

**RENTAL MANAGEMENT SERVICES, INC.**  
7111 4<sup>TH</sup> ST NW  
ALBUQUERQUE, NM 87107  
(505) 898-1188

## **MANAGEMENT POLICIES**

### **ASSIGNMENT OF RIGHTS**

In order for us to act on an owner's behalf, the owner will be required to give us limited rights. Because of the problems getting documents notarized, we have eliminated the need for a power of attorney in favor of the assignment of rights. It is similar to a power of attorney, but does not require signatures to be notarized.

### **MANAGEMENT FEES**

Our monthly management fee is payable when the rent payment is received. It is automatically deducted from the owner's account at the time the rent payment is posted. However, since one of our jobs is keeping the property occupied, we do not take our management fee as long as a property remains vacant.

We are available for management of vacant properties that are not being held out for rent. Fees for that service are established at a flat rate.

### **RENT COLLECTIONS**

All rent is due on the first of each month and is considered late if received after the third business day of the month. Three-day notices are generally delivered around the sixth of the month. Eviction proceedings are initiated if the tenant does not make immediate arrangements for payment of the rent. Late fees and associated penalties are kept by the broker to cover administrative costs involved in the collection of unpaid rent such as having to attend court hearings on behalf of the owner. The broker also retains charges for NSF checks and late fees on NSF checks.

### **LEASING**

We pride ourselves on the quality of tenants we are able to attract, which is a direct result of our extensive tenant screening procedures. Applicants are required to complete a Rental Application in order to provide credit information and references. A credit check is made on every prospective tenant. We explain to all applicants that prompt rent payment will help maintain their good credit rating. A fee for the credit report and an application deposit is normally taken at the time the Rental Application is filled out. This is an act of good faith by the tenant and covers the cost of the credit report if the applicant proves to be unqualified to lease your property. Once a tenant's Rental Application has been approved, an appointment is made to sign the actual Lease Agreement. We have found that this extra personal attention to the tenant's needs greatly reduces misunderstandings and eliminates many potential problems. This also gives us a chance to answer any questions and to carefully explain the tenant's responsibilities as well as our company policies and procedures. A copy of the Lease Agreement will always be sent to the owner with the next accounting statement. We then conduct a thorough move-in inspection using the Property Condition Report with the tenant. This gives us another opportunity to encourage the tenant(s) to take pride in their leased home.

## **FAIR HOUSING**

*State and Federal Housing Laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to acquire or rent and maintain particular real property or housing accommodation. As licensees we follow these established fair housing guidelines explicitly.*

## **LEASING FEE**

A leasing fee of up to 20% of one month's rent is charged for any lease after the first tenant is in place. There is not a leasing fee for annual renewals for current tenants, only when vacancies occur.

## **DOOR LOCKS**

All entry locks will be changed (re-keyed) at the owner's expense prior to the first tenant and will be re-keyed for each subsequent tenant.

## **DEPOSITS**

As additional protection, an appropriate deposit is collected from a prospective tenant upon completion of the Rental Agreement. The amount of the total deposit is based on the monthly rental rate. In most cases, the deposit is equal to one month's rent. Pet deposits are not taken because New Mexico law requires passbook interest to be paid on deposits in excess of one month's rent. If an owner is holding a deposit for tenants who are remaining in the house after we take over management, that deposit must be sent to us for deposit in our trust account. We will notify the tenant in our letter of introduction that we now hold their deposit. We will use the deposit to return the property to its condition prior to the tenant's occupancy with the exception of normal wear and tear. The owner will be charged for the normal wear and tear, deep cleaning, and any deferred maintenance performed while the home is vacant. The owner will also be charged for re-keying the locks on all keyed exterior doors between tenants. Any deposit remaining after cleaning and repairs are made will be applied to back rent if any is owed. **If the tenant's deposit does not cover all cleaning and repairs, those charges will be passed on to the owner.** If we recover those funds at a later date, the owner will be reimbursed.

## **DEBT COLLECTIONS**

A professional collection agency can be used as an agent to collect on all past due accounts. The fee for their service is normally 50% of the amount owed. We do not turn debits over to them until we have exhausted all reasonable attempts to collect the debit. Our lease provides for the cost of collection to be added to the balance due.

## **ACCOUNTING SERVICES**

Every transaction affecting a property accounting balance is recorded and explained in detail. Accounting is done on a single-entry cash basis with a separate income and expense ledger maintained for each property. We open another income and expense ledger in the owner's name (in addition to the property ledger). This enables us to transfer funds to and from a property without intermingling accounting transactions with the owner's other properties that we manage. As a result, each property always has its own complete and separate accounting records.

Copies of all work orders and receipts are kept on file throughout the year. We will provide a copy of invoices if the computer description does not fully explain what was done with the exception of all utilities and winter heater conversions and summer air conditioner conversions.

In addition to the monthly statements described in the next section, we also provide a complete account summary at the end of the year. These year-end statements show each type of accounting transaction posted to the property during the year as well as a summary of all transactions by specific accounting code (total rent received, total mortgage payments made, total plumbing expense, and so on). These statements have been specially designed to simplify the year-end tax preparation job for the owner or owner's accountant.

As required by Internal Revenue Service regulations, we prepare and submit a 1099 MISC Form showing the gross rent income that we collect on the owner's behalf during the year. A copy of this form is sent with the year-end statement. To insure we have the owner's social security number, we require a **Form W-9 - Request for Taxpayer Identification Number and Certification** be completed and returned to our office with the completed management contract.

