

# Deposit to Hold Agreement

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

This agreement is between \_\_\_\_\_, hereafter referred to as "Prospective Tenant(s)," and \_\_\_\_\_, hereafter referred to as "Landlord."

Prospective Tenant(s) has been approved for tenancy at the above listed address.

Landlord acknowledges receipt of Deposit to Hold in the amount of \$ \_\_\_\_\_ from Prospective Tenant(s) as a **non-refundable** holding fee for the property listed above. Prospective Tenant(s) understands the holding fee reserves the property for the Prospective Tenant(s) until a lease and all move-in requirements have been properly completed. The lease and all move-in requirements must be completed before 5:00pm \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

## MOVE-IN REQUIREMENTS

1<sup>st</sup> Months Rent must be paid in full in the amount of: \$ \_\_\_\_\_

Security Deposit must be paid in full in the amount of: \$ \_\_\_\_\_

Other Move-in Funds must be paid in full in the amount of: \$ \_\_\_\_\_

All tenant paid utilities must be transferred into Prospective Tenant's name.

A lease must be executed and signed by all parties.

When all move-in requirements have been met and Prospective Tenant(s) given possession of the property, the Deposit to Hold will be transferred to the Security Deposit to be held through the entire tenancy. Prospective Tenant understands and agrees that no possession of the property will be granted until all move-in requirements have been completed.

Deposit to Hold will be held in a trust account by the landlord. If for any reason, the Prospective Tenant(s) fail to complete all move-in requirements by the above listed date and time, the landlord will return the property to public offering and the entire Deposit to Hold will be forfeited to the Landlord for expenses including, but not limited to, lost rent, holding costs, advertising costs, and marketing costs.

\_\_\_\_\_  
**Prospective Tenant**

\_\_\_\_\_  
**Prospective Tenant**

\_\_\_\_\_  
**Prospective Tenant**

\_\_\_\_\_  
**Landlord**