

PARK SQUARE at *Seven Oaks*

A FULLER APARTMENT HOMES COMMUNITY

11325 PARK SQUARE DRIVE • BAKERSFIELD, CALIFORNIA 93311 • (661) 584-4434
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HOLDING DEPOSIT AGREEMENT

On <<DepDate>>, Landlord received <<micMIAmt [deposit]>> as a holding deposit from the undersigned, hereinafter called "Applicant" as consideration for the Landlord's agreement to take off the rental market the premises located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>

1. **Binding Agreement.** Applicant understands that once this Agreement is signed by Applicant, and the holding deposit is received by Landlord, 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 Landlord and Applicant entering into a separate Rental/Lease Agreement. However, this Holding Deposit Agreement will be binding upon execution by Landlord and Applicant. The monthly rent under the Rental/Lease Agreement will be <<micLeaseAmt [Rent]>> per month and the term of the Rental/Lease Agreement will be as follows:

A fixed term of <<prleaseterm>> month(s), beginning on <<prleasefrom>> and ending on <<prleaseto>>.

Pro-rated Move-In Rent. No later than the move in date <<prleasefrom>>, Applicant must by means of Credit Card, Debit Card, or Cashier's Check, pay the following:
Rent for Period <<prorateDTfrom>> through <<leasefromdatelastdayofmonth>> = <<proRatedRent>>
Internet for Period <<prorateDTfrom>> through <<leasefromdatelastdayofmonth>> = <<micMIAmt [cable]>>

2. **Acceptance of Application.** Applicant must sign a Rental/Lease Agreement (in a form acceptable to Landlord) for the premises no later than the move in date <<prleasefrom>> or Landlord will deduct "lost rental damages" (as defined below) incurred by Landlord as a result of holding the subject premises off market. If Applicant signs a Rental/Lease Agreement, Landlord and Applicant **will** apply the holding deposit to 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 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.

All adults to occupy the subject premises must sign the Rental/Lease Agreement prior to occupancy.

3. **Applicant's Failure to Enter into Rental/Lease Agreement.** If Applicant, after approval, chooses not to enter into the Rental/Lease Agreement, Landlord will deduct from the holding deposit "lost rental damages"(as defined below) to cover the lost opportunity to rent the premises.

Landlord and Applicant agree that "lost rental damages" will be 1/30th of the monthly rent specified above for each day the premises are vacant from the date Applicant's tenancy was to begin, to the date the tenancy commences upon re-letting, not to exceed 30 days.

Within Five (5) business days after the subject premises is put back on the market, Landlord will return to Applicant, at the Applicant's address shown below, any holding deposit balance remaining. If Applicant pays the holding deposit by check, Landlord's return of any holding deposit balance remaining will be subject to prior verification that the Applicant's check has cleared the bank. The holding deposit shall be returned in the form of a single check made out to all Applicants listed below. Applicant may request Electronic Direct Deposit by filling out the Holding Deposit Disposition Agreement.

4. **Keys and Access Devices.** On move in date, once the Rental/Lease Agreement is signed, all move in fees are paid in full, and government issued ID is provided, one key fob will be provided to each Resident named on the Rental Agreement.
5. **Utilities.** Applicant is required to initiate electric service by calling Pacific Gas & Electric (800) 743-5000. Service must start on the move in date specified in the "Acceptance of Application" section above. Water and Sewer will be billed directly to Resident based upon usage from YES Energy Management. Fiber Optic Internet Access will be charged monthly with Rent.
6. **Attorneys' Fees.** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party will recover, in addition to all other relief, reasonable attorneys' fees and costs.

<<prfirstlast>>	<<ocname1>>	<<ocname2>>	
<<prADDRONE>> <<prADDRTWO>> <<prCITY>> <<prSTATE>> <<prZIP>>	<<occADDRONE1>> <<occADDRTWO1>> <<occCITY1>> <<occSTATE1>> <<occZIP1>>	<<occADDRONE2>> <<occADDRTWO2>> <<occCITY2>> <<occSTATE2>> <<occZIP2>>	
Address	Address	Address	
<<premail>>	<<prcell>>	<<ocemail1>>	<<occtel1>>
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Email	Phone Number	Email	Phone Number
Park Square at Seven Oaks Partners, LLC Landlord 11325 Park Square Drive Bakersfield, CA 93311	<input checked="" type="checkbox"/> by Juana Guardado, Individual Signing For Landlord	Fuller Apartment Homes, Inc. Agent for Landlord Management Co.	Date