Terms and Conditions

New Jersey Communities Application for Residency

Revised 12/2018

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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.

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* for the purpose of determining whether or not to lease the Apartment Home to you, including by ordering or obtaining a consumer credit report. 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.

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

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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**