



**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY MANAGEMENT AGREEMENT – 2012  
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.





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**1. PARTIES.** \_\_\_\_\_

("Owner") grants to the undersigned Broker the exclusive right to rent and manage as agent for Owner the Property described in paragraph 2, subject to the terms and conditions of this Agreement. By way of this Agreement, it is the intention of the Parties to create an agency agreement/relationship by and between Owner and Broker.

**2. PROPERTY.**

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description \_\_\_\_\_

or metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

**3. TERM.** The term of this Agreement will begin on \_\_\_\_\_, \_\_\_\_\_, and will terminate at 11:59 pm Mountain Time on \_\_\_\_\_, \_\_\_\_\_. Unless written notice of termination is given no later than 30 days prior to the end of the term, at the end of the term set forth above, this Agreement shall become month to month. This Agreement may be terminated on thirty (30) days written notice by either party.

**4. BROKER OBLIGATIONS.** Broker agrees to:

**A. RENT.** Accept the management responsibility for the Property and furnish services for the renting, operation, and management of the Property; rent the Property and sign, renew, and/or terminate rental agreements, with a maximum term of \_\_\_\_\_; impose late charges and returned check fees and disburse them as follows:

**B. DEPOSIT FUNDS.** Deposit all collections 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. Owner agrees to provide any funds needed that are not available in the trust account.

**C. ACCOUNT.** Render monthly statements of receipts, charges and expenses to Owner, on or before the \_\_\_\_\_ day of each month. 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 with 60 days of the termination.

**5. OWNER GRANT OF AUTHORITY AND BROKER OBLIGATIONS.** Regarding management of the Property, Owner hereby grants to Broker the authority to and Broker hereby agrees to contract in Owner's name and unless otherwise provided, at Owner's expense, and to:

**A. ADVERTISE.** Advertise the Property and display signs thereon, if permitted.

**B. MAINTAIN AND REPAIR.**

(1) Make or provide all necessary maintenance, minor alterations, repairs, replacements, and utility services to preserve the Property in its present condition as required to comply with the rental agreements, or as required by law.

(2) Negotiate contracts for non-recurring items not exceeding \$ \_\_\_\_\_ per item, and to enter into agreements on behalf of Owner for necessary repairs, maintenance, minor alterations, replacements, and utility services. Broker shall pay all bills from the trust account provided funds are available. Broker shall pass on to Owner any rebate or discount which Broker shall obtain.

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(3) Engage and discharge other persons or firms to perform services or improvements to the Property. 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, nor shall Broker be liable for acts or omissions on the part of persons engaged to perform services or improvements to the Property.

**C. RECOVER POSSESSION.** Institute and prosecute actions to the extent permitted by law to remove tenants and to recover possession of the Property or recover rent and, when expedient, to settle, compromise and release such actions.

**D. SHORT TERM RENTALS.** Collect New Mexico Gross Receipts Tax (GRT) and Lodger's Tax from Tenant and report and pay, at Owner's expense, GRT and Lodger's Tax due on all receipts derived from reservations in accordance with New Mexico law.

**6. COMPENSATION.**

**A.** In return for renting and managing the Property, Owner agrees to pay Broker \_\_\_\_\_ plus applicable gross receipts taxes in the following manner:

**B.** In return for any required negotiation or supervision of repairs or improvements, Owner agrees to pay Broker \_\_\_\_\_ plus applicable gross receipts taxes.

**C.** If the event of termination of this Agreement by Owner for any reason, Owner will pay Broker (plus applicable gross receipts taxes).

- With respect to existing lease: \_\_\_\_\_
- With respect to renewals: \_\_\_\_\_
- Other \_\_\_\_\_

**D.** Other fees charged to Owner: \_\_\_\_\_

**7. FEES RETAINED BY BROKER.** The following fees will be charged to Tenant and retained by Broker:

- Late Fees  Other \_\_\_\_\_
- Insufficient Funds  Other \_\_\_\_\_

**8. 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 and from liability from injuries suffered by any person as a result of Owner's negligence, to the extent permitted by New Mexico law.

**9. 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.

**10. LEAD-BASED PAINT**

**A. DISCLOSURE AND INFORMATION REQUIREMENTS.** If a residence on the Property was constructed prior to 1978, the Owner must PROVIDE Tenant with, 1) A pamphlet ("Protect Your Family From Lead in Your Home"); 2) Disclosure of known presence of Lead-Based Paint and Lead-Based Paint hazards; and 3) Copies of all reports and records available to Owner pertaining to Lead-Based Paint and Lead-Based Paint hazards on the Property.

**B. RENOVATION, REPAIR AND PAINTING.**

(i) If the Property falls under the Lead-Based Paint Renovation, Repair and Painting (Program), Broker will conduct all renovations, repairs and painting to which the Program applies in compliance with the Program. Refer to RANM Form 2315, Lead-Based Paint (LBP) Renovation, Repair and Painting Information Sheet for more information on the Program. **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 the Property Manager's knowledge and written consent.**

(ii) If the Property falls under the Program AND there have been renovations or repairs made to the Property that are governed by the Program, complete **(UNLESS OTHERWISE DIRECTED BY THE FORM)**, RANM Form 5112 A, 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.

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Have there been any renovations or repairs on the home that disturbed more than six (6) square feet inside the home and/or twenty (20) square feet outside the home since April 22, 2010?  Yes  No.

If yes, complete and attach RANM Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum.

**11. 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 prohibit 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.

**12. PROPERTY LIENS.** Owner  is  is not current on any loan(s) secured by the Property. Owner will notify Broker immediately upon receipt of any notice. In the event of any Lis Pendens or foreclosure action against Property, Broker is authorized to notify the Tenant(s) and Owner may agree to allow Broker to release Tenant(s) from the Rental Agreement.

**13. 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.

**14. DEPOSITS; REFUND.**

A. All deposits requested from tenants and required by their rental agreements must conform to the limits imposed by the Uniform Owner Resident Relations Act and the Federal Fair Housing Act.

B. During the term of this Agreement, deposits will be held by \_\_\_\_\_  
If Broker holds the deposits, the rental agreements between Owner and tenants must expressly allow Broker to deliver deposits to Owner at the termination of this Agreement.

C. 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. Broker will deliver deposits to Owner upon termination of this Agreement.

**15. SERVICEMEMBERS CIVIL RELIEF ACT.** Under the Service Members 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, Servicemember Civil Relief Act Information Sheet.

**16. 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.

**17. 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.

**18. MISCELLANEOUS.** "Delivered" means personally delivered, delivered by facsimile, mailed postage prepaid or by any method where there is evidence of receipt. Time is of the essence of this Agreement. This Agreement represents the entire agreement of the parties and supersedes all prior agreements or representations that are not expressly set forth in this Agreement.

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**19. ADDITIONAL TERMS.**

**BROKER**

Property Management Firm \_\_\_\_\_

By (Print) \_\_\_\_\_ Broker  is  is not a REALTOR®

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

**OWNER**

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Owner Names (Print) \_\_\_\_\_

Email Address \_\_\_\_\_

Owner Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Owner Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Fax \_\_\_\_\_

Owner Social Security Number or Tax Identification Number \_\_\_\_\_