

AVALONBAY COMMUNITIES, INC. APPLICATION FOR RESIDENCY TERMS AND CONDITIONS

APPLICANT'S AGREEMENT AND UNDERSTANDING REGARDING SUBMISSION OF APPLICATION

The following Application for Residency Terms and Conditions ("Terms and Conditions") outline the requirements, criteria, and process for an applicant (hereinafter "Applicant" or "You", or "Your") to submit an application for residency ("Application") with AvalonBay Communities, Inc. (hereinafter "AvalonBay" or "Us" or "We" or "Our"). These terms are legally binding and must be read, understood, and agreed to as a condition of applying.

By submitting an Application, You acknowledge that You have reviewed the community qualification standards ("Qualification Standards"), these Terms and Conditions and agree to abide by them. This agreement constitutes a binding contract governing the Application process, including eligibility requirements, fees, and verification procedures. Please review the information carefully before proceeding. If You have any questions, Our team is available to assist You. We look forward to the opportunity to welcome You to Our community.

Initial Requirements to Submit an Application

- All Applicants will be charged a non-refundable application fee ("Application Fee").
- Submission of an Application must be accompanied by the payment of the required Application Fee.
- All persons over eighteen years of age who will be occupying the apartment ("Apartment Home") must complete and provide to Us a separate Application. By submitting an Application, You certify that all persons over eighteen years of age who will occupy the Apartment Home have completed a separate Application.
- By submitting an Application, You certify that all information contained in the Application is true, correct and complete.
- By submitting an Application, 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 and that before applying to rent an Apartment Home You have reviewed the Required Fees, Other Charges/Rent/Fees & Deposits and Utility Responsibility online disclosure. You acknowledge that other fees and charges may be included in your lease including contingent fees such as late fees, NSF fees, lost key replacement costs and the like.

Receipt of Application Submission

- Upon submission of the initial Application, the Application will not be deemed fully completed until all Application Fees are paid and all Applicants have submitted all requested information including fulfilling any additional screening requirements listed below.
- Upon submission of the initial Application, the Apartment Home will be placed on hold and removed from available inventory for 24 hours (the "Temporary Hold"). All Applications for an Apartment Home must be completed and submitted within that 24-hour period or the Temporary Hold will be released, and the apartment will be returned to available inventory.
- Pricing is subject to change daily. When an Apartment Home is placed on Temporary Hold for an Application, the quoted prices will be honored for the duration of the Temporary Hold period.
- The Application is preliminary only and does not obligate Us to execute a lease or deliver possession of the Apartment Home.
- Accepting the Application for Residency and Application Fee does not obligate Us to approve the Application or rent the Apartment Home.

Screening

- You authorize Us to obtain and verify information for determining whether to lease the Apartment Home, including but not limited to ordering or obtaining consumer credit reports, eviction reports, unlawful detainer reports, ID verification, income and/or employment verification, and criminal conviction reports where not otherwise prohibited by law (collectively, “Verifications”).
- You acknowledge and consent to the sharing of nonpublic personal information with third-party vendors during the Application process.

Application Decision & Notification

- You must successfully pass all Verifications to move forward with a lease for an Apartment Home (“Lease”).
- In addition to the Verifications, all Applicants must also meet the Qualification Standards for the community.
- Methods of notification of application decision:
 - You may be notified of the application decision in writing, in person, or by telephone.
 - Applicants who apply online may additionally be notified by logging into their Applicant dashboard on avaloncommunities.com.
- If Your Application receives a Conditional Approval or a Decline decision, You will be provided with an Adverse Action letter.

Applicant Acceptance of Apartment Home

- Upon notification of the Application Approval or Conditional Approval, We will notify You of any required security deposit (“Security Deposit”) part of which will be deemed reservation damages (the “Reservation Fee”) if You choose not to execute a lease after providing the Security Deposit.
- You have 24 hours from notification to pay the Security Deposit before the Apartment Home Temporary Hold is cancelled (with no penalty). If You do not timely notify Us of Your acceptance of the Apartment Home and pay the Security Deposit, We will thereafter have no obligation to Lease the Apartment Home to You.
- Upon payment of the Security Deposit, We will provide a copy of the Lease for review and signature. All Applicants for the Apartment Home will have 5 days to review and sign the Lease. The Apartment Home will continue to be on hold during this 5-day period (the “Reservation Hold”).
- You can cancel a pending Lease at any time during the Reservation Hold by officially rejecting the Lease in writing and the Apartment Home Reservation Hold will be cancelled, and Your Security Deposit will be refunded less the Reservation Fee discussed below.
- Failure of all Applicants to either sign or officially reject the Lease within the Reservation Hold period will result in Your rights to Lease the Apartment Home terminating and the Apartment Home Reservation Hold will be cancelled.
- Failure to sign the Lease after payment of the Security Deposit may result in a Reservation Fee of up to 5 days of rent for the reserved Apartment Home to cover the lost opportunity to rent the Apartment Home for the period of time We have held the Apartment Home off the market for You while You review the Lease and make Your decision.
- **You understand and agree that You will be liable for a Reservation Fee if You and all approved Applicants do not sign the Lease in writing during the Reservation Hold period.**

Additional Disclosures

- 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 further understand that should You enter into the Lease for the Apartment Home, 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.
- You agree that by affixing Your electronic signature, You confirm Your acceptance of the Terms and Conditions and Your intention to be legally bound by its terms. Both parties, the Applicant and AvalonBay, acknowledge the integrity and authenticity of the electronic signature as equivalent to that of a handwritten signature.
- 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.

