



REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT – RESIDENTIAL – 2014
PART I - BROKER DUTIES

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2).

Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Associate Broker or Qualifying Broker shall disclose in writing to their prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers:

- (A) Honesty and reasonable care as set forth in the provisions of this section;
 - (B) Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
 - (C) Performance of any and all written agreements made with the Customer or Client;
 - (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;
- If the Broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose the existence of such agreement in writing to the other Brokers involved in the Transaction;
- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
 - (F) Prompt accounting for all monies or property received by the Broker;
 - (G) Disclosure of any potential conflict of interest that the broker has in the transaction including but not limited to:
(1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; and or (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; (3) other Brokerage Relationship options available in New Mexico;
 - (H) Written disclosure of any adverse material facts actually known by the Associate Broker or Qualifying Broker about the Property or the Transaction, or about the financial ability of the parties to the Transaction to complete the Transaction;
 - (I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
 - (J) Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT – RESIDENTIAL – 2014**

PART II

1. Broker ☐ does ☒ does not have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party:

If the Brokerage or Qualifying Broker has a material interest or relationship of a business, personal or family nature in the transaction, that interest or relationship must also be disclosed separately.

2. Property Owner ☐ is ☐ is not a New Mexico real estate Broker.

Owner Signature	Date	Time	Owner Signature	Date	Time
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BROKER

Discovery 1 Realty & Management LLC.

Firm

Broker **Theresa McFarland**

Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®
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Signature	Date	Time
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REALTORS® ASSOCIATION OF NEW MEXICO PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014

1. PARTIES.

("Owner") and Discovery 1 Realty & Management LLC.
("Brokerage") do hereby agree that Broker shall have the exclusive right to rent and manage for Owner the Property described in Paragraph 3, subject to the terms and conditions of this Agreement. Owner understands and agrees that Broker's services may be performed through one or more authorized agents and any reference to Broker in this Agreement includes such authorized agents.

2. RELATIONSHIP. By way of this Agreement, it is the intention of the parties to create an agency agreement/relationship by and between Owner and Broker. All duties and obligations under this Agreement will be taken on behalf of the Owner and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as agent for the Owner. Nothing in this Agreement shall be construed as creating a direct employer-employee relationship, partnership, joint venture or any other relationship between the parties. Neither party shall have the authority to bind or obligate the other except as provided for in this Agreement or as necessary to carry out the intent of this Agreement.

3. PROPERTY.

Address _____ City _____ Zip Code _____

Legal Description _____

Or metes and bounds description attached as Exhibit _____, _____ County, New Mexico as more fully described on Exhibit A attached hereto.

PER NEW MEXICO LAW, THERE MUST BE A SEPERATE PROPERTY MANAGEMENT AGREEMENT FOR EACH PROPERTY MANAGED.

4. TERM. The Term of this Agreement will begin on _____, _____, and will terminate at 11:59 pm Mountain Time on _____, _____ (Term). Unless written notice of termination is given no later than 30 days prior to the end of the Term, as set forth above, this Agreement shall become month-to-month. This agreement may be terminated with 30 days written notice by either Party.

5. BROKER OBLIGATIONS AND OWNER'S GRANT OF AUTHORITY. Owner grants to Broker the authority to manage the Property and Broker agrees to accept the management responsibilities for the Property which shall include the following:

- A. Advertising the Property for rent/lease and displaying signs thereon, if permitted by law, ordinances, covenants, rules, etc. The cost of advertisements is Owner's responsibility. Owner authorizes Broker to incur advertising costs up to \$ 0.00 per month. Any additional advertising costs must be approved by Owner prior to incurring said costs. The method of advertising is in Broker's sole discretion;
- B. Interviewing and conducting any necessary due diligence as determined by Broker to identify potential tenants;

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REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014

