

SECURITY DEPOSIT AGREEMENT

Name of Owner(s): _____

Mailing Address: _____

City: _____ Postal Code: _____

Telephone No.: _____

E-mail: _____

Cabin No.: _____

Security Deposit: \$2,500.00 Paid Date: _____

General Terms

1. The Summer Village of Silver Beach (“The Municipality”) shall hold the Security Deposit.
2. The Municipality will not pay to the owner(s) any interest on the Security Deposit. Any interest earned on the account will be retained by The Municipality to offset administration costs of maintaining the Security Deposit account.
3. A landscaping plan, which proposes the placement of trees and shrubs to cover at least 20% of the lot area, shall be submitted to the Development Authority for approval prior to any landscaping being completed.
4. The Security Deposit shall be returned to the owner(s) upon the owner(s) completing construction in accordance with the approved development permit and landscaping plan within 1 year from the date the Municipality approves the owner(s) development permit subject to the following deductions:
 - a. All costs of and incidental to the repair, maintenance and replacement of sidewalks, trees, fences, survey pins and monuments, curbs, utilities and improvements on the lot or elsewhere in the Municipality arising from or necessitated by the acts or negligence of the Owner, the Owner’s Builder, employees, servants, contractors, agents, or workers and any person or persons whomever acting on behalf of the Owner;
 - b. All claims, demands, proceedings, actions, damages, costs and expenses which may be made or brought against the Municipality howsoever or which it may sustain, incur or be put to howsoever, either directly or indirectly by reason of construction, or the performance of any other work, on or relating to the lot by the Owner, its Builder, employees, servants, contractors, agents or workers;

- c. All costs incurred by the Municipality, acting reasonably, to complete construction or to rectify deficiencies to make the construction comply with the approved construction plans and the approved landscaping plan.
- d. Appearance During Construction – The owner is required to keep their lot clean and orderly during construction. There will be no burning of garbage. Owners (or their Builders) who fail to keep the lot clean and orderly will be charged for clean up carried out by the Municipality.

No trees, shrubbery, lawns, fencing, building or other site improvements shall be allowed to deteriorate to the detriment of the Municipality.

The amount of the above deductions shall be at the sole discretion of the Municipality acting reasonably. Any amount of the Security Deposit remaining after the above deduction(s) are made shall be returned to the owner(s).

The security deposit shall be released if everything is in compliance with the approved development permit, as confirmed through a real property report to be submitted after construction is complete, and Safety Codes permits final reports showing that the work complies, or the owner will receive a list of the deficiencies to be completed before any portion of the security deposit is released.

- 5. The Security Deposit will be forfeited, in full, to the Municipality if the owner(s) have not completed construction in accordance with the approved development permit within 1 year from the date the Municipality approves the owner(s) development permit. Notwithstanding the above, if the only deficiency remaining at the end of the 1 year is landscaping or other seasonal deficiencies, the Security Deposit shall be continued to be held by the Municipality until the then next occurring August 30th. The Security Deposit shall be released, in full, to the owner(s) if by that August 30th the landscaping and all other seasonal deficiencies have been properly completed. If any landscaping or seasonal deficiencies remain as of that August 30th the Security Deposit shall be forfeited, in full, to the Municipality.
- 6. The forfeiture, in whole or in part, of the Security Deposit to the Municipality shall not limit the liability of the owner(s) to the Municipality or affect any other rights or claims the Municipality may have against the owner(s).
- 7. Any forfeiture, in whole or in part, of the Security Deposit to the Municipality shall be as a genuine pre-estimate of damages and not as a penalty.

DATED this _____ day of _____, 20____.

CHIEF ADMINISTRATIVE OFFICER

OWNER

OWNER