## MONTHLY STATEMENTS

Our software enables us to provide a concise, accurate, and easily understandable statement of account activity each month. Statements and rental proceeds are normally sent between the 10<sup>th</sup> and 15<sup>th</sup> of each month. Occasionally, a statement will be held for a few days because of a late rent payment or to allow for a rent check to clear our bank. In most cases, late rent proceeds are paid eight days after we have deposited the tenant's check.

We retain a minimum of \$200.00 (\$100 for owners with multiple properties) in each property account to pay for incidental expenses for each property. The retained funds used during a monthly rental period will be replaced from the monthly rent proceeds received. If the account has a debit balance, the owner will be billed for the amount due. The retained balance will be replaced out of any future rent proceeds received. The monthly statement will also include a check for any rent proceeds above the minimum retained balance unless the payment is sent directly to the owner's bank. Accounts that have a debit balance will be billed for the amount due on the monthly statement. The invoiced amount is due and payable upon receipt. THE NEW MEXICO REAL ESTATE COMMISSION PROHIBITS MANAGERS FROM LOANING OWNERS MONEY. ANY DEBIT LEFT UNPAID AFTER BILLED IS VIEWED AS A LOAN. **Accounts left unpaid after the 1<sup>st</sup> day of the month following the date of the statement will be charged a late fee of 4% per month of the unpaid balance (APR 48%).**

These statements show every transaction posted to an owner's account since the last statement. Each transaction is described as simply as possible but it is impossible to have a line item description for every eventuality. So occasionally we have to use miscellaneous entry line item codes. Copies of work orders and invoices are kept on file and are not sent with the statement unless the computer description is in our judgment, inadequate. When we bill the tenant for utilities, rent or repairs, these charges are billed through the property ledger and paid from the owner's funds. When the tenant pays the debit, it is credited to the property, reimbursing the owner. When those reimbursements are posted they cancel out the expense/repair as a tax-deductible item. At the broker's discretion, a 1½-% finance charge will be assessed and retained by broker on tenant accounts with unpaid balances, other than rent, over 30 days past due for balance s above \$200.

If a discrepancy is noted on a monthly statement the owner should contact us immediately for clarification or correction.

## VACANCIES

Our software enables us to monitor our lease expiration dates carefully. We do not ordinarily allow our leases to lapse into a month-to-month tenancy. There are some circumstances that arise such as, allowing a month-to-month tenancy until a more favorable time of year to negotiate a new lease or the owner may want to put the house on the market for sale. About 60 days before a tenant's Lease Agreement is due to expire, we send a letter to the owner with our recommendation for rent increases,

lease terms, etc. We need to have owner's written reply by the 15<sup>th</sup> of the following month. If we do not hear back from the owner we will assume the owner has no objections. We will then notify the tenant that they are being offered a lease renewal. Their lease renewal describes any rent increase or any other changes in the terms or conditions of the lease. If the new lease is declined, the tenant is required to give us a 30-Day Written Notice before the present lease expires. This helps prevent unexpected vacancies and gives us adequate time to prepare the property and market it for lease. It also helps prevent the needless loss of revenue due to unexpected vacancies.

If a tenant chooses to vacate, the property must pass a thorough checkout inspection before the tenant is released from the Lease Agreement and their security deposit returned. This minimizes the preparation and turn-around time before a property is re-leased. The inspection will not be made until the tenant has removed all furnishings and other personal belongings. The tenant is not allowed to re-enter the property once the inspection is complete. Vacancies are advertised until rented. We use most available media such as yard signs, flyers to other real estate companies, and classified listings in both the Albuquerque Journal and the Rio Rancho Observer. We also advertise on the Internet at our website, [www.rmsi2000.com](http://www.rmsi2000.com). We pay a referral fee to licensed agents for tenant referrals. We normally use and pay for generic advertising. If an owner wants a specific newspaper or website ad for their property, we will place the ad and charge the owner's account. We maintain careful control of each vacant property so only licensed employees of RMSI will show the vacant property to prospective tenants. We do not normally issue keys to other agents or to prospective tenants. If the property is occupied, we make an appointment with the current tenant, unless we have received permission to show the property in their absence. **Our main purpose as property managers is to keep an owner's property occupied and to minimize any vacancies. If an owner makes a decision that affects the status of a property the owner must let us know immediately so we can flag the property. We sometimes have homes re-leased within hours after being notified of an upcoming vacancy. Consequently, we might get a new lease in effect that could conflict with the owner's plans to take possession or sell.**

## INSURANCE

In addition to Fire and Extended Coverage insurance policy, we require an owner to maintain a policy of comprehensive property liability coverage with Rental Management Services, Inc. named as co-insured on the policy. This coverage protects the owner against a wide range of losses caused by unintentional hazards or unsafe conditions on the property. The coverage the owner had while residing in the house is not the same coverage needed when a house is converted into a rental property. It is a good idea to have insurance to cover property damage while the house is vacant as well as damages in excess of the deposit held for tenant-caused damages. The Owner should also consult with an insurance agent about "Lost Rent Coverage" and "Tenant Damage Exceeding Deposit."

**Each insurance provider seems to have a different way of including a property manager on a rental policy. STATE FARM for instance uses the term "Servicing Agent." We do not care how the identification is handled as long as the end result is the same. THERE IS NO COST INVOLVED IN ADDING YOUR RENTAL AGENT TO THE POLICY. As co-insured, the insurance carrier will mail a proof of insurance certificates to us. In the interim the owner is to provide us with the carrier's name, policy number and agent.**

## MORTGAGE PAYMENTS

At the broker's discretion, we will make the mortgage payment on a property. The owner must supply us with the necessary mortgage payment coupons provided by the mortgage company. **Our main requirement is that a rental property account must have and maintain a positive cash flow. If the property has a consistent negative cash flow each month, we will return the mortgage coupons to the owner to make the mortgage payments.**

The payment will be deducted from your account balance automatically on or about the 5<sup>th</sup> of each month. Most mortgage companies have a grace period until the 15<sup>th</sup> of the month. We cannot be held responsible for mail service. To insure an owner is not charged additional charges for late payments, we suggest that the owner be one mortgage payment ahead. This policy also applies to association fees.

