

NEW MEXICO MONTH-TO-MONTH LEASE AGREEMENT

1. **THE PARTIES.** This Residential Lease Agreement ("Agreement") is made on the undersigned date by and between:

Landlord

Landlord's Name: _____
Mailing Address: _____

Tenant

Tenant's Name: _____
Additional Occupants: _____

2. **PROPERTY.**

- Property Address: [PROPERTY ADDRESS]
- Residence Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: [DESCRIBE]
- Bedroom(s): _____ Bathroom(s): _____

3. **TERM.**

- Start Date: _____
- Termination Period: _____ Days

4. **RENT.**

- Monthly Rent: \$ _____
- Due Date: _____ day of each month.

5. **SECURITY DEPOSIT.** (check one)

☐ - **No Security Deposit.**

☐ - **Security Deposit.**

- Amount: \$ _____
- Returning to Tenant: _____ days after lease termination.

6. **LATE FEE.** (check one)

☐ - **No Late Fee.**

☐ - **Late Fee:** (check one)

- ☐ - Fixed Amount. \$ _____ for each ☐ occurrence ☐ day rent is late.
- ☐ - Interest. _____ % per annum.

7. **NSF FEE.** (check one)

☐ - No NSF Fee.

☐ - NSF Fee: \$ _____

8. **EARLY MOVE-IN.** (check one)

☐ - No Early Move-in.

☐ - Early Move-in.

- Date: [MOVE-IN DATE]
- Prorated Rent. \$ _____

9. **PRE-PAYMENT OF RENT.** (check one)

☐ - No Prepayment of Rent is Required.

☐ - Prepayment of Rent is Required.

Pre-Payment Amount: \$ _____

Pre-Payment Period:

Start Date: _____

End Date: _____

10. **ACCEPTABLE PAYMENT METHODS.** The Landlord accepts any of the following payment methods from the Tenant: (check all that apply)

☐ - ACH (electronic bank transfer)

☐ - Cash

☐ - Check

☐ - Credit Card

☐ - PayPal (e-mail is: _____)

☐ - Venmo (e-mail/username is: _____)

☐ - Zelle (e-mail/phone number is: _____)

☐ - Other: _____

11. **PETS.** (check one)

☐ - No Pets Allowed.

☐ - Pets are Allowed.

Number of Pets: _____

Types: _____ [PET TYPES]

Maximum Weight (per pet): _____ [#] Pounds

Deposit (for all pets): \$ _____ [AMOUNT] ☐ refundable ☐ non-refundable

12. **SMOKING POLICY.** (check one)

☐ - **No Smoking Allowed.**

☐ - **Smoking is Allowed.**

13. **PARKING.** (check one)

☐ - **No Parking Provided.**

☐ - **Parking is Provided.** [#] parking spaces are provided with: (check one)

☐ - No Fee.

☐ - Fee (describe). [_____DESCRIBE PARKING FEE]

14. **FURNITURE.** (check one)

☐ - **Property is Not Furnished.**

☐ - **Property is Furnished:** (check all that apply)

☐ - Bathroom(s)

☐ - Bedroom(s)

☐ - Dining Room

☐ - Kitchen

☐ - Living Room

☐ - Other: _____[DESCRIBE FURNISHINGS]

15. **APPLIANCES.** (check one)

☐ - **Property Has No Appliances.**

☐ - **Property Has Appliances:** (check all that apply)

☐ - Ceiling Fans

☐ - Dishwasher

☐ - Dryer (for laundry)

☐ - Garbage Disposal

☐ - Microwave

☐ - Refrigerator

☐ - Stove / Oven

☐ - Washing Machine

☐ - Water Heater

☐ - Other. _____[DESCRIBE APPLIANCES]

16. **UTILITIES & SERVICES.** The Landlord is responsible for: (check one)

☐ - **No Utilities & Services.**

☐ - **Utilities & Services:** (check all that apply)

☐ - Cable (TV)

☐ - Gas / Oil / Propane

☐ - Electricity

☐ - Internet

☐ - Landscaping

☐ - Water / Sewer

☐ - Trash Removal

☐ - Other: _____[DESCRIBE UTILITIES & SERVICES]

17. **RENTERS INSURANCE.** (check one)

☐ - **No Renters Insurance Requirement.**

☐ - **Renters Insurance is Required.** \$[AMOUNT] is the minimum limit for property damage/loss and liability coverage per occurrence.

18. **MOVE-IN INSPECTION.** (check one)

☐ - **No Move-In Inspection.**

☐ - **Move-In Inspection is Required.**

19. **SUBLETTING.** (check one)

☐ - **No Subletting Allowed.**

☐ - **Subletting Allowed with the Landlord's Consent.**

20. **NOTICES.** If notice is sent by either Party, it shall be sent to:

Landlord. (check one)

☐ - The address mentioned in Section 1.

☐ - _____[LANDLORD'S NOTICE ADDRESS]

Tenant. (check one)

☐ - The address of the Property.

