ACT Ally 2015 - 2016

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

THE ACT PROGRAM IS A COLLABORATIVE EFFORT BETWEEN:

TEXAS STATE UNIVERSITY
The rising STAR of Texas

THE CITY OF SAN MARCOS
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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 and Community 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 these standards 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 apartment community located within the San Marcos city limits. At least 80% of the planned buildout of a new apartment community must be complete and ready for occupancy to join ACT Ally.

**Affiliate** – A product or service business that supports the rental housing industry. A property owner or company that rents/manages duplexes, condos and/or single family homes.

**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 at all Chat ‘n Chew during long semesters.
- One (1) Chat ‘n Chew per each long semester.
- Advertisement on ACT placard displayed at Spring New Student (Transfer) Orientation.
- Inclusion in ACT marketing materials and information lists provided to the Texas State Parent and Family Relations Association.
- 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.*
• Services of an ACT Student Liaison to promote outreach and education*.
• 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:

• Use marketing strategies and advertisements that do not include alcohol or behavior disruptive to other tenants or neighbors.
• Respond within three (3) business days to San Marcos Police Department noise violation notifications.
• Take reasonable 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 Manager meetings during the membership year.
• Abide by university policy for soliciting on campus, branding and trademarks.
• 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 a 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 prior to signing a lease.
• 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.
• Tenants are provided with procedures about how they should report repair or maintenance issues.
• Repairs are carried out within a reasonable time.
• 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.
• 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.
• Notify ACT officials within seven (7) days of any anticipated management change.

APPLICATION AND EVALUATION PROCESS FOR ACT ALLY PARTICIPANTS

New participants - Your completed application and the following criteria are reviewed.

• Business marketing strategies that do not include alcohol or disruptive behavior.
• Cooperation with City of San Marcos and/or Texas State resolving noise violations and/or complaints.
• Compliance with university policy for solicitation on campus.
• History of unresolved complaints of unfair or inequitable business practices.

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.

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

October 1, 2015 is the deadline for Members and Affiliates to join or renew to attend the 2016 Housing Fair

ACT STUDENT LIAISON PROGRAM

The ACT Student Liaison Program is a network of students who serve as liaison between the university and its off-campus student population. This program supports the mission of the Texas State University’s Off Campus Living (OCL) program through outreach and education. Student Liaisons work with ACT Ally communities to promote civic responsibility and address challenges to academic achievement, retention and graduation. Student Liaisons coordinate programs to meet the needs of off-campus students.

ACT STUDENT LIAISON PROGRAM GOALS

• Introduce and enhance a sense of community and civic responsibility in the off-campus student population.
• Provide educational forums to enhance students’ knowledge of local codes, rental leases and university policies and expectations (housing code violations, noise violations, fire code violations, city ordinances, and state laws).
• Involve and connect the ACT Committee with the rental community to improve quality of life.
• Help parents and students make more informed decisions when choosing off-campus housing through educational materials and presentations.
• Increase the distribution of relevant university information to students living off campus.
• Promote programs sponsored by Off Campus Living.
• Provide informational resources and referrals for students with personal or academic challenges.
• Communicate off-campus student concerns to university administrators through OCL.

**ACT Ally Participation Period and Annual Dues**

The participation period begins July 1, 2015 and ends June 30, 2016. Member fees are based on the number of beds or rooms in each complex. Affiliate fees are flat rate. Dues are not pro-rated.

<table>
<thead>
<tr>
<th>Membership Category</th>
<th>Annual Dues</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Member:</strong></td>
<td></td>
</tr>
<tr>
<td>0 – 150 beds/rooms</td>
<td>$500.00</td>
</tr>
<tr>
<td>151 – 299 beds/rooms</td>
<td>$900.00</td>
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<tr>
<td>300 – 499 beds/rooms</td>
<td>$1,500.00</td>
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<tr>
<td>500 – above beds/rooms</td>
<td>$2,100.00</td>
</tr>
<tr>
<td><strong>Affiliate:</strong></td>
<td></td>
</tr>
<tr>
<td>Flat Rate</td>
<td>$750.00</td>
</tr>
</tbody>
</table>
APPENDIX A: MEMBER APPLICATION AND PARTICIPATION AGREEMENT

ACT Ally
Member Application and Participation Agreement
July 1, 2015 – June 30, 2016

Member Information

Name of Member Property:
Physical Address:
Mailing Address:
Complex Website:
Complex Phone Number:
Complex Email Address (For Public Use):
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 the Texas State University Achieving Community Together program [ACT] and the residential complex located at ___________________________ [Address], currently known as ___________________________ [Complex Name], which hereafter will be referred to as the Ally [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 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 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. Opportunity to provide marketing brochures for display in the Off Campus Living Office in the Department of Housing and Residential Life building.
o. Training for participants plus ongoing communication with the ACT Committee.
p. Inclusion in Ally-at-a-Glance plus information disseminated to Residence Hall students preparing to move off campus.
q. Crime prevention survey performed by a certified peace officer.
r. Services of an ACT Student Liaison to promote outreach and education.
s. 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. At least 80% of the planned buildout of a new apartment community must be complete and ready for occupancy to participate in ACT Ally.

