

Terms and Conditions

AvalonBay Communities Application for Residency

Revised 6/15/2017

Contents

California Terms and Conditions.....	2
Avalon Woodland Hills Terms and Conditions	3
California Receipt for Resident Screening	4
Avalon Woodland Hills Receipt for Resident Screening.....	5
California Notice of Consumer Reports	6
Connecticut Terms and Conditions.....	7
District of Columbia Terms and Conditions.....	8
District of Columbia Tenant Bill of Rights.....	9-11
Maryland Terms and Conditions	12
Maryland: Montgomery/Howard Counties Terms and Conditions	13
Massachusetts Terms and Conditions.....	14
New Jersey Terms and Conditions	15
New Jersey Multiple Dwelling Reporting	16
New York State Terms and Conditions	17
New York City Terms and Conditions	18-18
Rhode Island Terms and Conditions.....	20
Texas Terms and Conditions	21
Virginia Terms and Conditions.....	22
Washington Terms and Conditions.....	23

California Terms and Conditions

We will apply the Deposit in accordance with the provisions set forth below. The Application Fee is a generally non-refundable application fee for processing this Application and will not be refunded to you unless any of the costs itemized on the receipt are not actually incurred by us. You agree to pay the Application Fee in connection with our processing this Application whether or not an Apartment Home is actually available at this time. 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 for the purpose of determining whether or not to lease the Apartment Home to you. 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. You may have additional rights under the credit reporting or consumer protection laws of California. For further information, you can contact the California Department of Consumer Affairs or the California State Attorney General's Office.

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 and you acknowledge and agree that rent for the Apartment Home may not include costs for utilities, including water and sewer, for which you will be responsible

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.

Avalon Woodland Hills Terms and Conditions

We will apply the Deposit in accordance with the provisions set forth below. The Application Fee is a generally non-refundable application fee for processing this Application and will not be refunded to you unless any of the costs itemized on the receipt are not actually incurred by us. You agree to pay the Application Fee in connection with our processing this Application whether or not an Apartment Home is actually available at this time. Upon receipt of this Application, the Deposit and the Application Fee, we will set aside and reserve the Apartment Home for you.

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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 all credit information *including criminal background check* for the purpose of determining whether or not to lease the Apartment Home to you. 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. You may have additional rights under the credit reporting or consumer protection laws of California. For further information, you can contact the California Department of Consumer Affairs or the California State Attorney General's Office.

By signing this Application, you certify that all information contained in this Application is true, correct and complete and you acknowledge and agree that rent for the Apartment Home may not include costs for utilities, including water and sewer, for which you will be responsible

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.

California Receipt for Resident Screening

**RECEIPT FOR RESIDENT SCREENING
AND/OR CREDIT CHECKING FEES**

On the date below, AvalonBay Communities, Inc., as agent for the Owner, received \$ 30.00 from the undersigned (the "Applicant"), who offers to rent from Owner the apartment home no. _____ located at _____.

The above payment is to be used to screen the Applicant with regards to credit history and other background information.

The amount charged is itemized as follows:

- | | |
|---|-----------------|
| 1. Actual cost of credit report, unlawful detainer (eviction) search, and or other screening reports | \$ <u>6.23</u> |
| 2. Cost to obtain, process and verify screening information (includes staff time) | \$ <u>23.77</u> |
| 3. Total fee charged
(Based on the minimum amount of time for screening;
our actual costs may exceed the amount that we are charging you) | \$ <u>30.00</u> |

Applicant authorizes verification of information supplied by applicant via methods which may include, but are not limited to, resident screening and credit checking, whether or not an apartment is currently available for rent.

Avalon Woodland Hills Receipt for Resident Screening

**RECEIPT FOR RESIDENT SCREENING
AND/OR CREDIT CHECKING FEES**

On the date below, AvalonBay Communities, Inc., as agent for the Owner, received \$ 42.00 from the undersigned (the "Applicant"), who offers to rent from Owner the apartment home no. _____ located at _____.

The above payment is to be used to screen the Applicant with regards to credit history and other background information.

