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<td>Donna N. Williams, Chairman</td>
<td>Arlington</td>
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<td>Ron Mitchell, Vice Chairman</td>
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<td>Charlie Amato, Regent</td>
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<td>Dr. Jaime R. Garza, Regent</td>
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<td>Kevin J. Lilly, Regent</td>
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<td>David Montagne, Regent</td>
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<td>Rossanna Salazar, Regent</td>
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<td>William F. Scott, Regent</td>
<td>Nederland</td>
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<tr>
<td>Matthew Russell, Student Regent</td>
<td>San Marcos</td>
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Dear Texas State Students:

I hope you have taken advantage of the opportunities that Texas State continues to provide you in improving your co-curricular experiences on our campus. As a student who plans to move off campus or presently lives off campus, I am writing about living in our local community of San Marcos. Texas State works closely with the City of San Marcos, neighborhood associations and other community stakeholders to ensure that homeowners and students have a good experience living in our neighborhoods and apartment complexes.

Many of you have been living in the community for some time and get along fine with your San Marcos neighbors. However, there are instances where neighbors have voiced concerns to us. I care about you and the City of San Marcos, so I feel it is important to share some “good neighbor” information with you to ensure that San Marcos is an enjoyable place to live for everyone.

The Office for Off Campus Student Services has provided the following web links with information that will assist you this year as you interact with your neighbors. However, you have started in the right place by going through the Off Campus Housing Guide.

[www.lbjsc.txstate.edu/commuter](http://www.lbjsc.txstate.edu/commuter)

These sources are designed to make you aware of city codes, ordinances, apartment and housing listings, city services, and other important information to assist you in making this smooth transition. As you begin the process of searching for off campus housing, utilize this guide to be aware of the information you should know before signing lease agreements. Whether you are planning to live in an apartment or residential house, always remember to respect your fellow neighbors. Once you have moved into your new residence, if you should have any concerns about your apartment complex or neighborhood, contact your local neighborhood association, leasing office, or contact the Office for Off Campus Student Services at (512) 245-3219 or ocss@txstate.edu.

I want you to be successful, and I am committed to providing resources that will help you gain the skills, knowledge, and moral character that I believe defines a successful student at Texas State. With all of us working together, we will have an excellent school year both on and off campus.

We are San Marcos, We are Texas State

Joanne H. Smith, Ph.D.
Vice President for Student Affairs
Dear Texas State University Students:

Welcome to San Marcos!

Texas State University students are an essential part of our community. If you are new to campus, I hope you will take time to explore San Marcos and discover the delights of a great Texas community.

The 2013 Off Campus Housing Guide will introduce you to housing options, recreation, shopping, entertainment and much more.

San Marcos is a unique city with a beautiful spring-fed river, historic downtown, and the greatest shopping in Texas at the largest outlet malls in the southwestern U.S. Our historic downtown just a block from campus features unique shops, great dining, and live entertainment venues with Americana, country, rock and jazz music.

The city is filled with parks for picnicking and jogging, greenbelts for hiking, and the spring fed San Marcos River for swimming, canoeing and kayaking. Our civic organizations and churches welcome you and invite you to participate in community life. The internationally recognized “Achieving Community Together” (ACT) program is a collaborative effort between Texas State University, the City of San Marcos and non student residents to foster good rapport among all of our citizens.

We ask you to join your San Marcos neighbors and preserve the wonderful environment of our Hill Country community. As Texas State University students, you are important contributors to character, the well being and the future of San Marcos.

Welcome home and have a great year!

Sincerely,

Daniel Guerrero
Mayor
Class of 2000
Guide to Off Campus Living

Brought to you by

Off Campus Student Services
Dear Bobcats,

Welcome to the next step to your independence! You have made the decision to move off campus and have become a commuting student at Texas State. The Off Campus Student Services and Campus Activities and Student Organizations Office would like to welcome you to the community and introduce ourselves as your source for advice, answers to your questions, and information on staying involved in various activities.

This 2014 Off Campus Housing Guide has been produced to be your first resource for living off campus. In it you will find apartment listings and information, tips on budgeting, living green, saving money, and general information on how to survive living on your own. You will also find information about the City of San Marcos and Hays County that will introduce you to the community you have joined.

We hope you find the information in this guide helpful and valuable during your stay at Texas State University-San Marcos, and remember that the Office of Off Campus Student Services is here to serve you and make your time as a commuting student as convenient and pleasurable as possible! We are located in the LBJ Student Center on the fourth floor, Room 4-11.1. Feel free to stop by and visit with us or visit our website (http://www.lbjsc.txstate.edu/commuter) for more information.

Thanks for choosing the Off-Campus Housing Guide as your resource for off-campus living!