II. The Member is required to comply with the following provisions. Failure to comply may result in the complex losing its Ally 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. Promote a healthy living environment through community awareness, responsibility, cooperation and good neighbor practices.
b. Use marketing strategies and advertisements that do not include alcohol or behavior disruptive to other tenants or neighbors.
c. Respond within three (3) business days to San Marcos Police Department noise violation notifications.
d. Take reasonable action to prevent or reduce disputes or conflicts.
e. 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.
f. Attend the July and October ACT Quarterly Manager meetings.
g. Attend at least one of the two Spring semester ACT Quarterly Manager meetings.
h. Display an ACT program poster in a public place at the leasing office or on-site reception area of the property.
i. Abide by University policy for soliciting on campus, branding, and trademarks. Solicitation on campus must be coordinated through the office of Student Involvement. The abbreviation TSU may NOT be used to represent Texas State University.
j. 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 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) business days of any management change.

IV. Evaluation process – If you join, 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. 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 to*: Department of Housing and Residential Life, Attention: Margaret Yackel, 601 University Drive, San Marcos, Texas 78666.

<table>
<thead>
<tr>
<th>Membership Category</th>
<th>Dues</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 150 beds/rooms</td>
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<td>500 – above beds/rooms</td>
<td>$2,100.00</td>
</tr>
</tbody>
</table>

October 1, 2015 is the deadline to join or renew to attend the 2016 Housing Fair
Termination and/or Removal from ACT Program

An Ally may resign as a member of ACT at any time after providing written notice to ACT and, upon resignation, such Ally 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 Ally will be ineligible to rejoin ACT for one year after termination.

An Ally 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 Ally, no refund will be issued. Ally 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

Ally 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

Ally 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 ALLY, 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.

By providing your name, date and selecting the “submit” button, you agree your electronic
signature is the legal equivalent of your manual signature.
APPENDIX B: AFFILIATE APPLICATION AND PARTICIPATION AGREEMENT

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 no 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 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.
APPENDIX C: CORPORATE SUPPORT FORM

ACT Ally
Corporate Support Form
July 1, 2015 – June 30, 2016

Completion of this form acknowledges that corporate or regional management understands and supports membership in the ACT Ally program.

Name of Member Property:
If multiple properties, list all:
Name of person completing form:
Title/Position:
Email address:
Phone number:
Regional office mailing address:
Physical address (if different):

Click here for ACT Ally Member Participation Agreement

By providing your name, date and selecting the “submit” button, you agree your electronic signature is the legal equivalent of your manual signature.
ACT Ally
Commitment to Community Education Disclosure Page

1. My signature on this lease is final and nonnegotiable. I cannot change my mind later. ______
2. If I am unable to find an acceptable co-signer or guarantor, I will still be required to pay rent. ______
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:__________________________________________________________

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
APPENDIX E: CRIME PREVENTION SURVEY CRITERIA

ACT Ally Crime Prevention Survey Criteria

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 key-operated deadbolt
5. Non-removable hinge pins located inside door
6. Doorjambs and doorframes appear securely fastened
7. Strike plates appear secured into the doorjambs
8. Locks appear in good working order and management states it will re-key at resident’s request (resident may incur expenses)
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 key-operated deadbolt
15. Non-removable hinge pins located inside door
16. Doorjambs and doorframes appear securely fastened
17. Strike plates appear secured into the doorjambs
18. Locks appear in good working order and management states it will re-key at resident’s request (resident may incur expenses)
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. Window air conditioner units appear securely installed
26. Windows appear in working order to exit in case of fire or emergency
27. Upstairs windows that open to porches or roofs secured with locking devices
28. Upstairs windows not accessible by ladders or other climbing devices
29. View of windows unobstructed by landscaping or objects

Interior

30. Smoke detectors located one in the hallway and one in each bedroom
31. Smoke detectors appear functional at time of inspection
32. Premise monitored by a fire alarm system
33. Sprinkler system installed and pressure tested yearly? Date of last test _______
34. ABC fire extinguishers located in residence? Date of last service _________
35. Passage locks appear to work on bedroom doors
36. Stairways have handrails
37. Plumbing appears in working order, no visible drips or leaks
38. Bathtubs and showers have safety strips or non-slip surface
39. Electrical system appears in working order
40. GFI circuit plugs used near wet areas
41. Kitchen and living area appear free of rodent / pest infestation
42. No visible mold or mildew
43. Emergency exit reasonably available from each bedroom
44. Fireplace, if present, has screen or glass enclosure
45. Chimney appears to be cleaned regularly
46. Area around furnace appears clean and free of combustibles

**Exterior**

47. Residence number is visible from the street – complexes with multiple buildings have signage on each building
48. Walkways appear reasonably lit
49. The entire exterior of the building is reasonably lit
50. Motion sensor lights or photocell lights are in use
51. Parking area is reasonably lit
52. Gates, garages and shed doors can be locked
53. All access points to the premises, including skylights, crawlspaces, vents and pet doors are reasonably secured
54. Fire escapes, if present, have retractable ladders that do not allow easy access to buildings
55. Common area is gated and access appears limited
56. Mailboxes do not display names and appear secured
57. Exterior antennas appear properly grounded
58. Exterior plugs have covers and appear GFIC
59. Stairways appear to be sturdy and free of obstructions
60. Balcony floors and railings appear structurally sound

**Overall Appearance**

61. Roof appears in good condition and no visible leaks detected
62. Foundation appears in good condition with no visible large gaps or cracks
63. Exterior walls appear in good condition with no visible mold or mildew
64. Exterior wall treatment (bricks, siding) appear in good condition with no visible missing pieces, no loose siding
65. Drainage appears well maintained and no standing water present
66. Fencing, if present, appears stable and secure
67. Sidewalk appears level and in good condition
68. Railing appears secure and stable
69. Parking area appears in good repair
70. Premise appears neat and in order