

Terms and Conditions

California Application for Residency

Revised 05/2023

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CALIFORNIA APPLICATION 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, which will not be binding on us until executed by us.

If we put you on a waiting list for an Apartment Home, however, 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). 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, including by ordering or obtaining a consumer credit report, an unlawful detainer (eviction) report, ID verification, and, at certain communities where not otherwise prohibited by law, report of criminal convictions. Applicants must successfully pass all verifications to move forward with a lease. You understand that should you enter into the Lease for the Apartment Home; we and our designated agents and employees will have a continuing right to review your credit information, rental application, payment history and occupancy history for account review purposes and for improving application methods. Should you enter 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. 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.

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"), 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>7.50</u> |
| 2. Cost to obtain, process and verify screening information
(Includes staff time) | \$ <u>42.75</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>50.25</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.

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 instruction 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. By phone: (888) 517-8324
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(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: _____

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 provide 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.