



AVE QUALIFICATION ACKNOWLEDGMENT

Thank you for considering AVE for your new home! To ensure a seamless experience, we are providing you with a list of requirements used to qualify applicants for residency in our community. Each individual 18 or older who will live in the apartment must apply and satisfy requirements. **We do not accept guarantors or cosigners.** Subject to applicable laws, our requirements include, but are not limited to, the following:

Identification Applicants must present a valid government issued photo identification card for each individual 18 or older. Identification will be verified through CheckpointID.

Income Gross monthly household income must be sufficient to cover the rent and other typical household obligations. The rent-to-income ratio must be 33% or less.

Credit History We obtain a credit report on each applicant. Our credit reporting agency evaluates credit, which may include rent payment history as an indicator of future rent payment performance. An unsatisfactory or insufficient finding will result in the requirement of a deposit or denial.

Occupancy The following occupancy standards apply based on two residents per bedroom, plus one per apartment:

- One Bedroom** Three Residents
- One Bedroom with Den** Three Residents
- Two Bedroom** Five Residents
- Three Bedroom** Seven Residents

Renters Insurance Requirement You may be required to carry a minimum of \$100,000 personal liability insurance coverage. To satisfy this requirement, you must provide evidence of coverage at initial lease signing and maintain this coverage throughout the entire term of your residency. In addition, we may require that you add our community as an "Interested Party," "Party of Interest," or similar language.

Fair Housing Statement AVE is committed to compliance with all federal, state, and local fair housing laws. AVE will not discriminate against any individual because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. AVE will allow any reasonable accommodation or modification based upon a disability-related need. The individual requesting any reasonable modification may be responsible for the related expense.

Criminal Background Information New Jersey's Fair Chance in Housing Act, N.J.S.A. §§ 46:8-52 to 64 ("FCHA"), limits a housing provider's ability to consider a person's criminal history in deciding whether to extend an offer or whether to rent a home after extending an offer. A criminal background check will be conducted by a third party for you and each occupant, provided you first qualify pursuant to the remainder of the application. The criminal search will be run for all addresses at which you and any occupant have resided. You will have an opportunity to contest the results of any criminal background check. You may be approved on a conditional basis (a "Conditional Offer"). Conditional Offers may be rescinded based on the results of a criminal background search, as explained below:

A. **Prior to Conditional Offer** The following information may be considered prior to the provision of a conditional offer:

- i. whether you or any occupant have ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing; and
- ii. whether you or any occupant are subject to a lifetime registration requirement under a state sex offender registration program.

We may only conduct a search for additional criminal background information after you are provided with a conditional offer.

B. **Conditional Offer** If an application is accepted or accepted with conditions, and a conditional offer is extended to you, a criminal background check will be conducted on you and any occupant that is eighteen (18) years of age or older. If the criminal background search reveals a conviction for a felony or misdemeanor within the time periods and offenses established in our search criteria pursuant to applicable law, any conditional offer may be

rescinded. We have pre-defined a selection configuration, which has been provided to our criminal search vendor. Prior to your final acceptance, our criminal search vendor will search for criminal background information on you and any occupant. If a report is found, it will be compared to our pre-selected criteria and a determination regarding whether you meet our criteria will be made.

A conditional offer may be rescinded if a criminal background search finds a criminal record in your or any occupant's history that:

- i. resulted in a conviction for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault in violation of N.J.S. § 2C:14-2, causing or permitting a child to engage in a prohibited sexual act or in the simulation of such an act in violation of paragraph (3) of subsection b. of N.J.S. § 2C:24-4, or any crime that resulted in lifetime registration in a state sex offender registry; or
- ii. is for an indictable offense of the first (1st) degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within



