



RESIDENTIAL RENTAL AGREEMENT

APARTMENT ASSOCIATION
OF NEW MEXICO

This Rental Agreement made this _____ day of _____, _____ for the following Dwelling Unit (the Premises):

_____ Unit: _____, _____, New Mexico, _____, is a contract between _____ as Owner/Agent and _____ as Resident (s) for an Initial Term beginning _____ and ending _____ at a monthly Rent of \$ _____.

Owner and Resident agree to the rental of the Premises described above on these terms and subject to the New Mexico Uniform-Owner Resident Relations Act (the "Act").

1. Rent. Resident shall pay the rent set out above plus any applicable taxes, each month in advance and without demand, to Owner at:

- manager's office or
- at: _____

Monthly rent is due and payable by check or money order on or before the first day of each month without a grace period. Owner may require payment in cash, a properly completed money order or certified funds, but cash will be accepted only with prior written permission.

2. Late Charges. If rent and all other charges due are not paid in full on or before the _____ day of the month, Resident shall pay a late charge of \$ _____, plus \$ _____ per day until all rents are paid in full. Said late charge shall in no case exceed ten percent (10%) of the monthly rent. Resident shall also pay an additional \$ _____ for each dishonored check, plus the late charges.

3. Allocation of Rental Payment. Resident agrees, pursuant to Section 15 G of the Act, that Owner may allocate any payments by Resident to any outstanding charges owed to Owner. Resident specifically authorizes Owner to allocate payments to unpaid deposits, damages, late charges, termination fees and other lawful outstanding charges, regardless of whether Resident designates the payment as rent.

4. Deposit. Resident shall deliver to Owner a deposit in the amount of \$ _____ to secure the payment and performance of Resident's obligations hereunder. If this property is managed by a broker, deposits may be disbursed to the property owners without first being deposited to the brokers property management trust account and the brokers shall not be held responsible for such deposits. Owner may apply all or portions of the deposit to recover any losses caused by Resident's noncompliance with this Agreement including the payment of rent, termination fees, damage to the premises and other costs. Owner will return any balance of the deposit to Resident, within thirty (30) days of the later of (a) termination of the residency or (b) termination of the Rental Agreement together with an itemized written statement showing any deductions from the deposit. It is Resident's obligation to provide Owner with a forwarding address. **Resident may not use the deposit in lieu of rent.**

5. Term. The Initial Term of this Agreement shall begin on the beginning date specified above and end at midnight on the ending date specified above. **This Agreement does not automatically terminate at the expiration of the Initial Term.** This Agreement will continue on a month-to-month basis after the initial term unless at least thirty (30) days written notice of termination is given by either party as required by the Notice of Termination paragraph below. Any month-to-month residency under this agreement shall be upon all of the terms and conditions of this Agreement, except that the rent or other terms may be adjusted upon thirty days written notice to Resident. If Owner has given notice to Resident that Owner charges a month-to-month fee, then such fee shall be added to the rent during any month-to-month tenancy.

6. Notice of Termination. Resident shall give WRITTEN notice of intention to terminate: (a) If Resident decides to vacate on the expiration date of the initial term of this Agreement, or (b) If Resident terminates this Agreement on or after the expiration date of the initial term of this Agreement. Verbal notice of termination is not sufficient. Owner shall give resident written notice of intention to terminate if Owner terminates this agreement after the expiration date of the initial term of this Agreement. Notice of termination shall be given at least thirty (30) days prior to the next date rent is due and shall specify the date on which the Agreement will terminate. If Resident does not vacate on the date specified in the written notice, Owner may elect to (a) bring suit for restitution and damages or (b) treat Resident's Notice of Termination as null and void and continue this Agreement until a new notice of termination is received.

