



ACT Ally 2016 - 2017

We are Texas State! We are San Marcos! ACT Proud!



THE ACT PROGRAM IS A COLLABORATIVE EFFORT BETWEEN:

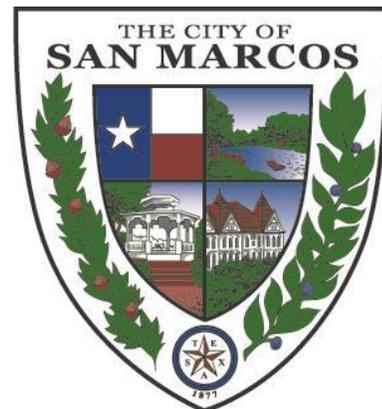


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INTRODUCTION

Achieving Community Together (ACT) is a collaborative effort between the City of San Marcos and Texas State University to reduce common sources of conflict in a university town: noise, parking, trash and the upkeep of rental property. In San Marcos, the highest number of noise calls by volume handled by police occurs at apartment complexes. Loud gatherings and noisy neighbors are disruptive and can result in an apartment complex or residential area as a less desirable place to live.

ACT is overseen by the ACT Committee, comprised of representatives from the university, city and community. Members include the Vice President for Student Affairs, Dean of Students, Director of Housing and Residential Life, offices of Off Campus Living, Attorney for Students, Student Health Center, University Police Department, Student Diversity and Inclusion, and Parent and Family Relations. Representatives also include the City of San Marcos Assistant Chief of Police, Community Liaison, offices of Code Enforcement/Neighborhood Services, the Central Texas Dispute Resolution Center plus members of the Council of Neighborhood Associations and community-at-large.

WHAT IS ACT ALLY?

ACT Ally is a program of ACT and the Department of Housing and Residential Life at Texas State. Through ACT Ally, innovative approaches are used to address noise and other problems such as roommate disputes, landlord disputes, maintenance concerns, and leasing issues. ACT Ally is based upon establishing relationships with residential rental property owners and managers to incorporate the goals and values of a dynamic and diverse community for a successful off campus living experience.

ACT Ally connects students to the rental housing industry through Members and Affiliates who promote a healthy living environment plus demonstrate fair and equitable business practices in the delivery of affiliated services and products. As a participant in the ACT Ally program, an apartment complex, rental property, product or service provider is included in a select group to help students and parents make more informed decisions when choosing off campus housing. In addition, each year a peace officer performs a crime prevention survey at participant properties checking the quality of doors, locks, windows plus the lighting and grounds maintenance. Properties that meet program expectations are found on the City of San Marcos and Texas State University ACT websites.

GOALS OF ACT ALLY

- Promote a healthy living environment as a good neighbor to reduce common sources of conflict in a university town.
- Demonstrate fair and equitable business practices.
- Improve and enhance the quality of relationships between students, owners/managers and the community.
- Provide a communication forum among owners/managers, Texas State University and the City of San Marcos.

ACT ALLY PARTICIPANT CATEGORIES

Member – An operating multi-family community located within the San Marcos city limits. A newly constructed property is eligible to submit an application to join ACT Ally no sooner than six months from the issuance date of the Temporary Certificate of Occupancy.

Affiliate – A product or service business that supports the rental housing industry. Examples are property management, locator services, furniture rental, utility bill management, insurance companies, storage, movers, etc.

BENEFITS OF ACT ALLY PARTICIPATION

Campus and community presence, including:

- Participation in the Texas State Off Campus Housing Fair.
- Listing in a full page ACT advertisement in the Texas State *Guide to Living Off Campus*.
- Personalized advertisement in the Texas State *Guide to Living Off Campus* (Full page for Members, Half page for Affiliates).
- Advertisement on ACT placard displayed or other marketing materials at all Chat ‘n Chew during long semesters.
- One (1) Chat ‘n Chew per each long semester.
- Advertisement on ACT placard or other marketing materials displayed at Spring New Student (Transfer) Orientation.
- Inclusion in ACT marketing materials and information provided to parents via the Texas State Parent and Family Relations Association and Bobcat Day.
- Listing in ACT link on Housing and Residential Life webpage plus ACT posters in residence halls.
- Listed on Texas State University and City of San Marcos ACT web pages.
- Official ACT Ally participant certificate to display.
- ACT brochures and informational handouts.
- Use of the membership with the ACT Program for advertisement, including use of ACT trademark, for members in good standing.