- the six (6) years immediately preceding the issuance of the conditional offer; or
 - iii. is for an indictable offense of the second (2nd) or third (3rd) degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within the four (4) years immediately preceding the issuance of the conditional offer; or
 - iv. is for an indictable offense of the fourth (4th) degree that was issued, or if the conviction resulted in a prison sentence that sentence concluded, within one (1) year immediately preceding the issuance of the conditional offer.
- C. **Considered Factors** We will perform an individualized assessment and consider the following information:
- i. the nature and severity of the criminal offense; and
 - ii. your age and/or any occupant's age at the time of the occurrence of the criminal offense; and
 - iii. the time which has elapsed since the occurrence of the criminal offense; and
 - iv. any information produced by you and/or any occupant, or produced on your and/or any occupant's behalf, regarding your and/or any occupant's rehabilitation and good conduct since the occurrence of the criminal offense; and
 - v. the degree to which the criminal offense, if it reoccurred, would negatively impact the safety of other tenants or our property; and
 - vi. whether the criminal offense occurred on or was connected to property that was rented or leased by you and/or any occupant.
- D. **Unconsidered Factors** We will not consider the following information in our evaluation of a criminal background search:
- i. arrests or charges that have not resulted in a criminal conviction; and
 - ii. expunged convictions; and
 - iii. convictions erased through executive pardon; and
 - iv. vacated and otherwise legally nullified convictions; and
- v. juvenile adjudications of delinquency; and
 - vi. records that have been sealed.
- E. **Withdrawal of Conditional Offer** We may withdraw a conditional offer based on your criminal record only if we determine, by a preponderance of the evidence, that the withdrawal is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest. If the conditional offer is withdrawn based upon our pre-selected criteria, we will provide you with a written notification specifying the reasons for the withdrawal. Further, you will be provided with an opportunity to demonstrate any inaccuracies within the criminal background check, as well as an opportunity to provide any necessary context, evidence of rehabilitation, or other mitigating factors.
- If we utilize any vendor or outside person/entity to conduct a criminal record check on our behalf, we will take reasonable steps to ensure that the vendor or outside person/entity conducts the criminal record check consistent with the requirements of the FCHA and rules. Specifically, if we receive a criminal history inquiry conducted by a vendor or outside person or entity that is conducted in violation of the FCHA in that it reveals a record that is not permitted to be considered under the FCHA, we will not rely on that information in making a determination about your tenancy.
- i. If we withdraw your Conditional Offer to your criminal history, you have the right to request and receive the materials in which we relied in making this determination.
 - ii. You have the right to dispute, within ten (10) days of receiving this statement, the relevance and accuracy of any criminal record, and to offer evidence of any mitigating facts or circumstances, including but not limited to your rehabilitation and good conduct since the criminal offense. You may also provide evidence demonstrating inaccuracies within aspects of your criminal record which may be considered under the FCHA, or evidence of rehabilitation or other mitigating factors to us at any time, including after the ten (10) days.

Any action taken by us in violation of this process laid out in this statement may constitute a violation of the FCHA. If you believe that we have violated any of the above requirements, you may contact the New Jersey Division on Civil Rights at www.NJCivilRights.gov, 1 (866) 405-3050. A complaint must be filed with DCR within 180 days of the allegedly discriminatory conduct. You cannot be subjected to retaliation for filing a complaint or for attempting to exercise your rights under the FCHA.

For more information about how these rules apply, please refer to the resources available online at: <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/fcha/>. DCR has several fair housing fact sheets available at <https://www.nj.gov/oag/dcr/housing.html>, or available for pickup in any of DCR's four (4) regional offices:

31 Clinton Street, 3rd Floor
Newark, New Jersey 07102

1601 Atlantic Avenue, 6th Floor
Atlantic City, New Jersey 08401

5 Executive Campus
Suite 107, Building 5
Cherry Hill, New Jersey 08002

140 East Front Street, 6th Floor
Trenton, New Jersey 08625

Data and Communication You understand and accept that we may collect, retain, use, transfer, and disclose personal information, such as the first name, last name, email address, and phone number associated with you or other residents



living in the apartment. We may collect, retain, and use that information, or disclose that information to third parties to, among other things, (a) operate the property; (b) provide services consistent with the lease; (c) refer you to third parties that provide products or services that may be of interest to you or other residents living in the apartment; (d) collect debts; and (e) conduct and analyze resident surveys. Please review the privacy policy of the owner's authorized agent at the time of residence for a discussion of the treatment of information during your lease. The current policy may be viewed at <https://www.aveliving.com/privacy-policy>.

By providing an email address or phone number, you consent to receive communications regarding marketing materials, promotional offers, and your application status via e-mail, voicemail, calls, text, and/or any other means. You acknowledge and agree that this authorization is made voluntarily.

