



**NEW MEXICO ASSOCIATION OF REALTORS®
BROKER DUTIES - 2021
PART I – BROKER DUTIES**



Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A:

All Brokers in this transaction owe the following broker duties to ALL buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyers, sellers, landlords and tenants in the transaction:

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 and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, 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/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written 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 requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B:

In addition to the above duties, Broker(s) owes the following Broker Duties to the buyers, sellers, landlords and/or tenants in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement 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 party seek expert advice on these matters;
3. Advise 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 the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



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PART II - OTHER REQUIRED DISCLOSURES
Broker shall update these and all other required disclosures as needed.

If any of the following apply, attach Broker Duties Supplemental Disclosure NMAR Form 2100 or other disclosure document.

1. Broker has a written brokerage relationship with any other party(ies) to the transaction.
2. Broker(s) has any **CONFLICT OF INTEREST** (including any material interest or relationship of a business, personal, or family nature in the transaction).
3. Broker(s) knows of **ADVERSE MATERIAL FACTS** about the Property or Transaction.
4. Broker(s) has a written agreement with a **TRANSACTION COORDINATOR** who will be providing services related to the transaction. **BROKER DUTIES:** TCs who have no interaction with the Broker's Customer or Client and/or other parties or brokers involved in the transaction, owe Broker Duties 1-5 in Section A on Cover Page I. TCs who work directly with the Broker's Customer or Client and/or other parties or brokers in the transaction, owe Broker Duties 1-5 of Section A and 5, 7 and 8 of Section B. TCs: _____
5. **PROPERTY MANAGEMENT ONLY. TO TENANT:** If Broker is working as a residential property manager Broker is working as the agent of the owner of the Property. In the commercial property management context, broker is working with the owner of the Property in the following capacity: **AGENT** **TRANSACTION BROKER**
 OTHER. If "OTHER", explain: _____

APPLICABLE PARTY

PARTY IS A **SELLER** **BUYER** **LANDLORD (OWNER)** **TENANT**

Name	Signature	Date	Time
Name	Signature	Date	Time
Sarah McGarvey	Quintessential Properties LLC	505-821-3854	
Broker Name	Brokerage Name Office	Phone	



NEW MEXICO ASSOCIATION OF REALTORS® BROKER DUTIES – 2021



**THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
BROKERS ARE NOT PARTIES TO THIS PURCHASE AGREEMENT.**

BUYER'S / TENANT'S BROKER(S)

➔ Buyer's / Tenant's Broker Name _____ Buyer's / Tenant's Broker's NMREC License No. _____

If different, Buyer's / Tenant's Broker's Qualifying Broker's Name _____ Buyer's / Tenant's Broker's Qualifying Broker's NMREC License No. _____

Buyer's / Tenant's Brokerage Firm _____ Office Phone _____ Fax _____

Buyer's / Tenant's Brokerage Address _____ City _____ State _____ Zip Code _____

Email Address _____ Cell Number _____ Broker is is not a REALTOR®

➔ Buyer's / Tenant's Broker Name _____ Buyer's / Tenant's Broker's NMREC License No. _____

If different, Buyer's / Tenant's Broker's Qualifying Broker's Name _____ Buyer's / Tenant's Qualifying Broker's NMREC License No. _____

Buyer's / Tenant's Brokerage Firm _____ Office Phone _____ Fax _____

Buyer's / Tenant's Brokerage Address _____ City _____ State _____ Zip Code _____

Email Address _____ Cell Number _____ Broker is is not a REALTOR®

SELLER'S / LANDLORD'S (OWNER) BROKER

➔ Seller's / Landlord's Broker Name **Sarah McGarvey** #18914 _____ Seller's / Landlord's Broker's NMREC License No. _____

If different, Seller's Broker's Qualifying Broker's Name _____ Seller's / Landlord's Broker's Qualifying Broker's NMREC License No. _____

Quintessential Properties LLC _____ **505-821-3854** _____ **1-866-477-9707** _____

Seller's / Landlord's Brokerage Firm _____ Office Phone _____ Fax _____

6501 Wyoming Blvd NE Suite C245 _____ **Albuquerque** _____ **NM** _____ **87109** _____

Seller's / Landlord's Brokerage Address _____ City _____ State _____ Zip Code _____

Email Address **smcg505@msn.com** _____ Cell Number _____ Broker is is not a REALTOR®

➔ Seller's / Landlord's Broker Name _____ Seller's / Landlord's Broker's NMREC License No. _____

If different, Seller's / Landlord's Broker's Qualifying Broker's Name _____ Seller's / Landlord's Broker's Qualifying Broker's NMREC License No. _____

