



1953 Garden Avenue
Eugene, OR 97403
P: (541) 465-3825
F: (541) 485-8177
info@mallardproperties.net
www.mallardproperties.net

Any closer, you'd be in class!

AGREEMENT TO HOLD PROPERTY

Landlord: Mallard Properties

Applicants: _____

Landlord has approved Applicants to lease the Property described below. Concurrently herewith and with the Applicants approval of application, Applicants are paying to Landlord a **Deposit-To-Hold** in the sum of \$ _____ (*For Properties within the City of Eugene, the maximum-Security Deposit or Deposit-To-Hold can be no more than two months' rent for the Property unless an exception applies under Eugene Rental Housing Code Section 8.425) for the purpose of reserving that Property for lease by Applicants, subject to the terms of this agreement. Applicants agree to enter into a rental agreement ("lease") for the Property upon the terms below, and acknowledge that **if they fail to enter into a rental agreement and occupy the Premises, their entire Deposit to Hold will be kept by Landlord**, except as otherwise provided in this agreement. The lease must be signed by Applicants no later than: _____, 20____. The terms of such lease are:

Property: _____ Eugene, OR 974____.

Lease begins: ____/____/____; Lease ends: ____/____/____

Rent is due, in advance, on the **1st** day of each month. Total Unit **Monthly Rent** is: \$_____.00

Landlord may charge the following noncompliance fees:

- Late fee; if not received by midnight on the 4th day of the month: **\$75.00**.
- Smoke alarm and carbon monoxide alarm tampering fee: **\$250.00**.
- Dishonored check fee: **\$35.00** (Tenant may be charged separate fees by their own bank)
- Late payment of utility fee: **\$50.00**.
- Failure to clean up garbage, pet waste or other waste: **\$50.00**.
- Parking violation or other improper use of vehicle fee: **\$50.00**.
- Smoking in designated nonsmoking unit or area: **\$250.00**.
- Violation of a written pet agreement: **\$50.00**.
- Keeping unauthorized pet on the premises capable of damage: **\$250.00**.

Parking, Storage & Utilities:

- Parking: _____ off-street **compact** parking space(s) for the premises are included.
- Storage space: Included ☐ Yes ☐ No **tenants do not have access to their storage unit until their lease starting date. We cannot store personal property before or after your tenancy.
- Utilities/Services paid by ("L" for Landlord; "T" for tenants):
____ electricity; ____ water; ____ sewer; ____ garbage; ____ cable; ____ gas; ____ Internet;
____ other: _____;

Flat rate utilities to be paid to Landlord by tenant: _____;

the following charges are charged to tenants or apportioned between tenants and others as follows:
_____;

these charges benefit other tenant(s) or common areas. TENANTS SHALL PROMPTLY PLACE ALL UTILITIES AND SERVICES FOR WHICH TENANTS ARE RESPONSIBLE IN TENANTS' NAMES AND MAINTAIN THEM IN TENANTS' NAMES FOR THE ENTIRE TERM OF TENANCY.

Upon lease ending, we expect the property to be returned in the same condition that the residents received the property.

This includes, but is not limited to:

- Professionally cleaned carpets.
- Deep cleaning and Sanitizing.
- Windows cleaned, including the interiors, tracks, and sills.

[Applicants' initials acknowledging and agreeing to the terms on this page: _____]

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In addition to the foregoing, Applicants agree to pay the remaining balance required, as set forth below, no later than the date the lease is signed. This agreement does not reserve the Property for, and the Property may not be occupied by, anyone other than the Applicants named above. **Landlord is not bound by this agreement until Applicants have paid the Deposit-To-Hold.**

If a lease of the Property is executed by the date required above, Landlord shall apply the Deposit To Hold toward the payments required at move-in or refund the deposit to the tenant, as specifically detailed below. If a lease is **NOT** executed due to failure of Applicants to comply with this agreement, except as otherwise stated below, Landlord will retain the Deposit To Hold. If a lease is not executed due to a failure by Landlord to comply with this agreement or unless the Applicant has rejected the agreement due to the discovery of material defects relating to the premise's habitability as described in ORS 90.320(1), Landlord shall return the Deposit to Hold to Applicants within five (5) business days by making it available at Landlord's place of business or by First Class Mail to the address given below. The plural includes the singular in this agreement. Reference to Mallard Properties as "Landlord" does not mean that a tenancy has begun, if a lease has not been finalized. Landlord is not responsible for any lapse in time between Applicants' current lease ending and the start of the lease of the Property.

Payments required:

\$.00 Security Deposit

\$.00 Additional Security Deposit, if applicable.

\$.00 Prorated Rent (___/___/___--___/___/___)

Total: \$_____.

Paid Today: \$_____.

Total required at move-in: \$_____.

Receipt:

Landlord has received \$_____ as a Deposit to Hold this property. Applicants agree to pay the balance remaining upon signing the lease, prior to receiving keys. **ALL** Payments to Landlord must be forwarded and payable to: _____, c/oMallard Properties, 1953 Garden Ave, Eugene, OR 97403. Applicants' address for mailing any refund is: _____.

Executed as of the _____ day of _____, **20**____, by:

Applicants:

(sign)

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(print name)
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(date)

(sign)

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(print name)
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(date)

(sign)

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(print name)
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(date)

(sign)

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(print name)
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(date)

(sign)

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(print name)
```

(date)

Landlord: Mallard Properties:

(sign)

(title)

(date)