Have a great year!

Sincerely,
Off Campus Student Services Staff
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In this section you will find information about the various services available to you located in the LBJ Student Center. Whether you are looking for general, everyday amenities, you will find the information in this section useful.
Off Campus Student Services

Off Campus Student Services (OCSS) was designed with you, the commuter, in mind. Any student who does not live on the campus in university-owned housing is considered an off-campus student, and at Texas State you make up more than 85% of the student body! OCSS staff members keep you informed, included, and involved. We offer support and provide services which create opportunities to be exposed to on-campus activities and organizations. To begin with, we have produced this Guide to Living Off Campus to serve as a reference for you as you enjoy living off campus. We hope you find it informative and useful as you navigate the world of independence! The guide is revised and printed annually, so if you have any suggestions, we want to hear from you!

Annual Off-Campus Housing Fair

Every spring we hold a Housing Fair with many of the apartment complexes and apartment locators in one location, in order to introduce their communities to the student body and provide information about themselves for all of those looking to move off campus. This is a great opportunity to see all of the options available to you and receive some free giveaways in a fun, relaxed environment.

Bus Advertising

Bus Advertising provides a great way for registered student organizations to reach thousands of students each day. Many organizations have taken advantage of this ideal marketing placement and have found it to be both valuable and cost effective. The ads are located on the inside of the Bobcat Trams near the standing hand rails. While hitching a ride on the Tram, take a few minutes to scan the ad spaces and see who is marketing to you!

Commuter Break

Once a month we host a Commuter Break just for you! This is a free grab-n-go type of break to help commuter students learn about the resources we have for them. The break is held in various locations to catch our commuter students. Keep an eye out for our bus ads with dates and locations! We love our community of commuters and this is one more way of letting you know that we appreciate you and are here for you!

Achieving Community Together

Achieving Community Together (ACT) is a collaborative effort between Texas State University and the City of San Marcos to build a resilient community of students and permanent residents through teamwork, education, and integrity. ACT initiatives assist stakeholders with regular communication, effective problem-solving, on-going assessment and moving through conflict with respect. For more information visit act.lbjsc.txstate.edu
Centrally located between Alkek Library & the McCoy College of Business, the LBJ Student Center is a destination for every Texas State student. Often referred to as LBJ or the “living room” of Texas State, the building is a central meeting point for students. We are a place where you can have that once-in-a-lifetime experience or enjoy everyday activities. Shopping, dining, computer labs, study areas and student services may be found inside the LBJ Student Center. In addition to our convenient services, the LBJ Student Center is home to a wide variety of opportunities for student involvement and leadership.

**Information Desk:** The Information Desk provides general information to students and visitors, as well as providing key services, such as faxing, maps, brochures and more. The Information Desk is located on the second floor of the LBJ Student Center. Contact the Information Desk at 245-8686.

**Computer Labs:** Students may stop by one of the computer labs to print out homework or use internet services between classes. There are two main labs: Click’s (located on the first floor, inside Boko’s Living Room) and 404i Computer Lab (located on the fourth floor). Both labs are equipped with the latest Dell technology.

**Banking:** Wells Fargo is conveniently located on the second floor of the LBJ Student Center to serve Texas State students. It is a full service banking location.

**Parking Garage:** For a nominal fee, students may utilize the garage adjacent to the LBJ Student Center. A full-service pay booth is located at the entrance to the parking garage. Self-pay stations are also available.

**Lair Food Court:** The Lair offers food court style dining on two levels of the LBJ Student Center. A wide variety of popular choices include Chick-fil-A, Blimpie Subs, Pizza Hut, Starbucks and Freshens. Chick-fil-A and Blimpies are open until midnight Monday-Wednesday.

**Paws Market:** Paws Market is a convenience store located on the second floor of the LBJ Student Center. Fresh, hot coffee is brewed all day long and a variety of energy drinks, from shots to cans, as well as Vitamin Water, bottled water, and sodas may be purchased. Great options for breakfast, lunch, and dinner offer an affordable alternative to the Bobcat on the Go!

**ID Services:** To better meet the needs of students, ID Services is located on the second floor of the LBJ Student Center, across from the Information Desk. New and returning students may obtain their student ID from this office during the week.
Boko’s Living Room: For students looking to catch their favorite TV show, take a quick nap between classes, or get some study time in, this is the place. Blankets, pillows, and alarm clocks are available for check-out. Click’s Cyber Café offers traditional desktop computers and printing stations.

George’s: The premier entertainment spot on campus and hosts live entertainment, billiards, games, a big screen TV and Blimpies! Beer and wine are served after 4 p.m. George’s hosts the famous monthly Salsa Nights, Monday Night Football, and Battle of the Bands, to name a few of the activities. George’s is located on the first floor of the LBJ Student Center.