The amount charged is itemized as follows:

- | | |
|---|-----------------|
| 1. Actual cost of credit report, unlawful detainer (eviction) search, and or other screening reports | \$ <u>18.23</u> |
| 2. Cost to obtain, process and verify screening information (includes staff time) | \$ <u>23.77</u> |
| 3. Total fee charged
(Based on the minimum amount of time for screening;
our actual costs may exceed the amount that we are charging you) | \$ <u>42.00</u> |

Applicant authorizes verification of information supplied by applicant via methods which may include, but are not limited to, resident screening and credit checking, whether or not an apartment is currently available for rent.

NOTICE OF CONSUMER REPORTS

On _____ (date) Owner/Agent at _____ (community) requested the consumer report(s) checked below, which may provide information regarding the consumer’s character, general reputation, personal characteristics and mode of living.

Check if Applicable	Type of Report	Reporting Agency Contact Information (Name, Address, Telephone Number)
X	Unlawful Detainer (Eviction) Report	Corelogic Rental Property Solutions LLC Consumer Relations P.O. Box 509124 San Diego, CA 92150 By phone: (888) 333-2413
X	Credit Report	Experian 701 Experian Parkway P.O. Box 2002 Allen, TX 75013 Phone: 888-397-3742
	Other (Specify)	

You are entitled to receive a copy of the report. If you would like a copy of the report(s), Please check the box below, fill in your contact information and **return it to the Owner/Agent at the address listed below with the copy of proper identification. The report will be sent within three business days of receipt. Please be advised the notice will not be processed without one form of proper identification attached with the completed request.**

I request a copy of the report(s) checked above.

Applicant Name and Mailing Address

Applicant Name:

Applicant Mailing Address:

Signature:

Owner/Agent Mailing Address

AvalonBay Communities, Inc.

2901 Sabre Street, Suite 100

Virginia Beach, VA 23452

Attention: Notice of Consumer Reports

Important Information: An investigative consumer reporting agency shall supply files and information regarding your report during normal business hours and on reasonable notice. Files shall be made available for your visual inspection as follows:

- In person, if you appear in person and furnish proper identification. A copy of your file shall be available to you for the actual costs of copying.
- If you make a written request, with one form of proper identification (including a valid driver’s license, social security account number and/ or military identification card) for copies to be sent to a specified addressee. A summary of all information contained in files regarding your report shall be provided by telephone if you have made a written request with proper identification for telephone disclosure and the toll charge, if any, for the call is prepaid or charged to you.
- The agency shall provide trained personnel to explain to you any information in your file.
- The agency shall provide a written explanation of any coded information in your file.
- You may be accompanied by one other person of your choosing, who must furnish reasonable identification, but you may be required to furnish a written statement granting permission to the agency to discuss your file in the presence of such person.

Connecticut Terms and Conditions

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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.

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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 all credit information, *including a criminal background check* for the purpose of determining whether or not to lease the Apartment Home to you. 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.

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.

District of Columbia 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.

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You authorize us, through our designated agent or employees, to obtain and verify all credit information, *including a criminal background check* for the purpose of determining whether or not to lease the Apartment Home to you. 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.

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.

District of Columbia Tenant Bill of Rights

The Tenant Bill of Rights Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-147; D.C. Official Code §§ 42-3531.07(8) & 42-3502.22(b)(1)) requires the D.C. Office of Tenant Advocate to publish a "D.C. Tenant Bill of Rights" to be updated periodically and noticed in the D.C. *Register*. This document is not exhaustive and is intended to provide tenants with an overview of the basic rights of tenancy in the District. Except for rent control, all these rights apply to every tenant in the District.

