment is returned from the bank due to insufficient funds, Tenant will pay as a penalty, the sum of \$ 30.00 which will be due and payable within 1 day of Landlord informing Tenant of the returned check. If a check is returned more than 1 time, Landlord reserves the right require that all further payments be made via cashier's check or money order. Landlord also reserves all rights provided by the law.

- 7. Deposits.** Tenant will pay the amount of \$ \$00 as a deposit to be used by Landlord to recover any losses incurred as a result of the Tenant's noncompliance with this Agreement including, but not limited to unpaid deposits, damages, repairs, cleaning, utilities, or rent. Tenant cannot use any part of the deposit in lieu of rent. Within thirty (30) days after the end of the Term or departure, whichever is later, Landlord will (1) provide to Tenant written itemized statement showing any deductions from the

Tenant Landlord

deposit and (b) return the balance of the deposit, if any, to Tenant at Tenant's last known address. **Deposit is not to be used for last month's rent. Last month's rent MUST be paid at the beginning of the last month of occupancy unless otherwise agreed to in writing.** Deposits and prepaid rents will be held by Landlord in a non-interest bearing trust account. If lease is not fulfilled, any deposits or prepaid rents will be forfeit. If a proper 30 day notice (see section 3) is not given deposits and prepaid rents will be forfeit.

- 8. Use.** The property is to be used only as a residence unless prior written agreement is made. Tenant will limit occupants to no more than 1 persons. Only the following occupants are approved by Landlord: _____
 _____ Any change in occupancy must be approve by

Landlord in writing. Tenant will comply with all applicable laws, ordinances, regulations, restrictions, covenants, condominium regime, neighborhood association rules, or other rules as may be adopted from time to time. Tenant will not sublet property at any time during residency. Any guests staying more than 14 days in a 6 month period must have written approval from Landlord. All individuals residing at the Property are required to abide by all the rules and regulations set forth in this contract, regardless of financial responsibility. This is a **NON-Smoking Property**.

- 9. Parking.** Tenant is permitted to park no more than 1 vehicle(s) at the Property and only during the Term of this Agreement. Only registered and operable vehicles may be parked at the Property. No vehicle of any kind may be parked inside the dwelling or living area. Vehicles must be parked in areas designated for parking. No vehicles are to be parked on grass or in yards, unless authorized in writing by Landlord. . Tenant will not service vehicles on the Property, to include changing oil. In units in which Owner pays for water, Tenant will not wash vehicle on the Property. Any fluids that leak from vehicles must be cleaned, Landlord reserves the right to have any and all fluids and stains professionally cleaned at Tenant's expense. Tenant is responsible for any and all City Code violations regarding vehicles and parking. If Landlord deems it necessary to tow Tenant's vehicle due to a violation, Tenant will be responsible for all fees and costs. **Make & Model of Vehicles** _____
 Recreational vehicles, boats, or trailers are ☐ Permitted ☒ Prohibited.

- 10. Pets/ Assistive Animals.** Unless written permission is given via this Agreement, no pets are allowed on the Property or in the dwelling. These restrictions are to include all mammals, fish, reptiles, birds, rodents, insects or any other form of animal life, *unless the animal is an assistive animal of a disabled person. Landlord may require satisfactory proof of need for an assistive animal.* Landlord give approval for the following pets/ animals: _____ with additional rent of \$ _____ per month. *No additional charge will be required for assistive animals for a person with a disability.* If Tenant has a pet or assistive animal, they must clean up feces regularly and dispose of it properly. If feces is not cleaned, Landlord will hire an individual to clean and the charges will be incurred by the Tenant. All dogs and cats must be spayed or neutered and up to date on vaccinations. Proof must be given to Landlord upon request. All applicable city and/ or county ordinances regarding animals must be followed. No pet is to be kept on the Property or in the dwelling without express written consent. If Tenant keeps a pet on the premises without the previous knowledge and permission of Landlord, Tenant will pay a non-refundable fee of \$250.00 per animal. Horses are not allowed unless specific consent is given and it is not a violation of ordinances. Dangerous breed dogs are not accepted, and any animal will be removed from the property within two days of Landlord's request (with the exception of assistive animals of a disabled person). Pet sitting is NOT allowed. Any and all cleaning or damage costs associated with pets or assistive animals will be incurred by the Tenant.