Find out more online! Lbjsc.txstate.edu Get connected @LBJSC

CAMPUS ACTIVITIES & STUDENT ORGANIZATIONS

The Office of Campus Activities and Student Organizations’ (CASO) mission is to enrich the collegiate experience by providing quality, student centered programs, services and involvement opportunities which celebrate diversity, promote retention, and foster leadership, civic engagement, and student development. CASO oversees more than 350 student organizations. Additional services and programs include solicitation, and posting approval, Homecoming, Bobcat Weekly, student leader recognition programs, volunteer opportunities, commuter programs, and more.

www.lbjsc.txstate.edu/caso campusactivities@txstate.edu | 245-3219

Student Organizations Council (SOC): As a representative body and a chartered governing council recognized by Texas State University-San Marcos, the Student Organizations Council provides direction and support for all registered student organizations and strives to empower Bobcats through organizational involvement and leadership. Texas State has 361 student organizations within the categories of Academic, Chartered, Greek, Honors, Multicultural, Political, Professional, Recreational, Religious, Residence Halls, Service, Special Interest and Sports Clubs.

www.studentorgs.txstate.edu soc@txstate.edu | 245-1635

Student Association for Campus Activities (SACA): The Student Association for Campus Activities is a membership based student organization committed to offering free programs to the students of Texas State. These programs include movies, outdoor concerts, political debates, homecoming festivities, live music, poetry slams, comedians, and educational forums. Remember, SACA is your ticket to entertainment!

www.lbjsc.txstate.edu/saca saca@txstate.edu | 245-8263
Cat Camp: Cat Camp is an opportunity for the freshman class to learn what it means to be a Bobcat in a fun and relaxed atmosphere. A collaboration between current Texas State students and administrators, Cat Camp is designed to teach Bobcat traditions to incoming students. This is an exciting opportunity for the Texas State community to come together and welcome our new students.

www.catcamp.txstate.edu  
catcamp@txstate.edu  |  245-3219

Student Volunteer Connection (SVC): The SVC serves to connect Texas State students with volunteer opportunities around the San Marcos community as well as being responsible for programming events such as the Trick-or-Treat Fest and Hunger & Homelessness week. They also maintain the Volunteer Database used to log and track students' volunteer records.

www.lbjsc.txstate.edu/svc  
svcoffice@txstate.edu  |  245-1688

Bobcat Build: Each spring, Texas State hosts Bobcat Build, the university’s largest student-run community-wide service day. All projects through Bobcat Build are one-day service projects that provide the students at Texas State an opportunity to say “thank you” to the surrounding community for its continued support.

www.bobcatbuild.txstate.edu  
bobcatbuild@txstate.edu  |  245-4245

Non-Traditional Student Organization (NTSO): The Non-Traditional Student Organization exists to address the specific needs of Texas State students ages 23 years or older, married, parent, veteran/military, graduate student, transfer student, full time worker or anyone who would not be considered a traditional college student. NTSO provides a support network, learning atmosphere, social activities, and an opportunity for non-traditional students to integrate into campus life.

www.lbjsc.txstate.edu/ntso  
ntso@txstate.edu  |  245-4923
SERVICES FOR STUDENTS

Dean Of Students: The Dean of Students Office provides Texas State students with social, cultural, intellectual, leadership, legal and recreational programs and services that complement the academic mission of Texas State. For Texas State students and their elected leaders, the Dean of Students staff is their advocate and active interface with the faculty and staff at Texas State.

Absence Due to Illness: Students who are confined for an extended period of time should report this absence to the Dean of Students Office at 245-2124. Upon written certification from a doctor, hospital, or clinic, the Dean of Students Office will contact the student’s professors to advise them of the confinement. Absences because of such illnesses may be excused by the professor.

www.dos.txstate.edu          LBJ Student Center 5-9.1 | 245-2124

Counseling Center: The Counseling Center provides individual and group counseling services for students who experience psychological or behavioral challenges. The center helps students acquire the skills, attitudes, values, and knowledge that can help maximize their academic, career and personal growth. In addition, the Counseling Center provides workshops on mental health, wellness, and the challenges of college.

www.counseling.txstate.edu       LBJ Student Center 5-4.1 | 245-2208

Mentoring Program: The Mentoring Program matches new students (freshmen and transfer) with faculty, staff, or peer mentors in order to establish one-to-one relationships that help new students by providing support and making appropriate referrals to campus services. Mentors help new students fully “connect” to the people and programs that will ultimately lead to success in their new academic and personal career.

