

Certifications for Residency Application **Application Screening Fee**

By completing and submitting the rental application, I hereby agree, in the event of the approval of this application, to execute a lease in accordance with the terms set forth in this rental application and such other terms as are set forth in the lease, and my rental liability shall commence pursuant to the terms of the lease. I agree that the application screening fee accompanying this application and disclosed on the payment screen, is intended to cover Landlord's out-of-pocket, administrative, and overhead costs associated with processing the application and (including, but not limited to, the out-of-pocket costs and reasonable value of time spent by Landlord to process the application and obtain information in connection with the application; obtaining and processing initial qualifying information; and validating and reviewing applicant credit, employment, income and tenant history information). I further agree that the application fee shall be retained by Landlord to cover Landlord's various costs of evaluating my application, whether or not Landlord approves my application, or whether or not I sign a lease or take possession of an apartment home. I understand that the application fees accompanying this application disclosed on the payment screen are non-refundable after I execute this application (except as otherwise provided by law) and will not be applied against the security deposit or any rent payable pursuant to the lease. Landlord and/or agent for Landlord reserve the right to reject this application and to refuse possession of the above-mentioned accommodation.

Holding Deposit

In addition to the foregoing application screening fee, I agree that the holding deposit accompanying this application shall be retained by Landlord to hold the unit identified on my quote and payment screen. I understand that once Landlord receives my holding deposit, the unit identified on my quote and payment screen will be taken off the rental market and reserved for me. If this application is rejected for any reason other than the falsification of information by applicant, the foregoing holding deposit shall be refunded to the undersigned within seven (7) business days from the date I am notified that this application was not approved (subject to my check clearing the bank). If my application is accepted, but I notify Landlord that I do not desire to lease the unit within 24 hours after Landlord notifies me (orally or in writing) that my application has been accepted, then Landlord will refund the holding deposit to me within seven (7) business days from the date I am notified that this application was not approved (subject to my payment clearing the bank). *Otherwise, Landlord shall be entitled to retain the holding deposit* to cover Landlord's various costs and expenses of holding such unit for me (including, but not limited to, lost rental damages that Landlord incurs as a result of holding the unit off the market), and I agree to this amount being retained by Landlord as a reasonable estimate of the actual costs to Landlord to hold the unit for my occupancy. I also do not believe the amount of this holding deposit is an unfair business practice. If my application is accepted, then the monthly rent and term of my lease will be as specified on my quote, and the amount of my security deposit will be the amount specified on the payment screen, depending upon my credit, rental references and employment verification. If my application is accepted, I must sign a lease (in a form acceptable to Landlord) for the unit within 72 hours after Landlord notifies me (orally or in writing) that my application has been accepted, *or the lease terms in the preceding sentence may no longer be available to me and Landlord shall be entitled to retain the holding deposit* to cover Landlord's various costs of holding such unit for me as described above (including, but not limited to, lost rental damages that Landlord incurs as a result of holding the unit off the market). I understand that if I occupy the unit, the foregoing holding deposit will be applied against the security deposit, and, if any amount of the holding

deposit exceeds the amount of the security deposit, such excess shall be applied against the rent payable pursuant to the lease.

I hereby understand and agree that, by paying the foregoing fees by check, I am authorizing Landlord to use the information on my check to make a one-time electronic payment from my checking account. The electronic payment will be for the amount indicated on my check and may be withdrawn from my bank account as soon as the same day payment is received. I further understand that my check will not be returned by the financial institution but will instead appear under the "Electronic Items" section on my bank statement. It is my obligation to notify Landlord in advance if I choose not to have my check converted into an electronic item.

Consent to Consumer Report and Background Check

This is to inform applicant that, as part of Landlord's procedure for processing applicant's application, an Investigative Consumer Report may be prepared whereby information is obtained through personal interviews with applicant's landlord, employer, or others with whom applicant is acquainted. This also is to inform applicant that, as also set forth in the lease applicant will execute if applicant's application is approved by Landlord, similar Investigative Consumer Reports may be prepared in the future after applicant has executed the lease and becomes a resident or has vacated the property which is the subject of this agreement. These inquiries include information as to applicant's character, general reputation, personal characteristics, mode of living and credit report. The federal Fair Credit Reporting Act requires Landlord to provide to applicant additional information about the nature and scope of the investigation if applicant provides Landlord with a written request within a reasonable time. Landlord has attached a summary of applicant's rights under the Fair Credit Reporting Act.

