

***Find the right tenants!
Manage your own rentals!
Call when you have a question!***

The Kellogg Agency offers all the services you need to manage your own property, without the anxiety!

TENANT FINDER	LANDLORD SUPPORT
<p>Includes:</p> <ul style="list-style-type: none">✓ Ads on 15+ Websites*✓ Advertising Photos✓ For Rent Sign✓ Handle Calls & Emails✓ Show Property✓ Screen Applicants✓ Present Qualified Tenant	<p>Includes:</p> <ul style="list-style-type: none">✓ Phone & Email Support**✓ Member forums✓ Advice for handling utilities✓ Advice on tenant relations✓ Forms and documents✓ Landlord Newsletter✓ \$250 coupon towards next lease signing
<p><u>New Clients</u> \$350 activation fee \$350 due at lease signing</p>	
<p><u>Returning Clients</u> \$350 re-activation fee \$250 due at lease signing</p>	<p>\$249 annual subscription</p>
<p>*\$129 per month after first 30 days</p>	<p>**Kellogg Agency does not give tax or legal advice.</p>

The Kellogg Agency, Inc. is a New Mexico licensed real estate and property management company. Full-service property management services also available. All fees are subject to change without notice.

Call Today 505.896.1750

CHOOSING A LEASE

Kellogg Agency does not provide a lease agreement for our Tenant Finder Services. All leases in NM must conform to the Uniform Owner-Resident Relations Act. ***Always have an attorney review your lease documents.***

Lease should have provisions for:

- ✓ Lease term
- ✓ How much, when and where rent is due
- ✓ Security deposit
- ✓ What happens when rent is late
- ✓ Military personnel transfers (per federal law)
- ✓ Bounced check fees
- ✓ Maintenance, repairs or alterations
- ✓ Assignment and subletting
- ✓ Entry and inspection
- ✓ Holding over
- ✓ Attorney's/Legal fees
- ✓ Lead Paint Addendum/Pamphlet (***required*** if house was built in or before 1978)
- ✓ Pet Rules (if applicable)
- ✓ HOA Rules (if applicable)

Other recommended documents:

- ✓ Move-in / Move-out Inspection
- ✓ Repair Request Form

Where to find leases and other documents:

- ✓ Attorney (specializing in real estate)
- ✓ www.USLegalForms.com (leases created for NM)
- ✓ www.LandlordSource.com (landlord documents)
- ✓ www.aanm.org Apartment Association of NM

Recommended Reading

Prandi, Melissa. *The Unofficial Guide to Managing Rental Property*. Wiley Publishing, Inc. 2005

PREPARING THE PROPERTY

Here's a recommended to-do list to get your property ready for showing and renting. Tenants like clean, "ready-to-go" properties. If they hear, "We'll have that fixed / cleaned / taken care of before you move in." they run - fast - to another house. To get your house rented quickly to top-quality tenants you want your property to be in excellent condition.

Clean the house

Clean windows (inside and out), window sills/tracks, all appliances, drawers and cabinets (inside and out), bathrooms need to be spotless, sweep garage and remove all trash.

Clean the yard

Make sure it is free of weeds and trash. If you want the tenants to take care of the landscaping make sure they have the tools to do it (watering system, hoses, etc)

Paint

Tenants prefer plain, white walls. Designer paint colors that flow throughout the house are ok. However, just because your couch matched the pea-green walls perfectly, doesn't mean the tenants' couch will. Any rooms with specialty paint (like a pink "girl's room") should be painted a neutral color.

Bugs

If there is one thing that tenants hate more than dirt, it's bugs! Remove all spider webs or other nests. Get the house professionally treated (inside and out) if there are ants, roaches or other bugs/rodents.

Make Sure Everything Works

Tenants want the appliances to work. For example, if there is a jet tub in the house, then it has to be in working condition. If the garage door makes a loud screeching sound when you open it, then get it serviced.

Safety First

Install at least one fire extinguisher in the kitchen (under the sink is ok). Install smoke alarms and carbon monoxide detectors per housing codes.

Alarm Systems

Tell Kellogg Agency the alarm code. Is monitored service included in rent? Can tenants get their own contract for service?

Jacks and Outlets

All sockets, light switches, and phone/cable jacks must be in working order.

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.

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 Broker shall disclose in writing to a prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers regardless of the brokerage relationship:

- (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 Regulations, and other applicable local, state, and federal laws and regulations;
- (C) Performance of any and all oral or written agreements made with the Broker's 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 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 Broker's knowledge or expertise and that the 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) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of
 - (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction;
 - (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; and
 - (3) other Brokerage Relationship options available in New Mexico;
- (H) Disclosure of any adverse material facts actually known by the 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 do not include data from a sex offender registry or the existence of group homes;
- (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, a 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 sales 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 Broker's Customer or Client to remain confidential, unless disclosure is required by law.