- C. Entering into rental/lease agreements in the Owner's name and/or in the name of Broker as Owner's agent under terms and conditions as set forth in this Agreement and in Exhibit "A" attached hereto;
- D. Terminating rental/lease agreements as provided by the Rental/Lease Agreement and applicable law;
- E. Addressing tenant issues and negotiating tenant disputes;
- F. Collecting all rents, fees and deposits from tenants and disbursing them as provided herein.
- G. Maintaining the Property in its present condition as required to comply with the rental agreement and/or law. This includes performing any and all necessary repairs, maintenance, minor alterations and improvements and/or negotiating with and entering into agreements with third-parties on behalf of Owner for the same. Broker may negotiate contracts for non-recurring items not exceeding \$ 200.00 per item.
- H. While tenants are in possession of Property, instituting and prosecuting actions to the extent permitted by law to remove tenants and to recover possession of the Property and/or rent due and when expedient, settling, compromising and releasing such action. Broker is not obligated but may, with owner's consent, institute or prosecute a civil action against a tenant for damages after tenant has vacated the property;
- I. Contracting for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility charges and deposits shall be the Owner's responsibility. Broker shall pay all bills from the trust account provided funds are available. Broker shall in no way be liable for any damage to the Property that results from the establishment of any such service;
- J. In regards to Short-Term Rentals, collecting New Mexico Gross Receipts Tax and Lodger's Tax due on all receipts derived from reservations in accordance with New Mexico law. "Short-Term Rental" is defined by New Mexico law as a rental of 29 days or less.

6. ADDITIONAL BROKER RESPONSIBILITIES.

- A. Maintain records of owner and tenants;
- B. Upon request by Owner, provide all rental agreements to Owner.
- C. Provide ☒ all requested ☐ the following documents to Owner or Owner's designee after termination of this Agreement: ☐ Residential Rental Application ☐ Residential Rental Agreements ☐ Credit and/or Background documents on tenants ☐ Other will not release credit or background documents to owner.
- D. Deposit all collected receipts in Broker's trust account. No money may be disbursed to Owner until sufficient funds have cleared to cover the disbursement to Owner from the trust account. Nothing in this Agreement shall obligate Broker to advance funds on behalf of Owner. Trust account ☐ will ☒ will not be interest bearing. If interest bearing, ☐ Broker ☐ Owner will receive interest accrued.
- E. Provide Owner with a monthly accounting and to the extent net funds are available after maintaining cash reserve amounts as provided herein, any proceeds due to Owner on or before the 20 day of each month as provided below.
 - i. For Rentals of 30-Days or longer: Broker's accounting shall include the following: a) the previous month's balance; b) funds deposited by category; c) funds disbursed by category; d) ending balance, and; e) other:
 - ii. For Short-Term Rentals (29 days or less): in addition to the accounting requirements as set forth above (Paragraph 6(E)(i)), Broker's accounting shall also include the following: a) rental income for the month; b) credit card fees; c) maintenance charges; and d) amount paid in commission to Broker.

7. EXIGENT CIRCUMSTANCES. In the event of an emergency where repairs are immediately necessary for preservation and safety of Property, to avoid the suspension of any essential service to the Property or to comply with federal state or local law, Broker is authorized by Owner, but is not required, to make such emergency repairs in excess of the amount provided for in Paragraph 5(G) above at Owner's expense and without Owner's prior approval. Broker shall pay all bills from the trust account provided funds are available. In the event Owner's reserve account is insufficient to cover such disbursements, nothing herein obligates Broker to use his/her/its own funds to pay for such emergency repairs. Broker shall pass on to Owner any rebate or discount that Broker shall obtain.

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014

8. OWNER REPRESENTATION. Owner represents and warrants the following:

- A. Owner has full power and authority to enter into this Agreement;
- B. There are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker;
- C. There are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the property for the purposes intended under this Agreement;
- D. The Property is zoned for the intended use;
- E. Buildings and the construction and operation thereof and wells and/or septic systems on the Property, if applicable, are in compliance with all applicable statutes, laws, ordinances, regulations and/or orders;
- F. Owner ☐ is ☐ is not current on any financial obligations for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). If checked not current, please explain: _____
- G. If this is a Common Interest Community (CIC), the CIC's Declaration of Covenants, Conditions and Restrictions ☐ do ☒ do not restrict the leasing of the Property. Any leasing restrictions are outlined in an addendum to this Agreement and attached hereto as **Exhibit B**. Owner shall notify Broker of any changes to the CICs affecting the leasing or management of the Property. Broker assumes no liability for fines or assessments incurred as a result of Owner's failure to inform Broker of any restrictions on leasing or requirements of management set forth in the CICs. Owner agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf;
- H. That the information supplied by Owner is accurate and correct.