7. Early Termination.

Owner	Resident (s)
-------	--------------

If the parties have initialed this paragraph, Resident may terminate this agreement, even during the Initial Term, on written notice as set out in the Notice of Termination paragraph above, accompanied by payment of a termination fee of \$ _____ as full compensation for Owner's expenses of re-renting the premises and loss of rental income as a result of Resident's early termination of the Agreement. Should Resident cause the termination of this Agreement prior to the expiration of the initial term of this Agreement (including termination as a result of an eviction) without tendering the termination fee, Owner may hold Resident responsible for the fee and

such fee shall be charged by Owner in lieu of damages for Owner's expenses of re-renting the premises and loss of rental. This termination fee is a reasonable estimate of liquidated damages and is not a penalty. The above payment does not include compensation for rent during the period Resident actually occupies the premises, damages to the premises, cleaning or any court costs or attorney fees. Resident may not use the deposit to satisfy any termination fee owed by Resident pursuant to this paragraph.

8. Use. Resident agrees to use the premises only for a private residence with no more than _____ persons in occupancy. In addition to Resident, the premises may only be occupied by the following persons:

Any changes in the names and numbers of occupants shall be first approved by Owner in writing. Resident may allow guests to stay in the Dwelling Unit for a reasonable time; however, persons not listed above must not stay in the Dwelling Unit for more than _____ days in any month or they will be considered unauthorized residents. Resident shall not conduct business of any kind in or about the premises without first obtaining Owner's written permission. Resident shall do no remodeling and shall make no other alterations of any kind to the Premises without the written consent of Owner.

9. Utilities. Owner is obligated to provide and pay **only** for the utilities which the Owner has initialed in the boxes below. Owner is not obligated to provide or pay for utilities which are not initialed by Owner in the boxes below:

Gas	Electricity	Water/Sewer/Refuse	Other
-----	-------------	--------------------	-------

Unless Owner has designated in writing that the utility will be billed to Resident by Owner (or a utility billing company employed by Owner), Resident is obligated to contract directly with the utility provider and to pay for all utilities provided to the premises which Owner has not agreed to provide or pay for in the preceding sentences. Resident will place such utilities in the Resident's name upon first occupying the premises and maintain such utilities in Resident's name throughout the term of this Agreement and any subsequent term(s). Owner may, without further notice, take such steps as are necessary to remove such utilities from Owner's name. Resident understands that Resident's failure to place and maintain such utilities in Resident's name and/or pay for such utilities will result in an action by the utility provider to suspend or terminate service. Owner does not and will not, even temporarily, accept responsibility for the utility charges which Owner has not agreed to pay, and Owner may refuse, at any time, to allow such utilities to be placed in Owner's name. In the event that Owner receives a bill for any utilities which Resident is obligated to pay, such amounts are agreed to be treated as unpaid rent, and Owner shall be entitled to immediately serve the appropriate notice of noncompliance on Resident. Resident's failure to place and maintain such utilities in Resident's name, or to pay any utility charge when due, even utilities in Resident's name, is a material violation of this Agreement.

If any utility will be billed to Resident by Owner (or a utility billing company employed by Owner), then, as additional rent, Resident shall pay Owner an amount billed in proportion to the utilities which both parties have initialed in the boxes below:

Gas	Electricity	Water/Sewer/Refuse	Other
-----	-------------	--------------------	-------

Payment with respect to utilities shall be consideration for the use of the Premises, and shall be considered rent under the Act. Such utility charges may include an allocation of utility expenses for common areas. To establish the additional rent due under this paragraph, Owner may allocate utility bills paid by Owner based upon (a) the size of Resident's dwelling unit compared to the total dwelling units (including unoccupied units) in the apartment community, (b) a device which measures or estimates resident's consumption of utilities and/or (c) any other reasonable allocation method disclosed to Resident in writing. Different methods may be used for different utilities. Owner may charge an administrative fee for utility billing services and may pass on to Resident any fee charged by a utility billing service. Administrative charges are currently \$ _____ per month, but are subject to change upon written notice.

