

# NEW MEXICO NOTICE TO QUIT

Date of this Notice to Quit: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_

Name(s) of Tenant(s) and all  
Adults Residing at the Leased Premises: \_\_\_\_\_

\_\_\_\_\_

(referred to herein collectively as the "Tenant")

Name of Lease Guarantor (if any): \_\_\_\_\_

Property Address, including Unit Number: \_\_\_\_\_

\_\_\_\_\_

(referred to herein as the "Leased Premises")

This Notice constitutes a NOTICE TO QUIT under and in accordance with applicable laws and that certain \_\_\_\_\_  
[insert name of lease document] dated as of \_\_\_\_\_  
between Landlord and Tenant (referred to herein as the "Lease").

ACCORDINGLY, Tenant shall and is hereby required to QUIT AND VACATE the Leased Premises within \_\_\_\_\_ days after service of this NOTICE TO QUIT upon Tenant (such date is referred to herein as the "Deadline"), unless the violation or lease default described below has been cured in full on or before such Deadline, or as otherwise set forth below.

**Violation or Lease Default (if applicable):**

Past-due rent. \$ \_\_\_\_\_  
Describe the time period or dates of delinquency: \_\_\_\_\_

Late fees. \$ \_\_\_\_\_  
Describe: \_\_\_\_\_

Total Amount Due, on or before Deadline: \$ \_\_\_\_\_



Non-Monetary default.

Describe the non-monetary default and what must be done by the Deadline to cure same: \_\_\_\_\_

\_\_\_\_\_

Section of the Lease under default: \_\_\_\_\_

If this box is checked, Tenant is not necessarily in default of the Lease, but Landlord is nonetheless proving this Notice to Quit to Tenant as a notice of Lease termination in order for Landlord to recover possession of the Leased Premises, in accordance with terms of the Lease and applicable law. Accordingly, Tenant must vacate the Leased Premises on or before \_\_\_\_\_.

In the event Tenant does not comply with this Notice to Quit, Landlord shall have the right to commence an action against Tenant in Unlawful Detainer and/or Eviction, in order to recover possession of the Leased Premises. In such event, Tenant may be liable to Landlord for Landlord's legal fees and the court costs of the action, to the extent set forth in the Lease and applicable law.

In all cases, Landlord preserves all rights against Tenant and any Lease guarantor, whether at law, in equity, or as otherwise provided under the terms of the Lease or any Lease guaranty.

**IN WITNESS WHEREOF**, this Notice to Quit is dated as of the date set forth above.

Name of Landlord: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



**CERTIFICATE OF SERVICE**

On \_\_\_\_\_, I: *check all boxes that are true*

- Mailed by regular mail (postage prepaid)
- Mailed by Certified mail (return receipt attached)
- Hand-delivered by \_\_\_\_\_ (insert name of person)

**A copy of the within Notice to Quit to the following person(s):**

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

STATE OF NEW MEXICO )

) ss.

COUNTY \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_



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