

960 Willoughby Avenue

DEPOSIT AGREEMENT

The undersigned _____ (“Tenant”)

has applied for the rental of apartment _____ (the “Apartment”) in the building located at 960 Willoughby Avenue Brooklyn NY 11206 for a term of 12 month(s). Tenant has agreed to rent the Apartment but has not yet signed a lease. To induce the landlord to consider the Tenant’s application for the Apartment, Tenant has delivered to Landlord a good faith deposit in the amount of \$_____ (the “Deposit”).

Tenant agrees that the Deposit shall be NON-REFUNDABLE in all circumstances, EXCEPT that the Deposit shall be refunded to Tenant if landlord refuses to rent the Apartment to Tenant, unless such refusal has resulted in whole or in part from Tenant’s acts or omissions or any default by Tenant under this Agreement, including, without limitation, Tenant’s failure, within 48 hours following request therefor, to (i) cooperate fully with any request of landlord or Agent in connection with the Apartment, Tenant’s Apartment rental application or information or materials which Tenant is asked to supply in connection therewith, (ii) provide additional rent, additional cash security or a third-party guaranty from a party deemed creditworthy by landlord in the event landlord determines that Tenant’s credit history, credit score, bank references, employment references or other application materials are insufficient or do not otherwise meet landlord’s requirements, or (iii) attend a lease signing for the Apartment and sign and deliver to landlord a lease for the Apartment. If Tenant and landlord sign a lease for the Apartment, then the Deposit shall be credited against the rent payable by Tenant under the lease, as determined by the landlord.

Tenant hereby waives any and all claims against the landlord, and its and their respective agents, brokers, principal brokers, officers, directors, partners, members, shareholders and employees in connection with the Deposit. This Deposit Agreement shall be governed by the internal laws of the State of New York. Any action thereon must be brought by a party hereto in the state or federal courts located within the State and City of New York. Each of the parties hereto hereby submits to the exclusive jurisdiction of such courts and agrees that such courts shall be a convenient forum for the resolution of any dispute involving the Deposit.

In witness whereof, the parties below, intending to be bound hereby, have executed this Deposit Agreement as of the _____ day of _____, 20____.

TENANT: _____
Print Name:

TENANT: _____
Print Name:

TENANT: _____
Print Name:

LANDLORD: _____
Print Name:

DEPOSIT RETURNED TO TENANT

Date refunded: _____

Tenant Signature: _____