BROKERAGE RELATIONSHIPS DISCLOSURE

Brokerage is representing Owner subject to a written agreement as an agent.

Broker working with Owner **does** **does not** have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party. If the Brokerage or Qualifying Broker has a material interest or relationship of a business, personal or family nature in the transaction, that interest or relationship must also be disclosed separately.

Tenant **Owner** is a licensed New Mexico real estate Broker.

Owner (Signature)

Print Name

Date/Time

Owner (Signature)

Print Name

Date/Time

By: _____
Agent for Broker (Signature)

Print Name

Date/Time



TENANT FINDER AGREEMENT

This Tenant Finder Agreement ("Agreement") is made between the Kellogg Agency, Inc. ("Agent"), a New Mexico corporation, and _____ ("Owner").

1. RECITALS

- A. Owner holds legal title to the premises located at _____ (the "Property").
- B. Agent is in the business of marketing rental properties, screening applicants, and finding qualified tenants within Bernalillo and Sandoval Counties, New Mexico.
- C. Owner desires to secure the services of Agent for the sole purpose of finding a qualified tenant for the Property.
- D. Agent desires to provide Scope of Services, as specified in this Agreement, to Owner.

2. TERMS OF AGREEMENT

- A. The term of this Agreement shall commence on _____ and shall end on _____.

3. SCOPE OF SERVICES

The following services are offered by Agent to Owner:

- A. Place "For Rent" sign at the Property;
- B. Take advertising photographs of the Property;
- C. Market the Property, including photographs, on the internet for the first 30 days of vacancy;
- D. Receive and respond to all inquiries;
- E. Show the Property to prospective applicants;
- F. Qualify applicants within established guidelines; and
- G. Present qualified tenant to Owner.

4. AGENT OBLIGATIONS

Agent agrees to:

- A. Use due diligence in providing Scope of Services.
- B. Agent shall comply with the requirements of the Uniform Owner-Resident Relations Act as it applies to the Scope of Services.
- C. Agent shall comply with the requirements of local, state, and federal Fair Housing laws.
- D. Agent shall retain any and all application fees charged to applicants.
- E. Agent shall NOT retain or deposit any holding fees, security deposits, and/or rent for the Property. All holding fees, security deposits, and/or rent will be made payable to Owner.

5. OWNER COVENANTS

- A. Owner grants Agent exclusive right to find qualified tenant.
- B. Owner grants Agent exclusive right to market and show the Property.

6. OWNER OBLIGATIONS

- A. Owner agrees to abide by the Uniform Owner-Resident Relations Act.
- B. Owner agrees to abide by all local, state, and federal Fair Housing laws.
- C. Owner agrees to provide lease to Agent upon execution of this Agreement.

7. COMPENSATION

In return for finding a qualified tenant, Owner agrees to pay Agent the following:

- A. An Activation Fee of **THREE HUNDRED FIFTY DOLLARS AND 00/100 (\$350.00)** due upon execution of this Agreement. *Activation Fee is non-refundable.*
- B. A Finder's Fee of **THREE HUNDRED FIFTY DOLLARS AND 00/100 (\$350.00)** due at time Agent presents qualified tenant to Owner. A Finder's Fee discount may apply for repeat clients.
- C. A monthly Advertising Fee of **ONE HUNDRED TWENTY-NINE DOLLARS AND 00/100 (\$129.00)** plus NM Gross Receipts Tax to continue internet advertising after first 30 days.

8. TERMINATION

- A. This Agreement may be terminated upon ten (10) days written notice by either party.
- B. Termination of this Agreement shall simultaneously release both Owner and Agent from their future responsibilities hereunder as of the effective date of such termination. Termination of this Agreement shall not be deemed a waiver of any pre-existing right of either party nor of pre-existing breach, and shall not terminate or release any liability of Owner for any indemnity, based upon any facts existing prior to termination, whether or not asserted by agent prior to termination.

9. HOLD HARMLESS CLAUSE

Owner shall save Agent harmless from all damage suits and costs, including attorney fees, incurred therefrom in connection with the leasing of the Property and from liability from injuries suffered by any employee or other person whomsoever. The Agent also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything that it may do or refrain from doing hereinafter, except in the case of willful misconduct or gross negligence.

10. WAIVERS

Owner agrees that any delay or omission in the enforcement of any of the agreements and covenants contained in this Agreement by Agent shall not affect the duty of Owner to hereinafter faithfully fulfill and perform all of the agreements contained herein, and that the failure, neglect, or omission of Agent to terminate this Agreement for any one (1) or more breaches of any agreements and covenants hereof, shall not be deemed a consent by Agent of such breach and shall not impede, impair, estop, bar, or prevent Agent from thereafter terminating this Agreement, either for such violation, or for prior or subsequent violations of any covenant or agreement hereof.