State Specific Disclosures (California)

- The applicant agrees to receive the receipt for the Application via electronic mail and consents to sharing nonpublic personal information with third-party Vendors for identity verification.
- As required by California law, We will provide You with a copy of the consumer credit report We receive regarding You by personal delivery, mail or email, within seven days of receiving the report.
- 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.
- **Government Rent Subsidy (CA SB 267):** Applicants with a government rent subsidy have the option to present alternative evidence, in lieu of consideration of credit history, of ability to pay their portion of the rent. **To initiate the alternative review process, the Applicant must send a written request to the community and provide lawful, verifiable alternative evidence of the applicant's reasonable ability to pay the portion of the rent to be paid by the applicant, including, but not limited to, government benefit payments, pay records, and/or bank statements with the initial application, if You do not want Us to use Your credit history as part of the application process, or within seven (7) business days of the declined or approved with conditions due to credit history determination.** The community will reasonably consider that alternative evidence in lieu of the applicant's credit history in determining whether to offer the applicant a lease. The household will be notified in writing by the community regarding the outcome of the determination.
- **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 Privacy Notice:** For details on what personal collection we collect and for what purposes, and your privacy rights and how to exercise them, visit <https://www.avaloncommunities.com/us-state-privacy-notice/> or contact us at 1-833-605-4293.

CALIFORNIA RECEIPT FOR RESIDENT SCREENING AND/OR CREDIT CHECKING FEES

On the date below, AvalonBay Communities, Inc., as agent for the Owner, received \$50.25 from the undersigned (the "Applicant") for an Apartment Home.

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	\$7.50
2	Cost to obtain, process and verify screening information (includes staff time)	\$42.75
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)	\$50.25

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.

By agreeing to these terms and conditions, you have opted to receive this receipt via email. The receipt will be sent to the email address provided with your application.

To Receive a Copy of Your Background Check or Credit Check:

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.

You may obtain a copy of your Consumer Credit Report from Experian NCAC by calling 1-800-845-6004. To see your report online go to <http://www.experian.com/reportaccess>. The report will be accompanied by instructions for updating or disputing information on your credit report.

For a free copy of your full background screening report, contact First Advantage by calling 1-800-845-6004. The report will be accompanied by instructions for updating or disputing information on your background report.

NOTICE REGARDING CALIFORNIA INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

Within the last three days, AvalonBay has requested the consumer report(s) checked below in connection with an application for housing made by the applicant identified below ("Applicant"). The request will generate an investigative consumer report concerning the Applicant's character, general reputation, personal characteristics and mode of living prepared by the reporting agency identified below. Among other things, the investigative consumer report may contain information regarding the Applicant's creditworthiness, criminal history and any court judgments against the Applicant.

Check if Applicable	Type of Report	Reporting Agency Contact Information (Name, Address, Telephone Number)
X	Unlawful Detainer (Eviction) Report	First Advantage Background Services Corp Consumer Center P.O. Box 105108 Atlanta, GA 30348 (888) 517-8324
X	Credit Report	Experian 701 Experian Parkway P.O. Box 2002 Allen, TX 75013 (888) 397-3742
	Other (Specify)	

You are entitled to receive a copy of the report(s). If you would like a copy of the report(s), please check the box below, fill in your contact information and email address, so we know where to email the report, and sign the form. Please return the completed form to requestforconsumerreport@avalonbay.com, so we know you've checked the box. If the box is checked, the report(s) will be sent to you at the email address you provided. The copy of the report(s) will contain the name, address, and telephone number of the agency that issued the report and how to contact the agency.

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

Applicant Name and Mailing Address

Applicant Name: _____

Applicant Email Address: _____

Applicant Mailing Address: _____

Signature: _____

Pursuant to California Civil Code section 1786.22, any files maintained on you by the investigative consumer reporting agency ("ICRA") from which we obtain a report shall be made available to you during normal business hours and upon reasonable notice. Such files shall be made available by the ICRA to you as follows:

- (1) In Person – you may appear in person, furnish proper identification, and may obtain a copy of the file for a fee not to exceed the actual cost of duplication;
- (2) By Certified Mail – you may, if you provide proper identification, make a written request for a copy of your file to be sent via certified mail to a designated addressee (the ICRA is not liable for any mis-delivery of said records once deposited for mailing); or

- (3) By Telephone – you may, if you provides proper identification in a written request, obtain a summary of the file by telephone (you are responsible for paying all associated phone charges).

“Proper identification” includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. If one of these forms of identification cannot be provided, the agency may ask for other forms of identification in accordance with California Civil Code section 1786.22(c). The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in the file whenever a file is distributed to a consumer for visual inspection. If you choose to appear in person, you may choose to bring another person of your choice with you provided that the accompanying person also bring proper identification with him/her. If you bring another person with you, the ICRA may require you to sign an authorization allowing the agency to discuss your file in the presence of that other person.

If we take an adverse action against you after obtaining an investigative consumer report, then, pursuant to California Civil Code section 1786.40(a), we shall so advise you and supply you with the name and address of the agency that prepared the report.