Seller's / Landlord's Brokerage Firm _____ Office Phone _____ Fax _____

Seller's / Landlord's Brokerage Address _____ City _____ State _____ Zip Code _____

Email Address _____ Cell Number _____ Broker is is not a REALTOR®



NEW MEXICO ASSOCIATION OF REALTORS® SUPPLEMENTAL BROKER DUTIES DISCLOSURE - 2021

DISCLOSING BROKER:

Sarah McGarvey #18914

Broker Name (Please Print)

Quintessential Properties LLC

Brokerage Firm

505-821-3854

Office Phone

Fax

6501 Wyoming Blvd NE Suite C245

Brokerage Address

Albuquerque

City

NM

State

87109

Zip

smcg505@msn.com

Email Address

Broker is is not a REALTOR®

CHECK APPLICABLE:

1. **CONFLICTS OF INTEREST/MATERIAL INTEREST OR RELATIONSHIP.** Explain any conflicts of interest Broker has in the transaction, including any material interest or relationship of a business, personal, or family nature:

2. **OTHER WRITTEN AGREEMENTS IN TRANSACTION.** Describe any other written agreements Broker has in the transaction:
Broker is the Agent to the Owner under a Property Management Agreement for the property.

3. **ADVERSE MATERIAL FACTS.** Explain any adverse material facts relating to the Property or Transaction about which the Broker has actual knowledge.

4. **TRANSACTION COORDINATORS.** Identify any licensed Transaction Coordinator the Broker has engaged to provide transaction coordinator services related to the transaction _____

If Broker has engaged a licensed Transaction Coordinator to assist in this transaction, attach NMAR Form 2100A.

PARTY'S ACKNOWLEDGMENT OF RECEIPT – INCLUDING EXHIBIT “A” IF APPLICABLE

Signature	Printed Name	Date	Time
PARTY SIGNING: <input type="checkbox"/> SELLER <input type="checkbox"/> BUYER <input type="checkbox"/> LANDLORD (OWNER) <input checked="" type="checkbox"/> TENANT <input type="checkbox"/> BROKER			
Signature	Printed Name	Date	Time
PARTY SIGNING: <input type="checkbox"/> SELLER <input type="checkbox"/> BUYER <input type="checkbox"/> LANDLORD (OWNER) <input checked="" type="checkbox"/> TENANT <input type="checkbox"/> BROKER			
Signature	Printed Name	Date	Time
PARTY SIGNING: <input type="checkbox"/> SELLER <input type="checkbox"/> BUYER <input type="checkbox"/> LANDLORD (OWNER) <input checked="" type="checkbox"/> TENANT <input type="checkbox"/> BROKER			
Signature	Printed Name	Date	Time
PARTY SIGNING: <input type="checkbox"/> SELLER <input type="checkbox"/> BUYER <input type="checkbox"/> LANDLORD (OWNER) <input checked="" type="checkbox"/> TENANT <input type="checkbox"/> BROKER			
Signature	Printed Name	Date	Time
PARTY SIGNING: <input type="checkbox"/> SELLER <input type="checkbox"/> BUYER <input type="checkbox"/> LANDLORD (OWNER) <input type="checkbox"/> TENANT <input checked="" type="checkbox"/> BROKER			