9. COMPENSATION/FEES.

- A. In return for renting and managing the Property, Owner agrees to pay Broker _____
See Payment Schedule Attached as addendum # 2 plus
applicable gross receipts taxes in the following manner: _____
Owner will pay GRT on all commissions paid to Discovery 1 Realty & Management LLC.
- Compensation due Broker for periods less than the scheduled rental period shall be prorated.
- B. In the event Owner requests Broker to negotiate or supervise major repairs, improvements and/or remodels or renovations, the Parties will negotiate terms and compensation for such services in a separate agreement. This does not include normal, customary, or recurring maintenance and repairs which are covered by this Agreement.
- C. In the event of termination of this Agreement by Owner for any reason prior to the end of the Term, Owner will pay Broker (plus applicable gross receipts taxes).
 - i. With respect to existing lease: _____
 - ii. With respect to renewals: _____
 - iii. Other: **2 Months Commission + GRT**
- D. All other fees charged to Owner: _____
- E. Owner authorizes Broker to reimburse him/her/itself out of any rental proceeds for all expenses and costs of operating the Property under this Agreement, including Broker compensation and applicable fees.

10. FEES RETAINED BY BROKER. The following fees will be charged to Tenant and retained by Broker unless otherwise noted below:

- ☐ Late Charges _____
- ☒ Insufficient Fund Fees _____
- ☒ Other **Application Fees** _____
- ☐ Other _____

11. INSURANCE. Owner will carry, at owner's expense, adequate insurance against damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. The deductible required under any insurance policy shall be Owner's expense. Broker shall be covered as an additional insured on all liability insurance maintained with respect to the Property. Liability insurance

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014

shall be adequate to protect the interests of Owner and Broker, but not less than \$ 1000,000. Owner shall maintain adequate fire and vandalism coverage for the Property. Owner shall furnish Broker with evidence of fire, vandalism insurance within 3 days of this Agreement. Such policies shall provide that notice of default or cancellation be sent to Broker, as well as Owner.

12. LEAD-BASED PAINT. Was the residence(s) on the Property built prior to 1978? ☐ YES ☐ NO If no, proceed to Paragraph 13. If yes, Lead Based Paint Regulations apply.

- A. **DISCLOSURE AND INFORMATION REQUIREMENTS.** In order for Broker to comply with Lead-Based Paint disclosure requirements, Owner shall provide Broker with any and all information known and copies of all reports and records available pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.
- B. **RENOVATION, REPAIR AND PAINTING.** If there have been renovations or repairs made to the Property that are governed by the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), Owner shall complete **(UNLESS OTHERWISE DIRECTED BY THE FORM)**, RANM Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum. For definitions of Properties and renovations covered by the Program, refer to RANM Form 2315, Lead-Based Paint Renovation Repair and Paint Information Sheet. **Owner agrees that he/she will not perform or allow any third party, including Tenant(s), to paint and/or perform any renovations and/or repairs on the Property without Broker's knowledge and written consent.**

13. COMPLIANCE WITH LAWS. Owner and Broker shall comply with all laws, ordinances, and regulations governing the Property and the rental agreements with tenants, including, but not limited to, New Mexico Real Estate Commission license law and regulations, the New Mexico Human Rights Act, the Federal Fair Housing Act (which prohibits discrimination on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap, serious medical condition or spousal affiliation), the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the New Mexico Uniform Owner Resident Relations Act.

14. OWNER'S OBLIGATIONS.

- A. **INITIAL DEPOSIT/RESERVE:** Upon signing of this Agreement, Owner shall remit to Broker the sum of \$ _____ as a reserve. Owner shall maintain the reserve stated above at all times in the Trust Account to enable Broker to pay obligations of Owner under this Agreement as they become due. Broker shall notify Owner if the reserve balance falls below the agreed amount. Upon notification, Owner shall have no less _____ days to deposit funds to restore Owner's account to the above-stated amount. Broker is authorized to retain from rental proceeds that amount necessary to restore Owner's account to the above-stated amount. In no event shall Broker be required to use his/her/its own funds to pay any disbursements.
- B. **SMOKE and CO DETECTORS.** At owner's expense, ☒ smoke detectors ☒ CO detectors will be installed in the property in working condition in accordance with law prior to Tenant's occupancy.
- C. **PROPERTY LIENS.** Owner shall notify Broker immediately upon receipt of any notice of default of any financial obligation for which the Property is used as collateral or for which a security lien has been filed against the Property (i.e. mortgages, deeds of trust, real estate contracts, etc.). In the event that a Lis Pendens is filed against the Property and/or a foreclosure action filed against the Owner, Broker is authorized to notify the tenant(s).
- D. **PROPERTY CONDITION REPORT.** Owner will provide Broker with a written inventory list and property condition report. Broker's agreement to manage the Property is contingent on Broker's satisfaction with the condition of the Property, which shall be determined by inspection subject to Broker's sole discretion.