11. BINDING EFFECT

The agreements, covenants, terms, conditions, provisions, and undertakings in this Agreement, or any extension or renewal thereof, shall extend to and be binding upon the heirs, personal representatives, assigns, and successors in interest of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and where reference is made to either of the parties hereto, it shall be held to and include and apply also to the heirs, personal representatives, successors, and assigns of such party, as if each and every case so expressed.



12. SEVERABILITY

If any provision in this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

13. GOVERNING LAW AND CONSTRUCTION

- A. This Agreement shall be governed by the laws of the State of New Mexico.
- B. Owner understands that New Mexico and Federal housing laws prohibit discrimination in the sale, rental, appraisal, financing, or advertising of housing on the basis of race, color, religion, gender identification, sexual orientation, familial status, handicap, national origin, spousal affiliation, or ancestry.

14. PRIVACY STATEMENT

- A. Owner acknowledges that Agent collects information from various sources and maintains files containing the information collected by Agent. Agent does not rent, sell, or share personal information about Owner with other people or nonaffiliated companies except to provide products or services Owner has requested.
- B. Owner acknowledges that Agent may disclose any and all information contained in Agent’s files and will respond to subpoenas, court orders, or legal process, or to establish or exercise Agent’s legal rights, including but not limited to the collection of amounts owed to Agent by Owner, or defend against legal claims.
- C. Owner acknowledges that Agent may share market data information with other real estate professionals.

15. EXECUTIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date.

Owner (Signature)

Print Name

Date/Time

Owner (Signature)

Print Name

Date/Time

By: _____
Agent for Broker (Signature)

Print Name

Date/Time



LEAD BASED PAINT DISCLOSURE

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

I certify that the house located at: _____
was built in the year _____. (Please sign this page.)

(Answer the following questions only if home was built in 1978 or EARLIER years.)

Owner's Disclosure:

A. Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

- 1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- 2. Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the Owner (check (1) or (2) below):

- 1. Owner has provided the Owner's Agent with all available records and reports pertaining to lead-based paint and/or records pertaining to lead-based paint hazards in the housing.
- 2. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Owner's Agent's Acknowledgment

Owner's Agent has informed Owner of Owner's obligations under 42 U.S.C. 4852(d) and is aware of its responsibility to ensure compliance.

Owner (Signature)

Print Name

Date/Time

Owner (Signature)

Print Name

Date/Time

By: _____
Agent for Broker (Signature)

Print Name

Date/Time

KELLOGG AGENCY, INC.

12 Unser Blvd, Suite H, Rio Rancho, NM 87124
(505) 896-1750 • F (505) 896-9554 • www.KelloggAgency.com



TENANT FINDER AGREEMENT

OWNER INFORMATION

Property Address _____

Owner Legal Name _____
Address _____

Home Phone _____
Work Phone _____
Cell Phone _____
Fax _____
Email _____

IS OWNER A LICENSED REAL ESTATE AGENT/BROKER? Y N
If yes, State _____ Lic # _____

EMERGENCY CONTACT (Other Than Spouse)

Name _____ Phone _____
Relationship _____ Email _____

WHERE DID YOU HEAR ABOUT THE KELLOGG AGENCY? _____

WERE YOU REFERRED TO US?

- Referred by Current Client Name & Phone _____
- Referred by Real Estate Agent Name & Phone _____
- Referred by Other Name & Phone _____



LEASE INFORMATION

Property Address _____

WHEN WILL HOUSE BE VACANT? _____

RENT

Starting rent \$ _____ Will not go below \$ _____

SECURITY DEPOSIT

- Equal to one month's rent (*Recommended*)
- Other \$ _____

LATE FEES

- Grace days = 0 (*Recommended*)
- Grace days = _____
- Late fee = 10% of rent (*Recommended*)
- Late fee = \$ _____ per day

LEASE TERM

- 12 + month lease ONLY
- Prefer 12 month lease, but would consider 6-11 month lease
- 6 – 11 month lease OK
- Less than 6 month lease OK (*NOT Recommended*)
- Other _____

CO-SIGNERS

- Do not allow co-signers (*Recommended*)
- Allow co-signer who will not live in property

PETS About 60% of renters own pets. It will take longer to rent when you choose "NO PETS".