10. Rental Application. Resident understands that the representations made by Resident in Resident's rental application are material terms of this Agreement. Any false representations or failure to answer any question contained in the rental application, credit application or in any other materials submitted by Resident to Owner shall be a material breach of this Agreement, and Owner may proceed to issue the appropriate notice of default upon discovering the false representation

11. Premises. Resident and Owner agree that, subject to the terms of this Agreement, Resident may occupy the interior of the Dwelling Unit designated in the initial section of this Agreement. Owner makes and has made no representation or promise whatsoever that any other facilities (which term shall include all appurtenances, areas, services, recreational amenities, grounds, swimming pools, spas, equipment, common areas and other facilities) will be included in the Premises rented or held out as for use by Resident coincidental with occupancy of the Dwelling Unit. Resident may, consistent with Owner's written rules and this Agreement, utilize any such facilities as long as they exist, but Resident understands and agrees that such facilities are subject to change or discontinuance at any time. Use of such facilities is not a material term of this Agreement. No change, discontinuance or interruption in such facilities shall be considered a breach of this Agreement or grounds for abating rent.

12. Military Clause. Under the following circumstances, Resident may terminate the Agreement by giving Owner written notice if Resident is or becomes a member of the Armed Forces of any nation on extended active duty and receives change-of-station orders to permanently depart the local area, or to deploy with a military unit for a period of not less than 90 days. Termination notice will effectively terminate the Agreement 30 days after the next monthly rent payment is due. Resident must furnish Owner either a copy of the official permanent orders or a deployment letter or order. Military permission for base housing does not constitute a change-of-station order.

13. Animals. No animals are allowed (even temporarily) anywhere in the Dwelling Unit or anywhere on the property without written authorization, except for assistive animals of disabled persons. Owner may require a doctor's statement of need for an assistive animal for disabled persons. All types of animals are prohibited. Resident must not feed stray animals. If Resident or any guest or occupant violates animal restrictions Resident will be subject to the charges, damages, eviction, and other remedies provided in this Agreement. Prior to authorizing any pets, Owner will require a signed, separate Pet or Assistive Animal Agreement, and may require the payment of additional rent and additional deposits. An animal deposit is considered a general deposit and may be used for damages other than those caused by pets. If an animal has been in the Dwelling Unit at any time during Resident's occupancy (with or without Owner's consent), Resident may be charged for professional defleaing, deodorizing, or shampooing. Disabled persons needing the assistance of an assistive animal, may also be required to sign a separate Pet or Assistive Animal Agreement provided that none of the provisions contained in such Pet Agreement shall be effective which would have the effect of discriminating against such person because of such person's disability or which would have the effect of denying such disabled person the right to equal enjoyment of housing.

14. Acceptance. Resident received the premises in a clean condition. Resident has inspected the premises and accepts them "AS IS." Within seventy-two (72) hours after occupying the premises, Resident shall complete and return the written Move-In Condition Report form provided to Resident. Except as noted on this form, the premises will be deemed satisfactory, with everything in good repair and in working order. Failure to return the Move-in Condition Report shall be Resident's certification that the premises are received in good repair and without defects. Upon move out, Resident agrees to surrender the premises completely clean and in the same condition as when received, reasonable wear and tear accepted. **Uncleanliness is never reasonable wear and tear.** Resident shall pay for the repair and replacement of any damage or defects not listed on the move in condition report form and shall pay reasonable charges to clean the premises.

15. Policies and Rules. Resident and all guests and occupants must comply with written rules and community policies governing the use of the premises, including instructions for care of Owner's property. Owner's rules are considered part of this Agreement. Owner may make reasonable changes to written rules, effective upon written notice.

16. Obligations of Resident. Resident will give prompt WRITTEN notice to Owner of all needed repairs and services and Resident shall use electrical, mechanical, plumbing, sanitation, heating, ventilating, air conditioning, appliances and other facilities in, around or upon the premises and any common area in a reasonable manner and in the manner for which they were intended. Resident shall not be entitled to terminate this Agreement or abate rent or claim for damages due to any Breach by Owner of a duty to repair and maintain unless Owner shall have failed to make such repairs within seven (7) days of written notice of the condition requiring repair. In no case shall Resident be permitted to make repairs and deduct the repair cost from rent. Resident shall, at his/her own expense, keep the premises clean and sanitary, including equipment, appliances, and furnishings. Resident shall dispose of all ashes and refuse in a clean and safe manner and in the proper receptacles. Resident shall be responsible and shall promptly pay for the repair or replacement of any portion of the premises damaged by carelessness, improper use, negligence or intentional damage. Resident shall be responsible for conduct of his/her family and guests. Neither Resident nor any persons on the premises with Resident's permission shall disturb the other residents' peaceful enjoyment of the premises. Resident and all persons on the premises with Resident's permission shall completely perform all of Resident's obligations under this Agreement and under the Act and shall conduct themselves in a manner which is not abusive toward the Owner or his agents and does not interfere with the management of the premises.