By submitting this application, the applicant hereby authorizes the property owner, or its agent, attorney or assign to order and review one or more consumer reports relating to me (including, but not limited to, credit history, rental history (including with other properties owned by property owners affiliated with Landlord), and criminal history). Applicant further authorizes the property owner, its agent, attorney or assign to order or prepare, and review, investigative consumer reports relating to me. Applicant understands and authorizes the property owner, its agent, attorney or assign to continue to obtain or prepare consumer reports and investigative consumer reports on me both during the duration of any lease or agreement applicant may enter into as a result of this application and at any time thereafter, including for the purposes of collection of amounts applicant may owe under any lease or other agreement. Applicant further authorizes and directs all employers, financial institutions, banks, creditors, residential managers/landlords to release any and all information relating to applicant to the property owner or its agent, attorney or assign. Applicant acknowledges that he/she has received a summary of his/her rights under the Fair Credit Reporting Act.

Applicant further understands and authorizes the property owner to obtain and use consumer report information relating to applicant (including, but not limited to, a credit score) for the purpose of conducting research into statistical credit models and evaluating the performance of various scoring models and sources of consumer reporting information, including, but not limited to, criminal conviction and skip tracing/eviction databases.

FOR MASSACHUSETTS PROPERTIES ONLY

Landlord is registered under the provisions of M.G.L. c.6, § 172 to receive Criminal Offender Record Information (CORI) for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. Landlord has authorized **Resident Verify** to submit CORI checks to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to **Resident Verify** to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Landlord with written notice of my intent to withdraw consent to a CORI check. I also understand that this is a CORI acknowledgement and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact Landlord.

By signing this rental application, I provide my consent to a CORI check and affirm that the information provided on my rental application is true and accurate.

FOR COLORADO PROPERTIES ONLY

I understand that, pursuant to Colorado Revised Statutes §38-12-904(1.5): (a) I have the right to provide to the landlord a portable tenant screening report, as defined in Colorado Revised Statutes §38-12-902(2.5), and (b) if I provide the landlord with a portable tenant screening report, the landlord is prohibited from charging me a rental application fee or charging me a fee for the landlord to access or use the portable tenant screening report.

Landlord hereby discloses that the \$50.00 application fee is comprised of \$20.00 to cover Landlord's out-of-pockets costs associated with processing the application and \$30.00 to cover Landlord's administrative and overhead costs allocable to processing of the application.

FOR CALIFORNIA RESIDENTS ONLY

A Summary of Your Rights Under the California Investigative Consumer Reporting Agencies Act

In connection with your application, an investigative consumer report may be made regarding your character, general reputation, personal characteristics, and mode of living.

The name and address of the investigative consumer reporting agency that will prepare the report is:

Resident Verify
4205 Chapel Ridge Rd.
Lehi, UT 84043

Phone: 866-698-0661

Please check the applicable box in the online application process if you wish to receive a copy of the investigative consumer report if one is obtained by Landlord/Owner.

Your Rights under California Civil Code Section 1786.22

(a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:

(1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.

(2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.

(3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.

(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.

(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.

(f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer

reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go**

to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- o a person has taken adverse action against you because of information in your credit report;
- o you are the victim of identity theft and place a fraud alert in your file;
- o your file contains inaccurate information as a result of fraud;
- o you are on public assistance;
- o you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the

account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

• **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

• **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

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| TYPE OF BUSINESS: |
| 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB: |
| 2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions |
| 3. Air carriers |
| 4. Creditors Subject to the Surface Transportation Board |
| 5. Creditors Subject to the Packers and Stockyards Act, 1921 |
| 6. Small Business Investment Companies |

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| 7. Brokers and Dealers |
| 8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations |
| 9. Retailers, Finance Companies, and All Other Creditors Not Listed Above |

AIR ONLINE LEASING TERMS OF USE

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Apartment Income REIT, L.P. ("AIR", "we" or "us"). The following terms and conditions, together with our [Privacy Policy](#), the Screening Consent Form, Rental and Approval Requirements, and Certification for Residence, which are expressly incorporated herein by reference, (collectively, these "Terms of Use"), govern your access to and use of the AIR Online Leasing web application, including any content, functionality and services offered on or through the AIR Online Leasing web application (the "**Online Leasing Application**"), whether as a guest or a registered user. Please read the Terms of Use carefully before you start to use the Online Leasing

Application. **By clicking to accept or agree to the Terms of Use, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these **Terms of Use**, you must not access or use the Online Leasing Application. This Online Leasing Application is offered and available to users who are 18 years of age or older. By using this Online Leasing Application, you represent and warrant that you are of legal age to form a binding contract with AIR. If you do not meet all of these requirements, you must not access or use the Online Leasing Application. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Online Leasing Application thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Online Leasing Application. Your continued use of the Online Leasing Application following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Accessing the Online Leasing Application and Account Security

We reserve the right to withdraw or amend this Online Leasing Application, and any service or material we provide on the Online Leasing Application, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Online Leasing Application is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Online Leasing Application, or the entire Online Leasing Application, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Online Leasing Application.

· Ensuring that all persons who access the Online Leasing Application through your internet connection are aware of these Terms of Use and comply with them.