www.vpsa.txstate.edu/mentoring      JCK 980 | 245-2152

Student Learning Assistance Center (SLAC): The Student Learning Assistance Center provides students with academic support including a drop-in tutoring lab, Supplemental Instruction (SI) in targeted courses, and other online services. Peer tutors help students master difficult course content while SI leaders assist students with integrating content and developing study skills. SLAC also offers standardized test preparation and presentations by request on managing academic behaviors, learning styles, test taking strategies, and other topics.

www.txstate.edu/slac          Alkek Library, Suite 411 | 245-2515

The Writing Center: The Writing Center provides face-to-face and online tutoring sessions for all types of writing--academic papers, resumes, dissertations, and creative writing. The center also conducts workshops, provides grammar/spelling/punctuation reviews, and offers reference materials in its library and online. All services are free. The office operating hours are: Monday-Thursday 9:00 a.m. to 9:00 p.m. and Friday 11:00 a.m. to 5:00 p.m.

www.writingcenter.english.txstate.edu       Flowers Hall G09 | 245-3018
SERVICES FOR STUDENTS

The Office of Disability Services (ODS): The Office of Disability Services provides services to students who have cognitive, hearing, mobility, psychological, visual, developmental and learning disabilities. Services also are available to students who experience a temporary disability or who have other functional limitations resulting from chronic or intermittent health problems such as arthritis, diabetes, epilepsy and multiple sclerosis. A student must meet the criteria outlined in the ODS disability guidelines to qualify for services and accommodations at Texas State. The guidelines are available on the ODS Web site, the consequences of a disability may include specialized requirements; therefore, the particular needs of each student are considered on an individual basis. Accommodations are services provided by or coordinated with the ODS to give a student equal access in the academic setting.

www.ods.txstate.edu  LBJ Student Center 5-5.1   |   245-3451

Attorney for Students: The Attorney for Students Office provides three licensed attorneys who are available to evaluate Texas State students’ problems and advise them of their rights, options, and obligations. This service is provided at no cost to students. The attorney can assist students in informal resolution of disputes through fact finding, negotiation, or mediation. Consultations will not be given in matters against Texas State or in student vs. student cases. The attorney does not represent students in court. If an out of court resolution is not possible or practical, clients will be referred to an outside attorney. An attorney is sworn to preserve the confidence of a client. This rule applies equally to those persons that work with the attorney. Information concerning your case or contents of your file will under no circumstances be released to third parties without your written authorization. There are no exceptions. You should feel free to discuss openly and candidly all aspects of your legal issue with the attorney to whom you are assigned.

www.attorney.dos.txstate.edu  LBJ Student Center 5-1.5   |   245-2370

APPOINTMENT PROCEDURE

Call or come to the office in person with your Student ID. Make sure to explain whether case is a criminal matter (from traffic tickets to felonies) or civil (for example, family matters, landlord tenant issues and credit issues) so that you will be scheduled with the appropriate attorney.

Appointments are scheduled for you on the first available time period. When you arrive, have your Student ID ready. You will fill out an intake questionnaire providing a brief description of your legal problem or question.
Student Health Center: The Student Health Center (SHC) is located on the corner of Tomás Rivera and Sessom dr. Free parking for patients is provided in the front of the Student Health Center. All registered students with a valid Texas State ID who have paid the Medical Service Fee are eligible to use the SHC. This fee is included with tuition and fees. All eligible students can see a physician or nurse during their visit. Lab tests, X-rays, prescription, medications and other services are available at reasonable prices. Payment is expected at the time of service. The SHC accepts cash, checks, credit cards, Bobcat Bucks or the optional Texas State Student Insurance Plan. Please call the SHC at 245-2161 or visit www.healthcenter.txstate.edu for questions about eligibility.

www.healthcenter.txstate.edu

Student Health Insurance: Although many students are covered under their parents’ health insurance while full-time students, it is a good idea to ensure the health insurance plan will cover medical costs in the San Marcos area should the need arise. If students do not have health insurance, the university has a policy for purchase. To request an insurance brochure or for other assistance, please contact the Student Health Center.

Student Health Center Hours

Monday | Wednesday | Friday: 8am-5pm
Tuesday | Thursday: 9am-6pm
Appointments: 512.245.2167 | www.healthcenter.txstate.edu
Search the many housing listings available to you in San Marcos and the amenities each offers. Here you will find tips about how to search for a place to live and moving.
FINDING YOUR PLACE

HOUSING OPTIONS
The San Marcos area has a multitude of housing developments from which to choose. Because each type of housing has pros and cons, it is important to gain as much knowledge as possible to better fit your individual needs. Most importantly, the housing you choose should provide a safe and comfortable living environment. The information below will give you a better idea of which housing option matches your needs.

