

# Terms and Conditions

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Maryland: Montgomery/Howard Counties Terms and Conditions

**Revised 12/2021**

**By acknowledging the Terms and Conditions you are acknowledging the statements in this document. You may download a copy for your records.**

**Maryland: Montgomery/Howard Counties Terms and Conditions**

The Application Fee is a non-refundable application fee for processing this Application and will not be refunded to you.

If we put you on a waiting list for an Apartment Home, you will not be obligated to sign a Lease until we advise you (in writing, in person or by telephone) that an Apartment Home is available, and you accept the Apartment Home. You will have 24 hours after you are notified by us to accept or reject the Apartment Home, which you may do in writing, in person or by telephone. If you accept the Apartment Home, you will have 24 hours to pay all associated deposits and you must sign a lease within five (5) days or your rights to lease the Apartment Home will terminate. If you do not timely notify us of your acceptance of the Apartment Home, we will thereafter have no obligation to lease the Apartment Home to you.

If we approve this Application, we will ask that you execute the Lease (if you have not already done so). If, however, you decide prior to executing the Lease that, notwithstanding this Application, and our approval, you no longer wish to proceed with the Lease, we ask that you notify us in writing.

In all events, if you have not executed and returned the Lease to us within **five (5)** days after this Application is signed by you, we will assume that you are not interested in proceeding, the Apartment Home will no longer be reserved for you.

By accepting the Application Fee from you, we are not obligated to approve this Application or rent the Apartment Home to you. Our approval of this Application is contingent upon our receipt of a satisfactory report of your rental history, credit history and other information that we deem necessary.

By signing this Application, you certify that all persons over eighteen years of age who will be occupying the Apartment Home have completed and provided to us a separate Application for Residency, and that each such occupant of the Apartment Home will sign the Lease at the time required by us.

You authorize us, through our designated agent or employees, to obtain and verify information, *including a criminal background check* and ID verification for the purpose of determining whether or not to lease the Apartment Home to you, including by ordering or obtaining a consumer credit report. Applicants must successfully pass all verifications to move forward with a lease. You understand that should you enter into the Lease for the Apartment Home, we and our designated agents and employees will have a continuing right to review your credit information, rental application, payment history and occupancy history for account review purposes and for improving application methods. Should you enter into the Lease, you understand we may retain and incorporate data from your credit report to study and improve internal housing- and application-related metrics, and you authorize us to do so.

*AvalonBay does NOT accept Reusable Tenant Screening Reports.*

By submitting this application, you hereby consent to AvalonBay sharing Applicant's nonpublic personal information (as defined by the Gramm Leach Bliley Act, 15 U.S.C. §6802(e)) with one or more third party vendors (collectively, "Vendors") for the purpose of AvalonBay receiving an identity verification product in connection with my application, and for the Vendors' use in the preparation of similar reports.

By signing this Application, you certify that all information contained in this Application is true, correct and complete.

**AGENCY DISCLOSURE (applicable for Virginia and Minnesota applicants only)**

AvalonBay Communities, Inc. ("Manager"), and its leasing agents have been retained by the owner of the community in which your apartment is located as its representative for management and leasing services. Manager owes fiduciary duties such as loyalty and faithfulness to the owner. As our customer, we want you to understand that an agency relationship exists between Manager and the owner. Under applicable law, prompt disclosure in writing of agency relationships to all actual and prospective parties to a transaction at the earliest practical time is encouraged and/or required. Each party should carefully read all documents pertaining to any real estate transaction. Should you have any questions, please let us know and we will gladly answer them. By signing this application, each of the undersigned acknowledges that he or she has read and received a copy of this Agency Disclosure.

**It is unlawful to discriminate against an applicant or tenant because of their race, color, national origin, religion, gender, familial status, disability, or any other basis that may be protected under applicable state or local law.**

# ADDENDUM TO RENTAL APPLICATION

## Criminal History and Background Screening

This addendum **must** be presented as part of a rental application and acknowledged by applicant.

Applicant \_\_\_\_\_  
Print Name

Applicant \_\_\_\_\_ Initial \_\_\_\_\_  
Signature

Date \_\_\_\_\_

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1. The landlord has attached the following steps/processes that the landlord will follow regarding inquiries into criminal history and credit history in evaluating this application to determine your eligibility to rent:
    - The landlord may not require the applicant to disclose any criminal background history unless the landlord has made a conditional offer to the applicant.
    - The landlord may **only** conduct a criminal background check concerning the applicant **after** the landlord has made a conditional offer to lease the property to the applicant.
    - These processes cannot be changed during the application process.

Applicant Initial: \_\_\_\_\_

2. The landlord **must not** require applicant to reveal any arrest or criminal record prior to making a conditional offer to rent.

Applicant Initial: \_\_\_\_\_

3. The landlord may not raise the rent offered in this application within 7 days after receiving the completed application.