

# New Mexico Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This New Mexico Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}, {PropertyManagerPhone}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. Per NMS § 47-8-15(D), the late fee may not exceed 10% of the monthly rent, and Landlord shall provide notice of the late fee charged no later than the last day of the next rental period immediately following the period in which the default occurred. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.

## 8. SECURITY DEPOSIT.

- A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. Per NMS § 47-8-18(A)(2), if the Agreement Term is less than one year, the security deposit may not exceed one month's rent. Per NMS § 47-8-18(B), any last month's rent collected *shall not* be construed as a security deposit.
- B. **Interest.** Per NMS § 47-8-18(A)(1), if the security deposit is greater than one month's rent, Landlord shall pay Tenant annually an interest equal to the passbook interest permitted to savings and loan associations in New Mexico by the federal home loan bank board on such deposit.
- C. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
- D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per NMS § 47-8-18(C), within **30 days** after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall provide Tenant's with an itemized written list of the deductions from the deposit and the balance of the deposit.
- E. **Forfeiture.** Per NMS § 47-8-18(D), If Landlord fails to provide Tenant with a written statement of deductions from the deposit and the balance shown by the statement to be due, within thirty days of the termination of the tenancy, Landlord:
- i. shall forfeit the right to withhold any portion of the deposit;
  - ii. shall forfeit the right to assert any counterclaim in any action brought to recover that deposit;
  - iii. shall be liable to Tenant for court costs and reasonable attorneys' fees; and
  - iv. shall forfeit the right to assert an independent action against Tenant for damages to the Premises.

NMS § 47-8-18(E) states that a landlord who in bad faith retains a deposit in violation of this section is liable for a civil penalty in the amount of two hundred fifty dollars (\$250) payable to Tenant.

9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock

change service.

10. **UTILITIES.**

- A. Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
- B. Per NMS § 47-8-20(F), in multi-unit housing, if there is separate utility metering for each unit, Tenant shall receive a copy of the utility bill for Tenant's unit upon request made to Landlord or Landlord's agent. If the unit is submetered, Tenant shall then be entitled to receive a copy of the apartment's utility bill. When utility bills for common areas are separately apportioned between units and the costs are passed on to the residents of each unit, each resident may, upon request, receive a copy of all utility bills being apportioned. The calculations used as the basis for apportioning the cost of utilities for common areas and submetered apartments shall be made available to any resident upon request. The portion of the common area cost that would be allocated to an empty unit if it were occupied shall not be allocated to the remaining residents. It is solely the Landlord's responsibility to supply the items and information in this subsection to Tenant upon request. Landlord may charge an administrative fee not to exceed five dollars (\$5.00) for each monthly request of the items in this subsection.

11. **SMOKING.** Smoking [{Smoking}](#) permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **HOLDOVER.**

- A. **Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
- B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
- i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
  - ii. Notice by Tenant. Tenant may terminate a month-to-month

tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of  $\{\text{MonthlyRent}\}$**  under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per NMS § 47-8-26, if Landlord fails to deliver possession of the Premises to Tenant as provided in this Agreement, one hundred percent of the rent abates until possession is delivered, and Tenant may:
  - A. upon written notice to Landlord, terminate this Agreement effective immediately. Upon termination Landlord shall return all prepaid rent and deposits; or
  - B. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against any person wrongfully withholding possession and recover the damages sustained by Tenant and seek the remedies provided in NMS § 47-8-48.

If Landlord makes reasonable efforts to obtain possession of the Premises and returns prepaid rents, deposits, and fees within seven days of receiving Tenant's notice of termination, Landlord shall not be liable for damages under NMS § 47-8-18(26).

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
  - A. **Landlord's Responsibilities.** Per NMS § 47-8-20(A), Landlord shall:
    - i. substantially comply with requirements of the applicable minimum housing codes materially affecting health and safety;
    - ii. make repairs and do whatever is necessary to put and keep the Premises in a safe condition as provided by applicable law and rules and regulations, as provided in NMS § 47-8-23;

- iii. keep common areas of the Premises in a safe condition;
- iv. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, if any, supplied or required to be supplied by Landlord;
- v. provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal from the appropriate receptacle; and
- vi. supply running water and a reasonable amount of hot water at all times and reasonable heat, except where the building that includes the Premises is not required by law to be equipped for that purpose or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

**B. Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Per NMS § 47-8-22, Tenant shall:

- i. comply with obligations imposed upon residents by applicable minimum standards of housing codes materially affecting health or safety;
- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit, and, upon termination of the residency, place the Premises in as clean condition, excepting ordinary wear and tear, as when residency commenced;
- iii. dispose from Tenant's Premises all ashes, rubbish, garbage, and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. 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;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so;
- vii. conduct himself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises;
- viii. abide by all bylaws, covenants, rules or regulations of any

applicable condominium regime, cooperative housing agreement or neighborhood association not inconsistent with Landlord's rights or duties; and

- ix. not knowingly commit or consent to any other person knowingly committing a substantial violation.