- Direct access to Texas State and City of San Marcos staff for assistance and referrals to available resources.
- Opportunity to provide marketing brochures for display in the Off Campus Living Office in the Department of Housing and Residential Life building.
- Training for participants plus ongoing communication with the ACT Committee.
- Inclusion in Ally-at-a-Glance plus information disseminated to Residence Hall students preparing to move off campus.
- Crime prevention survey performed by a certified peace officer.*
- Property specific crime statistics and notification of crime trends*.

**Not available for Affiliate participants*

ACT ALLY PARTICIPANT EXPECTATIONS

ACT Ally participants promote a healthy living environment through community awareness, responsibility, cooperation and good neighbor practices. If you join, you will be expected to:

- Actively engage in the ACT Ally program during the previous program year. This includes attendance at ACT Ally Quarterly meetings, inclusion of ACT logo on websites, printed materials, displaying the ACT membership logo at the business and no use of the abbreviation “TSU” to represent Texas State University.
- Use marketing strategies, advertisements, webpage or social media postings that do not include excessive alcohol consumption or behavior disruptive to other tenants or neighbors.
- Use promotional materials that do not infer alcohol consumption such as red cups, bottle openers, ping pong balls, shot glasses, alcohol logos, etc.
- Prohibit alcohol furnished by management or staff at on-site gatherings and events.
- Promote responsible alcohol consumption at an off-site event where alcohol is served and the event is sponsored by management (i.e., restaurants, bars).
- Reply within three (3) business days to San Marcos Police Department noise violation notifications and take action as needed.
- Take reasonable and prompt action to prevent or reduce disputes or conflicts.
- Collaborate with ACT, Texas State, City officials and/or the Central Texas Dispute Resolution Center to assist in handling conflicts or disputes that cannot be resolved between the property owner/manager and a tenant.
- Attend required Quarterly ACT Ally meetings during the membership year.
- Abide by university policy for soliciting on campus (i.e. giveaways, flyers in unapproved locations), branding and trademarks.
See: <http://www.txstate.edu/effective/UPPS/UPPS-07-04-03.HTML>
- Receive a score of at least 80% compliance with an annual property crime prevention survey.

ACT Ally participants demonstrate fair and reputable business practices. By choosing to be part of the ACT Ally program, tenants will know of your commitment to quality and service. If you join, you will be expected to:

- Provide each tenant with an *ACT Ally Commitment to Community Education Disclosure Page* at the time of lease signing.
- Provide accurate information and images of the property.
- Make prospective tenants fully aware of any differences between a model unit and the actual property to be occupied.
- Provide clear information on all contractual terms, in particular length of the lease term and rent.
- Provide a summary of, and clear information about, any additional costs not included in the rent.
- Provide clear information about additional requirements a prospective tenant may have to meet for rental such as a guarantor, credit or background check.
- Provide each tenant with a copy of their signed lease (or access to an electronic copy of their signed lease) within three (3) business days of the lease being executed.
- Provide each tenant with a written list or access to an electronic version of the customary fees/fines assessed for damages, repairs, or services charged during the lease or at move out.
- Provide tenants with procedures about how they should report repair or maintenance issues.
- Carry out repairs within a reasonable time.
- Provide clear information on any additional requirements a student may have to meet for rental and any increased costs for which they are liable, i.e. international, foreign exchange, foster students.
- Notify ACT officials within seven (7) days of any anticipated management change.

APPLICATION AND EVALUATION PROCESS FOR ACT ALLY PARTICIPANTS

New applicants - Your completed application and a history of the following is reviewed: (*Note: A newly constructed Member property must have a minimum six month operating track record from the date of issuance of a Temporary Certificate of Occupancy to be considered for membership.*)

- Marketing strategies, advertisements, websites or social media postings have not included excessive alcohol consumption or behavior disruptive to other tenants or neighbors.
- Cooperation with City of San Marcos and/or Texas State resolving noise violations, complaints or conflicts.
- Compliance with university policy for solicitation on campus.
- No pattern of unresolved complaints of unfair or inequitable business practices, including treatment of lease holders displaced by any delay in new construction or renovation resulting in a property not being ready for occupancy on an agreed upon date.

New applicants must attend an orientation session. A new Member property must also receive a satisfactory score on the crime prevention survey.

Renewing participants – Your completed application and the following criteria are reviewed on an annual basis.

