

Holding Deposit Agreement

On _____ (date), Owner/Agent received \$ _____ as a holding deposit from the undersigned, hereinafter called "Applicant" as consideration for the Owner/Agent's agreement to take off the rental market the premises located at:

_____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)

Applicant understands that once this Agreement is signed by Applicant, and the holding deposit is received by Owner/Agent, the premises will be taken off the rental market and reserved for Applicant, and other potential applicants will be turned away. Note that a binding rental agreement will be subject to Owner/Agent's acceptance of Applicant's application, and subject to Owner/Agent and Applicant entering into a separate rental/lease agreement. However, this Holding Deposit Agreement will be binding upon execution by Owner/Agent and Applicant. The monthly rent under the rental/lease agreement will be \$ _____ per month and the term of the rental/lease agreement will be as follows (Owner/Agent check only one):

- a month-to-month term, beginning on _____.
(Date)
- a fixed term of _____, beginning on _____ and ending on _____.
(Term) (Date) (Date)

Denial of Application by Owner/Agent-Deposit Refund. If Applicant's application is not approved within three (3) business days from the date of this agreement Owner/Agent will refund to Applicant the entire deposit amount within _____ business days from the date Applicant was notified that the application was not approved (subject to Applicant's check clearing the bank).

Acceptance of Application. If Owner/Agent approves Applicant, Applicant must sign a rental/lease agreement (in a form acceptable to Owner/Agent) for the premises **no later than the move in date** _____ **or** **within** _____ business days of notice of Applicant's acceptance, or Owner/Agent will deduct "lost rental damages" (as defined below) incurred by Owner/Agent as a result of holding the subject premises off market. If Applicant signs a rental/lease agreement, Owner/Agent and Applicant **will** **will not** apply the holding deposit to first month's rent and/or security deposit. If there is inconsistency between the terms of this Holding Deposit Agreement, and a rental/lease agreement signed by the parties, the terms of rental/lease agreement will control. In the event the Applicant signs a rental/lease agreement and the unit is not available on the beginning date of the rental/lease agreement due to a prior tenant holding over, the Applicant's damages shall be limited to a return of the holding deposit, any security deposit and any advance payment of rent.

Applicant's Failure to Enter into Rental/Lease Agreement. If Applicant, after approval, chooses not to enter into the rental/lease agreement, Owner/Agent may deduct from the holding deposit "lost rental damages" to cover the lost opportunity to rent the premises.

Owner/Agent and Applicant agree that "lost rental damages" will be 1/30th of the monthly rent specified above for each day the premises was taken off market (beginning on the date of this agreement or _____) and ending on the date specified in the "Acceptance of Application" section above.

Within _____ business days after the subject premises is put back on the market, Owner/Agent will return to Applicant, at the Applicant's address shown below, any holding deposit balance remaining. If Applicant pays the holding deposit by check, Owner/Agent's return of any holding deposit balance remaining will be subject to prior verification that the Applicant's check has cleared the bank.

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party will recover, in addition to all other relief, reasonable attorneys' fees and costs.

Applicant's Signature

Applicant's Signature

Applicant's Name (please print)

Applicant's Name (please print)

Applicant's Address

Applicant's Address

Home Phone

Work Phone

Home Phone

Work Phone

Date

Owner/Agent

