1. **RENT DUE DATE**. Rent is due on the 1st of the month. No refunds will be made.
2. **RENT GRACE PERIOD**. Rent is due on the 1st of the month. The grace period is three days. If rent is not received within the three-day grace period, a late fee will be assessed on the 4th of the month. Weekends, holidays, mail delays and technological difficulties do not excuse late rent. Late fees will not be waived.
3. **RENT PAYMENT METHODS**. Rent may be paid by money order or cashier’s check at Thompson Realty, 607 N. Hudson Street, Silver City NM 88061. Cash and personal checks are not accepted. Office hours are Monday to Friday 9 am to 5 pm. A drop slot is available for payment dropoff outside of office hours. Rent may also be paid online using a debit/credit card or bank account routing number. Fees may apply.
4. **SMOKING.** Smoking and burning of incense are strictly prohibited inside the unit and within 50 feet of entrances, windows and ventilation systems. Tenant will be assessed a $500.00 penalty fee, in addition to actual damages, if it is determined that smoking or burning of incense has occurred inside the unit.
5. **MARIJUANA**. Marijuana is strictly prohibited. Marijuana is presently recognized as a controlled substance under federal law. Tenant is prohibited from using, manufacturing (growing), distributing, selling, possessing, storing, or handling marijuana in, on or near the property or any accessory buildings, such as the garage or in the common areas, if the property has such common areas EVEN IF SUCH ACTIVITY IS FOR MEDICALLY-RELATED PURPOSES AND TENANT IS CONDUCTING SUCH ACTIVITY IN ACCORDANCE WITH NEW MEXICO LAW**.**
6. **UTILITY TRANSFER / UTILITY DISCONNECT**. Tenant will be assessed a $50.00 fee for failure to transfer utilities within 24 hours of lease signing. Tenant will be assessed a $50.00 fee if any utility is disconnected for non-payment. Tenant is also responsible for the amounts due of any utility bills received by Landlord as a result of disconnect or failure to transfer account.
7. **SMOKE DETECTORS / CARBON MONOXIDE DETECTORS**. It is the Tenant’s responsibility to regularly test smoke detectors and/or carbon monoxide detectors, if present, and to replace the batteries as necessary. Tenant must inform Landlord immediately of any defect, malfunction or failure of smoke detectors and/or carbon monoxide detectors.
8. **RENTER’S INSURANCE**. Landlord requires Tenant to carry Renter’s Insurance. Owner and/or Landlord are not responsible for Tenant’s goods or possessions, or those of their guests, on or off the premises. Owner and/or Landlord shall not be liable for subrogated amounts paid by Tenant’s insurer to Tenant or for reimbursement of amounts paid under Tenant’s deductible. Tenant is responsible for all damages to the premises as a result of burglary, larceny, vandalism, or other damages. This includes but is not limited to broken windows, screens, doors, or other damages such as graffiti.
9. **LOCK-OUTS**. Landlord recommends that Tenant have a spare key in a safe location or with a trusted friend or family member. If Tenant requests Landlord to assist with entry to a unit in the event of a lock-out a $35.00 fee will be charged. If lock-out occurs outside of business hours Tenant must contact a locksmith.
10. **SUBLETTING**. Only those named in the Rental Agreement shall occupy the unit. No subletting is allowed.
11. **GUEST REGISTRATION / LENGTH OF STAY**. Tenants are required to register with Landlord any guests remaining longer than five (5) days. Tenant will be charged an additional $100.00 rent per week for guests remaining longer than five days.
12. **NUMBER OF GUESTS**. Gatherings of more than six (6) people, in addition to Tenants, at the property are prohibited. Excessive noise or disturbance is not allowed.
13. **PETS**. Pets of any kind are not allowed. This includes visiting pets.
14. **LIQUID-FILLED FURNITURE**. Waterbeds and all liquid-filled furniture are not permitted.
15. **CONTACT PAPER**. Tenant will be assessed a $300.00 fee if contact paper is adhered to shelving or cabinets.
16. **SUPERVISION OF CHILDREN**. Tenant’s children and/or visiting children playing outside must be supervised by an adult at all times.
17. **NOISE & DISTURBANCES**. Tenant shall not disturb the peaceful and quiet enjoyment of other Tenants and/or neighbors. Radios, televisions and stereos must be must not be able to be heard outside the rented unit. Intoxication, excessive use of alcoholic beverages, disorderly conduct, unnecessary and /or objectionable noise or other disturbances by Tenants, or their guests, shall be sufficient cause for giving notice and/or eviction of Tenant.
