

## *Hopkins Park Apartments Holding Deposit Agreement*

On \_\_\_\_\_ (date), Owner/Agent received, in the form of a *cashier's check* or *money order* for **\$600.00** 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 **1260 (or) 1290 Hopkins Street Apt # Berkeley, Ca. 94702.**

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:

A fixed term of **one year (12 months)**, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**Denial of Application by Owner/Agent; Deposit Refund.** If Applicant's application is not approved within five (5) business days from the date of this agreement Owner/Agent will refund to Applicant the entire deposit amount within seven (7) business days from the date that the Applicant was notified that the application was not approved.

**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 within five (5) business days of notice of Applicant's acceptance, or Owner/Agent will retain the deposit as "lost rental damages" 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 apply the holding deposit to the 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 the 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.

**Applicants with Pets.** This holding deposit is accepted with the understanding that you have read, agree to, and will submit all required documentation outlined in the Pet Policy & Pet Agreement. Your failure to provide the required documentation at least ***10 days prior to the start date*** of your lease contract will prevent you from bringing the pet(s) onto the property.

**Applicant's Failure to Enter into Rental/Lease Agreement.** If Applicant, after approval, chooses not to enter into the rental lease agreement, Owner will retain the entire holding deposit.

\_\_\_\_\_  
Applicant's Signature (date)

\_\_\_\_\_  
Applicant's Signature (date)

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Address

\_\_\_\_\_  
Applicant's Address

\_\_\_\_\_  
Applicant's Contact Phone #

\_\_\_\_\_  
Owner/Agent