RENTAL MANAGEMENT SERVICES, INC  
71114<sup>TH</sup> ST NW  
ALBUQUERQUE, NM 87107

REAL ESTATE MANAGEMENT CONTRACT

Revised 09/05/03

**PARTIES:**

This agreement dated \_\_\_\_\_ for reference purposes only between \_\_\_\_\_ hereinafter called Owner(s) and **RENTAL MANAGEMENT SERVICES, INC.** herein-after referred to as **RMSI** or Broker (the Parties), whereby Owner employs Broker as Owner's exclusive agent to manage the real property situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of **NEW MEXICO**, described as \_\_\_\_\_. Upon the terms set forth herein beginning \_\_\_\_\_ and ending \_\_\_\_\_ and for annual periods thereafter, unless sooner terminated as provided for in the Termination Clause below.

**Disclosure of Information on Lead-Based paint and/or Lead-Based Paint Hazards**  
**Lead Warning Statement**

*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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

\_\_\_\_\_ **I certify that the house was built after 1978.** (Answer the following questions only if home was built in 1978 or prior years)

**Lessor's Disclosure**

**(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):**

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) \_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**(b) Records and reports available to the lessor (check (i) or (ii) below):**

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

**Agent's Acknowledgment**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**BROKER'S OBLIGATIONS:**

Owner hereby confers upon the Broker the following duties, authority and powers:  
**LEASING.** To advertise the availability for rent of the property or any part thereof and at Broker's discretion to display "For Rent" or "For Lease" signs thereon. To execute leases with terms which normally do not exceed **ONE (1)** year and execute renewals or cancellations of leases relating to the property. To terminate tenancies and to sign and serve for the Owner such notices as Broker deems appropriate. To institute legal actions in the name of the Owner, to evict tenants and recover possession of the premises, to recover rents and other sums due under the terms of

the lease, and to settle, compromise and release such actions.

**RENTS.** To collect rents and to collect and disburse security and other deposits and to deposit all receipts collected for Owner in a trust account with a qualified banking institution. Broker shall not incur any liability for bankruptcy or failure of the depository.

**MAINTENANCE.** To employ Independent Contractors as required for the operation and maintenance of the property. It is agreed that all employees not classified as Independent Contractors shall be deemed to be Owner's employees.

**SERVICE CONTRACTS.** To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the Broker shall deem advisable and/or necessary. Broker shall place gas and/or electric service in "Landlord Standby" in the Owners name with service billing to be mailed to the office of **RMSI**. Swimming pools and hot tubs must have service contracts to insure proper maintenance.

**BROKER IS NOT RESPONSIBLE FOR LANDSCAPING, POOLS OR HOT TUBS.**

**REPAIRS.** To employ Independent Contractors as required to make repairs and perform decorating and alterations. Broker agrees to obtain Owner's prior authorization for any expense item in excess of **\$200.00**, except monthly or recurring operating charges or emergency repairs. If the Broker deems such expenditures in excess of the above amount necessary to protect the property from damage or to perform services to the tenants as provided for in their lease or required by New Mexico Statutes, the expenditure will be made without owners advance approval.

In the event the Owner is not reasonably available for consultation, the expenditure will be made without owners advance approval.

**PERIODIC STATEMENTS.** To render periodic itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. IN THE EVENT DISBURSEMENTS SHALL EXCEED RECEIPTS, OWNER SHALL PROMPTLY REMIT SUCH EXCESS TO THE BROKER. Owner assumes full and complete responsibility for the payment of any and all expenses and obligations incurred in connection with the exercise of Broker's duties set forth herein. SEE "OTHER TERMS" PARAGRAPH 11 FOR LATE PAYMENT PENALTY ON FUNDS PAYABLE TO THE BROKER.

The broker will retain up to **\$200.00** per property managed in the owner's account to pay incidental expenses for the property. The retained balance will be replaced from monthly rent proceeds.

The mailing address for the monthly statement is: \_\_\_\_\_  
The Owner's phone numbers are: Home \_\_\_\_\_ Work \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_

If the monthly rental proceeds are to be sent to a different address or bank, that information must be provided to the broker in writing.

**OWNER'S OBLIGATIONS:**

**1. BROKERAGE FEES.** Owner recognizes Broker as his agent in any negotiations relative to the property or any part thereof. Owner agrees to pay Broker a fee or fees for services rendered at the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Broker from receipts.

**a. Management.** 10% of any rents collected. Late payments fees, NSF Check charges, etc., shall be retained by the Broker to offset expenses in delivering notices and court proceedings.

**b. Leasing.** At the Brokers discretion, a fee not to exceed 20% of one-month's rent may be charged for the leasing of any property to a new tenant.

**c. Sale or Exchange.** If the Property herein described is sold, transferred or exchanged by any person; to any person, firm or corporation with whom the Broker has negotiated for the purchase of this Property during the term of this agreement, or

who has been a tenant within the past 12 months. **Owner agrees to pay Broker a sales Commission of 3% of the gross sales price or exchange value.**

**d. Initial set-up fee. 10% of proposed first month's rent to be paid upon execution of this agreement. This is a one-time fee.**

**DATA AND RECORDS.** Owner agrees to make available to Broker all data, records and documents pertaining to the property, which the Broker may require to properly exercise his duties hereunder.