1. **LEASE:** A written lease is *not* required to establish a tenancy. If there is one, the landlord must provide you with a copy of the lease and all addendums. The landlord must also provide you with copies of certain District housing regulations, including those for Landlord & Tenant relations. Certain lease clauses are prohibited, including waiver of landlord liability for failing to properly maintain the property. The landlord may not change the terms of your lease without your agreement. After the initial lease term expires, you have the right to continue your tenancy month-to-month indefinitely on the same terms, except for lawful rent increases. (14 DCMR §§ 101, 106 & 300-399)
2. **SECURITY DEPOSIT:** The amount of the security deposit may not exceed the amount of 1 month's rent. The landlord must place your security deposit in an interest-bearing account. The landlord must post notices stating where the security deposit is held and the prevailing interest rate. If there is a "move-out" inspection, the landlord must notify you of the date and time. Within 45 days after you vacate the apartment, the landlord must either return your security deposit with interest, or provide you with written notice that the security deposit will be used to defray legitimate expenses (which must be itemized within 30 more days). (14 DCMR §§ 308-311)
3. **DISCLOSURE OF INFORMATION:** Upon receiving your application to lease an apartment, the landlord must disclose: (a) the applicable rent for the rental unit; (b) any pending petition that could affect the rent (if rent control applies); (c) any surcharges on the rent and the date they expire (if rent control applies); (d) the rent control or exempt status of the accommodation; (e) certain housing code violation reports; (f) the amount of any non-refundable application fee, security deposit, and interest rate; (g) any pending condo or coop conversion; (h) ownership and business license information; (i) either a 3-year history of "mold contamination" (as defined) in the unit and common areas, or proof of proper remediation; and (U) a copy of this D.C. Tenant Bill of Rights document. The landlord must make this information accessible to you throughout your tenancy. Upon a tenant's request once per year, the landlord must also disclose the amount of, and the basis for, each rent increase for the prior 3 years. (D.C. Official Code §§ 42-3502.22 & .13(d)). All of the disclosures described above are available at the community.
4. **RECEIPTS FOR RENTAL PAYMENTS:** The landlord must provide you with a receipt for any money paid, except where the payment is made by personal check *and* is in full satisfaction of all amounts due. The receipt must state the purpose and the date of the payment, as well as the amount of any money that remains due. (14 DCMR § 306)
5. **RENT INCREASES:** "Rent control" limits the amount and the frequency of rent increases. For units that are exempt from rent control, generally only the lease terms limit rent increases. If rent control applies, the landlord may not raise the rent: (a) unless the owner and manager are properly licensed and registered; (b) unless the unit and common areas substantially comply with the housing code; (c) more frequently than once every 12 months; (d) by more than the Consumer Price Index (CPI) for an elderly tenant (age 62 or over) or tenant with a disability, regardless of income, if registered with the Rent Administrator; (e) by more than the CPI + 2% for all other tenants. A rent increase larger than (d) or (e) requires government approval of a landlord petition, which tenants may challenge. You also may challenge a rent increase implemented within the prior 3 years.
6. **BUILDING CONDITIONS:** The landlord must ensure that your unit and all common areas are safe and sanitary as of the first day of your tenancy. This is known as the "*warranty of habitability*." The landlord

must maintain your apartment and all common areas of the building in compliance with the housing code, including keeping the premises safe and secure and free of rodents and pests, keeping the structure and facilities of the building in good repair, and ensuring adequate heat, lighting, and ventilation. The tenant has the right to receive a copy of a notice of violation issued to the landlord (14 DCMR §§ 106; 30 I; & 400-999)