**C. Maintenance Responsibilities by Written Agreement.** Per NMS § 47-8-20(C)-(E):

- i. Landlord and Tenant of a single-family residence may agree in writing that Tenant perform Landlord's duties specified in subsections (A)(v) and (A)(vi) above and also specified repairs, maintenance tasks, alterations, or remodeling, but only if the transaction is in writing, for consideration, entered into in good faith, and not for the purpose of evading the obligations of Landlord.
- ii. Landlord and Tenant of a dwelling unit other than a single-family residence may agree that Tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if
  - a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of Landlord and is set forth in a separate writing signed by the parties and supported by consideration; and
  - b. the agreement does not diminish or affect the obligation of Landlord to other tenants.

Notwithstanding any provision of this subsection, Landlord may arrange with Tenant to perform the obligations of Landlord. Any such arrangement between Landlord and Tenant will not serve to diminish the Landlord's obligations as set forth in this section, nor shall the failure of Tenant to perform the obligations of Landlord serve as a basis for eviction or in any way be considered a material breach by Tenant of Tenant's obligations under the Uniform Owner-Resident Relations Act or this Agreement.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition and repair, except as noted on the inspection checklist, if any.

**20. REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality.

Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.** Per NMS § 47-8-23, Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
- A. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
  - B. they are reasonably related to the purpose for which they are adopted;
  - C. they apply to all tenants in the property in a fair manner;
  - D. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
  - E. they are not for the purpose of evading the obligations of Landlord; and
  - F. Tenant is presented with copies of existing rules and regulations at the time Tenant enters into the rental agreement and is presented notice of amendments to the rules and regulations and rules and regulations adopted subsequent to the time Tenant enters into this Agreement. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of Tenant's bargain.
23. **EXTENDED ABSENCES.** Tenant shall in advance notify Landlord if Tenant will be away from the Premises for more than seven consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or

repairs.

## 24. **ABANDONMENT.**

A. **Evidence of Abandonment.** Per NMS § 47-8-3(A), “abandonment” means absence of Tenant from the Premises, without notice to Landlord, in excess of seven continuous days; providing such absence occurs only after rent for the Premises is delinquent.

B. **Personal Property.** Per NMS § 47-8-34.1:

i. Where this Agreement terminates by abandonment pursuant to NMS § 47-8-34:

- a. Landlord shall store all personal property of Tenant left on the Premises for not less than thirty days;
- b. Landlord serve Tenant with written notice stating the Landlord's intent to dispose of the personal property on a date not less than thirty days from the date of the notice. The notice shall also contain a telephone number and address where Tenant can reasonably contact Landlord to retrieve the property prior to the disposition date in the notice;
- c. the notice of intent to dispose of personal property shall be personally delivered to Tenant or be sent by first class mail, postage prepaid, to Tenant at Tenant's last known address. If the notice is returned as undeliverable, or where the Tenant's last known address is the vacated Premises, Landlord shall also serve at least one notice to such other address as has been provided to Landlord by Tenant, including the address of Tenant's place of employment, or of a family member or emergency contact for which Landlord has a record;
- d. Tenant may contact Landlord to retrieve the property at any time prior to the date specified in the notice for disposition of the property;
- e. Landlord shall provide reasonable access and adequate opportunities for Tenant to retrieve all of the property stored prior to any disposition; and
- f. if Tenant does not claim or make attempt to retrieve the stored personal property prior to the date specified in the notice of disposition of the property, Landlord may dispose of the stored personal property.

ii. Where this Agreement terminates by the Tenant's voluntary surrender of the Premises, Landlord shall store any personal property on the Premises for a minimum of fourteen days from the date of surrender of the Premises. Landlord shall provide reasonable access to Tenant for the purpose of the Tenant obtaining possession of the personal property stored. If after fourteen days from surrender of the Premises, Tenant has not retrieved all the stored personal property, Landlord may

dispose of the stored personal property.

