

RESIDENTIAL LEASE

THIS LEASE is executed this _____ day of _____, 20____, by and between Highland Real Estate LLC as "Lessor" and _____ as "Lessee".

1. Premises. Lessor leases to Lessee the premises listed as Exhibit "A" hereto, and located at _____, Las Vegas, NM, hereinafter known as the "Premises".

2. Term. The term of this Lease shall be for a period of _____ (____) years/months, beginning the ____ day of _____, 20__ and ending on the ____ day of _____, 20__.

3. Rent/Deposit. Lessee shall pay to Lessor, as rent, the total sum of _____ Dollars (\$_____) payable at the rate of _____ Dollars (\$_____) per month. Rent shall become due on or before the _____ day of each month and shall be past due on the _____ day of each month and thereafter Lessee shall pay Lessor a Ten Dollars (\$10.00) per day late fee for each day the rent is past due. All rents shall be payable by mail to Lessor at 927 Palo Verde Dr., Las Vegas, NM 87701, or in person at _____ (Address). At the commencement of the term of this Lease, Lessee shall pay to Lessor a deposit in the amount of _____ Dollars (\$_____).

4. Use. Lessee agrees to use the Premises for a residence and for no other purpose without first obtaining written consent of Lessor. The total number of occupants shall not exceed _____ (____) persons. The Premises shall be used by Lessee in such a manner as to comply with all local, county and state laws and Lessee shall not use the Premises or permit them to be used in any disorderly or unlawful manner, or for any unlawful manner, or for any purpose, or in any manner offensive to other occupants of the Premises.

5. Insurance.

- A. Under no circumstances shall Lessor be responsible for damage of any type to Lessee's contents.
- B. Any damages to the Premises caused by Lessee, their guests or invitees shall be repaired by Lessee or their agents at their expense. Should Lessor be required to make such repairs, all related expenses shall be reimbursed by Lessee to Lessor.

6. Inspection of Premises. Lessor shall have the right to give reasonable notice and to enter upon the Premises during normal business hours to inspect the same.

7. Condition of Premises.

- A. Lessee has examined the Premises and the structures thereon and accepts the property "as is", without any representation or warranty, express or implied, in fact or by law, as to the nature, condition or usability of the Premises or the uses to which the Premises may be put. The Lessor has no obligation to make any additional repairs, alterations or additions before the Lessee's occupancy.
- B. At all times during the term of this Lease Agreement it shall be Lessee's responsibility to maintain the grounds including, but not limited to, yard work immediately around the main residence.

8. Restrictions on Lessee.

- A. Lessee shall not, without Lessor's written consent:
 - 1. Do or suffer anything to be done on the Premises which will increase the rate of fire insurance on the building;
 - 2. Permit the accumulation of waste or refuse matter;
 - 3. Abandon the Premises or suffer the Premises to become vacant or deserted; or
 - 4. Discontinue any utility service to the Premises.
 - 5. Change or place additional locks on the Premises. All keys delivered to the Lessee must be returned to Lessor at the termination of this Lease Agreement. Lessee shall pay Lessor the sum of _____ Dollars (\$_____) for each key not returned.
 - 6. Mark, drive large nails, screws, or drill into the walls, or in any way deface the Premises, or any of its equipment, appurtenances, or fixtures.
 - 7. Assign, mortgage, pledge or encumber this Lease, in whole or in part. This Covenant shall be binding upon the legal representatives of Lessee, and upon every person to whom Lessee's interest under this Lease passes by operation of law.
 - 8. Sublet the leased Premises in whole or in part, without first obtaining the written consent of Lessor, and any attempted subletting without such consent shall be void. If Lessor consents to subletting,

the sublessee shall agree not to sublet. Lessee's interest hereunder shall not be transferable by operation of law, except with Lessor's written consent.

B. Lessee shall:

1. Keep that part of the Premises that Lessee occupies and uses, as clean and safe as the condition of the Premises permit and, upon termination of the residency, place the dwelling unit in a clean condition, except ordinary wear and tear.
2. Keep the plumbing fixtures clean in the dwelling unit, which are used by the Lessee.
3. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances on the Premises.
4. Conduct himself/herself and require that other persons on the Premises conduct themselves in a manner that will not disturb neighbors.
5. Inform Lessor promptly of maintenance requirements that are the responsibility of Lessor. The expense in remedying any breakage or damages resulting from violation of these rules shall be borne by Lessee.

