

# THURSTON REALTY

Office 575-373-4663 Fax (760) 825-8857

P.O. Box 2018, Las Cruces, NM 88004

## RESIDENTIAL RENTAL POLICY ADDENDUM

### LANDLORD

Thurston Realty, PO Box 2018, Las Cruces, NM 88004, is the landlord of this property. Farrell Thurston is the Property Manager for Thurston Realty and can be reached at 575-373-4663. The Office Manager can be reached at 575-640-7946.

### WHEN SHOULD YOU PAY YOUR RENT?

All rents are due and payable **on or before the 1st day of the month**, delinquent on the 3rd. It is your responsibility to pay and see that we receive the money each month. In addition a late fee will be assessed, if paid after the 3rd. We post notices and file with the court if you are delinquent (if you don't pay by the 3rd). If you do not pay by the 3rd a three-day notice to pay will be posted on your door or sent certified mailed to you. You will be charged a \$20 notice fee if we have to do this.

### HOW AND WHERE CAN YOU PAY YOUR RENT

You can pay rent 24 hours a day in the form of cash, personal check, cashiers check or money order to any Wells Fargo ATM machine or online from your checking account, debit card or credit card (*fees apply when using a card*) unless agreed otherwise by us. If a personal check is ever returned with insufficient funds all future rents must be paid by cash, cashiers check or money order.

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

**Online: [www.thurstonrealty.com](http://www.thurstonrealty.com)**

For your 24 hour convenience, and for the safety of our employees, we do not accept rental payments at the office. **DO NOT GIVE RENT TO A BANK TELLER!**

### 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.

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## WHAT IF YOU ARE UNABLE TO PAY ON TIME OR IN FULL?

**Pay early or on time. In this way you can avoid late notices, delinquency and eviction.** All rent is due and payable on or before the first day of each month. All rents are delinquent on the 3rd. A thirty-five dollar (\$35.00) 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 arrangements acceptable arrangements can be made. A late fee of 10% of your rent will be charged if rent is not paid before the 4th of the month. All discounts for early or on time payments are void if rent is not received before the 1st. If we agree to accept your rent late, **THIS DOES NOT REMOVE THE LATE OR FILING FEES.**

We base late fees on the date and time stamp of Wells Fargo or the online payment portal. If you do not pay by the 3rd a three day notice to pay will be posted on your door or sent certified mailed to you. You will be charged a \$20 notice fee if we have to do this. 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 if all monies due are paid before the set court date.

## 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. Because the rental agreements become a month-to-month tenancy upon expiration, **ALL TENANTS MUST GIVE A FULL RENTAL PERIOD NOTICE.** 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]

## LOCKS RE-KEY

Tenant may **NOT** rekey the property under any circumstances. A \$20 fee (per key and/or deposit card) will be charged for replacement and/or non returned keys upon vacating. If for any reason the tenant requests the keys to be changed on a property a \$35.00 fee will be charged for this service.

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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 \$50.00 per hour. Either will have an additional \$30.00 per hour supervision charge.

Carpet Cleaning will be charged at the greater of the subcontracted rate or \$0.45 per square foot of area cleaned. Either will have an additional \$30.00 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. 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 repair or replacement will be charged at the greater of the subcontracted price or \$50.00 per hour plus materials. Either an additional \$30.00 per hour supervision charge.

The Security Deposit is applied as payment for cleaning 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 will be added to all cleaning and repair bills for administration.)***

## 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 (we will ask for a receipt as proof) you will be billed for this service.

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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 owner or owner’s agent to show the house at reasonable times as needed to facilitate such sale.

**APPLIANCES and FURNISHINGS**

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 have been included in the lease:

_____ Refrigerator (description) _____	(initial) _____
_____ Washer (description) _____	(initial) _____
_____ Dryer (description) _____	(initial) _____
_____ Window Blinds/Drapes (description) _____	(initial) _____
_____ Range (description) _____	(initial) _____
_____ Range Hood (description) _____	(initial) _____
_____ Dishwasher (description) _____	(initial) _____
_____ (other _____) _____	(initial) _____

Tenant is allowed to use any Furnishings left in the dwelling or at the property that are not included in the lease and agrees to treat them with care. Their use is for tenants only. 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. If upon final inspection, it is found that the Furnishings not included in the lease have been damaged by the tenants beyond normal wear and tear, tenant will be billed for their repair.

_____ Refrigerator (description) _____	(initial) _____
_____ Washer (description) _____	(initial) _____
_____ Dryer (description) _____	(initial) _____
_____ Garbage Disposal (description) _____	(initial) _____
_____ Alarm (description) _____	(initial) _____
_____ Other ( _____ ) _____	(initial) _____

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

Due to the extreme damage that is caused by smoke, smoking will not be allowed inside the dwelling. If it is discovered that the tenants or their guests are smoking inside the home, a lease violation will be issued and the lease agreement will be terminated immediately. In the event that the tenant or guest does smoke inside the dwelling, the Tenant will be billed for repairs to repair the home to the state it was in prior to the lease.

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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 off 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).

## REPAIRS and HEATING / COOLING

You are required to change or clean your own furnace/AC filter and perform simple routine maintenance. This should be done at minimum every two months for best efficiency of your furnace. Damages to the furnace/AC due to a dirty filter will be billed to the tenant. If there is mechanical failure of your furnace please call us for service.

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.

A Tenant's request for repairs is permission for us to enter and make the necessary repairs. Charges for repairs because of Tenant's damage will be due immediately. 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.

## 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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ARE PETS ALLOWED?

Pets are NOT allowed unless specified by an addendum to the lease. If it is discovered that a pet is being housed at the rental unit, without prior authorization from landlord, a lease violation will be issued and the lease agreement may be terminated immediately. If you would like to request an approval for a pet please provide the following information regarding the pet 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 pet is a cat it has to be declawed
- 6. Document showing that the pet is registered with the city/state

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 the residents.

_____	_____
Tenant - Print Name and sign above	Date
_____	_____
Tenant - Print Name and sign above	Date
_____	_____
Tenant - Print Name and sign above	Date
_____	_____
Tenant - Print Name and sign above	Date
_____	_____
Thurston Realty - by Print name and sign above	Date

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## **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 \_\_\_\_\_ (Applicant) have read this notice.

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Applicant Signature

Date

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# Move In Check Sheet

Prior to moving in, please make sure that you have done the following:

- Arranged a time and date to get the keys to the property.
- Apply for the following Utility Services in your name - Before you want the service
  - It usually takes the companies a day to turn it on:
    - Electric Service
    - Water Service
    - Gas Service
    - Water / Sewer
    - Trash
    - Cable / TV
    - Internet
    - Phone

(You generally need to take a copy of your rental agreement to these utility companies for proof that you are living in the residence.)

- Forward your mail from you old address to your new address. (You can get the forms free at the Post Office).
- 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. Take pictures for extra security.

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