Apartments: The student’s most popular choice of living in San Marcos is privately owned apartments. Most San Marcos apartment communities are occupied by students. Leasing arrangements vary between six month and twelve month terms. Some apartments charge one basic fee which covers rent and most utilities. These apartments usually list themselves as “all bills paid” units. Most apartments do not include electricity in the cost of rent. Therefore, carefully compare the advantages of “all bills paid” apartments to those where you are responsible for bills. Many apartment complexes offer individual leases, making you solely responsible for your portion of rent. This is ideal for new renters.

University Owned Apartments: Texas State owns and operates apartments that may be more economical and “first-year friendly” than many privately owned apartments. These apartments are open to married students, full-time undergraduate students, and graduate students. More information about university apartments may be found at www.reslife.txstate.edu.

Rooms in Homes: Some students prefer to share the home of a local family. There are several issues that you should discuss with the head(s) of the household, including your cleaning responsibilities, rules regarding guests, whether you will be allowed to use the kitchen, washer, dryer, etc. Occasionally, the property owners may be looking for a baby-sitter or someone to look after a family member with special needs. If this is the case, make sure you are clear about the time you are willing to commit to such responsibilities and what compensation you will receive.

Houses, Condominiums, Duplexes, and Fourplexes: These options typically offer more privacy and space than apartments, but they demand more responsibility from you and your roommates. Responsibilities may include tasks such as mowing the grass, providing some appliances, and making small repairs. If you rent this type of housing, ask the owner/manager to put your responsibilities in writing. Keep all documentation. Please note that the city of San Marcos enforces an ordinance which does not permit more than two unrelated persons to live in a single-family residence. For more information, please visit www.sanmarcostx.gov

Mobile Homes: There are several mobile home parks in and around the San Marcos area. Most have rental lots and some parks also have mobile homes available for rent.
WAYS TO SEARCH

Living away from home or the residence halls, possibly for the first time, will bring new experiences around every corner. This will also bring new responsibilities since you will be making many decisions with little guidance and supervision. The Off Campus Housing Guide was created to address the issues and concerns for off campus living with roommate/apartment searches and other items that will be useful down the road.

ACT Ally Participants: Several apartment communities have elected to join the ACT Ally program, a partnership between the city of San Marcos and Texas State to promote positive interactions between student and non-student residents. These ACT Ally participants have agreed to provide certain standards for apartment community living. Off Campus Student Services will be working closely with this outstanding group of participants in the future. To find the list of ACT Ally participants, visit the ACT website at act.lbjsc.txstate.edu

Campus Newspaper: The University Star, Texas State’s campus newspaper, occasionally lists information on housing options. Ads for apartments as well as ads for individuals looking for someone to take over a lease are posted in the classified section. The University Star is distributed three times a week throughout various campus locations.

Locator Services: Several local apartment locator services are available for students. Locators offer their services free of charge. Take time to discuss with the locator service the specifics of their service prior to turning your housing search over to them.

Friends or Other Off Campus Students: The best source of advice and information about housing in San Marcos is friends and classmates. They can share information about where to live and the pros and cons of their residence. If you have found a place you like, knock on a few doors and ask the residents some questions about the community.

Housing Fair: OCSS hosts Texas State’s annual Off Campus Housing Fair each year, early in the spring semester and conveniently located in the LBJ Student Center. This is an opportunity for students to gather information from apartment complexes in the area.

Visit Complexes: Go by apartment complexes you are interested in and observe the activity/environment at night. Not all apartment complexes are the same during the office’s leasing hours. Do you want to live in a complex that has regular parties? Or a more quiet complex? This is something for you to decide. Take the extra step to do the research, or you could be stuck in an apartment with which you are not happy.
WHAT IS ACHIEVING COMMUNITY TOGETHER?
Achieving Community Together is a collaborative effort between Texas State University and the City of San Marcos to build a resilient community of students and permanent residents through teamwork, education, and integrity.

ACT ALLY PARTICIPANTS FOR 2013-2014

**ACT Ally Members** are operating apartment communities within the San Marcos city limits that promote programs and services geared at educating residents about civic engagement, community awareness and responsibility, city ordinances and state laws, as well as being a good neighbor.

- Autumn Chase Townhomes  512-754-6144
- Bishop’s Square  512-878-8728
- Cabana Beach  512-392-8115
- Copper Beech Townhome  512-392-2820
- Dakota Ranch Apartment Homes  512-212-4270
- Elevation on Post  512-353-6691
- Hillside Ranch Apartments & Cottage Homes  855-528-2414
- Iconic Village Apartments  512-392-0121
- Riverside Ranch Apartments  866-894-4001
- Sanctuary Lofts  512-392-9066
- The Avenue  512-216-6283
- The Edge Apartments  877-750-0535
- The Grove  512-392-3884
- The Heights 2  512-212-9905
- The Lodge at Southwest  866-338-4384
- The Outpost  512-392-7678
- The Retreat  512-757-8980
- The Vistas  512-667-7726
- Treehouse Apartments  512-353-7620
- University Heights  512-392-7731
- University Springs  512-353-2234
- Village Green Apartments  512-396-6199
- Village on Telluride  512-667-6064
- Villagio Apartments  512-878-8700
- Westfield Apartments  512-392-1100
- Wildwood Apartments  512-749-1283
ACT Ally Product and Service Affiliates are businesses that create products or provide services that support the rental housing industry.