17. Right of Entry. Resident will allow Owner to enter the premises at reasonable times to make such repairs, supply services, protect the premises,

and exhibit the premises to prospective residents, purchasers, workmen, contractors or mortgagees. Without limiting other forms of reasonable notice written notice of such entry delivered or posted on resident's door twenty-four (24) hours prior to the entry shall always be reasonable notice. Owner may enter the premises without notice or consent in an emergency. Written notice of entry shall not be required where the repairs are performed within seven (7) days of a request by Resident or when Owner is accompanied by a public official conducting an inspection or a cable television, electric, gas or telephone company representative or in any other situation where notice is excused by law.

18. Drug Use, Illegal Acts. Resident shall use the premises in compliance with civil and criminal law. Resident and any persons on the premises with Resident's permission shall not possess, consume, sell or distribute on the premises any illegal drug or controlled substance as defined by law and shall not conduct themselves in any manner which would violate the law, pose a danger to other residents or constitute a nuisance. Resident shall not discharge a firearm on the premises or make any other unlawful use of a deadly weapon. Resident shall not sexually assault or molest another person, cause physical harm to another person or damage the property of another person. Resident shall not enter into the dwelling unit or vehicle of another person without that person's consent or commit any theft of the property of another person. Violation of this paragraph which results in a "Substantial Violation" of the Agreement as defined in the Act, will be cause for Owner to terminate this Agreement and to proceed to evict Resident within the shortest period allowed by law, which may be in as little as three days.

19. Vehicles and Parking. Owner may regulate the time, manner, and place of parking all vehicles, including cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. The following vehicles are prohibited:

- (a) Vehicles with flat tires or which are otherwise inoperable;
- (b) Vehicles without current registration;
- (c) Vehicles taking up more than one parking space or parked in a reserved space;
- (d) Vehicles belonging to a resident or occupant who has surrendered or abandoned the Dwelling Unit;
- (e) Vehicles parked in a marked handicap space without displaying the legally required handicap insignia;
- (f) Vehicles parked in a fire lane, or designated "no parking" area; or parked illegally or blocking another vehicle from exiting;
- (g) Vehicles parked in a space marked for other resident(s) or unit(s).
- (h) Commercial or public vehicles, trailers or recreational vehicles which Owner has not approved in writing.

Any prohibited vehicles may be towed off the premises by Owner or a towing company employed by Owner. Towing may occur with or without prior notice and is at the expense of the owner of the vehicle. Motorcycles shall not be parked inside the dwelling, or on sidewalks or common areas.

20. Assignment. Resident shall not assign this Agreement or sublet the premises without the prior written consent of Owner. Owner may assign Owner's rights and obligations under this Agreement without further consent upon any transfer of ownership of the premises.

21. Smoke Detectors. If the Premises are located within the City of Albuquerque, Owner is required by law to furnish working smoke detectors in accordance with the Albuquerque Fire Code. In all dwelling units in the City of Albuquerque and in any case where the Owner furnishes smoke detectors, Resident and Owner shall determine that all required smoke detectors are working at the time they are furnished. After that, Resident must pay for and replace batteries as needed, and Resident shall be responsible for all other maintenance and repairs of the smoke detectors. Owner may, but shall not be required to, replace dead or missing batteries at Resident's expense, without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Owner. Neither Resident nor others may disconnect smoke detectors. If Owner furnishes fire extinguishers, Resident will not remove or tamper with the fire extinguisher and will report any damage to or discharge of the fire extinguisher to Owner. Resident will be liable for any loss or damage from fire, smoke, or water if that condition arises from Resident's disconnecting or failing to replace batteries in the smoke detector, or from failing to report malfunctions in the smoke detector or fire extinguisher.

