# Agreement to Execute Rental Agreement

**Owner/Agent** acknowledges receipt of an execution deposit of **SAMPLE** for the unit identified above. Applicant agrees to pay the balance of the total monies due at move-in and complete and execute all the rental documents prior to move-in. Payment of the balance of the total monies due at move-in will be a condition precedent to executing the Rental Agreement.

**Type of Rental Agreement:**
- **Lease**
- **Month-to-Month**

Tenancy to begin on **SAMPLE** and to end **SAMPLE**. Total Monthly Charges **SAMPLE**.

**EXECUTION DEPOSIT REFUNDS**

The execution deposit shall be retained or returned only under the following conditions:
- If Applicant pays the balance of total monies due at move-in and executes the Rental Agreement, Owner/Agent shall apply the execution deposit towards total monies due at move-in. If Applicant fails to pay the balance of monies due at move-in and/or fails to execute the Rental Agreement, Owner/Agent shall retain the execution deposit. If Applicant fails to execute the Rental Agreement due to Owner/Agent's failure to comply with this agreement, Owner/Agent shall mail the deposit to Applicant by first class mail. Return of the execution deposit shall be Applicant's sole remedy for failure to execute this Agreement.
- If Owner/Agent's failure to convey possession of the unit on the date specified above. Applicant's dissatisfaction with the unit at the time possession is delivered is not grounds to terminate this Agreement or obtain a refund of the execution deposit.
- This Agreement will terminate and Owner/Agent will return the execution deposit if Applicant is using a Housing Choice Voucher and: (a) the housing authority does not approve the monthly rent as fair market rent; or (b) the housing authority does not complete its inspection and approve the Unit within **SAMPLE** days (14 if not filled in) of the date hereof.

**FEES**

- **Smoke Alarm/Carbon Monoxide Alarm Tampering Fee** (not to exceed $250) **SAMPLE**
- **HOA Move-In Fee** **SAMPLE**
- **HOA Move-Out Fee** **SAMPLE**
- **Non-Compliance Fees:**
  - **Late Rent Payment Fee** **SAMPLE**
  - **Late Fee Becomes Due When Rent is Not Received by End of the 4th Day of the Rental Period.**

**ACCOUNTING**

**TOTAL RENT DUE AT MOVE-IN** **SAMPLE**

**OTHER MONTHLY CHARGES**

**Total Specials/Adjustments/HOA Fees** **SAMPLE**

**TOTAL RENT/CHARGES AMOUNT DUE** **SAMPLE**

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**APPLICANT**

**PROPERTY NAME / NUMBER**

**OTHER AUTHORIZED OCCUPANT(S)**

**UNIT NUMBER**

**CITY**

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**RENT/CHARGES**

<table>
<thead>
<tr>
<th>First Rent Payment Due</th>
<th>$SAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>SAMPLE</td>
<td>SAMPLE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Second Rent Payment Due</th>
<th>$SAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>SAMPLE</td>
<td>SAMPLE</td>
</tr>
</tbody>
</table>

**TOTAL RENT DUE AT MOVE-IN** $SAMPLE

**OTHER MONTHLY CHARGES**

**TOTAL SPECIALS/ADJUSTMENTS/HOA FEES** $SAMPLE

**TOTAL RENT/CHARGES AMOUNT DUE** $SAMPLE

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**DEPOSITS**

**SECURITY DEPOSIT** $SAMPLE

**ADDITIONAL DEPOSITS** $SAMPLE

**TOTAL ADDITIONAL DEPOSITS** $SAMPLE

**TOTAL SPECIALS/ADJUSTMENTS/HOA FEES** $SAMPLE

**TOTAL DEPOSITS DUE** $SAMPLE

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**EXECUTION DEPOSIT PAID** $SAMPLE

**BALANCE DUE AT MOVE-IN** $SAMPLE

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**APPLICANT**

**DATE**

**APPLICANT**

**DATE**

**APPLICANT**

**DATE**

**APPLICANT**

**DATE**

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**Owner/Agent**

**ADDRESS**

**TELEPHONE**

**EMAIL**

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**Sample**

**Date**

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[Form# M035](#)

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This Agreement is intended to be used by the [Association of Community Housing Providers](#) and is subject to change without notice.