- Apartment Experts: 512-805-0123
- Great Locations: 512-878-2233
- Hot Spots Locating: 512-805-7768
- Re/Max on the Move: 512-216-6253
- Rent Comfy: www.rentcomfy.com
- Simple Bills: http://simplebills.com/
- StudentRentIt.com: http://studentrentit.com/

ACT Ally Owner/Management Company Affiliates are private owners or management companies for rental property. This membership includes owners of smaller properties, duplexes, condos and rental homes.

- Prime Property Management: 512-878-1792
MOVING CONCERNS

Moving From Out of State: If you are new to Texas and own a car, you will need to decide whether or not to switch your license plates, driver’s license, and insurance. In Texas, your car must have a safety inspection before purchasing state license plates. International Students: When looking for housing anywhere in Texas, you must prove that you have some type of income that will cover your rent. If you are having difficulty in this area, please contact International Student Services at 245-7966.

Graduate Students: As a graduate student, there are several things you may want to consider and be aware of when searching for housing. One aspect to consider is the proximity to your neighbors. Many graduate students prefer to live in duplexes, condos, town homes, and houses for a little more privacy.

Another issue to consider is income. Many graduate students are independent from their parents and have graduate assistantships. When signing a lease in Texas, you will need to prove that you have enough income to meet your contractual obligations (pay your rent). To do this, it is helpful to bring a copy of the letter offering you an assistantship or proof of employment and income. If you do not have regular income established when signing a lease, you may want to consider finding a guarantor.

Student Teachers: Student teachers often struggle with determining housing options simply because being a student teacher requires the work of a full-time job, but there is no income associated with it. If you are planning to student teach, it is recommended that you plan ahead. Many student teachers apply for additional financial aid and seek out a guarantor prior to signing a lease. Student teachers may also consider short-term leases since student teaching is typically the last step before graduation.

MOVING SAFETY: Key Safety and Security Precautions:

• Always lock doors with night locks or dead bolts, and lock or latch the windows.
• When answering the door, use a peephole to determine who is at your door.
• Leave a light on if you are gone all night.
• Be careful to whom you lend your keys.
• Stop all deliveries including mail and newspapers when you are traveling.
• Engrave your driver’s license number on valuable items, especially bikes.
• Never leave notes, answering machine messages, or social media announcements indicating you will not be home for an extended period of time.
• Immediately contact management regarding any safety concerns.
• Leave radio or TV playing softly when you are not home.
• Do not panic if your apartment has been entered. It is best not to enter it in case the intruder is still inside. Call the police immediately. If you enter, do not “tidy up.” Any detail could offer valuable information to the police and the investigation.
THE LEASE

This section will provide information about how to be an informed tenant and make decisions that will help make your experience as a renter more enjoyable.
THE LEASE

LEASING INFORMATION

Rent Increase: Some leases contain a clause which allows rent increases during the lease term. Many leases containing this clause require the management to provide 30 days written notice before any increase can occur. If your lease does not include this clause, then only when the lease expires may the rent increase. If you remain in the apartment after the end of your lease, it will automatically become a month-to-month lease. This means that once the lease expires, the management can raise the rent if 30 days’ notice is not provided.

Eviction: A property owner may evict a resident for violation of conditions specified in the lease, major destruction of property, or nonpayment of rent. The manager must give the resident 24 hours written notice (depending on the lease) of his/her intent to evict for nonpayment of rent. If the resident refuses to move, the manager may file an eviction lawsuit in the Justice of the Peace Court to forcibly evict a tenant. An eviction requires you to be given legal notice and an opportunity to appear in court. If you think an eviction is unjustified, contact the Attorney for Students in the LBJ Student Center at 512-245-2370. Seeking the assistance of the Attorney for Students Office is preferable before any dispute between a property owner and a resident becomes a crisis involving eviction. The Attorney for Students is a free service to students.