22. Security. Resident has inspected existing locks and latches and agrees that they are safe and acceptable, subject to Owner's duty to make any needed repairs upon written request of Resident. Owner does not provide security services and does not represent that the premises offer protection from criminal acts. **Owner disclaims all express or implied warranties of security.** Resident and all occupants and guests must exercise due care for Resident's own safety and security, especially in the use of smoke detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. Owner strongly recommends that Resident read and follow the security guidelines on page 4 of this Agreement. **Resident shall immediately report to Owner any illegal or criminal activity which Resident has observed or of which resident becomes aware on or around the premises .**

23. Liability. Neither Owner nor Owner's Agent shall be liable for any damage or injury to Resident, any other person or any property, occurring on any part of the premises, on adjacent premises or in common areas thereof, unless such damage is the result of the intentional misconduct or grossly negligent act of Owner, Owner's Agent or employees. Neither Owner nor Owner's Agent will be liable for any damages or losses to persons or property caused by other residents or persons, theft, burglary assault, vandalism, or other crimes occurring on the premises or any part thereof,

adjacent areas or in common areas. Neither Owner nor Owner's Agent shall be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, explosions, interruption of utilities, acts of God or any other reason unless due to the intentional misconduct or grossly negligent acts of Owner or Owner's Agent. **Owner's insurance may provide no coverage for losses of Resident's personal property. Owner strongly recommends that Resident procure renter's insurance to protect him/herself from all risks and occurrences. In no case shall Owner be liable for subrogated amounts paid by Resident's insurer to Resident or for reimbursement of amounts paid under Resident's insurance deductible.**

Resident shall indemnify and defend Owner and hold Owner harmless from any expenses, including reasonable attorney fees, resulting from claims by others arising from the conduct of or the use of the premises by Resident or Resident's family members or Resident's guests.

24. Move-Out Inspection. Resident should meet with Owner's representative for move-out inspection. Resident will be held responsible for any defects in the premises not noted on the Move-In Condition report. Owner's representative has no authority to bind or limit Owner regarding deductions for repairs, damages, or charges. Any statements or estimates by Owner's representative are subject to correction, modification, or disapproval before final refunding or accounting.

25. Absence. The Resident will notify the Owner in writing if Resident anticipates being absent in excess of seven (7) days, not later than the first day of such absence. Failure to give notice may result in Owner taking possession of the premises as abandoned as set out in the Act, and it may subject resident to liability for damages to the premises which might have been prevented or reported if the unit were occupied. Resident agrees that Owner may, but shall not be required to, enter the dwelling unit during any extended absence to inspect and maintain the premises.

26. Abandoned Property. Owner may dispose of personal property remaining on the premises after termination of this agreement as provided by the Act. Under the Act, property may be held for as little as 3 days, in the case of an eviction. Owner may impose reasonable charges for moving and storing the property.

27. Miscellaneous.

- (a) Each Resident is of legal age to enter into a binding contract.
- (b) Each Resident is jointly and severally liable for all obligations under this Agreement. Each Resident may be required to pay the entire rent and other amounts due without pursuing collection from any other person.
- (c) This Agreement shall not be modified except in writing, signed by Owner and Resident.
- (d) In any legal action brought by either party to interpret or enforce this Agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees. Upon any default by Resident, Owner may collect from Resident any attorney fees, court costs or other expenses incurred in enforcing any provision of this Agreement or collecting from Resident, and may require payment of these costs before any reinstatement of this Agreement.
- (e) Time is of the essence of this Agreement.
- (f) All amounts paid by Resident shall be deemed rent and shall be non-refundable unless those funds are expressly designated to be deposits.
- (g) Owner may report rental history, unpaid rent and damages to a credit bureau or others who may inquire for legitimate business purposes. Resident consents to Owner's report of such rental history.
- (h) This written Agreement is the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, written or verbal. If Resident has signed an Addendum for Units Participating in Government Regulated Affordable Housing Programs, the provisions of that document have control over this Agreement
- (i) It is the intent of this Agreement to comply fully with the Act. If any provision of this Agreement is found to violate the Act or any other law, the agreement shall be enforced without the illegal provision.