To access the Online Leasing Application or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Online Leasing Application that all the information you provide on the Online Leasing Application is correct, current and complete. You agree that all information you provide to register with this Online Leasing Application or otherwise, including but not limited to through the use of any interactive features on the Online Leasing Application, is governed by our [Privacy Policy](#), information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Online Leasing Application or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Online Payments

The Online Leasing Application may provide an online payment platform for the payment of rents, property fees, and other expenses via automated clearing house (ACH), debit card, credit card, or other methods. By providing your payment account information, and creating payment instructions, you authorize us to process the transactions and debit your account(s) for any and all amounts and fees as disclosed in the platform. You understand and agree that it is your responsibility to authorize payments in such a manner that the rent, property fees, and other expenses will be paid on time and that the property owner or manager will receive your payment no later than the designated due date as set forth in the payment platform. In no event shall we be liable for any claims, damages, or fees incurred as a result of your failure to schedule payment instructions in accordance with your lease and corresponding due dates or grace periods

Intellectual Property Rights

The Online Leasing Application and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by AIR, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Online Leasing Application for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Online Leasing Application, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Online Leasing Application for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Online Leasing Application or any services or materials available through the Online Leasing Application. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Online Leasing Application in breach of the Terms of Use, your right to use the Online Leasing Application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Online Leasing Application or any content on the Online Leasing Application is transferred to you, and all rights not expressly granted are reserved by AIR. Any use of the Online Leasing Application not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The AIR name, logos, community names, product and service names, designs and slogans are trademarks of AIR or its affiliates or licensors. You must not use such marks without the prior written permission of AIR. All other names, logos, product and service names, designs and slogans on this Online Leasing Application are the trademarks of their respective owners.

Prohibited Uses

You may use the Online Leasing Application only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Online Leasing Application:

- In any way that violates any applicable federal, state, local or international law or regulation.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate AIR, an AIR employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Online Leasing Application, or which, as determined by us, may harm AIR or users of the Online Leasing Application or expose them to liability.

Additionally, you agree not to:

- Use the Online Leasing Application in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Online Leasing Application, including their ability to engage in real time activities through the Online Leasing Application.
- Use any robot, spider or other automatic device, process or means to access the Online Leasing Application for any purpose, including monitoring or copying any of the material on the Online Leasing Application.
- Use any manual process to monitor or copy any of the material on the Online Leasing Application or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Online Leasing Application.
- Introduce any viruses, trojan horses, worms, logic bombs, code, commands or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Online Leasing Application, the server on which the Online Leasing Application is stored, or any server, computer or database connected to or otherwise associated with the Online Leasing Application.

- Attack the Online Leasing Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Online Leasing Application.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any user contributed information for any or no reason in our sole discretion.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Online Leasing Application.
- Terminate or suspend your access to all or part of the Online Leasing Application for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Online Leasing Application. YOU WAIVE AND HOLD HARMLESS AIR AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY AIR OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER AIR, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Online Leasing Application, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all user contributed information or material and use of interactive services. User contributed information or material must in its entirety comply with all applicable federal, state, local and international laws and regulations.

Without limiting the foregoing, user contributed information or material must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Notice And Procedure For Copyright Infringement Claim

Pursuant to 17 U.S.C. Section 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), AIR reserves the right, but not the obligation, to terminate your right to use the Online Leasing Application if AIR determines in its sole and absolute discretion that you are involved in any activity that may be infringing, including alleged acts of infringement, regardless of whether the material or activity is ultimately determined to be infringing. AIR accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), as amended, AIR has implemented or will implement procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. The designated agent of AIR to receive notification of claimed infringement is:

Kenneth A. Diamond

4852 S. Ulster Street

Suite 1700

Denver, Colorado 80237

Phone: 1-888-789-8600

Facsimile: 1-303-759-3226

E-mail: DMCAagent@aircommunities.com

AIR respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the designated agent listed above with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf

Fair Housing/Equal Housing Opportunity

AIR is an Equal Housing Opportunity company, which means AIR (as well as all of our affiliated entities and employees) complies with the Fair Housing Act and other applicable federal, state and local anti-housing discrimination laws. The federal Fair Housing Act prohibits discrimination in housing because of:

Race/Color

National origin

Religion

Sex

Familial Status

Handicap (or disability)

AIR also operates in states and local jurisdictions that have additional fair housing laws and more protected classes. AIR is responsible for complying with those laws and regulations as well. All rental properties identified in this Online Leasing Application are subject to the federal Fair Housing Act and its state law counterparts. AIR will not knowingly permit or allow any discriminatory conduct in the rental of its properties that violates applicable law. Complaints concerning discriminatory practices in housing may be filed with the local office of the U.S. Department of Housing and Urban Development ("HUD") or by calling HUD toll free at 800-669-9777 (voice) or 800-927-9275 (TDD). HUD maintains extensive fair housing information on the internet which can be accessed on the internet here.

Reliance on Information Posted

The information presented on or through the Online Leasing Application is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such

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