15. TENANT DEPOSITS; REFUND. During the term of this Agreement, deposits will be held by ☒ Broker ☐ Owner. Broker will deliver deposits to Owner upon termination of this Agreement. All deposits shall be accounted for and returned to tenants as required by the Uniform Owner Resident Relations Act and the rental agreements. Each party will indemnify and hold the other harmless from any loss, cost or damage, including reasonable attorneys' fees, incurred by the innocent party as a result of the act or omission of the party responsible for the accounting and return of deposits. Deposits held by Broker cannot be applied to repairs or other costs during the Term of the rental agreement.

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014

16. SERVICEMEMBERS CIVIL RELIEF ACT. Under the Servicemembers Civil Relief Act, (SCRA) a tenant may be relieved from performance under any residential rental agreement if they meet the conditions of the SCRA. See RANM Form 6104, Servicemembers Civil Relief Act Information Sheet.

17. FOREIGN OWNERS. Is Owner a Foreign Person ☐ Yes ☐ No. A foreign person is a nonresident alien individual, a corporation or partnership created or organized in a foreign country or under the laws of a foreign country, a foreign trust or estate, or any other person that is not a U.S. person. If Owner is not a Foreign Person, proceed to Paragraph 18.

If Owner is a Foreign Person, does Owner consider the rental income from this Property as effectively connected with a U.S. Trade or Business? ☐ Yes ☐ No.

If the rental income is effectively-connected income, Owner must submit to Broker a fully executed IRS Form W-8ECI. Failure of Owner to provide IRS Form W-8ECI to Broker will result in Broker withholding thirty-percent (30%) of the gross rental receipts to be remitted to the IRS. (See RANM Form 2304, FIRPTA & Taxation of Foreign Person Receiving Rental Income from U.S. Property Information Sheet for definitions of terms and more information).

18. ASSIGNMENT.

A. This Agreement ☐ may ☒ may not be assigned by Broker. Conditions on Assignment: ☐ none ☐ only with Owner's consent ☐ other (list conditions): _____

B. This Agreement ☐ may ☒ may not be assigned by Owner. Conditions on Assignment: ☐ none ☐ only with Broker's consent ☐ other (list conditions): _____

19. LEGAL FEES. Owner shall pay all fines and reasonable expenses incurred by Broker in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other property owners for whom Broker conducts property management activities, Owner shall pay an apportioned amount of such expense.

20. HOLD HARMLESS CLAUSE. Owner shall hold Broker, Broker's employees, subcontractors, subagents or representatives harmless from all damage, suits and costs incurred in connection with the management of the Property. Owner shall indemnify, defend and save Broker harmless from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law. Broker assumes no liability for any damages, losses or acts of omission by Tenant, Owner or previous Brokers. Broker assumes no liability for default by Tenant. Broker assumes no liability for violations of environmental or other regulations which may become known during the Term of this Agreement. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner and Owner shall promptly cure them. Failure of Owner to cure such violations in a timely manner is a material breach of this contract. It is expressly understood and agreed that persons engaged to perform services or improvements are engaged by Owner. Broker shall in no way be liable to persons engaged to perform services or improvements to the Property for their compensation and/or any injuries sustained by such persons while performing such services on the Property regardless of who hires such persons and Owner agrees to indemnify, defend and save Broker harmless from any claims and/or actions brought by any such persons or entities. Broker shall not be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property. If the Property contains a well or liquid-waste system, unless otherwise agreed to in writing, Broker will not be responsible for any maintenance of such system. All representations, warranties and indemnification provisions of this Agreement shall survive the termination of this Agreement.

21. ATTORNEYS' FEES. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Agreement, any award of damages shall include costs and reasonable attorneys' fees.

22. MEDIATION. If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediatory cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under the Agreement in any manner provided by New Mexico law.

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014

23. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

24. FORCE MAJEURE. Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

25. LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

26. SEVERANCE. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

27. TIME IS OF THE ESSENCE. Time is of the essence with respect to the parties' performance under this Agreement.

28. ADDITIONAL TERMS.

29. NOTICES AND DEMANDS. Any Notices, demands, consents, and reports necessary or provided for under this Agreement shall be addressed as follows or at such other address as Owner and Broker individually may specify hereafter in writing:

Broker: **Discovery 1 Realty & Management LLC.**
10701 Corrales Rd NW suite 10, Albuquerque, NM 87114

Owner:

Copy to:

Such Notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such Notices, demands, consents, and reports may also be delivered by hand or by e-mail or facsimile. For purposes of this Agreement, Notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails or as evidenced by confirmation of delivery by e-mail or facsimile.