- Active engagement in the ACT Ally program during the previous program year. This includes attendance at ACT Ally Quarterly meetings, inclusion of ACT logo on websites, printed materials, displaying the ACT membership logo at the business and no use of the abbreviation “TSU” to represent Texas State University.
- Marketing strategies and events have not promoted excessive alcohol consumption or disruptive behavior. Alcohol not furnished by management or staff at on-site gatherings and events. Promotional materials exclude red cups, bottle openers, ping pong balls, shot glasses, alcohol logos, and the like.
- Property management has responded to San Marcos Police Department noise violation notices and taken action as needed.
- No significant event or practice that has brought discredit on the ACT Ally program, Texas State University, and/or the City of San Marcos.
- Collaboration with ACT, Texas State, City of San Marcos and/or Central Texas Dispute Resolution Center to resolve disputes.
- No pattern or unresolved complaints of unfair or inequitable business practices, including treatment of lease holders displaced by any delay in new construction or renovation.
- Legitimate complaints addressed in a timely manner.
- Tenants provided with the *ACT Ally Commitment to Community Education Disclosure Page* at the time of lease signing.
- Compliance with university policy for solicitation on campus.
- Property scored at least 80% compliance on crime prevention survey.

The Member category application is available online and is to be completed by the general or acting property manager:

<http://www.reslife.txstate.edu/OffCampusLiving/ACT/Membership.html>

In addition to the application, a Corporate Support Form must be submitted by a regional or corporate level manager to ensure understanding and support of ACT Ally. The Corporate Support Form (Appendix C) is also available online at the link above.

The Affiliate category application is available online at the link above and must be completed by an owner or representative of the business.

September 1, 2016 is the deadline for Members and Affiliates to join or renew and qualify to attend the 2017 Housing Fair

REMOVAL FROM ACT ALLY PROGRAM

Participants in the ACT Ally program are viewed as a select group to help students and parents make more informed decisions when choosing off campus housing and services. A Member or Affiliate may be involuntarily removed if they are found to have significantly violated any expectation, evaluation criteria, or are responsible for an event or situation that brings discredit to the ACT Ally program, Texas State University, and/or the City of San Marcos.

ACT ALLY PARTICIPATION PERIOD AND ANNUAL DUES

The participation period begins July 1, 2016 and ends June 30, 2017. Member fees are based on the number of beds or rooms in each complex. Affiliate fees are flat rate. Dues are not prorated.

<u>Membership Category</u>	<u>Annual Dues</u>
Member:	
0 – 150 beds/rooms	\$500.00
151 – 299 beds/rooms	\$900.00
300 – 499 beds/rooms	\$1,500.00
500 – above beds/rooms	\$2,100.00
Affiliate:	
Flat Rate	\$750.00

ACT Ally
Member Application and Participation
Agreement
July 1, 2016 – June 30, 2017

Member Information

- Name of Member Property:
- Physical Address:
- Mailing Address:
- Complex Website:
- Complex Phone Number:
- Complex Email Address (For Public Use):
- Name of Owner:
- Mailing Address of Owner:
- Name of Management Company:
- General or Acting Manager’s Name:
- General or Acting Manager’s Email:
- Number of Beds or Rooms:
- Name of Regional Manager:
- Email of Regional Manager:
- Mailing address of Regional Manager:
- Copy of Business Logo for Marketing Purposes:

This Participation Agreement (the “Agreement”) is between Achieving Community Together [ACT] and the residential complex located at

_____ [Address] currently known as
_____ [Complex Name], which hereafter will be referred to as
the Member [Member]. A Member is an operating multi-family community located within
the San Marcos city limits. A newly built property is eligible to join ACT Ally no sooner
than six months from the issuance date of the Temporary Certificate of Occupancy.

ACT Ally is a program of ACT and the Department of Housing and Residential Life at Texas State. Through ACT Ally, innovative approaches are used to address noise and other problems such as roommate disputes, landlord disputes, maintenance concerns, and leasing issues. ACT Ally is based upon establishing relationships with residential rental property owners and managers to incorporate the goals and values of a dynamic and diverse community for a

successful off campus living experience.

ACT Ally connects students to the rental housing industry through those who promote a healthy living environment plus demonstrate fair and equitable business practices in the delivery of affiliated services and products. ACT Ally participants are in a select group of rental properties, product and service providers to help students and parents make more informed decisions when choosing off campus housing. In addition, each year a peace officer performs a crime prevention survey at participant properties checking the quality of doors, locks, windows plus the lighting and grounds maintenance. Properties that meet these standards are found on the City of San Marcos and Texas State University ACT websites.

