

## ATTACHMENT A - DEPOSIT AGREEMENT

### 1. Application Fee & Holding Deposit.

An application processing fee and holding deposit of \$100 is required to hold the Premises for the Applicant and to process the Request for Housing (rental application).

The Request for Housing is not a lease or rental agreement. Landlord reserves the right to reject the Request for Housing any time prior to execution and delivery of the Lease.

In the event Landlord rejects the Request for Housing, Landlord will refund \$50 to the Applicant. The remaining \$50 is non-refundable as an Application Processing Fee.

If Landlord accepts the application and Applicant chooses not to enter into the Lease, Applicant agrees to forfeit the entire holding deposit already received from Applicant as liquidated damages in consideration for holding the Premises.

If Landlord accepts the application and Applicant enters into the Lease, the entire \$100 will be credited towards the reservation deposit.

If Tenant fails to post the reservation deposit by the required date, Tenant forfeits the entire holding deposit and any claim to renting the Premises.

### 2. Reservation Deposit.

At the execution of the Lease or within thirty (30) days of the commencement of the Lease, whichever is later, Tenant will post a reservation deposit equal to rent for thirty (30) days or the length of stay, whichever is less. Landlord may charge Tenant's credit card on file for the remainder of the reservation deposit.

If the Tenant withdraws from the Lease or fails to take possession of the Premises, Tenant may forfeit the entire deposit or a portion thereof as liquidated damages in consideration for reserving the Premises, opportunity to rent to other tenants lost, and the cost of re-renting the Premises.

Tenant agrees the reservation deposit received will be applied against the total security deposit required for the rental of the Premises.

Upon execution of the Lease, this Deposit Agreement and the terms herein shall become part of the Lease as Attachment A.

### 3. Security Deposit.

Upon Tenant taking possession of the Premises, the reservation deposit will be converted to a security deposit the amount of which does not exceed one and one-half (1 ½) month's rent. The security deposit will be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of the Lease, any extension thereof or holding over period or applied on any damages to the Premises caused by the Tenant, his family, invitees, employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease.

Tenant may not utilize the security deposit as rent, nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant.

In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this Lease Agreement and any renewal thereof or holding over.

In the event of the sale of the property upon which the Premises is situated or the transfer or assignment by the Landlord of the Lease, Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord.

### 4. Release of Security Deposit.

Within fourteen (14) days, excluding Saturdays, Sundays or other legal holidays, after Tenant has vacated the Premises and met the conditions below Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check or credit card refund for any deposit balance.

Landlord may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damage to the Premises, except for ordinary wear and tear caused by Tenant; (3) clean the Premises if necessary; and (4) compensate Landlord for any other losses as allowed by state law. Tenant may not apply the Security Deposit to the final month's rent.

### 5. Conditions for Release of Security Deposit.

1. Tenant vacates on scheduled departure date or by providing Landlord with thirty (30) day written notice to vacate if vacating on a different date.
2. Entire Premises are clean in accordance with "Move Out Cleaning" standards.
3. All debris, rubbish, and/or garbage is placed in the trash collection container.
4. No damage to the Premises, including flooring, walls, and yard, beyond normal wear and tear.
5. No damage to personal property listed on the Personal Property Inventory, beyond normal wear and tear.
6. All items listed on the Personal Property Inventory are in the Premises and in good working order.
7. All locks are in working order and have not been damaged, changed, or replaced.
8. All keys and garage remotes have been returned to the Landlord.
9. Tenant has complied with all other terms of the Lease Agreement throughout the Lease Agreement term.
10. No unpaid rent or late fees.
11. Forwarding address left with Landlord and U.S. Postal Service.