**INSURANCE.** Owner shall obtain and keep in force a policy of comprehensive public liability insurance **with Rental Management Services, Inc. named as CO-INSURED or ALSO INSURED on the policy. (This action includes RMSI on your policy at no additional expense to you)** Coverage of not less than \$300,000 for injury or death to any one person in any one accident or occurrence and \$500,000 for injury or death of more than one person in any one accident or occurrence. Such insurance is in addition to property damage coverage.

**OTHER TERMS:**

1. All fees for services rendered and any charges for materials provided shall include the applicable New Mexico Gross Receipts Tax.
2. Broker to initiate and pay for normal advertising, which shall be generic in nature. Special advertising requested by the owner, which specifically identifies the property, shall be billed to the owner.
3. Broker to transfer utilities to his accounts or Landlord Standby when property is vacant. Owner agrees to reimburse Broker for any utility payments made on the Owner or Tenants behalf.
4. Property is presently rented at \$\_\_\_\_\_ per month.
5. Property is to be rented at \$\_\_\_\_\_ to \$\_\_\_\_\_ per month. Broker to adjust rents to meet current market conditions.
6. Deposit held is presently \$\_\_\_\_\_. Owner is to transfer any deposit held to the Broker for deposit in Broker's trust account.
7. At Broker's discretion, Owner may be asked to provide a suitable refrigerator should tenant not have one.
8. All entry lock must be changed, at the owner's expense, before a new tenant takes possession. (A court case in 2000 found manager and owner liable for negligence after someone who used previous tenant's key copy in order to commit a crime.)
9. **Owner to provide proof of liability insurance coverage, including policy number and agent's name and phone number.**

Owner to pay City Services as follows: (select one)

\_\_\_\_\_ Water/Sewer/Refuse (if applicable)

\_\_\_\_\_ WATER ONLY for the period 4/1 through 10/1 each season.

\_\_\_\_\_ None paid.

10. Specific restrictions on the property: \_\_\_\_\_
11. Owner is obligated to reimburse Broker for any cleaning, repairs, or other legitimate expenses upon receipt of their monthly statement. The Owner is also responsible for unpaid utilities, cleaning and repairs, etc. not paid by tenant after disbursement of tenant's deposit. **Any balance due to the broker, not paid by the 1st day of the month following the mailing of the monthly statement requesting payment will be charged a late fee of 4% per month on the unpaid balance (APR 48%).**
12. Permission is granted to co-mingle funds among owner's properties as long as separate accounting for each of the owner's properties is maintained.
13. The owner acknowledges the Broker is charging late charges on past due tenant accounts and re-letting fees from tenants who break their lease. These receipts are administrative charges for the broker and not receipts to the owner.
14. Owner(s) will accept \_\_\_\_\_ will not accept \_\_\_\_\_ HUD Subsidized Housing Allowance.

**DISBURSEMENT OF FUNDS:**

Broker is hereby directed to pay all expenses, costs and fees promptly as they become due from the rent and revenues received from the Property. The Broker is to disburse the net proceeds from the Property on a MONTHLY basis to the Owner or such person or corporation designated by the Owner.

**ASSIGNMENT OF RIGHTS:**

Owner hereby assigns and conveys to Broker as his true and lawful agent all the rights, title and interest the owner has in the leased premises to do and perform any and all acts necessary and incidental for the Broker to perform all duties included in the leasing of the property described herein. Owner's assignment to Broker to act as his true and lawful agent includes but is not limited to Broker's rights to prosecute claims and actions in the Courts of New Mexico to enforce the terms and provisions of leases in places when this agreement is acknowledged or leases executed by Broker on the property leased as referenced in this agreement.

**TERMINATION CLAUSE:**

1. The Owner reserves the right for any reason after the expiration of six (6) months of the original term, to terminate this agreement upon sixty (60)days written notice to the Broker. If the Owner initiates termination, **the Owner shall pay the Broker the management fee computed at the Broker's established rate for the unexpired portion of any and all leases in existence at the time of the termination of the agreement.**
2. The Broker reserves the right for any reason after the expiration of six (6) months of the original term, to terminate this agreement upon sixty (60)days written notice to the Owner. Broker will not be entitled to management fees for the unexpired portion of any and all leases in existence at the time of the termination of the Agreement should the broker unilaterally terminate this Agreement.

**INDEMNITY PROVISION:**

Rental Management Services, Inc. shall not be liable to Owner for any damage or injury to Lessee or Owner's property caused by or arising from the condition of the Demised Premises or by the act, omission or negligence of occupants of any improvements hereafter located on said premises or by occupants of adjacent or nearby buildings or by the owners of adjacent or nearby property. Nor is Rental Management Services, Inc. liable to Owner for any damage or injury to its property occasioned by any happening to or upon the Demised Premises. Owner will hereby waive all claims against Rental Management Services, Inc., for any such damages or injury. Owner agrees that it will save harmless and indemnify Rental Management Services, Inc. from all losses, cost expense, claims, causes of action and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise arising from the omission or failure upon the part of Lessee in said premises to perform and observe any stipulation, condition or provision of the RMSI lease. The legal expenses and attorney's fees incurred by RMSI shall be included in the expenses for which RMSI shall be indemnified. Said expenses shall be payable to Rental Management Services, Inc. regardless of the commencement of a lawsuit.

**SAVING CLAUSE:**

Should any clause of this instrument be found invalid by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall remain valid and enforceable to the fullest extent permitted by law.

**FAIR HOUSING:**

Owner understands that State and Federal Housing Laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to acquire or rent and maintain particular real property or housing accommodation.

**AGREEMENT:**

This agreement shall be binding upon the heirs, successors or assigns, and executors of the Parties. This Contract contains the entire agreement between the Parties and may be changed only by written agreement signed by all Parties. Owner acknowledges receipt of a completed copy of this agreement. This agreement is intended to be a legally binding contract establishing an agency relationship between Rental Management Services, Inc. and you, the owner(s) of the herein-described property. If not understood seek competent advice. Nothing in this Agreement shall be construed as waiving any of the Owner's or Broker's right under the law.

**BY AFIXING MY SIGNATURE BELOW, I CERTIFY I HAVE THE AUTHORITY TO ENTER INTO THIS CONTRACT FOR THE STATED PROPERTY.**

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OWNER NAME: \_\_\_\_\_ DATE \_\_\_\_\_

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OWNER NAME: \_\_\_\_\_ DATE \_\_\_\_\_

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RENTAL MANAGEMENT SERVICES, INC. \_\_\_\_\_ DATE \_\_\_\_\_

NEW MEXICO GAS COMPANY USE ONLY:

Customer Account # \_\_\_\_\_

Credit Approval Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Effective: \_\_\_\_\_

## LANDLORD STANDBY SERVICE AGREEMENT



THIS AGREEMENT is made by New Mexico Gas Company, and \_\_\_\_\_ (“Landlord”) (each a “Party” and collectively, the “Parties”). (Name of Owner)

### Section I - Recitals

- A. Landlord owns certain rental property, as listed on Exhibit A, which is attached to this Agreement (“Property”).
- B. New Mexico Gas Company is the utility company authorized to provide gas services to the property.
- C. Landlord desires gas services to the property to continue uninterrupted when a Tenant requests that the services in Tenant’s name be discontinued.

### Section II - Agreement

NOW THEREFORE, New Mexico Gas Company and Landlord agree as follows:

- A. New Mexico Gas Company agrees not to terminate services to the property when a Tenant requests that gas services be discontinued. New Mexico Gas Company will instead transfer services into the Landlord’s name and account as of the date such services are scheduled to be discontinued. Landlord agrees to pay all of their outstanding bills prior to entering into the Landlord Standby Service Agreement by and between New Mexico Gas Company and Landlord. Landlord agrees that the services will remain in Landlord’s name until a new Tenant requests services to be placed into his or her name, or until Landlord provides written request to discontinue service in order to encourage new Tenant to place service in his or her name. See Exhibit B (Part 2).
- B. Landlord shall be liable for all bills incurred while service is in Landlord’s name.
- C. New Mexico Gas Company is not responsible for a Tenant’s delay in, or failure to, place service in their name.

### Section III – Governing Provisions

#### A. Term

This Agreement shall commence no later than five (5) business days after credit approval is verified and shall be effective for each property listed on Exhibit A until the Landlord provides written notice to New Mexico Gas Company that a listed property is no longer subject to the Agreement.

#### B. Charges and Fees

Landlord shall be charged all applicable fees to initialize gas services if services are discontinued prior to New Mexico Gas Company and Landlord entering into and executing the Landlord Standby (Gas) Service Agreement.

#### C. Notice to Discontinue Services for Non-Payment

1. New Mexico Gas Company shall not be required to notify Landlord in advance of any Tenant’s request to discontinue service. New Mexico Gas Company will however attempt to notify Landlord of any impending discontinuance of service for non-payment if an Authorization for Information Disclosure Form is signed by the Tenant and on file with New Mexico Gas Company. This provision shall apply only in instances where the Tenant who has signed the Authorization for Information Disclosure Form is the same person(s) who has requested and receives gas services for the same address. See Exhibit B (Part 1).

2. The obligations of the parties under this agreement are limited to instances where a Tenant requests gas services to be discontinued, and does not extend to instances where a Tenant's services are discontinued for non-payment.

3. If Tenant has vacated the rental property and Landlord requests to have services reconnected in the Landlord's name, New Mexico Gas Company will impose the current applicable fees and charges, as approved by the New Mexico Public Regulation Commission and will require payment of all outstanding past due amounts incurred by Landlord.

D. Request for Information

Landlord must submit a request in writing, for any updates or changes, including but not limited to, mailing address changes, phone number updates, or any other amendments or modifications to information provided to New Mexico Gas Company.

E. Limitation on Damages

Landlord and New Mexico Gas Company agree that neither party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to services provided under this Agreement.

F. Termination

Either party may terminate the Agreement by providing three (3) business days prior written notice of termination to the other party. Such termination shall not change or modify the obligations of Landlord for any services rendered on and prior to the effective date of termination.

This Agreement and all provisions shall be binding upon the parties, their executors, successors, and administrators and permitted assignees.