Use this checklist as a resource while you look for a place to live. Keeping an accurate record of the places you have been, and their appropriate amenities will help you in your search for off campus housing. Cut along the dotted line for easier organization.
# SMART RESIDENT CHECKLIST

**POTENTIAL PROPERTY #1:** ______________________________________

<table>
<thead>
<tr>
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<th>COMMENTS</th>
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<tbody>
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**POTENTIAL PROPERTY #2:** ______________________________________

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### POTENTIAL PROPERTY #3:

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### POTENTIAL PROPERTY #4:

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</table>
IMPORTANT TERMS

Parties: Include the names of all roommates in your lease or your roommates will not be legally responsible for the unit.

Lease Term: The lease will automatically renew on a month to month basis unless a written notice of termination is given to the landlord by the resident. Check lease agreement for the number of months or days required to provide notice.

Rent & Charges: Request in writing the amount, payment methods, due dates, and late penalties.

Security Devices: Your residence must have the following: a window latch on each window, a keyless dead bolt on each exterior door, a door viewer on each exterior door, a pin lock, latch, or security bar on each sliding glass door.

Release of Resident: Unless there is a special provisions clause, or you fall under the military clause, you will not be released from your lease until the end of its term.

Repair Requests: If you need any type of repair, written notice must be given to your management unless it is an emergency situation. An e-mail does not count.

Multiple Residents: Requests or notices given from any resident constitutes notice from all residents. All residents are equally liable.

Move-out Notice: You must give apartment representatives at least 30 days written notice. See your lease agreement for the notice required for your apartment. Even if your lease states your move-out date, you still must give written notice. Oral notice is not sufficient.

Leaving Before Your Lease is Up: Although your reasons for wanting to move out before the end of your lease term may seem valid to you, moving out before your lease expires is a breach of contract. It is incorrect that you are only liable for the amount of your security deposit if you break the lease. Generally, you are liable for rent you owe for the remainder of time on the lease. If you do not pay your remaining rent, you risk being sued. If you are unable to pay your debt, a judgment may be filed against you which can last 7-10 years and can be renewed.

MOVING OUT EARLY

Negotiate: It may be possible to negotiate with the property owner to allow you to terminate the lease. If you reach an agreement, make sure it is in writing and signed by both parties.

Sublease: A sublease is an agreement in which you rent your apartment to another person with the property owner’s permission. You will still be responsible for rent and damages. You are not entitled to receive your security deposit back until your lease term ends. Be sure to read your lease carefully. Many properties forbid subleasing.

Relet: Relet is similar to subleasing, but the lease is changed to add the new tenant and delete the previous tenant. The original tenant will still be responsible for paying the rent until a new tenant is found. Once a new tenant is found, the original tenant often pays a reletting fee, which is usually 85% of one month’s rent.
TENANT’S RIGHTS

The Land Development Code
Homes in certain zoning districts in the city have been designated for “single family” housing only. What does this mean for you as a student? For example, if you and your two best friends rent a home together, you may be in violation of the ordinance, subjecting you to an eviction and/or a hefty fine.

This defines a family as any number of individuals living as a single housekeeping unit who are related by blood, legal adoption, marriage or conservatorship. As of this writing, all dwelling units located in SF-R, SF-11, SF-6(R-1), SF-4.5, DR, TH, PH-ZL are all restricted zoning districts. In these areas, only one family and one unrelated individual may occupy the dwelling. If you have a question about whether or not your unit may be in this district, check with your real estate agent or call the city of San Marcos Planning Department at 512-393-8230.

Violations of the Land Development Code
Be aware that violations of this ordinance are strictly enforced in the San Marcos community. Courts are permitted to accept as proof of the violation that the same three or more vehicles are parked outside the home overnight for a majority of the time. Fines are also extremely high: $900 for the first offense and $900 for each additional day. For the exact interpretation of the code, and any assistance with regard to a potential violation, make an appointment with the Attorney for Students by calling 512-245-2370.

Alcohol and the Law
Minor in Possession (MIP): Consuming or possessing an alcoholic beverage by a minor except in the visible presence of the minor’s adult parent, guardian, or spouse. Class C Misdemeanor
Public Intoxication (PI): Appearing in a public place while intoxicated so much that the person might endanger him/herself or another person. Class C Misdemeanor
Driving Under the Influence (DUI): A minor operating a motor vehicle in a public place while having any detectable amount of alcohol in the minor’s system. Class C Misdemeanor
Driving While Intoxicated (DWI): Operating a motor vehicle, aircraft, or watercraft in a public place while intoxicated. Class B Misdemeanor, 2nd Offense: Class A Misdemeanor
Making Available to a Minor: This can include selling, providing, purchasing, or making alcohol available to a person under the age of 21. Class B Misdemeanor

Penalties:
• Class C Misdemeanor: Fine up to $500; Alcohol awareness course, 8-40 hours of community service, up to a 100 day driver’s license suspension
• Class B Misdemeanor: Fine up to $2,000 and/or confinement in jail up to 180 days; 180 days driver’s license suspension; community service
• Class A Misdemeanor: Fine up to $4,000; up to 1 year in jail
Many students want a pet as soon as they move off campus. You must fully understand the requirements of your lease with regard to pets. Some leases define pets as fish or insects. A pet deposit is often required and specific guidelines must be followed. Regulations are also enforced by the City of San Marcos.

