ACT Ally

Affiliate Application and Participation Agreement
July 1, 2015 – June 30, 2016

Affiliate Information

Name of Affiliate:
Physical Address:
Mailing Address:
Website:
Phone Number:
Email Address (For Public Use):
Representative or Owner Name:
Representative or Owner Email:
Representative Mailing Address:
Owner Mailing Address:
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.
d. Advertisement on ACT placard 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 New Student (Transfer) Orientation.
g. Inclusion in ACT marketing materials and information lists provided to the Texas State Parent and Family Relations Association.

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 in the Off Campus Living Office in the Department of Housing and Residential Life building.

p. Training plus ongoing communication with the ACT Committee.

**Participation Evaluation Criteria**

I. Participation as an ACT Ally Affiliate requires the Affiliate to comply with the following provisions. Failure to comply may result in the business losing its Affiliate status without any refund and being prohibited from joining as an ACT Ally Affiliate for a full calendar year. It is understood and accepted by all parties to this agreement that a representative for the Affiliate must:

   a. Promote a healthy living environment through community awareness, responsibility, cooperation and good neighbor practices.

   b. Use marketing strategies and advertisement that do not include alcohol or behavior disruptive to other tenants or neighbors.

   c. Take reasonable action to prevent or reduce disputes or conflicts.

   d. Attend at least one of the two Fall semester ACT Quarterly Manager meetings.

   e. Attend at least one of the two Spring semester ACT Quarterly Manager meetings.

   f. Display an ACT program poster in a public place at the business office.

   g. Abide by University policy for soliciting on campus, branding, and trademarks. The abbreviation. Solicitation on campus must be coordinated through the office of Student Involvement. TSU may NOT be used to represent Texas State University.

II. ACT Ally participants demonstrate fair and reputable business practices. If you join, and applicable to your business, you will be expected to:

   a. Provide each tenant with an ACT Ally Commitment to Community Education Disclosure Page prior to signing a lease.

   b. Provide accurate information and images of the property.

   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. Repairs are carried out within a reasonable time.
k. International and exchange students are provided with clear information on any additional requirements they may have to meet for rental and any increased costs they are liable for.
l. Advance notice is given of any delay to building works that may result in pre-leased or advertised facilities not being ready for occupancy or use on the agreed date.
m. Notify ACT officials within seven (7) days of any anticipated management change.

III. Evaluation process – If you join, and applicable to your business, the following criteria are reviewed on an annual basis to be in good standing.

a. A healthy living environment is promoted.
b. Marketing strategies do not include alcohol or disruptive behavior.
c. Property management responds to San Marcos Police Department noise violation notices and takes follow-up action as needed.
d. Management/staff collaborates with ACT, Texas State, City of San Marcos and/or Central Texas Dispute Resolution Center to resolve disputes.
e. Managers/businesses demonstrate fair and equitable business
f. Legitimate complaints are addressed in a timely manner.
g. Tenants are provided with the ACT Ally Commitment to Community Education Disclosure Page prior to signing a lease.
h. Attendance at Quarterly Manager Meetings as required.
i. Managers/businesses comply with university policy for solicitation on campus.
j. Property scores at least 80% compliance on crime prevention survey.

**Participation Period and Annual Dues**
The participation period begins July 1, 2015 and ends June 30, 2016. 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 to**: Department of Housing and Residential Life, Attention: Margaret Yackel, 601 University Drive, San Marcos, Texas 78666.

**October 1, 2015 is the deadline to join or renew to attend the 2016 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 and, 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.

By providing your name, date and selecting the “submit” button, you agree your electronic signature is the legal equivalent of your manual signature.