The permissions and consents granted herein apply to the owner of the community and the owner's authorized agents/representatives, including its property manager, and will continue even after your lease expires, the owner of the community sells the community, or the property manager no longer manages the community.

Falsification of Application Any false statements or false information included in an application may result in denial of the application.

Applicant Approval Acknowledgment Applicant acknowledges and agrees that the criteria referenced above will be considered in the qualification process. Applicants who do not meet the requirements referenced above will be denied or be subject to additional requirements, including, but not limited to, additional fees, deposits, or rent.

(Please note these are our current rental criteria and nothing in these requirements shall constitute a guarantee or representation by our community that all residents and occupants currently residing in our community have met these requirements. There may be residents and occupants residing here who moved in prior to these requirements going into effect.)

Applicant Signature

Applicant Signature

Date



COMMUNITY _____

LEASE NO. _____

APPLICANT NAME: _____ AGE: _____

CURRENT ADDRESS: _____ CITY & STATE: _____ ZIP: _____ SUITE# _____

LENGTH OF RESIDENCE AT CURRENT ADDRESS: FROM: ___/___/___ TO: ___/___/___

1 PREVIOUS ADDRESS: _____ CITY & STATE: _____ ZIP: _____ SUITE# _____

LENGTH OF RESIDENCE AT PREVIOUS ADDRESS: FROM: ___/___/___ TO: ___/___/___

DRIVER'S LICENSE #: _____ STATE OF LICENSE: _____

SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____

PHONE: _____ EMAIL: _____

2

MARITAL STATUS <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Widowed	<input type="checkbox"/> Separated <input type="checkbox"/> Divorced	Mo. RENT / HOUSING PMT.\$ _____ REASON FOR MOVING _____	PRIOR HOUSING TYPE <input type="checkbox"/> Townhouse <input type="checkbox"/> Single House <input type="checkbox"/> Duplex	<input type="checkbox"/> Apartment <input type="checkbox"/> w/ Parents
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OCCUPATION OF APPLICANT _____

3 EMPLOYER NAME _____ DATES OF SERVICE _____

BUSINESS ADDRESS _____ ZIP _____

BUS. PHONE _____ HOME PHONE (Yours) _____

SOURCE OF INCOME

4 Applicant _____ Monthly Salary _____ Combined Monthly Salaries _____

Other Residents (Specified in Section 6) _____ Monthly Salary _____

VEHICLE INFORMATION:

5 Make & Model of Vehicle No. 1 _____ Color _____ Year _____ Tag No. _____ State of Tag _____

Fully paid Yes No (Check one) Leased from _____ Payment \$ _____ Account # _____

Make & Model of Vehicle No. 2 _____ Color _____ Year _____ Tag No. _____ State of Tag _____

Fully paid Yes No (Check one) Leased from _____ Payment \$ _____ Account # _____

THESE PERSONS WILL RESIDE IN SUITE (Other Than Applicant):

6 Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Each person over the age of 18 is required to complete their own application.

PETS IN SUITE:

7 Number of Pets _____ Emotional Support Animal Yes No Proper Documentation for ESA Yes No

Species _____

Breed _____

Weight _____ Color _____

EMERGENCY INFORMATION (Person we should contact in event of emergency):

8 Name _____ Relationship _____

Address _____

Phone Number _____ Evening Phone Number _____

9 CRIMINAL BACKGROUND:

Are you or any occupant subject to a lifetime registration requirement under a state sex offender registration program? Yes No
Have you or any occupant ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing? Yes No

DISCLOSURES AND AGREEMENTS CONCERNING THE APPLICATION:

1. THE LANDLORD MAY REFUSE TO APPROVE THIS APPLICATION ON THE BASIS OF PREVIOUS RENTAL OR HOUSING RECORDS WHICH REFLECT A LACK OF CONCERN FOR THE WELL-BEING OF OTHER TENANTS OR THE PROPERTY OF THE LANDLORD. IT ALSO MAY BE REJECTED IF INFORMATION IS RECEIVED THAT INDICATES THE APPLICANT IS NOT CONCERNED WITH THE PROPERTY RIGHTS OR THE RIGHT TO PEACE AND QUIET OF THE OTHER TENANTS. THE LANDLORD MAY ALSO REFUSE TO APPROVE THIS APPLICATION BASED UPON THE APPLICANT'S FINANCIAL HISTORY.
2. IN COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT, YOU ARE HEREBY INFORMED THAT AN INVESTIGATIVE CONSUMER REPORT MAY BE MADE AS TO YOUR CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, AND MODE OF LIVING. ADDITIONAL INFORMATION WILL BE OBTAINED THROUGH EMPLOYERS, LANDLORDS, BANKS, FINANCE COMPANIES, TAX RETURNS, CREDIT REPORTING AGENCIES OR SIMILAR SOURCES. BY SIGNING THIS APPLICATION, YOU ARE AUTHORIZING THE RELEASE OF THIS INFORMATION TO THE LANDLORD OR ITS AGENTS.
3. I HEREBY GRANT THE OWNER OR ITS REPRESENTATIVE THE RIGHT TO PROCESS THIS APPLICATION FOR THE PURPOSE OF OBTAINING A RENTAL AGREEMENT. I UNDERSTAND THAT THE LANDLORD IS RELYING ON THE STATEMENTS AND INFORMATION CONTAINED IN THIS APPLICATION. THE STATEMENTS AND INFORMATION CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND INFORMATION. I UNDERSTAND THAT THIS APPLICATION IS MADE A PART OF THE RENTAL AGREEMENT IF ONE IS ENTERED INTO, AND IF ANY INFORMATION CONTAINED HEREIN IS FOUND TO BE A MISREPRESENTATION, INCORRECT OR UNTRUE, THAT MAY FORM THE BASIS FOR TERMINATION OF THE RENTAL AGREEMENT.
4. THIS APPLICATION IS NOT A LEASE OR RENTAL AGREEMENT. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF A SUITE OR ANY SPECIFIC SUITE. ANY PRICES LISTED HEREIN ARE SUBJECT TO CHANGE WITHOUT FURTHER NOTICE.
5. THIS APPLICATION MUST BE UPDATED ON A YEARLY BASIS, OR AT THE TIME OF RENEWAL OF THE RENTAL AGREEMENT. FAILURE TO UPDATE THIS APPLICATION MAY FORM THE BASIS FOR A TERMINATION OF ANY LEASE WHICH RESULTS FROM THIS APPLICATION.

Date: _____

Applicant(s) Signature _____ Date _____

PLEASE MAKE SURE APPLICATION IS COMPLETED IN FULL BEFORE SIGNING

TO BE COMPLETED BY AN AVE TEAM MEMBER ONLY

No representation, promises, or agreements as to date of possession have been made and this application shall not be construed as a lease or agreement thereof. It is further understood that the premises are to be used as a residence only to be occupied by not more than _____ persons; and that occupancy is subject to possession being delivered by present occupants (if suite is occupied).

MONTHLY RENTAL _____ COMMUNITY _____

SECURITY DEPOSIT _____ SUITE APPLIED FOR _____

MOVE IN DATE _____ ADDRESS _____

LEASE PERIOD BEGINS _____ 20 _____ AND EXPIRES _____ 20 _____

MULTIPLE DWELLING REPORTING RULE TENANT/APPLICANT 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 e-mail the Division on Civil Rights at DCRMDRR@njcivilrights.gov 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 TENANT/APPLICANT INQUIRY

If the tenant/applicant chooses not to complete this form, the landlord or the landlord's representative is required to conduct a visual observation of the tenant or applicant and then complete this form as accurately as possible.

This form is not intended to be a part of the rental application process and must be kept separate and apart from rental records.

Tenant Applicant Name: _____

Address: _____

City: _____ State: _____ Zip code: _____ Phone Number: _____

Race/Ethnicity: Please check all that apply to leaseholders (tenants) or applicants.

- Black or African American:** a person having origins in any of the original peoples of Africa
- Hispanic or Latino:** 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:** 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:** a person having origins in any of the original peoples of North or South America
- Native Hawaiian or Other Pacific Islander:** a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands
- White or Caucasian:** a person having origins in any of the original peoples of Europe, the Middle East, or North Africa

Date: _____ Completed by: Tenant Applicant Landlord

If you have any questions regarding this inquiry, please e-mail the Division on Civil Rights, Multiple Dwelling Unit at DCRMDRR@njcivilrights.gov