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014**

BROKER

Discovery 1 Realty & Management LLC.

Property Management Firm

Theresa McFarland

Broker Name (Print)

Broker ☒ is ☐ is not a REALTOR®

Broker Signature

Date

Time

theresa@discovery1realty.com

Email Address

10701 Corrales Rd NW suite 10, Albuquerque, NM 87114

Broker Address

City

State

Zip Code

505-898-4660

Broker Home Phone

Broker Cell Phone

Broker Business Phone

505-898-9432

Broker Fax

OWNER

Owner Names (Print)

Owner Signature

Date

Time

Owner Signature

Date

Time

Email Address

Owner Address

City

State

Zip Code

Owner Home Phone

Owner Cell Phone

Owner Business Phone

Owner Fax

Owner Social Security Number or Tax Identification Number

BROKER MUST PROVIDE A FULLY-EXECUTED COPY OF THIS AGREEMENT TO THE OWNER AFTER OBTAINING ALL SIGNATURES.

**REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY MANAGEMENT AGREEMENT-RESIDENTIAL - 2014**

**EXHIBIT A
PROPERTY INFORMATION**

OWNER NAME: _____

PHONE NUMBER(S): _____

PROPERTY ADDRESS: _____

EXISTING TENANT (IF ANY):

Owner to provide Broker with copies of all Rental Agreements

Name: _____

Home Phone: _____

Work Phone: _____

PROSPECTIVE TENANTS/LEASES:

Acceptable Rental Rate/Month: \$ _____ Minimum \$ _____ Maximum

Acceptable Lease Term: _____ **1** _____ Minimum _____ **2** _____ Maximum

Acceptable Renewal Terms: _____ **TBD** _____ Minimum _____ **TBD** _____ Maximum

WATER SOURCE: ☒ City ☐ Well If well, please check well type: ☐ Individual Domestic ☐ Shared Domestic ☐ Other
Limitations or Restrictions on use: _____

Unless otherwise agreed to in writing, Broker is not responsible for maintenance of well and/or any state or local reporting requirements associated with the well.

LIQUID WASTE: ☒ City Sewer ☐ Septic Unless otherwise agreed to in writing, Broker is not responsible for maintenance of septic system.

PREFERRED NUMBER OF OCCUPANTS: _____

The Department of Housing and Urban Development (HUD) has taken the position that owners and managers may develop and implement reasonable occupancy requirements based on factors such as the number and size of sleeping areas or bedrooms and the overall size of the dwelling unit. In this regard, it must be noted that, in connection with a complaint alleging discrimination on the basis of familial status, the Department will carefully examine any occupancy limitation to determine whether it operates unreasonably to limit or exclude families with children.

WILL PETS BE CONSIDERED? ☐ YES ☐ NO If yes, are there any conditions: _____

SECURITY/DAMAGE DEPOSIT: Broker will Collect ☐ the equivalent of one month's rent ☐ Other amount \$ _____ from Tenant(s) as Security Deposit. Under New Mexico law, if Broker collects more than one-month's rent from Tenant(s) as a Security Deposit, Broker must pay to Tenant(s) monthly interest on entire deposit.

OWNER'S INSURANCE.

Insurance Name: _____

Insurance Agent Name: _____ Policy # _____

TENANT'S INSURANCE. Owner ☐ does ☐ does not require Tenant(s) to obtain and maintain for the duration of the rental agreement Renter's Insurance.

IF APPLICABLE:

MAIL BOX NUMBER: _____

PARKING SPACE NUMBER: _____

GATE CODE: _____

ALARM COMPANY AND CODE: _____

Please provide us with the following:

Insurance: Owner will carry, at Owner's expense, necessary fire and extended coverage and public liability insurance in an amount determined by Owner adequate to protect the interest of Owner and Broker. Owner must submit copies of policies to Broker on demand.