Benefits of Participation

Campus and community presence, including:

- a. Participation in the Texas State Off Campus Housing Fair.
- b. Listing in a full page ACT advertisement in the Texas State *Guide to Living Off-Campus*.
- c. Personalized advertisement in the Texas State *Guide to Living Off-Campus* (Full page for Members).
- d. Advertisement on ACT placard or other marketing materials displayed at all Chat 'n Chew during long semesters.
- e. One (1) Chat 'n Chew per each long semester.
- f. Advertisement on ACT placard or other marketing materials displayed at Spring New Student (Transfer) Orientation.
- g. Inclusion in ACT marketing materials and information provided to parents via the Texas State Parent and Family Relations Association and Bobcat Day.
Listing in ACT link on Housing and Residential Life webpage plus ACT posters in residence halls.
- h. Listed on Texas State University and City of San Marcos ACT web pages.
- i. Official ACT Ally participant certificate to display.
- j. ACT brochures and informational handouts.
- k. Use of the membership with the ACT Program for advertisement, including use of ACT trademark, for members in good standing.
- l. Direct access to Texas State and City of San Marcos staff for assistance and referrals to available resources.
- m. Opportunity to provide marketing brochures for display in the Off Campus Living Office in the Department of Housing and Residential Life building.
- n. Training for participants plus ongoing communication with the ACT Committee.
- o. Inclusion in Ally-at-a-Glance plus information disseminated to Residence Hall students preparing to move off campus.
- p. Crime prevention survey performed by a certified peace officer.
- q. Property specific crime statistics and notification of crime trends.

Participation Criteria

- I. Participation in the ACT Ally program requires the Member be an operating apartment

community located within the San Marcos city limits. A newly built property is eligible to join ACT Ally no sooner than six months from the issuance date of the Temporary Certificate of Occupancy.

- II. The Member is required to comply with the following provisions. Failure to comply may result in the complex losing its participant status without any refund and being prohibited from joining the ACT Ally program for a full calendar year. It is understood and accepted by all parties to this agreement that a representative for the Ally must:
 - a. Actively engage in the ACT Ally program during the previous program year. This includes attendance at ACT Ally Quarterly meetings, inclusion of ACT logo on websites, printed materials, displaying the ACT membership logo at the business and no use of the abbreviation "TSU" to represent Texas State University.
 - b. Promote a healthy living environment through community awareness, responsibility, cooperation and good neighbor practices.
 - c. Use marketing strategies, advertisements, webpage or social media postings that do not include excessive alcohol consumption or behavior disruptive to other tenants or neighbors.
 - d. Use promotional materials that exclude items related to alcohol consumption such as red cups, bottle openers, ping pong balls, shot glasses, alcohol logos, etc.
 - e. Prohibit alcohol furnished by management or staff at on-site gatherings.
 - f. Actively promote responsible alcohol consumption at off-site events if sponsored by management (i.e. restaurants, bars).
 - g. Reply within three (3) business days to San Marcos Police Department noise violation notifications and take action as needed.
 - h. Take reasonable and prompt action to prevent or reduce disputes or conflicts.
 - i. Collaborate with ACT, Texas State, City officials and/or the Central Texas Dispute Resolution Center to assist in handling conflicts or disputes that cannot be resolved between the property owner/manager and a tenant.
 - j. Attend the July and October ACT Ally Quarterly meetings and attend at least one of the two Spring semester meetings.
 - k. Display an ACT program poster in a public place at the leasing office or on-site reception area of the property.
 - l. Abide by University policy for soliciting on campus, branding, and trademarks.
 - m. Receive a score of at least 80% compliance with an annual property crime prevention survey.

- III. ACT Ally participants demonstrate fair and reputable business practices. If you join, you will be expected to:
 - a. Provide each tenant with an *ACT Ally Commitment to Community Education Disclosure Page* at the time of lease signing.
 - b. Provide accurate information and images of the property on websites and marketing materials.
 - c. Make prospective tenants fully aware of any differences between a model unit and the actual property to be occupied.
 - d. Provide clear information on all contractual terms, in particular length of the lease term and rent.

- e. Provide a summary of, and clear information about, any additional costs not included in the rent.
- f. Provide clear information about additional requirements a prospective tenant may have to meet for rental such as a guarantor, credit or background check.
- g. Provide each tenant with a copy of their signed lease or access to an electronic copy of their signed lease within three (3) business days of the lease being executed.
- h. Provide each tenant with a written list or access to an electronic version of the customary fees/fines assessed for damages, repairs, or services charged during the lease or at move out.
- i. Tenants are provided with procedures about how they should report repair or maintenance issues.
- j. Carry out repairs within a reasonable time.
- k. Provide clear information on any additional requirements a student may have to meet for rental and any increased costs for which they are liable, i.e. international, foreign exchange, foster students.
- l. Notify ACT officials within seven (7) business days of any management change.

