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.
- **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.**

State Specific Disclosures (Washington)

- AvalonBay does not accept Comprehensive Reusable Screening Reports. If you want to present a previously obtained Comprehensive Reusable Screening Report, inform the community.
- **Seattle Communities:** The landlord is prohibited from requiring disclosure, asking about, rejecting an applicant, or taking an adverse action based on any arrest record, conviction record, or criminal history, except for registry information as described in subsections 14.09.025.A.3,14.09.025.A.4, and 14.09.025.A.5, and subject to the exclusions and legal requirements in Section 14.09.115.