

NEW MEXICO SUBLEASE AGREEMENT

1. **THE PARTIES.** This Sublease Agreement ("Agreement") made this ____ day of _____, 20__ is between:

Sublessor Name: _____ ("Sublessor"), AND

Sublessee Name: _____ ("Sublessee").

The Sublessor and Sublessee are together referred to as the "Parties."

The Parties agree that the Sublessor shall sublet, and the Sublessee shall take possession of the property located at: _____, (the "Premises") on the following terms:

2. **TERM.** The Agreement shall begin with the Sublessee taking possession of the Premises on the ____ day of _____, 20__ and shall end on the ____ day of _____, 20__.

3. **RENT.** The rent to be paid by the Sublessee to the Sublessor throughout the term of this Agreement is to be paid on the ____ day of every Week Month (check one). The rent is to be paid in monthly installments of \$_____ (the "Rent"), in the following manner:
_____.

4. **SECURITY DEPOSIT.** Sublessee will pay \$_____ to the Sublessor as a security deposit. Deductions permitted by New Mexico law may be made from the security deposit and the remainder, if any, shall be returned to the Sublessee within _____ days of the termination of the Agreement.

5. **GUESTS.** The Sublessee is NOT permitted to have anyone other than themselves live in the Premises for the lease term. Guests cannot stay any longer than two (2) days at a time unless approved by the Sublessor.

6. UTILITIES. The Sublessee is responsible for the following utilities:

- Electricity
- Water
- Trash Collection
- Cable / Internet
- Heat
- Other: _____.

7. SMOKING. The Sublessee (check one):

- Is NOT permitted to smoke on the Premises or in any common / shared areas.
- Is permitted to smoke in the following area(s) ONLY: _____
_____.

8. PARKING SPACE. The Sublessee (check one):

- Is NOT entitled to use a parking space as part of this Agreement.
- Is entitled to _____ parking space(s). The parking space is located at _____
_____.

9. MASTER LEASE. This Agreement must follow and is subject to the original lease agreement between the Sublessor and Lessor. **A copy of the Master Lease has been attached**, and is hereby incorporated into this agreement. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Agreement.

10. TERMINATION OF MASTER LEASE. If Sublessor terminates their tenancy in the Premises under the Master Lease, the Sublessee agrees that if the Master Lease is terminated for any reason, this Agreement will terminate as of the same date.

11. SUBLEASING AND ASSIGNMENT. Sublessee may not lease, sublease, or assign the Premises without the prior written consent of the Sublessor.

12. DISPUTES. If a dispute arises during or after the term of this Agreement between the Parties, they shall agree to hold negotiations amongst themselves before any litigation.

13. LIABILITY. The Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

14. ORIGINAL COPIES. All signatories to this Sublease acknowledge receipt of an executed copy thereof.

15. LEAD BASED PAINT. The Premises (check one):

- Was not built prior to 1978.

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

16. GOVERNING LAW. This Agreement shall be governed by the laws in the state of New Mexico.

17. COMPLETE AND BINDING AGREEMENT. All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Agreement. This Agreement will not be enforceable until signed by both Sublessee and Sublessor. Any modification to this Agreement must be in writing and signed by both Parties.

18. ADDITIONAL TERMS & CONDITIONS (OPTIONAL). _____

19. LESSOR'S CONSENT.

The original lease signed between the Lessor (Landlord) and Sublessor (check one):

- Permits subletting.
- Does not permit subletting, although permission was received by the Lessor prior to the signing of this Agreement to specifically permit the named Sublessee to take possession of the Premises.

- Does not permit subletting, and the Lessor's **signed consent** (below) is required for this Agreement to become legal and binding:

I hereby give my consent to the subletting of the Premises by the Sublessee as set out in this Agreement:

Lessor Signature: _____ **Date:** _____

Printed Name: _____

20. SIGNATURES.

IN WITNESS WHEREOF, the Sublessor and Sublessee agree to the terms and have executed and dated this Agreement below.

Sublessor Signature: _____ **Date:** _____

Printed Name: _____

Sublessee Signature: _____ **Date:** _____

Printed Name: _____