<b>LANDLORD</b> Signature: _____ Name (please print): _____ Date: _____ SS# or Tax ID #: _____	<b>NEW MEXICO GAS COMPANY REPRESENTATIVE</b> Signature: _____ Name (please print): _____ Date: _____
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Mailing address for Landlord:

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone number for Landlord: Daytime (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, Evening (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax number for Landlord: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail address: \_\_\_\_\_

**LANDLORD STANDBY  
 SERVICE AGREEMENT**  
 Rental Property Listing  
**EXHIBIT A**



**Please list the service address for each property to be included in the Landlord Standby Program. If you would like to have service turned on at a property currently unoccupied please indicate below. If you would like services transferred from an account currently Active in previous owner/landlord name, please provide the name of the former owner/landlord\_\_\_\_\_.**

Rental Property Address	Turn On	Rental Property Address	Turn On
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>

NEW MEXICO GAS COMPANY  
P.O. Box 97500  
Albuquerque, NM 87199-7500



**EXHIBIT B  
(Part 1)**

**AUTHORIZATION FOR INFORMATION DISCLOSURE FORM**

I \_\_\_\_\_ authorize New Mexico Gas Company to notify  
(Print first and last name)

the Landlord if Gas service is scheduled to be discontinued for non-payment at the following address:

\_\_\_\_\_

\_\_\_\_\_  
(Tenant Signature)

**EXHIBIT B  
(Part 2)**

**REQUEST TO DISCONTINUE/FORCE OFF GAS SERVICE**

*This request will turn off the gas service but will **not** terminate your Landlord Standby Contract. To terminate your contract please complete and return the Termination of Landlord Standby Agreement form.*

**Landlord/Owner:** \_\_\_\_\_

**For property located at:** \_\_\_\_\_

**PLEASE ISSUE A DISCONTINUANCE OF SERVICE ORDER FOR**

**GAS SERVICE EFFECTIVE: (date)** \_\_\_\_\_ Please allow 3 business days. (Request will not be executed if new tenant places service in their name within this period.)

\_\_\_\_\_  
(Signature of Landlord or Agent is mandatory.)

**NEW MEXICO GAS COMPANY USE ONLY:**

Discontinuance of Service Orders were placed \_\_\_\_\_ by \_\_\_\_\_

Date

New Mexico Gas Company  
Attn: Landlord Standby Dept.  
PO Box 97500  
Albuquerque, NM 87199-7500  
Phone: (888) 664-2726



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## LANDLORD STANDBY AUTHORIZATION FOR SECOND 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).)

\_\_\_\_\_, \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

Give authorization to \_\_\_\_\_  
(Name of Representative/Agent/Management Company)

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

Name of Representative and/or Company \_\_\_\_\_

Mailing address \_\_\_\_\_

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

Phone number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address (if applicable) \_\_\_\_\_

Owner's name (printed) \_\_\_\_\_

Mailing address of Owner \_\_\_\_\_

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

Home phone number \_\_\_\_\_ Fax Number \_\_\_\_\_

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



P.O. Box 97500  
Albuquerque, NM 87199-7500  
Phone: 1-888-NMGASCO

## TERMINATION OF LANDLORD STANDBY AGREEMENT

This is to notify New Mexico Gas Company that I/we are requesting to terminate the Landlord Standby Agreement for the following property(ies) effective as of \_\_\_\_\_.

**List all properties subject to the termination:**

**Service Address**

**Account Number**

_____	_____
_____	_____
_____	_____
_____	_____

Specify: If gas service is currently ON in Landlord's name,  
do you wish to have the service **TURNED OFF** ?

GAS:  Yes  No

We understand that New Mexico Gas Company requires three (3) business days' notice prior to termination of the Agreement.

**Please accept the following name and signature to terminate the Landlord Agreement.**

Name of Owner: \_\_\_\_\_

Name of Management Company \_\_\_\_\_  
(if applicable)

Please provide forwarding address and phone number for Landlord (property owner).

\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

PNM USE ONLY:

Customer Account # \_\_\_\_\_

Credit Approval Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Effective: \_\_\_\_\_

**LANDLORD STANDBY (ELECTRIC)  
SERVICE AGREEMENT**



*A personal commitment  
to New Mexico*

THIS AGREEMENT is made by Public Service Company of New Mexico, ("PNM") and \_\_\_\_\_ ("Landlord") (each a "Party" and collectively, the "Parties").

**Section I - Recitals**

- A. Landlord owns certain rental property, as listed on Exhibit A, which is attached to this Agreement ("Property").
- B. PNM is the utility company authorized to provide electric services to the property.
- C. Landlord desires electric services to the property to continue uninterrupted when a Tenant requests that the services in Tenant's name be discontinued.

**Section II - Agreement**

NOW THEREFORE, PNM and Landlord agree as follows:

- A. PNM agrees not to terminate services to the property when a Tenant requests that electric services be discontinued. PNM will instead transfer services into the Landlord's name and account as of the date such services are scheduled to be discontinued. Landlord agrees to pay all of their outstanding bills prior to entering into the Landlord Standby Service Agreement by and between PNM and Landlord. Landlord agrees that the services will remain in Landlord's name until a new Tenant requests services to be placed into his or her name, or until Landlord provides written request to discontinue service in order to encourage new Tenant to place service in his or her name. See Exhibit B, Part B.
- B. Landlord shall be liable for all bills incurred while service is in Landlord's name.
- C. PNM is not responsible for a Tenant's delay in, or failure to, place service in their name.

**Section III – Governing Provisions**

- A. Term

This Agreement shall commence no later than five (5) business days after credit approval is verified and shall be effective for each property listed on Exhibit A until the Landlord provides written notice to PNM that a listed property is no longer subject to the Agreement.

- B. Charges and Fees

Landlord shall be charged all applicable fees to initialize electric services if services are discontinued prior to PNM and Landlord entering into and executing the Landlord Standby Electric Service Agreement.

- C. Notice to Discontinue Services for Non-Payment

1. PNM shall not be required to notify Landlord in advance of any Tenant's request to discontinue service. PNM will however attempt to notify Landlord of any impending discontinuance of service for non-payment if an Authorization for Information Disclosure Form is signed by the Tenant and on file with PNM. This provision shall apply only in instances where the Tenant who has signed the Authorization for Information Disclosure Form is the same person(s) who has requested and receives electric services for the same address. See Exhibit B, Part A.