Insurance Company, Agents Name Policy # and contact information:

Association name, address, account#, and phone #:

Please mark the appropriate box:

Owner will pay HOA: ☐ Management Co. pays from rental account: ☐
Owner will pay Waste Mgmt directly: ☐ Management Co. pays from rental account: ☐

Property Condition: Owner will provide Broker with a written inventory list and property condition report. Broker's agreement to manage the Property is contingent on Broker's satisfaction with the condition of the Property, which shall be determined by inspection subject to Broker's sole discretion.

We will also need to obtain (5) sets of keys and (2) garage door openers (if applicable)

Floor Plan

Warranty Information (if applicable)

Routine Cooling/Heating Maintenance: Twice a year Discovery 1 will coordinate with a Certified Cooling/Heating Professional to go to the property and conduct routine maintenance on the cooling/heating system. They will check all smoke alarms to ensure they are working properly, conduct a Carbon Dioxide Test on the furnace and change filters on the cooling units. This will be done at the homeowners expense.



Realty & Management

Addendum #1 – Property Management Agreement - 2014

- Any rental agreement or lease for the property negotiated by agent shall provide that all utilities, with the possible exception of water, sewage and garbage (see below), shall be paid by the tenant with proper deposits by the tenant as required by various utility companies. Rio Rancho garbage bill must be in owner's name, owner can request reimbursement from tenant. Owner is responsible for placing the utilities into their name at closing or prior to placing it under Agents management. Owner is responsible for payment of all utilities when the property is not occupied. At no time is Agent responsible for the payment of utilities. Owner agrees to set up Landlord/Tenant Standby services with the utility companies in the name of the Owner but in care of Agent using Agents mailing address.

- In case of an emergency (extended vacation, death, in competency of owner (s), agent has authorization to contact.

NAME: _____

ADDRESS: _____

PHONE: _____

RELATION: _____

- Will owner consider renting to financial assistance applicants? YES: _____ NO: _____
- In the event the Owner decides to list the properties for sale during the term of this agreement or within 30 days thereafter, Agent shall be the listing agent with the exclusive right to sell the property (s) unless owner's Agent is identified here: _____

OWNER INITIALS : _____

- In the event of termination of this agreement by the owner, for any reason other than reasonable non-performance of services as described herein, the owner agrees to compensate the agent by paying two months commission, plus gross receipts tax. Except, if agent becomes listing agent or owner moves into premises. Upon termination of this Agreement, in accordance with New Mexico real estate license law, Broker shall provide a final accounting of Owner's account(s) to Owner within 60 days of termination.
- Housing built before 1978 may contain Lead-Based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, you must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

_____ I certify the house was built ____ before 1978 or ____ after 1978

Initials

A: Presence of lead-based paint and/or lead-based paint hazards (check A or B)

a: ____ Known lead-based paint and/or lead-based paint hazards are present in the housing.

b: ____ Owner has no knowledge of lead-based paint/or lead-based paint hazards in the housing.

B: Records and reports available to the lessor (check A or B)

a: ____ Owner has provided the Owners Agent with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

b: ____ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing .

Owner

Date

Owner

Date

Theresa McFarland

Broker

Date

Theresa McFarland 1-2-14



REALTORS® ASSOCIATION OF NEW MEXICO
GENERAL ADDENDUM No. 2 2014

This Addendum is part of the Property Management Agreement (the "Agreement")
 dated _____, between _____
 and Discovery 1 Realty & Management LLC. relating to the following Property:

Address _____ City _____ Zip Code _____

Legal Description _____
 or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.
 The following is added to the Agreement:

PAYMENT SCHEDULE.

Set up fee: One time set up fee of \$250.00, you will only pay this one time per property.

Commission: 10% + GRT (Gross receipt tax) of collected rent and fees received from tenant.

If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

Signature _____	Date _____	Time _____	Signature _____	Date _____	Time _____
-----------------	------------	------------	-----------------	------------	------------

Signature _____	Date _____	Time _____	Signature _____	Date _____	Time _____
-----------------	------------	------------	-----------------	------------	------------

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

Owner ACH Payment Form

I here by authorize DISCOVERY 1 REALTY & MANAGEMENT, LLC to initiate rental payments through automatic bank deposits.

This authorization is to remain in full force and effect until DISCOVERY 1 REALTY & MANAGEMENT, LLC has received written notification from you requesting the termination of this authorization.

BANK ACCOUNT INFORMATION:

Owners Name:

Name of Bank or Credit Union:

Bank Address Line 1:

Bank Address Line 2:

City, State & Zip:

Account Number:

ABA Routing Number:

Authorized Signature:

Date (MM/DD/YYYY):

Please return an original, completed form, along with a VOIDED CHECK, directly to the address below to initiate ACH PROCESSING SETUP. Payments will be made via ACH upon completion of the BANK VERIFICATION PROCESS.