RENTAL APPLICATION

- Call 505-821-3854 to arrange to turn in your application at 6501 Wyoming Blvd. NE Building C Suite 245 Albuquerque, NM 87109 and insure the property you are applying for is still available.
- Applications must be filled out completely and signed by all parties applying.
- The application fee is \$50.00 per person and anybody over the age of 18 must apply. The application fee is due prior to processing of rental application. **ONCE A FEE IS RECEIVED IT IS NON-REFUNDABLE WHETHER IT BE AN APPLICATION FEE OR DEPOSIT FEE.**
- All properties managed by Quintessential Properties do not allow smoking in the home, garage or on the property at all.
- Applicants must be at least eighteen (18) years old to enter into a lease agreement and must provide a copy of their ID.
- Pets (for approved location's only) a minimum non-refundable pet fee of \$250.00 per pet is required at time of lease signing. Also there will be a minimum monthly pet rent of \$25 per pet. **RESTRICTED BREED: PIT BULLS**
- Rental application fees must be paid in cash and deposits must be paid in money order or cashier's check. If you have any questions please contact our office at 505-821-3854 prior to applying for a property.
- Please submit a copy of each applicants ID, proof of income, \$50 cash application fee per applicant, and damage deposit in certified funds (if you choose to place it) when you turn in your application. Additional items can be emailed to smcg505@msn.com, faxed to 1-866-477-9707, or mailed to P.O. Box 90733 Albuquerque, NM 87199.
- If application is approved there will be a \$55 lease processing fee charged at the time of move in.
- **Rental Requirements:**
 - Two years verifiable residence history from a third party landlord.
 - Home ownership shall be verified by submittal of tax assessor's.
 - Two (2) or more three-day notice (pay rent or vacate) from past landlord will result in denial.
 - Two (2) or more NSF checks in past two years will result in denial.
 - Rental history reflecting any unpaid past due rent or damage balances due past landlord or management will result in application denial.
 - Any past unlawful detainer action or eviction will result in denial if less than three years old.
 - **Any rental history upon which previous landlord or management refuses to re-rent to applicant will result in denial.**
 - Rental history reflecting property damages, not paid for, will result in denial.
 - Rental history reflecting past, disturbance of the peace or complaints may result in denial.
 - Rental history reflecting pet violations will result in denial.
- **Income Guidelines:**
 - Monthly income must equal three (3) times monthly rent.
 - Tax returns, paychecks stubs, or employer confirmation are acceptable income verifiers.
 - Non-married roommates are jointly liable for all rents due on rental unit.
- **Credit Requirements:**
 - Credit history will be used as a part of your approval process.
 - Tenant cannot have any judgments or collections due to an eviction or non-payment of rent filed within the last 3 years.
 - Any previous judgments or collections must be paid in full.
- **Automatic Application Denials:**
 - Registered sexual predators or offenders.
 - Any felony offense or offence of a dangerous crime within the last 5 years.
 - Collection efforts filed by past landlord or property management companies.
 - Any past unlawful detainer action or eviction.
 - Incomplete or unverifiable information on rental application.
 - Discrepancies between rental application and verified information.
 - Any rental history upon which previous landlord or management refuses to re-rent to applicant(s) will result in denial.

I AGREE THAT I HAVE READ THE ABOVE REQUIREMENTS FOR APPROVAL PRIOR TO SUBMITTING THIS APPLICATION AND THAT ALL MY QUESTIONS REGARDING THE LEASE TERMS AND CONDITIONS HAVE BEEN ANSWERED. I AM AWARE THAT I CAN VIEW A COPY OF THE LEASE AT ANY TIME PRIOR TO SUBMITTING THIS APPLICATION:

ALL APPLICANTS MUST SIGN BELOW:

SIGNATURE: _____ DATE: _____
SIGNATURE: _____ DATE: _____



Property address you are applying for: _____
 Rent Amount: _____ Deposit Amount: _____ Desired move in date _____

Please provide all information requested below. Incomplete information will delay the processing of your application. **Please Print Clearly.** Every occupant over the age of 18 must fill out a full application.

APPLICANT(S)

Applicant 1

Name: _____ Social: _____
 Date of Birth: _____ Home Phone: _____
 Cell Phone: _____ Work Phone: _____
 Current Address: _____
 Email: _____

Applicant 2

Name: _____ Social: _____
 Date of Birth: _____ Home Phone: _____
 Cell Phone: _____ Work Phone: _____
 Current Address: _____
 Email: _____

Any other occupants under the age of 18 (Name, Age and Relationship)

Name	Age	Relationship	Name	Age	Relationship
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Pets

Kind: Dog(s) Cat(s) Reptile(s) Fish Bird(s) Horse(s) Rodent(s) Other: _____ **How many:** _____

Pet one:

Age: _____ Breed: _____ Weight: _____

Pet two:

Age: _____ Breed: _____ Weight: _____

Pet three:

Age: _____ Breed: _____ Weight: _____

ALL APPLICANTS MUST SIGN BELOW:

SIGNATURE: _____ DATE: _____
 SIGNATURE: _____ DATE: _____



EMPLOYMENT HISTORY

Applicant 1

Current Employer _____ Phone: _____
Address: _____ City, State, Zip: _____
Supervisor: _____ Position: _____
How Long: _____ Salary: _____

Applicant 2

Current Employer _____ Phone: _____
Address: _____ City, State, Zip: _____
Supervisor: _____ Position: _____
How Long: _____ Salary: _____

ADDITIONAL INCOME (Social Security, Child Support, VA Administration, Scholarship Funds etc.)