2. The obligations of the parties under this agreement are limited to instances where a Tenant requests electric services to be discontinued, and does not extend to instances where a Tenant's services are discontinued for non-payment.

3. If Tenant has vacated the rental property and Landlord requests to have services reconnected in the Landlord's name, PNM will impose the current applicable fees and charges, as approved by the New Mexico Public Regulation Commission and will require payment of all outstanding past due amounts incurred by Landlord.

D. Request for Information

Landlord must submit a request in writing, for any updates or changes, including but not limited to, mailing address changes, phone number updates, or any other amendments or modifications to information provided to PNM.

E. Limitation on Damages

Landlord and PNM agree that neither party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to services provided under this Agreement.

F. Termination

Either party may terminate the Agreement by providing three (3) business days prior written notice of termination to the other party. Such termination shall not change or modify the obligations of Landlord for any services rendered on and prior to the effective date of termination.

This Agreement and all provisions shall be binding upon the parties, their executors, successors, and administrators and permitted assignees.

LANDLORD	PNM REPRESENTATIVE
Signature: _____	Signature: _____
Name (please print): _____	Name (please print): _____
Date: _____	Date: _____
SS# or Tax ID #: _____	

Mailing address for Landlord:

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone number for Landlord: Daytime (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, Evening (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax number for Landlord: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E – Mail address: \_\_\_\_\_

**LANDLORD STANDBY ELECTRIC  
 SERVICE AGREEMENT**  
 Rental Property Listing  
**EXHIBIT A**



Please list the service address for each property to be included in the Landlord Standby Program. If you would like to have service turned on at a property currently unoccupied please indicate below. If you would like services transferred from an account currently Active in previous owner/landlord name, please provide the name of the former owner/landlord \_\_\_\_\_.

Rental Property Address	Turn On	Rental Property Address	Turn On
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>

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 2<sup>ND</sup> 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 \_\_\_\_\_  
(Name of Representative/Agent/Management Company)

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

Name of Representative and/or Company \_\_\_\_\_

Mailing address \_\_\_\_\_

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

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address (if applicable) \_\_\_\_\_

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)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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.

<b>Sign Here</b>	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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Rental Management Services, Inc.  
7111 4th St. NW  
Albuquerque, NM 87107  
(505) 898-1188

**Property Data Entry Form**

Square Feet \_\_\_\_\_

Property Vacant? (circle one) Yes No

Street \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Directions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subdivision \_\_\_\_\_

Owners Percent Ownership

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Management Dates Start \_\_\_/\_\_\_/\_\_\_ End \_\_\_/\_\_\_/\_\_\_

Mortgage/Insurance/Association Information

	Company	Account/Policy #	Amount Due Day
Mortgage	_____	_____	_____

Insurance	_____	_____	_____
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Association	_____	_____	_____
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Insurance Agent \_\_\_\_\_

Property Features

**Property type** (circle one) house town house condominium duplex triplex fourplex apartment

**Additional Rooms** (circle all that apply) basement game/rec room study/library workshop

**Bathrooms** (circle one) 3/4 1 1 1/2 1 3/4 2 2 1/2 2 3/4 3 4

**Bedrooms** (circle one) 1 2 3 4 5

**Dining Room type** (circle one) dining area dining room formal dining room no dining room

**Living Room** (circle one) living room great room great room w/ fireplace living/dining combo

**Closet type** (circle one) standard closets walk-in closets

**Construction** (circle one) adobe brick brick veneer cinder block frame stucco wood siding

**Floor Plan type** (circle one) single story split level two story on ground floor on second floor

Laundry

**Laundry area** (circle one) closet laundry garage laundry kitchen laundry utility/laundry room

**Washer** (circle one) no washer connection portable washer stackable wash/dryer washer needed

**Dryer type** (circle one) no dryer connection Electric dryer needed Gas dryer needed Dryer furnished

Floor

**Floor type** (circle one) laminate fully carpeted hardwood partial carpet tile

Kitchen

**Kitchen type** (circle one) breakfast area breakfast bar country kitchen efficiency kitchen kitchen kitchen w/passthru luxury kitchen

**Refrigerator** (circle one) refrigerator provided if necessary refrigerator refrigerator needed refrigerator w/ ice maker

**Garbage Disposal** (circle one) no garbage disposal garbage disposal

**Dishwasher** (circle one) no dishwasher built-in dishwasher portable dishwasher

**Stove** (circle one) electric stove gas stove 2 oven elect stove 2 oven gas stove gas & microwave oven electric & microwave oven

Restrictions

**Additional Restrictions** \_\_\_\_\_

**Age Restrictions** (circle one) 1 tenant over 55 no restrictions

**Pet Restrictions** (circle one) no pets no restrictions cats only female cats only horses allowed no birds no cats no dogs small dogs only pet restrictions-see broker other pet restrictions \_\_\_\_\_

## Heat/Air

**Heating type** (circle one) electric heat floor furnace gas forced air furnace hotwater heat system solar assist space heaters wall heaters wood burning stove fireplace

**Cooling type** (circle one) evaporative air refrigerated & evap. air refrigerated air window unit

## Outdoor Areas

**Yard** (circle one) RV parking Covered patio Horse facilities No special features Patio

**Landscape** (circle one) SW front/grass rear grass front/rear grass front only southwest front yard no landscaping

**Fencing type** (circle one) front & rear fencing front fence no fencing rear fence

**Parking** (circle one) N/A 1 car garage w/ opener 2 car garage w/ opener 3 car garage w/ opener carpad carport carport/garage detached garage double car garage off street parking