9. Indemnification. Lessee agrees that Lessor shall not at any time or to any extent whatsoever, be liable, responsible, or accountable for any loss, injury, death or damage to persons or property, from any cause or causes whatsoever, except that caused by the negligence of Lessor, its agents or employees/invitees/guests, which at any time may be suffered or sustained by Lessee, or by any person who, at any time, may be using, occupying or visiting the Premises, and Lessee agrees to indemnify and save Lessor harmless from any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage, except that caused by the negligence of Lessor, its agents or employees/invitees/guests, however occurring. Lessee agrees to pay for all damages done to the Premises or the building by Lessee or by any person or persons permitted on the Premises by Lessee.

10. Utilities. Lessee agrees to pay promptly all utility and other charges of whatsoever nature, including electrical, gas, garbage, sewer, telephone and other services which may be incurred in connection with its use of the Premises and to save the Lessor harmless therefrom.

11. Bankruptcy or Assignment by Lessee. If Lessee makes an assignment for the benefit of creditors or is adjudged bankrupt either by voluntary or involuntary proceedings, or if otherwise a receiver be appointed for Lessee by any Court of competent jurisdiction because of Lessee's insolvency, the occurrence of any such event shall be deemed a breach of this Lease, and, in such event, Lessor shall have the option to forthwith terminate this Lease and to re-enter and take possession of the Premises. This Lease shall not be deemed an asset of Lessee's after such assignment for the benefit of creditors, adjudication and bankruptcy or appointment of a receiver.

12. Legal Fees. If either party is required to seek legal action to enforce the provisions of this Lease, the defaulting party shall be responsible for all costs including reasonable attorney's fees.

13. Holding Over: The holding over by Lessee after the expiration of this Lease, whether with or without the consent of Lessor, shall not operate to extend or renew this Lease, and any such holding over shall be construed to be a tenancy from month to month at a monthly rental of twice the amount listed herein as the rental amount. Such amount is payable in advance and such tenancy shall be subject to all of the terms, conditions, covenants and agreements of this Lease.

14. Default by Lessee.

A. If Lessee defaults in the payment of rent or additional rent, or defaults in the performance of any of the covenants or conditions hereof, Lessor may give to Lessee notice of such default and if Lessee does not cure any rent or additional rent default within three (3) days or other default within thirty (30) days, after the mailing of such Notice (or if such other default is of such nature that it cannot be completely cured within such three (3) days, if Lessee does not commence such curing within thirty (30) days, and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than seven (7) days notice to Lessee and on the date specified in the Notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If Lessor terminates this Lease, it may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

B. Lessor's remedies hereunder are in addition to any remedy allowed by law.

C. If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the

reasonable amount of all expenses, including attorney's fees, incurred by Lessor in doing so shall be deemed additional rent payable on demand. Reasonable notice for the purposes of this provision shall mean three (3) days.

15. Waiver. The failure of either party to insist on strict performance of a covenant or condition hereof, or to exercise an option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.

16. Collection of Rent from Assignee.

A. If the Premises are sublet or occupied by anybody other than Lessee and Lessee is in default hereunder, or if

B. This Lease is assigned by Lessee, then Lessor may collect rent from the assignee, sub-tenant or occupant, and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of such assignee, sub-tenant or occupant as Lessee, or a release of Lessee from further performance of the covenants herein contained.

17. Notice. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by Certified Mail in a post paid envelope addressed to the parties at the addresses set forth below or at such other addresses as Lessee or Lessor, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery thereof, and if mailed, upon the third day after the mailing thereof.

18. Constructive Eviction. Lessee shall not be entitled to claim a constructive eviction from the Premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, Lessor has failed within a reasonable time after receipt of the notice to remedy such conditions.

19. No Representations. Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the party making such representation or promise.

20. Successors. The provisions of this Lease shall apply to, bind and inure to the benefit of Lessor and Lessee, and their respective heirs, legal representatives, successors and assigns.

21. New Mexico Landlord-Tenant Law. This agreement is subject to the provisions of the New Mexico Uniform Owner Resident Relations and Landlord Tenant Law Act, §47-8-1, et seq., NMSA 1978 as amended.

Dated this _____ day of _____, 20__.

Highlands Real estate LLC,

LESSOR: By: _____

LESSEE: _____