Participant Evaluation Criteria

- a. Active engagement in the ACT Ally program during the previous program year. This includes attendance at ACT Ally Quarterly meetings, inclusion of ACT logo on websites, printed materials, displaying the ACT membership logo at the business and no use of the abbreviation "TSU" to represent Texas State University.
- b. Marketing strategies, advertisement, websites or social media postings have not included excessive alcohol consumption or behavior disruptive to other tenants or neighbors.
- c. Cooperation with City of San Marcos and/or Texas State resolving noise violations, complaints or conflicts.
- d. Compliance with university policy for solicitation on campus.
- e. No pattern of unresolved complaints of unfair or inequitable business practices including treatment of lease holders displaced by any delay in building works resulting in a property not being ready for occupancy on an agreed upon date.
- f. Use promotional materials that do not infer alcohol consumption such as red cups, bottle openers, ping pong balls, shot glasses, alcohol logos, etc.
- g. Alcohol not furnished by management or staff at on-site gatherings and events.
- h. Actively promote responsible alcohol consumption at off-site events if sponsored by management (i.e. restaurants, bars).
- i. Property management responds to San Marcos Police Department noise violation notices and takes action as needed.
- j. No significant event or practice has brought discredit on the ACT Ally program, Texas State University, and/or the City of San Marcos.
- k. Collaboration with ACT, Texas State, City of San Marcos and/or Central Texas Dispute Resolution Center to resolve disputes.
- l. Managers/businesses demonstrate a pattern of fair and equitable business practices.
- m. Legitimate complaints addressed in a timely manner.

- n. Tenants provided with the *ACT Ally Commitment to Community Education Disclosure Page* at time of lease signing.
- o. Compliance with university policy for solicitation on campus.
- p. Property scores at least 80% compliance on crime prevention survey.

Participation Period and Annual Dues

The participation period begins July 1, 2016 and ends June 30, 2017. Fees will be based on the number of beds in each complex. Annual dues are not pro-rated. Payment can be made via check or money order made payable to **Texas State University and mailed or delivered to:** Department of Housing and Residential Life, Attention: Margaret Yackel, 601 University Drive, San Marcos, Texas 78666.

Membership Category	Dues
0 – 150 beds/rooms	\$500.00
151 – 299 beds/rooms	\$900.00
300 – 499 beds/rooms	\$1,500.00
500 – above beds/rooms	\$2,100.00

September 1, 2016 is the deadline for Members and Affiliates to join or renew and qualify to attend the 2017 Housing Fair

Termination and/or Removal from ACT Program

A Member may resign as a participant of ACT at any time after providing written notice to ACT and, upon resignation; such Member shall no longer be bound by the provisions of this Agreement. If the termination occurs within 30 days of signing this agreement, a full refund will be issued. No refund will be given for terminations later than 30 days from the date this agreement is signed. The Member will be ineligible to rejoin ACT for one year after membership termination.

A Member may be involuntarily removed from the ACT program if they are found to have significantly violated any of the Participation Evaluation Criteria. The ACT Committee reserves the right to review any and all violations, and to decide in its sole opinion if such violation warrants removal of the complex from the Ally program. If a decision is made to remove the Member, no refund will be issued. Member agrees to immediately cease and desist with any and all marketing efforts and materials utilizing the ACT and/or Ally affiliation, logo, and trademark.

Permission to Use Name

Member hereby grants ACT permission to use its name publicly in connection with the routine activities of ACT and in press releases issued by ACT and Texas State University.

Representations & Conditions

Member represents and warrants that it has the full power and authority to enter into and perform this Participation Agreement.

Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or other provisions of this Agreement.

No Assignment. This Agreement shall be binding upon the parties, respective affiliates, heirs, executors, administrators, assigns, agents and representatives, but shall not be capable of assignment without the prior written consent of ACT.

Applicable Law. This Agreement shall be deemed a contract made under the laws of the State of Texas and together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of such state, without giving effect to its conflict of laws principles.

IN NO EVENT WILL ANY ALLY BE LIABLE TO ANOTHER ALLY OR ACT, OR ACT TO ANY MEMBER, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. PARTICIPATION IN ANNUAL CRIME PREVENTION SURVEY DOES NOT INDICATE THAT AN ALLY IS IN COMPLIANCE WITH ALL STATE AND CITY CODES, ORDINANCES, AND/OR LAWS.