If you have any questions please feel free to contact us at (505) 898-4660.

Discovery 1 Realty & Management, LLC
10701 Corrales Rd NW, Suite 10
Albuquerque, NM 87114

OWNER UTILITY INFORMATION

1.) **Water Services RR:** City of Rio Rancho Water Dept
505-891-5020 Phone 505-891-5204 Fax

The City of Rio Rancho requires that each person fill out an application in order to have water services turned on. To obtain this form, please visit www.ci.rio-rancho.nm.us. You will be responsible for paying the bill until a qualifying tenant is found for your property. Once this tenant is found, they will be required to fill out an application for services. A new account number for the tenant is required before they sign their lease and obtain keys. If the tenant moves in mid-billing cycle, please give us a copy of the bill, so it can be pro-rated.

2.) ABCWUA – Albuquerque: City of Albuquerque
Solid Waste Dept: 505-761-8100
Water Dept: 505-768-2800

Water & Trash services in Albuquerque are provided by the City of Albuquerque. You will receive one bill for these services. This company does not allow the tenant to put services into their name. The bill will automatically arrive at the property addressed to "CURRENT RESIDENT". In the event your tenant moves in mid-billing cycle, Discovery 1 Realty asks that you give us a copy of the bill, so it can be pro-rated.

3.) **Waste Management:** **Waste Management of New Mexico**
505-892-1200 Phone

This company does not allow the tenant to put services into their name. Waste Management will bill you twice a year. Tenants will reimburse owners for trash services.

4.) Gas Services: New Mexico Gas
888-664-2726 Phone 505-697-4494 Fax

This utility will be placed under Landlord Standby and whenever your home is vacant, the bill will come directly to our office. Once a qualifying tenant is found, they will be required to switch the bill into their name prior to signing their lease. In some situations, NM Gas will not be able to switch the services into the tenant's name prior to their date of occupancy. If this occurs, we will prorate the latest bill and chargeback the prorated amount to the responsible party.

5.) **Electric Services:** **PNM**
505-246-5700 Phone 505-246-5770 Fax

This utility will be placed under Landlord Standby and whenever your home is vacant, the bill will come directly to our office. Once a qualifying tenant is found, they will be required to switch the bill into their name prior to signing their lease. In some situations, PNM will not be able to switch the services into the tenant's name prior to their date of occupancy. If this occurs, we will prorate the latest bill and chargeback the prorated amount to the responsible party.

NMGC
Attention: Landlord Standby Department
PO Box 97500
Albuquerque, NM 87199-7500
Phone: (888) 664-2726



**LANDLORD STANDBY
NMGC AUTHORIZATION OF 2ND PARTY**

I _____ said owner(s) of the property located at
(Please Print)

(Street number and name also include all units associated with said property(ies).)

_____, _____
(City) (State) (Zip Code)

Give authorization to Discovery 1 Realty & Management
(Name of Representative/Agent/Management Company)

to handle my NMGC gas account(s) on my behalf.

Name of Representative and/or Company Nancy Nelson c/o Discovery 1 Realty

Mailing address 10701 Corrales Rd NW Suite 10

City Albuquerque State NM Zip Code 87114

Phone number 505-898-4660 Fax number 505-898-9432

Email address (if applicable) nancy@discovery1realty.com

Owner Name(s) (printed) _____

Mailing address of owner _____

City _____ State _____ Zip Code _____

Home phone number _____ Fax number _____

Email address (if applicable) _____

Social Security Number(s) or
Federal Tax ID Number _____

Signature of Owner

Second Owner Signature
(if applicable)

(Representative and/or Acting Agent)
(please print)

(Signature of Representative and/or Acting Agent)

PNM
Attention: Landlord Standby Department
Alvarado Square M/S 2594
Albuquerque, NM 87158
Phone: (505) 246-5700
FAX (505) 246-5770



LANDLORD STANDBY PNM AUTHORIZATION OF 2ND PARTY

I _____ said owner(s) of the property located at
(Please Print)

(Street number and name also include all units associated with said property(ies).)

(City)

(State)

(Zip Code)

Give authorization to **DISCOVERY 1 REALTY & MANAGEMENT**
(Name of Representative/Agent/Management Company)

to handle my PNM electric account(s) on my behalf.