- 11. Keys.** Landlord will furnish 1 sets keys, 0 mailbox keys, 0 other keys, 0 garage door openers. Tenant is not to make any duplicate keys or to allow duplicates to be made without express written permission. If additional keys are required, Landlord will supply keys not to exceed number of occupants. If keys are lost, replacement keys will be furnished at the cost of \$50 per key. Any Tenants no longer residing at the Property must return all keys and openers to Landlord. If Landlord has to rekey any lock due to breach of this Agreement, Tenant will be charged \$150 per lock or opener. Property is not considered vacated until ALL keys and openers are returned to Landlord. Should all keys and openers not be returned at Move out, Tenant will be charged \$50. Should Tenant lock themselves out, they are responsible for contacting and paying for a locksmith. Mailbox keys, if applicable, will be provided by the Post Office.

- 12. Utilities.** The payment of utilities for the Property are as follows:

Gas/Propane Tenant Electricity Tenant Refuse/Trash Tenant

Water Tenant Sewer/Septic Tenant Internet Tenant

Phone Tenant Cable Tenant Other _____

Tenant must have all utilities they are responsible for placed in their name within **5** business days of the start of this Agreement. All utilities must be on throughout the term of this Agreement and must be left on for **5** business days after vacating the Property. Any failure of the Tenant to place utilities in their name or to have utilities in service, will be considered a violation of this Agreement. **Should gas service be turned off as a result of Tenant actions and an inspection or pressure test required to resume service, Tenant will be responsible for all costs involved. If a dumpster is provided, Tenant will not place oversized item, furniture or tires**

Tenant Landlord

inside or next to the dumpster. There is a minimum \$100 fee for non-compliance. If Unit has individual bins, said bins must be brought back off of the sidewalk by 6:00 PM on trash day per City of Las Cruces code. Individual trash bins must be left empty upon move out or a \$100 fine will be assessed.

- 13. Yard Maintenance.** Tenant is responsible for the maintenance and upkeep of lawn/yard, including but not limited to watering, weeding, mowing and cleaning. Any automatic watering system in place is not to be altered in any way or turned off. Tenant is responsible for upkeep of all portions of the property, parkway along the street and his/her portion of any common areas or alleyways. If property is not kept up to standards expected by Landlord, a maintenance company will be hired to clean/care for the yard at the Tenant's expense. All personal items such as grills, mops and rugs will be stored in the garage, back yard or behind the unit. There is to be no interior furniture left outside of units. Tenant will be responsible for any and all City Code violations regarding watering and weeds. Should the Owner or Landlord receive notice of a summons to court from the Codes Department, Tenant will be required to appear at the required time at the court, explain why the infractions took place and pay any and all applicable fees or fines.
- 14. Pest Control.** Landlord will have Property professionally sprayed for pests prior to Tenant occupancy. **If Tenant wishes to have property sprayed again during the Term of the Agreement, they will be responsible for paying for it.** Should bed bugs be brought into or discovered in the premises from any source, the Tenant must pay for full treatment and work in cooperation with an exterminator of the Landlord's choosing. Owner is not responsible for paying for bed bug treatment. Should bed bug infected items be left anywhere on or around the Premises, Tenant will be charged a minimum of \$100 for removal. Should Tenant not have treatment done in a timely manner and bed bugs move to another adjacent unit, Tenant will be responsible for treatment of that (those) units as well.
- 15. Cleaning.** Property has been professionally cleaned prior to Tenant occupancy, to include all appliances, fixtures, fans, lights and carpets. Tenant must keep property in clean and tenable condition during the Term of the Agreement. Any cleaning, painting or repair costs incurred due to smoking inside the dwelling will be borne by the Tenant. All refuse must be disposed of in proper trash receptacles to include cigarette butts, no trash is to be allowed to pile up on the Property. Trash cans must be taken to the curb by 6:00am on designated days (to be assigned by City Utility Department) and brought in by 6:00pm the same day, as per City Code.
- 16. Obligations of the Landlord.** *Landlord will make those repairs necessary to keep the Property and the common areas in safe condition. Landlord will maintain electricity, plumbing, sanitary, ventilation, heating systems, and other facilities and appliances including are conditioning, and elevators, if any, in good and safe working order. Landlord must provide running hot and cold water and reasonable heat.*
- 17. Obligations of resident.**
All Tenants must provide a valid email address
The resident shall:
 A. *comply with obligations imposed upon residents by applicable minimum standards of housing codes materially affecting health or safety;*
 B. *keep that part of the premises that he/she occupies and uses as clean and safe as the condition of the premises permit, and, upon termination of the residency, place the dwelling unit in as clean condition, excepting ordinary wear and tear ("Ordinary wear and tear" does not include uncleanness) as when residency commenced;*
 C. *dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;*
 D. *keep all plumbing fixtures in the dwelling unit or used by the resident as clean as their condition permits;*
 E. *use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances including elevators, if any, in the premises;*
 F. *not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;*
 G. *conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;*
 H. *abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement or neighborhood association not inconsistent with owner's rights or duties; and*
 I. *not knowingly commit or consent to any other person knowingly committing a "substantial violation", which means (1) possession, use sale, distribution or manufacture a controlled substance, excluding misdemeanor possession and use; (2) unlawful use of a deadly weapon; (3) unlawful action causing serious physical harm; (4) sexual assault or sexual molestation; (5) entering in the dwelling or vehicle of another person without consent and with intent to commit theft or assault; (6) theft or attempted theft by use or threatened use of force; (7) intentional or reckless damage to property in excess of \$1,000. If substantial violation occurs in the dwelling or inside 300 feet of the boundary of the Property, under the circumstances described in this Paragraph, the Landlord may terminate this Agreement upon three (3) days written notice, subject to applicable law.*
 J. *Tenant is not permitted to abate rent or take any other action permitted by law unless Tenant first gives Landlord written notice of the condition needing repair and Landlord does not remedy the condition within seven (7) days after notice of condition. If Landlord makes a reasonable attempt to adequately remedy the condition prior to deadline, this Agreement shall not terminate.*
 K. *Under no circumstances can Tenant abate rent or terminate this Agreement if the conditions complained of are a result of the deliberate negligent act of omission of Tenant, a member of Tenant's family, or any other person on Property with Tenant's consent,*