18. **DAMAGE**. Tenant is responsible for the cost of repairs for any damage caused by Tenant and or Tenant’s guests. This includes but is not limited to repairs required as a result of the use of tacks, nails, screws or other holes in the walls, floors, ceilings, doors or trim and any breakage or damage done to furniture, carpets, window treatments, window glass and screens, or the building.
19. **APPLIANCES**. Should any appliance included with Property at the commencement of the lease term (i.e. refrigerator, oven/range, dishwasher, freezer, washer, dryer, garbage disposal, water softener, microwave or any small appliances, or any other amenity), fail or otherwise be determined to be inoperable, Landlord will make a reasonable attempt to repair such appliance or amenity. However, should it be determined that repair is infeasible or economically impractical, Landlord may choose whether to replace said appliance or amenity at Landlord’s sole discretion.
20. **CAR WASHING / CAR REPAIRS**. There will be no car washing, car repairs or auto maintenance such as changing of oil allowed on the premises.
21. **NEATNESS & SAFETY**. Tenant is not to store trash, rubbish or other debris on the Property. Tenant must not create a hazard of any kind or be in violation of any health, safety, or fire prevention rule, regulation or directive.
22. **CLEANLINESS / ODOR**. Tenant must keep the rented premises in a clean and sanitary condition and free from offensive odors.
23. **COMBUSTIBLES**. Tenants shall not use or store gasoline, cleaning solvent or any type of combustible material in the unit.
24. **PERSONAL PROPERTY OUTSIDE UNIT**. Personal property including furniture is not be left outside the unit. This includes but is not limited to entryways, landings, balconies, stairways, porches, lawns and sidewalks and other common areas.
25. **REPAIRS / MAINTENANCE**. Tenant is responsible for promptly notifying Landlord of any necessary repairs or maintenance. Requests for repairs or maintenance must be made by contacting Landlord directly. Tenants must not make requests for maintenance or repairs to maintenance workers or other contractors on the Property. Repairs or maintenance will not proceed unless Tenant notifies Landlord directly and Landlord authorizes maintenance workers or contractors to perform the work.
26. **RESPONSIBILITY FOR REPAIRS / MAINTENANCE**. If Tenant reports a maintenance and/or repair issue and it is determined that the maintenance and/or repair issue was not necessary or a was result of Tenant negligence, Tenant will be charged for the service call and/or services performed by the maintenance contractor or service provider.
27. **PLUMBING MISUSE**. Tenant will not dispose of sanitary napkins, tampons, paper towels, handi-wipes, disposable diapers, condoms, or other inappropriate items in the toilet. Repair and/or maintenance costs for plumbing problems created by improper use of the toilet or drains are the Tenant’s responsibility.
28. **EMERGENCY WATER LEAKS OR FLOODING**. Tenant must contact the Town of Silver City immediately to request water shutoff in the event of a significant leak or flood that is causing or may cause damage to the Property. Landlord must be notified as soon as practical thereafter.
29. **VIOLATIONS OF LAW BY OTHER RESIDENTS**. If Tenant witnesses excessive noise or other disturbances, criminal activity or any other violations of law by other residents of the Property it is the Tenant’s responsibility to report these occurrences to the proper law enforcement authorities. Reports to law enforcement authorities may be made anonymously. Landlord should be notified as soon as practical thereafter. Reports to law enforcement authorities provide Landlord with documentation to assist with Landlord’s enforcement of lease violations by other Tenants.
30. **CARPET CARE**. Tenant must regularly vacuum any carpeting, if existing in unit, and shall not use deodorizers, fresheners, or baking soda related products on the carpeting, i.e. Carpet Fresh® or similar products. Other than vacuuming, carpets are only to be cleaned by a professional third party approved by Landlord.
31. **CARPET CLEANING ON MOVE-OUT**. Carpets must be professionally cleaned when the unit is vacated. If Tenant chooses to arrange for professional cleaning the vendor must be approved by Landlord and a receipt must be provided to Landlord. If Landlord arranges for professional carpet cleaning after move-out the charges will be deducted from the security deposit.
32. **CLEANING ON MOVE-OUT**. Tenant is responsible for cleaning the unit when it is vacated. Tenant will be charged for any additional cleaning and repairs necessary to restore the unit to the same condition as when Tenant took occupancy.
33. **SATELLITE DISHES / COMMUNICATIONS**. Satellite dishes cannot be installed without express written consent of the Landlord.

This is an Addendum to the Rental Agreement dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Landlord Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Thompson Realty