- iii. Where this Agreement terminates by a writ of restitution, the Landlord shall have no obligation to store any personal property left on the Premises after three days following execution of writ of restitution, unless otherwise agreed by the Landlord and Tenant. Landlord may thereafter dispose of the personal property in any manner without further notice or liability.
- iv. Where the property has a market value of less than one hundred dollars (\$100), Landlord has the right to dispose of the property in any manner.
- v. Where the property has a market value of more than one hundred dollars (\$100), Landlord may:
  - a. sell the personal property under any provisions herein, and the proceeds of the sale, if in excess of money due and owing to Landlord, shall be mailed to Tenant at Tenant's last known address along with an itemized statement of the amounts received and amounts allocated to other costs, within fifteen days of the sale; or
  - b. retain the property for Landlord's own use or the use of others, in which case Landlord shall credit the account of Tenant for the fair market value of the property against any money due and owing to Landlord, and any value in excess of money due and owing shall be mailed to Tenant at Tenant's last known address along with an itemized statement of the value allocated to the property and the amount allocated to costs within fifteen days of the retention of the property.
- vi. If the last known address is the Premises, Landlord shall also mail at least one copy of the accounting and notice of the sums for distribution, to the other address, if provided to Landlord by Tenant, such as, place of employment, family members, or emergency contact on record with Landlord.
- vii. Landlord may charge Tenant reasonable storage fees for any time that Landlord provided storage for the Tenant's personal property and the prevailing rate of moving fees. Landlord may require payment of storage and moving costs prior to the release of the property.
- viii. Landlord may not hold the property for any other debts claimed due or owing or for judgments for which an application for writ of execution has not previously been filed. Landlord may not retain exempt property where an application for a writ of execution has been granted.

**C. Personal Property and Security Deposit of Deceased Tenant.** In the event of Tenant's death, Tenant's personal property and security

deposit shall be handled according to NMS § 47-8-34.2.

25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per NMS § 47-8-24:

- A. Tenant shall consent to Landlord to enter into the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the Premises to prospective or actual purchasers, mortgagees, prospective residents, workmen or contractors; provided that:
  - i. unless otherwise agreed upon by Landlord and Tenant, Landlord may enter the Premises pursuant to this subsection only after giving Tenant **twenty-four hours written notification** of Landlord's intent to enter, the purpose for entry and the date and reasonable estimate of the time frame of the entry;
  - ii. this subsection is not applicable to entry by Landlord to perform repairs or services within seven days of a request by Tenant or when Landlord is accompanied by a public official conducting an inspection or a cable television, electric, gas or telephone company representative; and
  - iii. where Tenant gives reasonable prior notice and alternate times or dates for entry and it is practicable or will not result in economic detriment to Landlord, then Landlord shall attempt to reasonably accommodate the alternate time of entry.
- B. Landlord may enter the Premises without consent of Tenant in case of an emergency.
- C. Landlord shall not abuse the right of access.
- D. Landlord has no other right of access except by court order, as permitted by law if Tenant has abandoned or surrendered the Premises, or if Tenant has been absent from the Premises more than seven days, as permitted in NMS § 47-8-34.
- E. If Tenant refuses to allow lawful access, Landlord may obtain injunctive relief to compel access or terminate this Agreement. In either case, Landlord may recover damages.
- F. If Landlord makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry that are otherwise lawful but that have the effect of unreasonably interfering with the Tenant's quiet enjoyment of the Premises, Tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate this Agreement. In either case, Tenant may recover damages.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing

party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

28. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant fails to perform Tenant's maintenance responsibilities materially affecting health and safety or upon the initial material noncompliance by Tenant, per NMS § 47-8-33;
- iv. Tenant refuses to allow lawful access, per NMS § 47-8-38; or
- v. otherwise provided by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

- i. per NMS § 47-8-31, the Premises is damaged or destroyed by fire or casualty to the extent that enjoyment of the Premises is substantially impaired;
- ii. per NMS § 47-8-27.1, Landlord breaches the warranty of habitability described by the maintenance responsibilities in this Agreement;
- iii. Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per NMS § 47-8-38; or
- iv. otherwise provided by law.

29. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord

shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

30. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
31. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Landlord shall provide an executed copy

of this Agreement to Tenant prior to the beginning of occupancy.  
Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}