28. Keys. Resident will be provided _____ Dwelling Unit key(s), _____ mailbox key (s), and _____ other key(s) or access card(s) for _____. Keys must not be duplicated and locks may not be changed. Resident's spouse or any Resident or occupant who has permanently moved out according to a remaining Resident's Affidavit is (at Owner's option) no longer entitled to occupancy or keys.

Resident must turn in the keys upon moving out and Resident will pay a re-keying charge if all keys are not returned at the termination of this Agreement. If Resident does not surrender the keys upon moving out,

Owner may (but is not required to) consider Resident to be in continued occupancy of the Dwelling Unit, and continue to charge Resident rent until this Agreement is terminated.

29. Owner Disclosure. The name, address and telephone number of the person authorized to manage the property and to receive notices and service of process for the Owner is:

- Set out in an attachment to this Agreement:
- As follows: _____

Address: _____

Telephone: _____

Owner may change the person so designated by written notice to Resident.

30. Rental Concessions: In consideration of Resident's complete performance of this rental agreement for the full term of the Agreement, Owner has allowed Resident initial free rent of \$_____ and other rent concessions of \$_____ for total concessions of: \$_____. Should Resident terminate this agreement prior to completion of the initial term of the rental agreement or otherwise fail to perform his/her obligations for the full initial term of this Agreement (including a default by Resident which results in an eviction) Resident shall repay Owner all of the rental concessions.

31. AANM Membership: Owner represents that: (1) Owner, (2) the management company that represents Owner; or (3) a qualifying member as provided below, was at the time of signing this Agreement, a member in good standing of the Apartment Association of New Mexico. Owner may use this Agreement if furnished by a qualifying member. The qualifying member furnishing this Agreement may be either an owner/management company member or an associate member doing business as a locator service, attorney preparing a lease or a financing agency. If not, this Agreement is voidable at Resident's option and is unenforceable by Owner (except for property damages). If this paragraph is violated, Owner may not recover past or future rent or other charges.

32. Additional Provisions. Owner and Resident further agree as follows:

33. Designation of Contact Person and Alternative Address: Owner hereby requests that Resident designate a contact person to deal with Resident's property, deposit and other matters pertaining to this Agreement in the event of Resident's death or disability. Resident hereby designates the following person to act on Resident's behalf as his or her agent and attorney-in-fact should Owner be unable to locate Resident, or should Resident die, become incapacitated or unable to perform under this Agreement. Such designation shall survive death or disability and create a durable power of attorney to act under this Agreement. Absent written notice by Resident to the contrary, the following address shall be the only alternative address to which Owner shall be required to mail any written notices required under this Agreement or the Act. Among other things, the Contact Person shall be authorized, should Resident die, to access the Dwelling Unit at reasonable times in the presence of Owner or Owner's agent, to remove Resident's property from the Dwelling Unit, and to receive any deposit refund or accounting for the deposit. **Resident understands that pursuant to NMSA 1978 section 47-8-34.2, the failure of Resident to designate a contact person will allow the owner to discard Resident's property should Resident die.**

Name: _____

Address _____

City, State: _____ Zip: _____

Telephone : _____

This is a binding legal document. Your signature means that you have read, understood and agreed to the provisions set out above and have received a copy of this Agreement and any related documents.

OWNER/AGENT: _____

RESIDENT (S) : _____

DATE: _____

DATE: _____

CO-SIGNERS (GUARANTORS) We unconditionally guarantee all obligations of Resident(s) under the Rental Agreement set out above. We understand that our signature does not entitle us to occupy the premises, and we waive any and all notices of default which Owner would otherwise be required to give a Resident. No modification of the agreement as between Owner and Resident shall affect this guaranty. Owner may proceed directly against us for any sums owed under this agreement without first attempting to collect from Resident.

