

PERINGTON-MILLER & COMPANY

SECURITY DEPOSIT AGREEMENT

Date _____

Received from _____ per attached Lease Agreement and Deposit Payment Agreement between Tenant and Landlord.

Paid by ___ Check ___ Cash ___ Other _____ as the Security Deposit for residence located at the following address , State of Colorado. This Security Deposit Agreement is made apart of the Lease Agreement for the above-described real property and shall be attached to said Lease Agreement and incorporated as a part thereto.

RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

Full term of Lease Agreement has expired, and no month-to-month tenancy has been declared by Landlord or Owner; *subject to PET AGREEMENT if so deemed and as attached.*

One calendar month written notice has been given Landlord prior to the first day of any month before leaving the leased premises.

No damage to leased premises at time of vacating less normal wear and tear, including without limitation , damage caused by a pet (if any), and conditions as described in paragraph 7 of Lease Agreement; and move-out “inspection report” showing the requirements for work to make the demised premises available for new rental and by next Tenant(s).

Entire leased premise, including the appliances, bathrooms, closets, garages and yard are clean. All debris, rubbish and discards placed in proper rubbish or discard containers and removed. New grease spots in garage are removed and garage left clean and vacant.

No stickers or scratches on walls or ceilings. Small nail holes permitted in painted drywall only. No burns or spots on carpeting, or indentations or scratches in wood or resilient flooring caused by furniture.

No unpaid late charges or delinquent rents. All keys, locks, garage door openers returned.

The costs of labor and materials for cleaning, repairs and delinquent payments will automatically be deducted from the Security Deposit if the above provisions are not reasonably met and complied with. The portion of the security Deposit due Tenant(s), if any, will be refunded by a check, mailed to the forwarding address, made payable to the party responsible for paying the Deposit as captioned above. The Refund will not be made earlier than 14 days nor later than 30 days after vacating the premises.

Landlord agrees that, subject to the conditions Listed above, this Security Deposit will be returned in full.

Undersigned agrees that the Security Deposit may not be used to set-off any month’s rent or arrears Due, and that the full monthly rent will be paid on or before the 1st day of every month including the last month of occupancy.

Landlord _____

Tenant _____

Tenant _____