7. **LEAD PAINT HAZARD:** For properties built prior to 1978, the landlord must (a) provide a prospective tenant household with a form issued by the District Department of the Environment about their rights under the D.C. lead laws; (b) provide a current lead-safe "clearance report" to (i) a prospective tenant household that includes a child less than 6 years of age or a pregnant woman, (ii) an in-place tenant household that gains such a person and requests the report in writing from the landlord, and (iii) any tenant household regularly visited by such a person; and (c) disclose to a tenant household what the landlord reasonably should know about the presence in the tenant's unit of a lead-based paint hazard or of lead-based paint, which is presumed to be present unless there is documentation showing otherwise. (20 DCMR §§ 3300 *et seq.*)
8. **MOLD:** Upon written notice from a tenant that mold or suspected mold exists in the unit or a common area, the landlord must inspect the premises within 7 days and remediate within 30 days. Mold assessment and remediation must be performed in compliance with District regulations. (D.C. Official Code§ 8-241)
9. **QUIET ENJOYMENT AND RETALIATION:** The landlord may not unreasonably interfere with the tenant's comfort, safety or enjoyment of a rental unit, whether for the purpose of causing the housing accommodation to become vacant or otherwise (D.C. Official Code § 42-3402.10). The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, to increase the rent, to decrease services or increase your obligations; and also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code§ 42-3505.02)
10. **DISCRIMINATION:** The landlord may not engage in discriminatory acts based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, or place of residence or business of any individual. Discriminatory acts include refusing to rent; renting on unfavorable terms, conditions, or privileges; creating a hostile living environment; and refusing to make reasonable accommodations to give a person an equal opportunity to use and enjoy the premises. (D.C. Official Code§ 2-1401.01 *et seq.*)
11. **RIGHT TO ORGANIZE:** The landlord may not interfere with the right of tenants to organize a tenant association, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer. (D.C. Official Code § 42-3505.06)
12. **SALE AND CONVERSION:** Tenants must be given the opportunity to purchase an accommodation before the landlord sells or demolishes the accommodation or discontinues the housing use. The landlord may not convert the rental accommodation to a cooperative or condominium unless a majority of the tenants votes for the conversion in a tenant election certified by the District's Conversion and Sale Administrator. (D.C. Official Code §§ 42-3404.02 & 42-3402.02)
13. **RELOCATION ASSISTANCE:** If you are displaced by alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use, you may have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01)
14. **EVICTION:** The landlord may evict you only for one of ten specific reasons set forth in Title V of the Rental Housing Act of 1985. For example, you may *not* be evicted just because your lease term expires, or because the rental property has been **sold** or **foreclosed** upon. Even if there is a valid basis to evict you, the landlord may not use "self-help" methods to do so, such as cutting off your utilities or changing the locks. Rather, the landlord must

go through the judicial process. You generally must be given a written Notice to Vacate (an exception is non-payment of rent where you waive the right to notice in the lease); an opportunity to cure the lease violation, if that is the basis for the action; and an opportunity to challenge the landlord's claims in court. Finally, any eviction must be pursuant to a court order, and must be scheduled and supervised by the U.S. Marshal Service. (D.C. Official Code § 42-3505.01)

RESOURCES	
<p>D.C. Dept. of Housing and Community Development 1800 Martin Luther King Avenue, SE Washington, DC 20020 Phone:(202) 442-9505 Fax:(202) 645-6727 Website: www.dhcd.dc.gov</p>	<p>D.C. Office of the Tenant Advocate 2000 14th Street. NW, Suite 300 North Washington, DC 20009 Phone: (202) 719-6560 Fax: (202) 719-6586 Website: www.ota.dc.gov</p>
<p>D.C. Dept. of Consumer and Regulatory Affairs 1100 4th Street, SW Washington, DC 20024 Phone:(202) 442-4400 Fax:(202) 442-9445 Website: www.dkra.dc.gov</p>	<p>District Dept. of the Environment 1200 First Street, NE Washington, DC 20002 Phone: (202) 535-2600 Fax: (202) 535-2881 Website: www.ddoe.dc.gov</p>

Maryland 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 all credit information, *including a criminal background check* for the purpose of determining whether or not to lease the Apartment Home to you. 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.

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.

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.

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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.

Free Translation/Language Assistance Available Upon Request

We will apply the Security Deposit in accordance with the provisions set forth below. Upon receipt of this Application and Security Deposit, 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 five (5) days to sign a lease 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 Security 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). 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. After our receipt of the Termination Notice, we will refund the Security Deposit to you in accordance with our customary practice.

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 Security Deposit to you.

By accepting the Security Deposit 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.

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

AvalonBay Communities, Inc. will not discriminate in the selection of applicants on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

Applicants with disabilities may request (i) modifications to the Apartment Home or the community or (ii) accommodations to our rules, practices or services, if such modifications or accommodations are necessary to afford an equal opportunity to use and enjoy the premises.

AGENCY DISCLOSURE (applicable for Virginia and Minnesota applicants only)

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New Jersey 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.

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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.

