



Appointment Date & Time:

Appointments that are 15 minutes late will be rescheduled for the next available appointment slot.

Holding Fee Agreement

All funds MUST be in certified funds (money order or cashier's check ONLY.)

Tenant portal payments for 1st month's rent will NOT be accepted. PayPal is accepted for security deposits ONLY.

Applicant(s) will be responsible for a 3% PayPal fee. X_____ (initials)

Securing Date: _____ **Anticipated Lease Date:** Within 15 days of securing property

Property Address: _____

Applicant name(s): _____

Monthly Rent: _____ **Security Deposit:** _____ **Pet Fee:** _____ **Pro-Rate Rent:** TBD

Applicant does hereby convey to Triumph Property Management Corp. ("TPM"), the sum of Dollars (\$_____) ("Holding Fee"), and TPM agrees to take the property off the rental market for a period of fifteen (15) calendar days.

1. Applicant has received & approved a draft copy of the proposed Lease Agreement which is posted on our website (<https://triumphpropertymanagement.com/resident-corner>). Having had an opportunity to review the draft Lease Agreement, Applicant does hereby agree to execute a Lease Agreement with TPM on behalf of the Property Owner(s), if approved. Applicant understands that once this Agreement is signed by Applicant, and the holding fee is received by TPM, the premises will be taken off the rental market and reserved for Applicant, and other potential applicants will not be considered during this fifteen-day time frame. Applicant further acknowledges that this Agreement is not a binding Lease Agreement, and that execution of such a binding Lease Agreement is subject to and contingent on the property TPM's approval.
2. **Acceptance of Application.** If Applicant qualifies and TPM approves Applicant, Applicant must both 1) sign a Lease Agreement (in a form acceptable to TPM), for the premises and 2) must pay the full deposit as set out in the Lease Agreement on or before _____. Upon approval of Applicant and lease execution, the above holding fee will be applied in full to the security deposit first and then any remaining amount to rent, the terms "security deposit" and "rent" being further defined in the Lease Agreement.
3. **Applicant's Failure to Enter into Lease Agreement. If Applicant, after approval, does not enter into the Lease Agreement, Applicant forfeits the holding fee in full.** The parties acknowledge the above-noted holding fee is a reasonable, good-faith estimate of the damages likely to occur should Applicant not consummate a lease with TPM and the Property Owner(s), for the lost opportunity to rent the premises, and for administrative expenses including, but not limited to, processing Applicant's application, advertising, and re-listing the property.
4. **Not A Security Deposit.** Applicant understands and agrees that the Holding Fee is NOT considered a Security Deposit per NRS 118A.240.2(a), but instead is a fee to take the Property off the rental market.
5. **Attorney's Fees & Costs.** In the Event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and any costs incurred.

The property will be held for 15 days beginning on the "securing date" as noted above. If you choose to cancel within the hold or fail to enter into a lease agreement, the holding fee will be forfeited in its entirety.

