202(04/16)

DEPOSIT TO HOLD AGREEMENT

DATE: ___ ___ ___

TENANT NAME(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

Applicant hereby agrees to pay the following deposit to secure the execution of a rental agreement on the following terms and conditions (additional terms at the bottom of this agreement):

DEPOSIT TO HOLD AMOUNT: $_____. **RENTAL AGREEMENT AND TENANCY SHALL COMMENCE ON:** ____ ____ ____.

Landlord will require the following rent, deposits and fees to be paid, as part of the rental agreement to be executed.

MONTHLY RENT AMOUNT: $_____. **LAST MONTH'S RENT DEPOSIT:** $_____. **SECURITY DEPOSIT:** $_____.

ADDITIONAL SECURITY DEPOSIT FOR KEEPING A PET: $_____.

ADDITIONAL SECURITY DEPOSIT FOR: _____. $_____

LATE CHARGES: (insert description)

If rent is not paid by the end of the 4th day of the rental period, then Tenant(s) shall pay a late charge as follows (choose one):

- ○ One time late charge of $ _____
- ○ Daily late fee is not to exceed 6% of the amount customarily charged for flat late fees in the rental market: $ _____ per day
- ○ Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof: $ _____ per 5 days

FEES:

- Dishonored Check Fee: $35.00 plus any charges bank imposes on Landlord
- Smoke Alarm/Carbon Monoxide Alarm Tampering Fee: $250.00

NON-REFUNDABLE FEES: (Check all that apply)

○ $_____($50.00 if left blank*) for late payment of utility or service charge that is paid directly to the Landlord (per occurrence)

○ $_____($50.00 if left blank*) for failure to clean up pet service or companion animal waste, garbage, rubbish or other waste from outside of the dwelling unit (per occurrence)

○ $_____($50.00 if left blank*) for improper use of vehicle within the premises (per occurrence)

○ $_____($50.00 if left blank*) for parking violations (per occurrence)

*Note: The foregoing noncompliance fees apply to a second violation and may not exceed $50.00. Third or subsequent violations will result in a non compliance fee, not to exceed $50.00, plus 5% of the rent. Third or subsequent violations will result in a noncompliance fee of $_____($50.00 if left blank) plus 5% of the rent.

○ $_____($250.00 if left blank) for keeping on the Premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405. This noncompliance fee only applies to a second or any subsequent violation and may not exceed $250.00.

○ $_____($250.00 if left blank) for smoking in a clearly designated nonsmoking unit or area of the Premises. This noncompliance fee only applies to a second or any subsequent violation and may not exceed $250.00.

EARLY LEASE TERMINATION FEE:

$ _____ *(1.5 times the total monthly rent if left blank. If not applicable, insert "0".)*

RENTER'S LIABILITY INSURANCE: Check If Applicable: ○ The Landlord requires tenant to obtain and maintain renter's liability insurance in the amount of $ _____ (if left blank, $100,000.00). Landlord may require proof of insurance prior to entering into a written rental agreement.

The parties agree that this deposit to hold is paid for the purpose of securing the execution of a rental agreement after landlord has approved the applicant(s) for occupancy and prior to entering into a rental agreement and beginning the tenancy. If a rental agreement is executed pursuant to this agreement, landlord shall apply the deposit to hold toward the monies due under the rental agreement or refund the deposit immediately. If a rental agreement is not executed due to a failure by the approved applicant(s) to comply with this agreement to execute, landlord may retain the deposit. If a rental agreement is not executed due to a failure by the landlord to comply with this agreement to execute, landlord shall refund the deposit to the approved applicant(s) by either making the deposit available to the approved applicant(s) at the landlord's customary place of business or mailing it by first class mail to the address listed as the approved applicant(s) first listed current address on the application.

X_____
Landlord/Owner/Agent Date

X_____
Approved Applicant Date

X_____
Approved Applicant Date

X_____
Approved Applicant Date

X_____
Approved Applicant Date

X_____
Approved Applicant Date

EQUAL HOUSING OPPORTUNITY

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