

Holding Deposit Agreement

Applicant Name(s): _____ Date: _____

Phone No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Applicant hereby submits \$ _____ as a holding deposit as consideration for Owner/Agent to remove the premises described below from the rental market for a fixed period:

Premises _____ Unit # _____

City: _____ State: _____ Zip: _____

Applicant understands that the holding deposit is not a security deposit. Applicant understands that the premises is being taken off the rental market and reserved for the Applicant. Applicant understands that the premises will only be held for _____ days for Applicant, and that all necessary paper work must be provided to Owner/Agent by ____/____/____. This Holding Deposit Agreement does not obligate Owner/Agent to execute a Lease Agreement or to deliver possession of the premises. The holding deposit solely holds the premises off the market. A lease agreement will be subject to Owner's/Agent acceptance of Applicant's application, and subject to Owner/Agent and Applicant entering into a separate lease agreement for the premises.

Upon Owner's/Agent approval of the application to rent, Applicant agrees to execute the lease agreement within _____ days upon which time holding deposit will be applied towards the security deposit.

Owner/Agent intends on having the Premises ready by ____/____/____; however, if the premises are not ready, Applicant may elect to have their holding deposit returned. The Parties agree that this is the only remedy available in the event the premises are not ready.

If Applicant fails to execute the lease agreement within _____ days of being approved, the holding deposit will be retained for lost rental damages. Damages will be calculated based on the number of days the unit was removed from the market. Applicant agrees that forfeiture of the holding deposit, in such instance, is not a penalty, but represents a fair and reasonable estimate of the costs that Owner/Agent has and will incur as a result of Applicant's failure to timely enter into a lease for the Premises. The Owner/Agent agrees to refund the balance of the holding deposit by _____, 20____ (Date). The parties hereto shall have no further obligation to one another, it being understood and agreed that the provisions of California Civil Code Section 1671 (c) and (d) are applicable in that, under the circumstances herein, it would be impractical or extremely difficult to fix the actual damage caused to Owner by the conduct of Applicant.

Applicant(s):

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

Owner/Agent:

_____ Date _____

