

Terms and Conditions

Florida Communities Application for Residency

Revised 7/2022

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Florida Terms and Conditions

We will apply the Deposit in accordance with the provisions set forth below. The Application Fee is a non-refundable application fee for processing this Application and will not be refunded to you. Upon receipt of this Application, the Deposit and the Application Fee, we will set aside and reserve the Apartment Home for you.

By submitting this Application, you agree to enter into a lease ("Lease") for the Apartment Home under the terms specified in this Application. We may require you to sign the Lease concurrently with your submission of this Application. However, 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, for any reason, we decline this Application, then we will refund the Deposit to you in full. If we approve this Application, we will ask that you execute the Lease (if you have not already done so). Upon your execution of the Lease, we will apply a portion of the Deposit to the Security Deposit and the remainder of the Deposit, if any, to the Common Area Amenities [Charge/Rent] that is due upon the execution of the Lease. 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, you must so notify us in writing (the "Termination Notice"). To be effective, the Termination Notice must be delivered by you during regular business hours to one of our representatives at the leasing office where the Apartment Home is located. Concurrently with your delivery of the Termination Notice to us, in consideration for our having held the Apartment Home off the market and reserved the Apartment Home for you, you agree to pay to us a "Reservation Fee" in an amount equal to the product of (i) the number of days from the date of this Application until we received the Termination Notice; multiplied by (ii) the base rent that would have been payable by you under the Lease for the Apartment Home (calculated on a per diem basis). After our receipt of the Termination Notice, we will refund the Deposit to you in accordance with our customary practice, less the full amount of the Reservation Fee, unless you have previously paid the Reservation Fee to us, in which case no deductions from the Deposit will be made.

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, and we will refund the Deposit to you, less the full amount of the Reservation Fee.

By accepting the Deposit and 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.

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.

Required Notice of Rental Housing Rights and Resources

Pursuant to Broward County Ordinance 2022-31, landlords and other lessors of residential rental property in Broward County are required to distribute this notice to persons applying to rent a rental unit. Where no application is required, this notice must be provided prior to the tenant beginning to occupy the rental unit.

This notice provides a general overview of rental rights and related resources for tenants in Broward County but is not intended to provide legal advice by either the County or the landlord providing the notice.

TENANTS HAVE RIGHTS

Just as tenants have responsibilities under Florida law and through lease agreements – including paying rent, keeping the unit clean and in working order, and not disturbing the peace - landlords have certain requirements and restrictions as well, such as providing a clean and safe property by maintaining the major systems and the building structure. Landlords in Broward County are also required to provide notice to tenants informing them when a late fee has been incurred.

KNOW THE LAW

Tenants in Florida can have either a written or an oral lease agreement. Because there are more likely to be misunderstandings with an oral lease, if possible, it is recommended that tenants have a written lease agreement with the landlord. Prior to entering into a lease, tenants should review their lease regarding their responsibilities and should also be familiar with Florida's Landlord/Tenant Law in Florida Statute Chapter 83, Part II. The State of Florida provides a free brochure with an overview of Florida's Landlord/Tenant Law that is available at FloridaConsumerHelp.com or by calling 1-800-HELP-FLA (435-7352) or 1-800-FL-AYUDA (352-9832) en Español.

ALL RESIDENTIAL RENTALS MUST BE FIT FOR HABITATION

A rental unit must generally include plumbing and heating that is compliant with all applicable codes, be reasonably free from pests and have fully-functioning and locking doors and windows, among other requirements. Structures in Broward County must also meet all applicable building, housing, and health codes. If there is an issue with your unit for which you are not responsible for in your lease, contact your

landlord as set forth in your lease. If your landlord does not address the issue within a reasonable timeframe, you may be able to report it. Certain issues, such as lack of operable sanitary facilities or water or leaking roofs, can be reported to your **Municipal Building Code Enforcement Department** or call **311**.

DISCRIMINATION AND RETALIATION ARE ILLEGAL

A landlord may not raise your rent or threaten to evict you because you reported a health or safety violation or filed a fair housing complaint. A landlord cannot treat you differently because of your race, nationality, disability, religion, or sexual orientation, or because you pay your rent with Section 8 vouchers or any other governmental assistance, among other criteria. If you feel you have been discriminated or retaliated against, you can contact the **Broward County Professional Standards/Human Rights Section** at (954) 357-6500 or the **Broward County Consumer Protection** at (954) 765-4400.

YOU HAVE THE RIGHT TO CHALLENGE AN EVICTION AND OTHER UNLAWFUL ACTION

A lease does not prevent you from challenging an eviction. If the landlord is violating the lease agreement, you can always seek relief through the courts. If you cannot afford an attorney, you can contact **Legal Aid Service of Broward County** at _____ to see if you are eligible for free legal assistance.

FINANCIAL ASSISTANCE

If you face eviction and/or homelessness, financial assistance may be available. There are many local organizations that can help. Contact **Broward County Family Success Center** at (954) 357-5001.

Required Notice of Rental Housing Rights and Resources

Resources

Discrimination (Race, Color, Gender, Age, National Origin, Religion, Disability, Marital or Familial Status, Sexual Orientation, Gender Identity or Expression)

Broward County Professional Standards/Human Rights Section
(954) 357-6500

Persons with Disabilities

Broward County ADA Officer
954-357-6500
(954) TTY: 357-6181

For hearing or speech assistance, call the Florida Relay Service Numbers, (800) 955-8771 (TDD) or (800) 955- 8700(v)

Section 8

Broward County Housing Authority
954 739-1114
Fort Lauderdale Housing Authority
954-589-7189

Housing & Rental Financial Assistance

Broward County Family Success Center
954-357-5001

The Broward County Emergency Rental Assistance Program (ERAP) provides financial assistance to qualified residents with rent and/or utilities. Visit the ERAP Application Portal at broward.org/rentassistance.

Eviction Proceedings & Disputes

Broward County Clerk of the Circuit Court
(954) 831-6565
Broward County Sheriff's Office Civil Division
(954) 831-8787

Complaints, Security Deposit Disputes & Source of Income Discrimination

Broward County Consumer Protection
(954) 765-4400

Legal Questions or Problems

Legal Aid Service of Broward County
(954) 765-8950

Affirmation of Receipt of Required Notice of Rental Housing Rights and Resources

I/We, _____ [tenant(s)], confirm that I/we have received a Required Notice of Rental Housing Rights and Resources on _____ [date].

Tenant Signature

Landlord Signature

Tenant Name (Printed)

Landlord Name (Printed)

Tenant Signature

Tenant Name (Printed)

NOTICE: This signature page should be retained by the landlord and a copy should be given to the tenant(s). The Rental Housing Rights and Resources can be found at broward.org/planning/renters.