PARTICIPATION IN AN ANNUAL CRIME PREVENTION SURVEY DOES NOT WARRANT THAT ALLY IS FREE OF POTENTIAL DANGERS OR THREATS.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and discussions relating to the subject matter hereof.

ACT Ally
Affiliate Application and Participation Agreement
July 1, 2016 – June 30, 2017

Affiliate Information

Name of Affiliate:

Physical Address:

Mailing Address:

Website:

Phone Number:

Email Address (For Public Use):

Owner Name:

Owner Email:

Owner Mailing Address:

Representative Name:

Representative Email:

Copy of Business Logo for Marketing Purposes:

This Participation Agreement (the “Agreement”) is between the Texas State University Achieving Community Together program [ACT] and _____ [Business Name], which hereafter will be referred to as the Affiliate [Affiliate].

ACT Ally connects students to the rental housing industry through those who promote a healthy living environment plus demonstrate fair and equitable business practices in the delivery of affiliated services and products. As a participant in the ACT Ally program, you are included in a select group to help students and parents make more informed decisions when choosing off campus housing.

Benefits of Participation

Campus and community presence, including:

- a. Participation in the Texas State Off Campus Housing Fair.
- b. Listing in a full page ACT advertisement in the Texas State *Guide to Living Off-Campus*.
- c. Personalized advertisement in the Texas State *Guide to Living Off-Campus* (Half page for Affiliates).

- d. Advertisement on ACT placard or other marketing materials displayed at all Chat 'n Chew during long semesters.
- e. One (1) Chat 'n Chew per each long semester.
- f. Advertisement on ACT placard displayed at Spring and Summer New Student (Transfer) Orientation.
- g. Inclusion in ACT marketing materials and information provided to parents via the Texas State Parent and Family Relations Association and Bobcat Day.
- h. Listing in ACT link on Housing and Residential Life webpage plus ACT posters in residence halls.
- i. Listed on Texas State University and City of San Marcos ACT web pages.
- j. Official ACT Ally participant certificate to display.
- k. ACT brochures and informational handouts.
- l. Use of the membership with the ACT Program for advertisement, including use of ACT trademark, for members in good standing.
- m. Direct access to Texas State and City of San Marcos staff for assistance and referrals to available resources.
- n. Inclusion in information disseminated to Residence Hall students preparing to move off campus.
- o. Opportunity to provide marketing brochures for display the Off Campus Living Office in the Department of Housing and Residential Life building.
- p. Training plus ongoing communication with the ACT Committee.

Participation Criteria

Participation in the ACT Ally program requires the Affiliate to be a product or service business that supports the rental housing industry. Examples are property management, locator services, furniture rental, utility bill management, insurance companies, storage, movers, etc.

- I. The Affiliate is required to comply with the applicable provisions. Failure to comply may result in the business losing its participant status without refund and being prohibited from joining the ACT Ally program for a full calendar year. It is understood and accepted by all parties to this agreement that a representative must:
 - a. Actively engage in the ACT Ally program during the previous program year. This includes attendance at ACT Ally Quarterly meetings, inclusion of ACT logo on websites, printed materials, displaying the ACT membership logo at the business and no use of the abbreviation "TSU" to represent Texas State University.
 - b. Promote a healthy living environment through community awareness, responsibility, cooperation and good neighbor practices.
 - c. Use marketing strategies, advertisements, webpage or social media postings that do not include excessive alcohol consumption or behavior disruptive to other tenants or neighbors.
 - d. Use promotional materials that do not infer alcohol consumption such as red cups, bottle openers, ping pong balls, shot glasses, alcohol logos, etc.