☐ - _____[TENANT'S NOTICE ADDRESS]

21. ADDITIONAL TERMS & CONDITIONS. [ADDITIONAL TERMS & CONDITIONS]

22. DISCLOSURES. The Landlord agrees to deliver the following to the Tenant: (check all that apply)

- ☐ - Lead-Based Paint Disclosure
- ☐ - Protect Your Family from Lead in Your Home - Pamphlet
- ☐ - Move-In Inspection Checklist
- ☐ - [ADDITIONAL DISCLOSURE #1]
- ☐ - [ADDITIONAL DISCLOSURE #2]
- ☐ - [ADDITIONAL DISCLOSURE #3]
- ☐ - [ADDITIONAL DISCLOSURE #4]

23. DEFINITIONS. The terms mentioned in this Agreement are defined below:

- a.) Abandonment: The Tenant is in default if they vacate or abandon the Property for more than seven days without notice. The Landlord may inspect the Property with 24 hours' notice or as required by law.
- b.) Access: The Landlord will provide entry tools (keys, fobs, etc.) after required payments are made.
- c.) Additional Occupants: Individuals legally allowed to live with the Tenant. The Tenant is responsible for their actions.
- d.) Disclosures: Documents in Section 22 are acknowledged upon signing this Agreement.
- e.) Early Move-In: If allowed, pro-rated rent must be paid at signing, and the same rights as the lease Term apply.
- f.) Furnishings & Appliances: These remain the Landlord's property and must be returned in their original condition, except for normal wear.
- g.) Governing Law: The Agreement follows laws of the Property's jurisdiction.
- h.) Guests: Non-residents invited by the Tenant may stay no longer than 48 hours.
- i.) Late Fee: Penalties apply for overdue rent as per the terms and law.
- j.) Move-In Inspection: Required if stated, to document Property condition for liability and deposit purposes.
- k.) Notices: Legal communications are sent to addresses in Section 20.
- l.) NSF Fee: Non-sufficient fund fees must follow legal limits and are due immediately if charged.
- m.) Parking: Provided at Tenant's discretion. Landlord is not liable for damages or losses.
- n.) Pets: Pet-related damage costs will be deducted from fees or deposits. Service animals are protected under applicable laws.
- o.) Pre-Payment of Rent: Prepaid rent is non-refundable and applies only to specified dates.
- p.) Parties: Refers to the Landlord and Tenant.
- q.) Property: The leased residential space as defined in Section 2.

- r.) Rent: The first rent payment is due at signing; subsequent payments follow Section 4 terms.
- s.) Renters Insurance: Strongly recommended or required; proof must be provided as per Section 17.
- t.) Security Deposit: Paid at signing and returned per legal timelines, subject to deductions.
- u.) Smoking Policy: Smoking or vaping is prohibited as specified.
- v.) Term: The lease duration, including rights and notice periods under Governing Law.
- w.) Utilities & Services: The Tenant pays for utilities unless specified in Section 16.
- x.) Violation: All named Tenants are jointly liable for violations, damages, and unpaid amounts.

Miscellaneous Terms

- y.) Military Clause: Tenants in active service may terminate under specific conditions with notice and documentation.
- z.) Alterations: Tenant cannot modify the Property without written consent.
- aa.) Compliance: Tenant must follow local, State, and Federal laws.
- bb.) Maintenance: Landlord ensures habitability; Tenant is responsible for damages they cause.
- cc.) Dispute Resolution: Disputes unresolved amicably will go to binding arbitration.
- dd.) Occupancy: Tenant accepts Property condition within 48 hours of moving in.
- ee.) Entry: Landlord may enter for valid reasons with proper notice.
- ff.) Quiet Enjoyment: Both Parties have rights to peaceful use of the Property.
- gg.) Subletting: Requires Landlord's consent, and Tenant is liable for subtenants' actions.
- hh.) Severability: Invalid provisions don't affect the rest of the Agreement.

Default

- ii.) Tenant's Default: Non-payment or violation of terms after notice can lead to termination, repossession, or legal action.
- jj.) Landlord's Default: Failure to meet obligations allows Tenant to seek remedies or terminate the lease.

Prohibited Actions

- kk.) Assignment: Lease transfer requires written approval.
- ll.) Hazardous Materials: Storing flammable or explosive items is prohibited.
- mm.) Illegal Activity: Engaging in illegal activities is grounds for eviction and liability.
- nn.) Residential Use Only: The Property is for residential use unless approved otherwise.
- oo.) Waterbeds: Liquid-filled beds or aids are not allowed.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties regarding the subjects herein. It includes any attachments or addenda and supersedes all prior negotiations, understandings, and agreements among the Parties. Both Landlord and Tenant hereby acknowledge and agree to be

bound by the terms and conditions set forth until the expiration or earlier termination of the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord's Signature: _____ **Date:** _____
Print Name: _____

Tenant's Signature: _____ **Date:** _____
Print Name: _____

Tenant's Signature: _____ **Date:** _____
Print Name: _____

AMOUNT DUE AT SIGNING

First (1st) Month's Rent: \$_____ (section 4)

Security Deposit: \$_____ (section 5)

Early Move-in (Proration Amount): \$_____ (sect

ion 8) Pre-Payment of Rent: \$[AMOUNT] (section 9)

Pet Deposit \$_____ (section 11)

Parking Fee: \$_____ (section 13)

Total Amount Due: \$_____