Name of Representative and/or Company Nancy Nelson c/o Discovery 1 Realty

Mailing address 10701 Corrales Rd NW Suite 10

City Albuquerque State NM Zip Code 87114

Phone number 505-898-4660 Fax number 505-898-9432

Email address (if applicable) nancy@discovery1realty.com

Owner Name(s) (printed) _____

Mailing address of owner _____

City _____ State _____ Zip Code _____

Home phone number _____ Fax number _____

Email address (if applicable) _____

Social Security Number(s) or
Federal Tax ID Number _____

Signature of Owner

Second Owner Signature
(if applicable)

(Representative and/or Acting Agent)
(please print)

(Signature of Representative and/or Acting Agent)

HOMEOWNER ASSOCIATION INFORMATION VERIFICATION FORM FOR NON-COMPLIANCE VIOLATIONS

DISCOVERY 1 REALTY
10701 Corrales Road NW, Suite 10
Albuquerque, NM 87114
505-898-4660; Fax 505-898-9432

Homeowner Association Name: _____ Phone #: _____

Homeowner Association Contact Person: _____

Property Owner Name: _____

Owner Mailing Address: _____ Phone #: _____

Owner E-Mail Address: _____

Property Address being managed by Discovery 1 Realty:

By completing this form and sending it to your Homeowners Association, you are informing them that the property you own listed above is a rental property and is being managed by Discovery 1 Realty.

By completing this form, you are giving the above listed Homeowner Association permission to send any non-compliance notices not only to yourself, as called for in the CC&R's but also to Discovery 1 Realty. If Discovery 1 Realty receives simultaneous notice of any violations that occur, they will be able to contact the tenant quickly on your behalf and take the necessary corrective action swiftly.

Homeowner Association: please fax or email copies of any violation to:

servicerequest@discovery1realty.com

Fax #: 505-898-9432

RENTAL PROPERTY INFORMATION

Location: _____

____ House

____ Apartment

____ Condo

____ 1 Story

____ 2 Story

____ Square Footage

Bedrooms: ____ 1 ____ 2 ____ 3 ____ 4 ____ 5 ____ Efficiency ____ Studio

Bath: ____ 1 ____ 1.5 ____ 1.75 ____ 2 ____ 2.5 ____ 2.75 ____ 3

____ Alarm System

____ Pool

____ Auto Sprinklers/Bubblers

____ Range ____ Gas ____ Electric

____ Balcony

____ Refrigerated Air

____ Blinds

____ Refrigerator

____ Carpet T/O

____ Rods/Drapes T/O

____ Carport 1 Car ____ Carport 2 car

____ Septic Tank

____ Ceiling Fans

____ Storage Shed

____ Central Forced Air

____ Study

____ Corner Lot

____ Tile Floor/Wet

____ Country Club Area

____ Tile Floor

____ Deck

____ Tub Jetted Areas

____ Den

____ View of Mountains

____ Dishwasher

____ Washer/Dryer ____ Hookups

____ Disposal

____ Double Sink – Master Bath

____ Eat-In Kitchen

____ Evaporative Cooling

____ Family Room

____ Fenced Backyard

____ Fireplace ____ Gas Log ____ Wood

____ Formal Dining Room

____ Garage ____ 1 car ____ Attached ____ Opener ____ Detached

____ Garage ____ 2 car ____ Attached ____ Opener ____ Detached

____ Garage ____ 3 car ____ Opener

____ Heat ____ Gas ____ Electric

____ Horse Pen

____ Hot Tub

____ Intercom

____ Landscape ____ Back ____ Southwest ____ Rock ____ Grass

____ Landscape ____ Front ____ Southwest ____ Rock ____ Grass

____ Patio ____ Covered ____ Open

Built-Ins: _____
Additional Rooms: _____
Other
Amentities: _____

Remarks: _____



Desired Rent: \$ _____ Minimum Rent: \$ _____

Deposit: \$ _____

Fee to Agent: _____

Lease: _____

Tenant Pays: _____

Owner Pays: _____

How Shown: _____

Special Instructions to Agent for Repairs: _____

Warranties: __Yes__ No; if yes, list items _____

Name of Warranty Company: _____ Start Date: _____



Directions to Property: _____

Is the Property Occupied? __Yes__ __No__
If yes, when will it become vacant: _____

Is the property currently listed for sale? __Yes__ __No__
If yes, Real Estate Company & Phone #: _____ Contact Person: _____

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,