- Pets with Approval (*Recommended*)
- NO PETS
- Other _____

UTILITIES INCLUDED IN RENT

- NO utilities are included in the rent.**
- Owner will include the payment of the following utilities/services in the rent:
 - Alarm Contract
 - Gas/Electric
 - Landscaping/Yard Service (*Recommended for yards with grass*)
 - Trash (*Recommended*)
 - Water/Sewer (*Recommended for yards with grass*)

WINDOW COVERINGS

- Provided (*Recommended*)
- Other _____

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TENANT FINDER AGREEMENT

APPLIANCES – List all appliances that will be provided:

- Dishwasher (*Recommended*)
- Garbage Disposal (*Recommended*)
- Refrigerator
- Washer & Dryer
- Microwave
- Other _____

GARAGE DOOR OPENER

- Provided (*Recommended*)
- Other _____

HOMEOWNER'S ASSOCIATION

HOA Name _____
Managed By _____
Phone _____

ADDITIONAL LEASE PROVISIONS (Must comply with NM state law.)

1. _____

2. _____

3. _____

4. _____

5. _____



PROPERTY INFORMATION

Property Address _____

BEDS _____	BATHS _____	GAR _____	Oprn Y N
Sq Ft _____	YR BUILT _____	STORIES _____	
BUILDER _____		MODEL _____	

AMMENITIES

- | | | |
|---|---|---|
| <input type="checkbox"/> Alarm – Available (Pd by Tenant) | <input type="checkbox"/> Floor – Tile | <input type="checkbox"/> Water – Well |
| <input type="checkbox"/> Alarm – Paid by Owner | <input type="checkbox"/> Floor – Vinyl | <input type="checkbox"/> Window – Cloth Blinds |
| <input type="checkbox"/> App – Dble Oven | <input type="checkbox"/> Floor – Wood / Pergo | <input type="checkbox"/> Window – Mini-Blinds |
| <input type="checkbox"/> App – Dishwasher | <input type="checkbox"/> Heat – Elec | <input type="checkbox"/> Window – Wood Blinds |
| <input type="checkbox"/> App – Disposal | <input type="checkbox"/> Heat – Gas | <input type="checkbox"/> Window – Vertical Blinds |
| <input type="checkbox"/> App – Dryer HU Elec | <input type="checkbox"/> Heat – Propane | <input type="checkbox"/> Window - Curtains |
| <input type="checkbox"/> App – Dryer HU Gas | <input type="checkbox"/> Heat – Radiant Floor | <input type="checkbox"/> Yard – Dirt Back |
| <input type="checkbox"/> App – Dryer HU Gas & Elec | <input type="checkbox"/> MBA – Separate Tub/Shower | <input type="checkbox"/> Yard – Dirt Front |
| <input type="checkbox"/> App – Dryer HU Propane | <input type="checkbox"/> MBA – Tub Garden | <input type="checkbox"/> Yard – Dog Run |
| <input type="checkbox"/> App – Microwave | <input type="checkbox"/> MBA – Tub Jet | <input type="checkbox"/> Yard – Fenced |
| <input type="checkbox"/> App - Refrigerator | <input type="checkbox"/> Sewer – City | <input type="checkbox"/> Yard – Garden Area |
| <input type="checkbox"/> App – Stove Elec | <input type="checkbox"/> Sewer – Septic | <input type="checkbox"/> Yard – Grass Back |
| <input type="checkbox"/> App – Stove Gas | <input type="checkbox"/> TV – Cable Ready | <input type="checkbox"/> Yard – Grass Front |
| <input type="checkbox"/> App – Wash/Dry Included | <input type="checkbox"/> TV – Jacks In All Rooms | <input type="checkbox"/> Yard – SW Landscaped Back |
| <input type="checkbox"/> App – Wash/Dry Stacked | <input type="checkbox"/> TV – Satellite Dish Brackets | <input type="checkbox"/> Yard – SW Landscaped Front |
| <input type="checkbox"/> Cooling – AC | <input type="checkbox"/> TV – Satellite Dish Present | <input type="checkbox"/> Yard – Patio |
| <input type="checkbox"/> Cooling – Evaporative | <input type="checkbox"/> TV – Surround Sound | <input type="checkbox"/> Yard – Patio Covered |
| <input type="checkbox"/> Fireplace – Gas Log | <input type="checkbox"/> Upgrades – Cabinets | <input type="checkbox"/> Yard – Sprinklers Auto |
| <input type="checkbox"/> Fireplace – Gas Starter | <input type="checkbox"/> Upgrades – Ceiling Fans | <input type="checkbox"/> Yard – Sprinklers Manual |
| <input type="checkbox"/> Fireplace – Wood | <input type="checkbox"/> Upgrades – Nichos, etc. | <input type="checkbox"/> Yard – Sprinklers NONE |
| <input type="checkbox"/> Floor – Brick | <input type="checkbox"/> Upgrades – Skylights | |
| <input type="checkbox"/> Floor – Carpet | <input type="checkbox"/> Water – Filtered | |
| <input type="checkbox"/> Floor – Concrete | <input type="checkbox"/> Water – Softener | |

OTHER ADVERTISING FEATURES: