



NEW MEXICO ASSOCIATION OF REALTORS® CORONAVIRUS ADDENDUM/AMENDMENT NO. _____ RESIDENTIAL RENTAL AGREEMENT– 2020



This form is provided as a courtesy to the parties. It is not required to be used and may not fit the needs, goals and purposes of the parties. The parties acknowledge that this situation is evolving daily; accordingly, this addendum is subject to any federal, state or local directives that override or alter applicable law, in which case, to the extent practical, this Addendum/Amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.

The following terms and conditions are hereby incorporated into and made part of the Residential Rental Agreement dated: _____, 20____ between _____ (“Landlord”) and _____ (“Tenant(s)”) and relating to the following Property:

Address _____ City _____ Zip Code _____

Legal Description _____

Or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico

Should any provision of this Addendum/Amendment conflict with any provisions of the Residential Rental Agreement, this Addendum/Amendment shall control.

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency (“Emergency”). On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be “Essential Businesses” and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare (“Health Order”). On March 24, 2020, as a result of the Emergency, the New Mexico Supreme Court issued an order staying the issuance of writs of restitution pursuant to the New Mexico Owner Resident Relations Act for the non-payment (“Court Order”). The Court Order does not excuse a tenant’s obligation to pay rent. [SELECT ONE]

- ☐ **TERMINATION.** The parties mutually agree to **terminate** the Rental Agreement effective _____, 2020. Landlord is free to immediately re-let the Property. Tenant(s) will receive return of the security deposit, less any deduction for damages or unpaid rent as per the Rental Agreement; OR
- ☐ **AMENDMENT.** The parties mutually agree to **amend** the Rental Agreement as follows, with all other provisions in the Rental Agreement to remain in full force and effect as stated.

TO THE EXTENT TENANT(S) IS ABLE TO PERFORM AS PER THE RENTAL AGREEMENT, TENANT SHALL DO SO. [CHECK ALL THAT APPLY]

I. ☐ EXTENSION DUE TO QUARANTINE OR COVID-19 DIAGNOSIS. If the end of Term of the Rental Agreement is approaching and Tenant(s) is unable to quit possession and surrender the Property due to Tenant(s) or a member of Tenant’s household: 1) experiencing a government or physician ordered quarantine related to the Emergency (“Quarantine”); or 2) being diagnosed with COVID-19 (“Diagnosis”), Tenant(s) shall promptly, and in no case later than three (3) days from the date of such mandatory Quarantine or Diagnosis, notify Landlord of such fact and in this event, the expiration date of the Rental Agreement shall be subject to extension provided as follows:

- A. Any period Tenant(s) retains possession of the Property beyond the Term stated in the Rental Agreement, said tenancy shall be deemed week-to-week and Rent shall be paid weekly therefor in a pro-rated fashion based upon the Rent in the original Rental Agreement; and
- B. During any period Tenant(s) retains possession of the Property beyond the Term stated in the Rental Agreement, Tenant(s) shall cooperate with all reasonable requests of Landlord pertaining to Landlord’s right to enter, inspect, repair, advertise and show the Property and Landlord’s other rights under the Rental Agreement.

II. ☐ INABILITY TO PAY RENT. If Tenant(s) is unable to pay rent as scheduled due to the Emergency or Quarantine, the following apply if checked. If Tenant(s) fails to make the below payments in the manner prescribed, the FULL amount of the original amount owed minus any amounts paid per this ADDENDUM/AMENDMENT PLUS ANY ACCRUED OR OWED RENT due under the Rental Agreement shall be due and payable immediately and Tenant(s) may be served with a notice to pay rent for ALL the amounts owed. Failure to pay per the notice to pay rent may result in Landlord instituting an eviction action. Failure by Landlord to serve a notice to pay rent in the event the payment(s) are not timely made, or the acceptance of any of the agreed upon payment(s) late or in partial amounts not according to the below payment schedule shall NOT constitute a waiver in any way of Landlord’s rights to enforce the Rental Agreement or this Addendum/Amendment. **[CHECK ALL THAT APPLY]**



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TO RESIDENTIAL RENTAL AGREEMENT– 2020**



A. ☐ APPLICATION OF SECURITY DEPOSIT AND/OR LAST MONTH'S RENT TO UNPAID RENT.

Tenant(s) hereby acknowledge and agree that ☐ **100% or \$ _____** of the Security Deposit and/or ☐ **100% or \$ _____** of the Last Month's Rent, if applicable and held by Landlord shall be transferred from the trust account by Landlord and shall be applied to the following rent amounts due \$ _____.
This Addendum/Amendment shall not imply that Landlord has collected or is holding a Last Month's Rent.
Remaining balance held as: Security Deposit: \$ _____ Last Month's Rent (if applicable): \$ _____.

☐ **REPAYMENT PLAN.** In addition to all other amounts which may become due under the terms of the Rental Agreement. TENANT(S) AGREE TO REPLENISH THE ABOVE-TRANSFERRED AMOUNTS AS FOLLOWS:

DUE DATE	AMOUNT	DUE DATE	AMOUNT	DUE DATE	AMOUNT
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____

B. ☐ DEFERRED RENT. Landlord agrees to defer rent for the following month(s): _____
_____ ("Deferred Rent"). The total amount of Deferred Rent is \$ _____.

☐ **REPAYMENT PLAN.** In addition to all other amounts which may become due under the terms of the Rental Agreement. TENANT(S) AGREE TO PAY DEFERRED RENT AS FOLLOWS:

DUE DATE	AMOUNT	DUE DATE	AMOUNT	DUE DATE	AMOUNT
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____

C. ☐ ONE-TIME PAYMENT MODIFICATION. Landlord Agrees to reduce Rent due to \$ _____ ("Modified Rent") for the following month(s): _____.

☐ **REPAYMENT PLAN.** In addition to all other amounts which may become due under the terms of the Rental Agreement. TENANT(S) AGREE TO PAY THE DIFFERENCE BETWEEN RENT DUE UNDER THE RENTAL AGREEMENT AND THE MODIFIED RENT IN THE AMOUNT OF \$ _____ AS FOLLOWS:

DUE DATE	AMOUNT	DUE DATE	AMOUNT	DUE DATE	AMOUNT
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____	___/___/___	\$ _____

LANDLORD

Broker Name Broker Signature Date

TENANT(S)

Signature Date

Signature Date

Signature Date