or on the basis of the unavailability of an amenity, which is a facility, appliance or area supplied by Landlord, the absence of which would not materially affect the health and safety of Tenant or the habitability of the Property.

L. In the event, the Tenant receives any notices or mail addressed to someone other than themselves or other current residents, Tenant will immediately deliver such notice or mail to Landlord at Landlord's office.

18. Access. Landlord may enter the Property at reasonable times to inspect, make necessary repairs, alterations or improvements. Landlord may, at reasonable times, exhibit Property to prospective or actual purchasers, mortgagees, prospective Tenants, or workers. Landlord will give notice that is reasonable given the circumstances. *Landlord may enter without consent in case of emergency, or if Landlord is performing repairs or services within seven (7) days of a request by Tenant, or when Landlord is accompanied by a public official conducting any inspection or a cable, electric, gas, or telephone company representative. If Tenant gives reasonable prior notice and alternate times or dates for entry and it is practical and will not result in economic detriment to Landlord, Landlord will attempt to reasonable accommodate the alternate time of entry.*

A. *unless otherwise agreed upon by the owner and resident, the owner may enter the resident's dwelling unit pursuant to this subsection only after giving the resident twenty-four (24) hours written notification of his intent to enter, the purpose for entry and the date and reasonable estimate of the time frame of the entry.*

19. Condition of Premises. Tenant will document the condition of the Property at the time of occupancy via the "Move-in/Move-out sheet" supplied by the Landlord. Tenant will return completed sheet within seven (7) days of taking position of the Property. Tenant will inform Landlord immediately of any need repairs, accidents, malfunctions, leaks or other similar conditions on the Property. Tenant is responsible for any and all broken windows and glass. In the event of damages that should require Police intervention, Tenants are responsible for repair of all damages to property up to the amount of the Owner's deductible unless determined by the police that those damages were caused by an unknown third party. Landlord recommends that in the event of damages caused by an unknown third party, Tenant call police and request an official report to be submitted to Landlord. Upon termination of this Agreement or Tenant's departure, whichever comes first, Tenant shall return the Property in the same condition it was upon taking occupancy. Landlord will conduct an inspection of the premises for the purpose of assessing damage and cleanliness and determine necessary repairs and cleaning to bring Property back to the condition the Property was in upon first taking occupancy. Landlord will not be bound by any estimates given during inspection. Should replacement of structural elements, appliances or fixtures be needed, said items will be chosen at the discretion of the Landlord/ Owner. They will not necessarily be identical to the existing item.

20. Maintenance Requests. Maintenance request can be made via email at kaycasaproperties@gmail.com or via the Tenant Portal (please send in an email address to receive a portal link). **In case of emergency a text may be sent to 575-649-4686, please do not call this number after regular business hours.** Emergency or after-hours maintenance requests that are determined not to be an emergency may result in Tenant paying for the maintenance call. Should a maintenance request be sent for an issue or repair that is the fault of the Tenant, said Tenant will be responsible for the service fee. If a maintenance technician is sent out for an issue that does not actually require repair, Tenant will be responsible for any service fees. Tenant is responsible for all backed-up and clogged drains, unless determined by a plumber that the problem was caused by roots or a line breakage. Tenant is responsible to changing out alarm batteries and light bulbs. In the event of a serious emergency such as fire or flood please call 911. **Repair or replacement of washers and dryers, microwaves, disposals or any other non-essential appliances or furnishings provided in any unit is at the digression of the Owner. Should Tenant damage any appliances or furnishings through misuse or neglect, they will be responsible for the repair or replacement as determined by the Owner or Landlord.** It is strongly recommended that Tenants have a working fan or portable cooler and a space heater due to fluctuations in the weather during the spring and fall. For units with evaporative coolers and central gas furnaces, once coolers have been turned on heaters will be turned off and remain as such until the following fall. Once furnaces are turned on and coolers turned off, they will remain as such until the following spring.

21. Lead-Based Paint. *If the Property was constructed before 1978, Federal Lead-Based Paint Regulations will apply, and Landlord must provide to Tenant disclosures and information required by Federal regulations. Tenant must receive disclosure form. Tenant must also receive a pamphlet called "Protect You Family from Lead-Based Paint in Your Home." Property ☒ is ☐ is not subject to Lead-Based Paint Regulations.*

22. Compliance with Laws. Landlord will comply with all applicable laws and ordinances governing Property and Rental Agreements. Landlord is subject to all local, state and Federal ordinances and laws including, but not limited to, New Mexico Human Rights Act, Federal Fair Housing Act and New Mexico Uniform Owner Resident Relations Act.

23. Repairs and Alterations. Tenant will not make repairs or alterations to the Property without written consent of the Landlord. Alterations include, but are not limited to, painting, wall papering, tiling or building any structure inside or out. Any unauthorized repairs or alterations that require reversal will be done so at the expense of the Tenant. Any structures or fixtures installed on the Property will become the property of the Owner. **Satellite dishes and/or cable lines must be preapproved and mounted as specified by landlord. Damages caused by unapproved installation will be repaired at the Tenant's expense.**

24. Absence or Abandonment. If the Tenant plans to be away from the Property for more than seven (7) days, Tenant must notify Landlord of this absence in advance. *If Tenant is absent for more than one full rental period or in excess of seven (7) days, whichever is less without notice to Landlord, and if rent is delinquent, this is deemed to be abandonment and Landlord may*

take immediate possession of the Property without legal process. Disposition of Tenants personal belongings will be handled per the New Mexico Uniform Owner Resident Relations Act.

25. Breach of Agreement.

A. Except as provided in the Uniform Owner-Resident Relations Act [47-8-1 to 47-8-51 NMSA 1978], if there is noncompliance with Section 47-8-22 NMSA 1978 materially affecting health and safety or upon the initial material noncompliance by the resident with the rental agreement or any separate agreement, the owner shall deliver a written notice to the resident specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if the breach is not remedied in seven days.

B. Upon the second material noncompliance with the rental agreement or any separate agreement by the resident, within six months of the initial breach, the owner shall deliver a written notice to the resident specifying the acts and omissions constituting the breach, including the dates and specific facts describing the nature of the alleged breach, and stating that the rental agreement shall terminate upon a date not less than seven days after receipt of the notice. If the subsequent breach occurs more than six months after the initial breach, it shall constitute an initial breach for purposes of applying the provisions of this section.

C. The initial notice provided in this section shall state that the rental agreement will terminate upon the second material with the rental agreement or any separate agreement by the resident, within six months of the initial breach. To be effective, any notice pursuant to this subsection shall be given within thirty days of the breach or knowledge thereof.

D. If rent is unpaid when due and the resident fails to pay rent within three days after written notice from the owner of nonpayment his intention to terminate the rental agreement, the owner may terminate the rental agreement and the resident shall immediately deliver possession of the dwelling unit; provided that tender of the full amount due, in the manner stated in the notice, prior to the expiration of the three-day notice shall bar any action for nonpayment of rent.

E. In any court action for possession for nonpayment of rent or other charges where the resident disputes the amount owed because: (1) the resident has abated rent pursuant to Section 47-8-27.2 or 47-8-4 NMSA 1978; or (2) the owner has allocated rent paid by the resident as payment for damages to the premises, then, if the owner is the prevailing party, the court shall enter a writ of restitution conditioned upon the right of the resident to remedy within three days of entry of judgment. If the resident has satisfied the judgment within three days, the writ shall be dismissed. If the resident has not satisfied the judgment within three days, the owner may execute upon the writ without further order of the court.

F. Except as provided in the Uniform Owner-Resident Relations Act, the owner may recover damages and obtain injunctive or other relief for any noncompliance by the resident with the rental agreement or this section or Section 47-8-22 NMSA 1978.

G. In a judicial action to enforce a remedy for which prior written notice is required, relief may be granted based only upon the grounds set forth in the written notice served; provided, however, that this shall not bar a defendant from raising any and all defenses or counterclaims for which written notice is not otherwise required by the Uniform Owner-Resident Relations Act.

H. When the last day for remedying any breach pursuant to written notice required under the Uniform Owner-Resident Relations Act occurs on a weekend or federal holiday, the period to remedy shall be extended until the next day that is not a weekend or federal holiday.

I. If the resident knowingly commits or consents to another person in the dwelling unit or on the premises knowingly committing a substantial violation, the owner shall deliver a written notice to the resident specifying the time, place and nature of the act constituting the substantial violation and that the rental agreement will terminate upon a date not less than three days after receipt of the notice.

J. In any action for possession under Subsection I of this section, it shall be a defense that the resident is a victim of domestic violence. If the resident has filed for or secured a temporary domestic violence restraining order as a result of the incident that is the basis for the termination notice or as a result of a prior incident, the writ of restitution shall not issue. In all other cases where domestic violence is raised as a defense, the court shall have the discretion to evict the resident accused of the violation, while allowing the tenancy of the remainder of the residents to continue undisturbed.

K. In the event that the Tenant vacates the Premises prior to the end of the lease term or without giving proper notice, they will forfeit the Deposit in full to compensate the Owner for lost rents. The unit will be expected to be left in "rent ready" condition and any needed repairs or cleaning will be charged to the Tenant above the amount of the deposit.

26. Contact Person. In the event of the Tenant's death, the following contact person will be authorized to remove the Tenant's belongings from the Property. Landlord will refund deposit, if applicable, to the following contact person.

If Tenant has an emergency contact that differs from the above listed individual, please list below.

27. Disclaimer. Landlord, Owner and individuals working for Landlord or Owner, will not be liable for damages or injury to Tenant, Tenant's belongings or guests unless damages or injury are caused deliberately or through negligence. Landlord and Owner will not be liable for injury or damages caused by other persons living in surrounding units or areas around Property. Owner's insurance does not cover damages to Tenant's or Tenant's guest's belongings. Owner and Landlord recommend **Renter's Insurance**. This agreement supersedes any previous agreement, whether oral or written, and can only be altered through written signed agreement between all parties.

28. Disputes or Conflicts. Landlord and Owner are not responsible for resolving disputes between Tenants and their neighbors. If a dispute arises with either another Tenant of Kaycasa Properties, LLC or a neighbor, it is the Tenant's responsibility to resolve this dispute.

29. Servicemember Civil Relief Act. Tenant ☐ is ☒ is not subject to SCRA.

Tenant

Tenant Signature	Cell Phone	Email	Date	Time
Tenant Signature	Cell Phone	Email	Date	Time
Tenant Signature	Cell Phone	Email	Date	Time

Landlord

Landlord is a licensed New Mexico Real Estate Broker and has the Owner's authorization, through a signed management agreement, to handle all matters usually handled by the Owner.

Kaycasa Properties, LLC PO Box 16166 Las Cruces 88004 575-649-4686

Brokerage Firm Address Office Phone

kaycasaproperties@gmail.com <http://kaycasaproperties.com>

Email Website

Broker Signature Date Time License # 18876

Tenant Landlord