- e. Prohibit alcohol furnished by management or staff at on-site gatherings.
 - f. Actively promote responsible alcohol consumption at off-site events if sponsored by management (i.e. restaurants, bars).
 - g. Reply within three (3) business days to San Marcos Police Department noise violation notifications and take action as needed.
 - h. Take reasonable and prompt action to prevent or reduce disputes or conflicts.
 - i. Collaborate with ACT, Texas State, City officials and/or the Central Texas Dispute Resolution Center to assist in handling conflicts or disputes that cannot be resolved between the property owner/manager and a tenant.
 - j. Attend at least one of the Fall and one of the Spring semester ACT Ally Quarterly meetings.
 - k. Abide by University policy for soliciting on campus, branding, and trademarks.
- II. ACT Ally participants demonstrate fair and reputable business practices. If you join, you will be expected to:
- a. Provide each tenant with an *ACT Ally Commitment to Community Education Disclosure Page* at the time of lease signing.
 - b. Provide accurate information and images of the property.
 - c. Provide clear information on all contractual terms, in particular length of the lease term and rent.
 - d. Provide a summary of, and clear information about, any additional costs not included in the rent.
 - e. Provide clear information about additional requirements a prospective tenant may have to meet for rental such as a guarantor, credit or background check.
 - f. Provide each tenant with a copy of their signed lease or access to an electronic copy of their signed lease within three (3) business days of the lease being executed.
 - g. Provide each tenant with a written list or access to an electronic version of the customary fees/fines assessed for damages, repairs, or services charged during the lease or at move out.
 - h. Tenants are provided with procedures about how they should report repair or maintenance issues.
 - i. Carry out repairs within a reasonable time.
 - j. Provide clear information on any additional requirements a student may have to meet for rental and any increased costs for which they are liable, i.e. international, foreign exchange, foster students.
 - k. Notify ACT officials within seven (7) business days of any management change.

Participant Evaluation Criteria

- a. Active engagement in the ACT Ally program during the previous program year. This includes attendance at ACT Ally Quarterly meetings, inclusion of ACT logo on

- websites, printed materials, displaying the ACT membership logo at the business and no use of the abbreviation “TSU” to represent Texas State University.
- b. Marketing strategies, advertisement, websites or social media postings do not included excessive alcohol consumption or behavior disruptive to other tenants or neighbors.
 - c. Cooperation with City of San Marcos and/or Texas State resolving noise violations, complaints or conflicts.
 - d. Compliance with university policy for solicitation on campus.
 - e. No pattern of unresolved complaints of unfair or inequitable business practices including treatment of lease holders displaced by any delay in new construction or renovation resulting in a property not being ready for occupancy on an agreed upon date.
 - f. Alcohol not furnished by management or staff at on-site gatherings and events. Promotional materials exclude red cups, bottle openers, ping pong balls, shot glasses, alcohol logos, and the like.
 - g. Actively promote responsible alcohol consumption at off-site events if sponsored by management (i.e. restaurants, bars).
 - h. Property management responds to San Marcos Police Department noise violation notices and takes action as needed.
 - i. No significant event or practice has brought discredit on the ACT Ally program, Texas State University, and/or the City of San Marcos.
 - j. Collaboration with ACT, Texas State, City of San Marcos and/or Central Texas Dispute Resolution Center to resolve disputes.
 - k. Managers/businesses demonstrate a pattern of fair and equitable business practices.
 - l. Legitimate complaints addressed in a timely manner.
 - m. Tenants provided with the *ACT Ally Commitment to Community Education Disclosure Page* at time of lease signing.
 - n. Compliance with university policy for solicitation on campus.
 - o. Property scores at least 80% compliance on crime prevention survey.

Participation Period and Annual Dues

The participation period begins July 1, 2016 and ends June 30,2017. The Affiliate fee is \$750.00 a year. Annual dues are not pro-rated. Payment can be made via check or money order made payable to **Texas State University and mailed or delivered to:** Department of Housing and Residential Life, Attention: Margaret Yackel, 601 University Drive, San Marcos, Texas 78666.

September 1, 2016 is the deadline for Members and Affiliates to join or renew and qualify to attend the 2017 Housing Fair

Termination and/or Removal from ACT Program

An Affiliate may resign as a member of ACT at any time after providing written notice to ACT. Upon resignation, such Affiliate shall no longer be bound by the provisions of this Agreement. If the termination occurs within 30 days of signing this agreement, a full refund will be issued. No refund will be given for terminations later than 30 days from the date this agreement is

signed. The Affiliate will be ineligible to rejoin ACT for one year after termination.

An Affiliate may be involuntarily removed from the ACT program if they are found to have significantly violated any of the Participation Evaluation Criteria. The ACT Committee reserves the right to review any and all violations, and to decide in its sole opinion if such violation warrants removal of the business as an Affiliate. If a decision is made to remove the Affiliate, no refund will be issued. Affiliate agrees to immediately cease and desist with any and all marketing efforts and materials utilizing the ACT and/or Affiliate affiliation, logo, and trademark.

Permission to Use Name

Affiliate hereby grants ACT permission to use its name publicly in connection with the routine activities of ACT and in press releases issued by ACT and Texas State University.

Representations & Conditions

Affiliate represents and warrants that it has the full power and authority to enter into and perform this Participation Agreement.

Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or other provisions of this Agreement.

No Assignment. This Agreement shall be binding upon the parties, respective affiliates, heirs, executors, administrators, assigns, agents and representatives, but shall not be capable of assignment without the prior written consent of ACT.

Applicable Law. This Agreement shall be deemed a contract made under the laws of the State of Texas and together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of such state, without giving effect to its conflict of laws principles.

IN NO EVENT WILL ANY AFFILIATE BE LIABLE TO ANOTHER AFFILIATE OR ACT, OR ACT TO ANY AFFILIATE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. PARTICIPATION IN ANNUAL CRIME PREVENTION SURVEY DOES NOT INDICATE THAT AN ALLY IS IN COMPLIANCE WITH ALL STATE AND CITY CODES, ORDINANCES, AND/OR LAWS.

PARTICIPATION IN AN ANNUAL CRIME PREVENTION SURVEY DOES NOT WARRANT THAT

AFFILIATE IS FREE OF POTENTIAL DANGERS OR THREATS.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and discussions relating to the subject matter hereof.

ACT Ally
Corporate Support Form
July 1, 2016 – June 30, 2017

This form is to be completed by a corporate or regional manager. Submission of the form acknowledges support of a property's inclusion in the ACT Ally program.

Name of Member Property:

If multiple properties, list all:

Name of owner:

Name of management company:

Name of person completing form:

Title/Position:

Email address:

Phone number:

Regional office mailing address:

Physical address (if different):

ACT Ally 2016 - 2017

Commitment to Community Education Disclosure Page

Achieving Community Together (ACT) is a collaborative effort between the City of San Marcos and Texas State University. ACT Ally is a program of ACT and the Department of Housing and Residential Life. ACT Ally connects students to the rental housing industry to assist students in making more informed decisions when choosing off campus housing. It is important to know the following before signing a lease.

1. My signature on this lease is final and nonnegotiable. I *cannot* change my mind without penalty. _____
2. If I am unable to find an acceptable co-signer or guarantor, I will *still be responsible for terms of the lease*. _____
3. If rent is payable as installments, I may have to pay the first installment several days or weeks before I can move in. _____
4. If my lease has an installment payment plan, my first and/or last installment will NOT be pro-rated. _____

Tenant's Signature: _____

Name of Property: _____ Date: _____



This form is not an addendum or amendment to the lease. It is intended to raise awareness of the signer's obligations.

<http://www.reslife.txstate.edu/OffCampusLiving/ACT>

<p style="text-align: center;">ACT Ally 2016 – 2017 Crime Prevention Survey Criteria</p>
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Front Entrance:

1. Door is metal or solid core construction
2. Door has 180 degree or wide angle peephole at appropriate height
3. No glass panels in door unless non-breakable glass or double pane
4. Door appears to have a securely installed electronic or key-operated deadbolt
5. Hinge pins located inside door
6. Doorjamb and doorframes appear securely fastened
7. Strike plates appear secured into the doorjamb
8. Locks appear in good working order
9. Door entrance sufficiently lit
10. Good visibility with trimmed shrubbery to deter concealment

Side or Rear Entrance:

11. Door is metal or solid core construction
12. Door has 180 degree or wide angle peephole at appropriate height
13. No glass panels in door unless non-breakable glass or double pane
14. Door appears to have a securely installed electronic or key-operated deadbolt
15. Hinge pins located inside door
16. Doorjamb and doorframes appear securely fastened
17. Strike plates appear secured into the doorjamb

18. Locks appear in good working order
19. Door entrance sufficiently lit
20. Sliding glass doors are secured by secondary devices to protect lifting and prying
21. Good visibility with trimmed shrubbery to deter concealment

Windows

22. Windows appear to have working locks or appear to be securely pinned
23. Window locks cannot be readily unlocked from the outside
24. Curtains or blinds reasonably cover windows
25. Upstairs windows that open to porches or roofs secured with locking devices
26. Upstairs windows not accessible by ladders or other climbing devices
27. View of windows unobstructed by landscaping or objects

Exterior

28. Walkways appear reasonably lit
29. The entire exterior of the building is reasonably lit
30. Motion sensor lights or photocell lights are in use
31. Parking area is reasonably lit
32. Gates, garages and shed doors can be locked
33. Access points to the premises, including skylights, crawlspaces, vents and pet doors are reasonably secured
34. Common area is gated and access appears limited
35. Mailboxes do not display names and appear secured
36. Premise appears neat and in order