**Storage** (circle one) basement storage garage storage area no storage area outside storage shed storage room utility room storage

**Yard Watering** (circle one) none auto sprinkler/drip system manual sprinkler/drip system

## **BROKER DUTIES DISCLOSURE**

BROKERS OWE SPECIFIC DUTIES TO PROSPECTIVE LANDLORDS (OWNERS) AND TENANTS AS SET FORTH IN (16.61.19.8 NMAC-Rp 16.61.19.8 NMAC 1-1-2004). BROKERS SHALL DISCLOSE THE APPLICABLE SET OF BROKER DUTIES OWED TO LANDLORDS (OWNERS) OF RENTAL PROPERTY AND TENANTS PRIOR TO THE TIME THE BROKER GENERATES OR PRESENTS ANY WRITTEN DOCUMENT TO THAT PARTY THAT HAS THE POTENTIAL TO BECOME AN EXPRESS WRITTEN AGREEMENT AND OBTAIN FROM THAT APPLICABLE PARTY WRITTEN ACKNOWLEDGEMENT THAT THE BROKER HAS MADE SUCH DISCLOSURES. IN THE CASE OF PROSPECTIVE LANDLORD (OWNERS) AND TENANTS TO WHOM THE BROKER IS NOT DIRECTLY PROVIDING REAL ESTATE SERVICES, SUCH DISCLOSURE AND ACKNOWLEDGEMENT OF RECEIPT SHALL BE MADE THROUGH THE BROKER WHO IS DIRECTLY PROVIDING REAL ESTATE SERVICES TO THAT LANDLORD (OWNER) OR TENANT.

BROKERS OWE THE FOLLOWING DUTIES TO PROSPECTIVE LANDLORDS (OWNERS) AND TENANTS:

1. Honesty and reasonable care and ethical and professional conduct;
2. 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, the New Mexico Uniform Owner Resident Relations Act, and other applicable local, state, and federal laws and regulations;
3. Performance of any and all oral or written agreements made with the prospective landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction including but not limited to:
  - A. Any written brokerage relationship the broker has with any other parties to the transaction or;
  - B. Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction.
  - C. Any written agreement the broker has with a licensed transaction coordinator who will be providing service related to the transaction.
5. 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; adverse material facts requiring disclosure do not include any information covered by the federal fair housing laws or the New Mexico Human Rights Act.

IN ADDITION TO THE BROKER DUTIES OWED TO LANDLORDS (OWNERS) AND TENANTS AS SET FORTH IN SECTION 16.61.19.8(A), BROKERS OWE THE FOLLOWING BROKER DUTIES TO THE LANDLORDS (OWNERS) AND TENANTS TO WHOM THE BROKER IS DIRECTLY PROVIDING REAL ESTATE SERVICES, REGARDLESS OF THE SCOPE AND NATURE OF THOSE SERVICES: BROKERS WORKING AS PROPERTY MANAGERS FOR A LANDLORD (OWNER) ARE DIRECTLY PROVIDING REAL ESTATE SERVICES TO A LANDLORD (OWNER), NOT TO THE TENANT:

1. Assistance to the party in completing the transaction, unless otherwise agreed to in writing by the party to whom the broker is directly providing real estate services, including:
  - A. Timely presentation of and response to all offers or counter offers; and
  - B. Active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the brokers knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advice to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement.
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless disclosure is with the former principal's written consent or is required by law.

6. Written disclosure of brokerage relationship options available in New Mexico, which include, but are limited to:
  - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and sub-agency agreements.
  - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to a transaction.
  - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services with out entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller/owner shall not disclose the following to the buyer/tenant in a transaction:
  - A. That the seller/owner has previously indicated they will accept a sales/lease price less than the asking or listed price of a property
  - B. That the owner will agree to financing terms other than those offered;
  - C. The seller/owner’s motivations for selling/leasing; or
  - D. Any other information the seller/owner has requested in writing remain confidential, unless disclosure is required by law.
8. In the event the broker is working for a landlord (owner) as a residential property manager, the broker additionally owes to the landlord (owner) all duties owed under the law of agency. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a tenant shall not disclose the following to the owner in the transaction:
  - A. That the tenant has previously indicated they will pay a price greater than the price submitted in a written offer;
  - B. The tenant’s motivation for buying/leasing; or
  - C. Any other information the tenant has requested in writing remain confidential, unless disclosure is required by law.

IN ADDITION TO THE BROKER DUTIES OWED TO PROSPECTIVE LANDLORDS (OWNERS) AND TENANTS SET FORTH IN Section 16.61.19.8(A), BROKERS WORKING AS PROPERTY MANAGERS FOR A LANDLORD (OWNER) OWE THE FOLLOWING DUTIES TO TENANTS:

9. Prompt accounting for all money or property received by the broker from the tenant, including issuance of a receipt for cash received;
10. If a residential property manager, written disclosure that the broker is the agent of the owner of the property and not of the tenant: in the commercial property management context, written disclosure of the broker’s relationship with the landlord (owner).

**I(WE) – THE UNDERSIGNED HEREBY ACKNOWLEDGE THE RECEIPT OF BASIC LICENSEE DUTIES DOCUMENT PRIOR TO ENTERING INTO A WRITTEN RENTAL AGREEMENT OR MANAGEMENT CONTRACT WITH RENTAL MANAGEMENT SERVICES, INC..**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_