Source: _____ Monthly Amount: _____
How Long: _____ Phone: _____

RENTAL HISTORY (No Less Than Two Years)

Applicant 1

Present Address: _____
Do you rent or own? _____ Current Rent/Payment: _____
Reason For Leaving: _____
Landlord/ Mortgage Co. _____ Phone: _____ Fax: _____
Previous Address: _____
Do you rent or own? _____ Current Rent/Payment: _____
Reason For Leaving: _____
Landlord/ Mortgage Co. _____ Phone: _____ Fax: _____

Applicant 2

Present Address: _____
Do you rent or own? _____ Current Rent/Payment: _____
Reason For Leaving: _____
Landlord/ Mortgage Co. _____ Phone: _____ Fax: _____
Previous Address: _____
Do you rent or own? _____ Current Rent/Payment: _____
Reason For Leaving: _____
Landlord/ Mortgage Co. _____ Phone: _____ Fax: _____

ALL APPLICANTS MUST SIGN BELOW:

SIGNATURE: _____ DATE: _____
SIGNATURE: _____ DATE: _____



REFERENCES

Name : _____ Phone: _____

Address: _____ Relationship: _____

Name : _____ Phone: _____

Address: _____ Relationship: _____

OTHER INFORMATION

Water Filled Furniture: YES or NO

Vehicles(make, mode, year and license plate number: _____

In the past have you ever been delinquent in paying rent or other financial obligations? If yes please explain: _____

In the past, have you failed to perform any obligations of a rental agreement or have you been a defendant in an eviction lawsuit? If yes please explain: _____

-The information provided above is true and correct to the best of my knowledge. I hereby authorize Quintessential Properties or its agent to verify the above information and obtain a consumer or investigative credit report, criminal background report and eviction records. I understand that there is a \$50 fee per adult for verifying this rental application is not a deposit and will not be applied towards rent or be refunded in the event the application is denied.

-The full damage deposit must be placed in order to remove a property from the market during the processing of an application. If a damage deposit is not paid to hold a property Quintessential Properties reserves the right to process multiple applications. If your application is approved you will be required to sign a lease within 3 days. The property will only be held off the market for a maximum of 2 weeks from the date of this application, if a damage deposit is received and a lease has been signed (unless written approval is given for an extended move in date). After that the lease must start and rent must be paid. If you fail to sign the lease within the 3 day time period or fail to move in to the property, the full damage deposit will be forfeited as liquidated damages and the property will be placed back on the rental market. (Damage deposit paid to Quintessential Properties for holding a property off the market during application processing are only refundable in the event of a denial.)

ALL APPLICANTS MUST SIGN BELOW:

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____



Please fill out which option you are taking prior to submitting your application.

OPTION 1

I HAVE CHOSEN TO PLACE A FULL DEPOSIT OF _____ ON (DATE) _____ AT (TIME) _____ IN ORDER TO TAKE THE PROPERTY LOCATED AT _____ OFF THE MARKET DURING THE PROCESSING OF MY APPLICATION. I UNDERSTAND THAT THE DEPOSIT IS ONLY REFUNDABLE IN THE EVENT MY APPLICATION IS DENIED.

Signature _____ Date _____

Signature _____ Date _____

OPTION 2

I HAVE CHOSEN TO NOT PLACE A DAMAGE DEPOSIT ON THE PROPERTY LOCATED AT _____. I UNDERSTAND THAT QUINTESSENTIAL PROPERTIES RESERVES THE RIGHT TO TAKE MULTIPLE APPLICATIONS SINCE I HAVE CHOSED TO NOT PLACE A DEPOSIT ON THE PROPERTY.

Signature _____ Date _____

Signature _____ Date _____

FOR OFFICE USE ONLY

Address: _____

Rent: _____ Application Received: _____ (Date & Time)

Damage Deposit Received: _____ (Date & Time) Move in Date: _____

Broker's Duties Signed: _____ (Broker's initials and date)

LBP Pamphlet Given: _____ (Broker's initials and date)

LBP Addendum Signed: _____ (Broker's initials and date)

Remarks: _____

ALL APPLICANTS MUST SIGN BELOW:

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____



Tenant Release and Consent Form

I/We _____ the undersigned hereby authorize all persons or companies listed below to release without liability, information regarding employment, income, assets, rental history, and credit history to Quintessential Properties for the purpose of verifying information on my rental application.

INFORMATION THAT MAY BE REQUESTED

I understand that the previous or current information regarding me/us may be needed. Verifications and inquiries that may be requested are, but not limited to: personal identity, employment, income, assets, rental history, credit history, and criminal background history.

SOURCES USED TO OBTAIN INFORMATION

- Past and/or present employers
- Previous Landlords
- Public Housing Agencies
- Support and Alimony Providers
- Welfare Agencies
- State Unemployment Agencies
- Social Security Administration
- Veterans Administration
- Retirement Systems
- Banks or other Financial Institutions
- Credit Bureau
- State and/or National Sex offender Registry
- State and/or National Background History Record

I/We agree that a photocopy of this authorization may be used for the purpose of obtaining the information stated above.

ALL APPLICANTS MUST SIGN BELOW:

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

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.

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 paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

INITIAL HERE (d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor _____ Date _____ Lessor _____ Date _____

Lessee SIGN HERE _____ Date _____ Lessee SIGN HERE _____ Date _____

Agent _____ Date _____ Agent _____ Date _____