DATE: _____

DATE: _____



SECURITY GUIDELINES FOR RESIDENTS

APARTMENT ASSOCIATION
OF NEW MEXICO

In cooperation with the Apartment Association of New Mexico, the management would like you to be aware of some important guidelines for the safety of yourself, your family, and your property. We recommend that you consider following these guidelines in addition to other common sense safety practices. Inform all other occupants in your dwelling, including any children you may have, about these guidelines. **The most important safety precaution is to be aware of your surroundings at all times, avoid any questionable situations, and report any suspicious circumstances.**

PERSONAL SECURITY...WHILE INSIDE YOUR DWELLING UNIT

1. Lock your doors and latch your windows...even when you are inside.
2. If you have night locks or dead bolt locks on the doors, use them while you are inside your dwelling.
3. When answering the door, first determine who is there by looking through a window or door viewer (peephole). If the person is unknown, first talk with them without opening the door and don't open the door if you have concerns.
4. Be careful to whom you give or lend your keys, gate card, or lock combination.
5. Do not put markings on your key ring to identify your name, address, or phone number.
6. If you are concerned because you have lost your key or because someone whom you distrust has a key, ask the management to re-key the locks. You have the right to do so, provided you pay the cost of re-keying in advance.
7. Dial "911" for emergencies...or if the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and Emergency Medical Service. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Periodically check your smoke detector for dead batteries or malfunctions and check your fire extinguisher for the proper charge.
9. Periodically check your door locks, window latches, and other security devices to be sure they are working properly.
10. Immediately report to the management (in writing, dated and signed) any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems if any.
11. Immediately report to the management (in writing, dated and signed) any malfunction of other safety devices outside your dwelling unit such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passageways, broken railings, etc.
12. Close curtains, blinds, and window shades at night.
13. Mark or engrave identification on valuable personal possessions.

PERSONAL SECURITY...WHILE OUTSIDE YOUR DWELLING UNIT

14. Lock your doors while you're gone. If you have more than one door lock (such as a door handle lock and a dead bolt lock), lock both of them.
15. Leave a radio or TV playing very softly while you're gone.
16. Close and latch your windows when you are gone, particularly while on vacation.
17. Tell your roommate or spouse where you are going and when you'll be back.
18. When walking at night, walk with another person whenever possible.
19. Do not hide a key under the doormat or nearby flowerpot. (That is the first place a burglar will look.)
20. Do not give entry codes or electronic gate cards (where applicable) to guests or strangers.
21. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
22. Let the manager and your friends know if you are going to be gone for an extended time. Ask your neighbors to keep an eye on your dwelling unit since the management cannot assume that responsibility.
23. While on vacation, make arrangements for your newspaper delivery to be stopped or have a friend pick your newspaper up on a daily basis.
24. While on vacation, make arrangements for your mail to be picked up by a friend or temporarily stopped by the post office.

PERSONAL SECURITY...WHILE USING YOUR CAR

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Whenever possible, do not leave any visible items in your car, such as cassette tapes or CDs, wrapped packages, briefcases, purses, etc.
27. Do not leave your keys in the car.
28. Carry your key ring in your hand while walking to your car...whether it is daylight or dark...and whether you are at home, school, work, or on vacation.
29. Whenever possible, park your car in an off-street parking area rather than on the street. If parking on the street, park close to a nearby streetlight.
30. Remember to check the back seat before getting into your car.
31. Do not stop at gas stations or automatic teller machines at night...or at any time of the day, if there is any suspicion of danger.

PERSONAL SECURITY AWARENESS

There is no such thing as a failsafe security system. Even the most elaborate of security precautions (such as alarm systems, security guards, patrol cars, or electronic gates) are not guarantees against crime. You should always proceed as if such security systems do not exist. All systems are subject to mechanical malfunctions, tampering, human error, and personnel absenteeism. The best safety measures you can take are the ones you yourself can perform as a matter of common sense and habit. Please carefully consider and follow these suggestions.

Owner makes no express or implied warranties of security.

*This form was prepared by the Apartment Association of New Mexico which assumes no liability whatsoever arising from its use.
Consult your own legal advisor regarding the use and effect of this Agreement.*

WHITE - Owner YELLOW - File PINK - Resident

Los Alamos Apartments