New Jersey Multiple Dwelling Reporting

MULTIPLE DWELLING REPORTING RULE APPLICANT/ RESIDENT INQUIRY

The **New Jersey Law Against Discrimination**, *N.J.S.A.* 10:5-1 to -49, makes it unlawful to discriminate in the sale or rental of housing based on a person’s race, creed, color, national origin, ancestry, nationality, affectional or sexual orientation, disability, gender, marital status, familial status (whether you have a child, a parent-child relationship with a minor, or you are pregnant), lawful source of income or rental subsidy used for rental payments.

The **New Jersey Division on Civil Rights** is the State agency that is authorized to enforce the Law Against Discrimination. Under the Division’s **Multiple Dwelling Reporting Rules**, *N.J.A.C.* 13:10-1.1 to -2.6, the Division requires landlords to collect and record information about applicants for apartment rentals and tenants in apartment complexes throughout New Jersey. The **Multiple Dwelling Reporting Rule** requires landlords to provide a summary of this information to the Division and to retain the information on this form. **The information is used to prevent and eliminate discrimination in housing.**

Your cooperation in filling out this form will assist the Division in enforcing the Law Against Discrimination.

Please note that, although landlords must record certain information about the race and ethnicity of applicants and tenants, it is unlawful to record or ask applicants or tenants about other characteristics such as religion, gender, marital status or affectional or sexual orientation.

If you feel you have been denied housing or treated differently for one of the reasons listed above, you may contact the Division on Civil Rights at (609) 984-3138 for referral to a local Division office for additional information or assistance.

Visit the Division on Civil Rights Web site at: www.NJCivilRights.org

Tenants/applicants: Fold & tear along dotted line and retain top portion for your records

MULTIPLE DWELLING REPORTING RULE APPLICANT/RESIDENT INQUIRY

Apartment Number: _____ **Apt Size:** Studio One Bed Two Bed Three Bed Other

Race/Ethnicity:

- **Black or African American (BL):** a person having origins in any of the original peoples of Africa.
- **Hispanic or Latino (HS):** a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish origin or culture, or a person having a Spanish surname
- **Asian (AS):** a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
- **American Indian or Alaska Native (AI):** a person having origins in any of the original peoples of North or South America
- **Native Hawaiian or Other Pacific Islander (PI):** a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands
- **White or Caucasian (WH):** a person having origins in any of the original peoples of Europe, the Middle East, or North Africa

Please indicate each applicant/ resident’s name and ethnicity abbreviation. Residents under the age of 18 may be omitted.

Applicant/Resident 1 Name: _____ Ethnicity Abbreviation _____

Applicant/Resident 2 Name: _____ Ethnicity Abbreviation _____

Applicant/Resident 3 Name: _____ Ethnicity Abbreviation _____

Applicant/Resident 4 Name: _____ Ethnicity Abbreviation _____

Other Applicant/Residents: _____ Ethnicity Abbreviation _____

Section 8: Do you receive Section 8 Housing Vouchers? YES NO

Application: If this form is for an application, was it approved? YES NO

Date: _____ **Completed by:** **Applicant/Resident** **Landlord**

New York State Terms and Conditions

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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.

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New York City Terms and Conditions

New York City Tenant Screening Notification

You should be aware that any application information provided by you may be used to obtain a tenant screening report from Corelogic Rental Property Solutions.

Pursuant to federal and state law, if we take an adverse action against you on the basis of information contained in a tenant screening report, we must notify you that such action was taken and supply the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken. If an adverse action is taken against you on the basis of information contained in a tenant screening report, you have the right to inspect and receive a free copy of such report by contacting the consumer reporting agency.

Every person is entitled to one free tenant screening report from each national consumer reporting agency annually, in addition to a credit report that should be obtained from www.annualcreditreport.com; and you may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.

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.

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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 all credit information for, *including a criminal background check* the purpose of determining whether or not to lease the Apartment Home to you. 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.

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.

Rhode Island 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.

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Texas Terms and Conditions

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Virginia Terms and Conditions

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Washington 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.

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You authorize us, through our designated agent or employees, to obtain and verify all credit information, *including a criminal background check* for the purpose of determining whether or not to lease the Apartment Home to you. *AvalonBay does not accept Comprehensive Reusable Screening Reports. If you want to present a previously obtained Comprehensive Reusable Screening Report, inform the community.*

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)

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