**Animal Ordinances:** Animal control officers enforce these ordinances in San Marcos. They are trained professionals whose purpose is to protect the animals and people of our community. These officers are concerned with the health and safety of the animals in their custody and realize the shelter is the best place for strays.

**Key Ordinances:**
- License tags and chips are available at the shelter and veterinarian offices. Rabies vaccination by a licensed veterinarian is required.
- A County License tag shall cover a period of 1 year from the date of the rabies vaccination.
- Cats and dogs are not allowed “at large.” An animal is “at large” if at any time it is off the premises of the owner of the animal and not under physical restraint.
- If a dog enters your property, you may ask to have it removed and impounded.
- All fees (impoundment, vaccination fee if needed, and County license fee) must be paid.
- Harbor any wild animal within the city limits is an offense.
- Keeping or harboring a fierce or dangerous animal, except lawfully maintained and permitted dangerous dogs, is an offense.
- For more information, please contact the San Marcos Animal Shelter at 512-393-8340.

**State of Texas Law:** Any dog or cat over three months of age is required to have a yearly vaccination administered by a licensed veterinarian. The animal must wear the tag at all times. A rabies vaccination/license tag is available through your veterinarian.

**RENTER’S INSURANCE**

**Renter’s Insurance:** Many tenants believe that their personal belongings are insured under their landlord’s policy and that any injuries sustained within their rental unit will be the responsibility of the building’s owner. The apartment or home that you live in is insured for structural damage, but does not include your property: furnishings, clothing, automobile and so on.

**Why do I need Renter’s Insurance?** The owner’s insurance policy does not cover your personal belongings. The type of events that are usually covered by renter’s insurance include:
- The building catches fire and all your belongings are damaged due to water, smoke, and fire.
- An electrical power surge damages your computer, TV, or stereo.
- You accidentally damage another person’s property.
- Someone sustains an injury in your apartment.
MOVING IN

Refer to this section when you are ready to move! A helpful checklist, general tips, and some useful numbers are included to help your move go smoothly.
Whether you are planning to drive to San Marcos from Austin or from out of state, you should always take safety precautions. Some things to do to prepare for the trip include: have a mobile phone, plan a time of day that you will call a friend or parent, and carry a credit card. Always carry more than just cash when traveling; unexpected expenses such as car repairs can be costly.

Moving Valuables: While you can purchase boxes from moving companies, many stores give away their empty boxes. Grocery and liquor stores usually have plenty of boxes, and these are the perfect size for packing books or knickknacks. Packing materials for valuables may be purchased at U-Haul or some discount stores. If your insurance does not cover valuables in transit, you may want to invest in an AAA (American Automobile Association) membership or mail valuables and insure them with the post office at a minimal cost.

Movers and Storage Facilities: Many area movers are available to help with your move should you need it. Make sure that the mover is insured and bonded. Movers and storage facilities are listed in the Community Directory section of this guide.

Move-In Costs: The first month will be more expensive than others. Many properties require a security deposit and/or application fee. You may also need to pay for items such as electricity deposit or even furniture. It is very important to be prepared for the move-in.

Move-In Condition Inventory Report: Within 48 hours of the time you move into your apartment, you must complete an inventory form which lists the condition of the property. The report should be very detailed. For example, include the number of ice trays, nail holes or marks in walls, conditions of the floors, ceiling fixtures, appliances, etc. The checklist (to the right) will be helpful during this process. Consider videotaping the apartment and noting the items - use a date/time stamp.

CHECKLIST

☐ Fill out an Apartment Condition Inventory Sheet.
☐ Make sure telephone jacks are working.
☐ Test the heater, A/C, and hot water.
☐ Check that everything is working properly such as toilets, light fixtures, fans, dishwashers, etc.
☐ Check security items such as locks, windows, and smoke alarms.
☐ Check electrical outlets.
☐ Report any safety hazards to the staff immediately.
☐ Check for any signs of insects or pests.
☐ If the lease states management is responsible for pest control, make sure the place has been exterminated recently.
☐ Have manager sign and date the inventory, and keep a copy in your files.
☐ Locate fuse box.

MOVE-IN SERVICES

Cable and Internet:
Grande: 878-4600
Time Warner: 805-2555
San Marcos Internet: 393-8010

Utilities (City):
Connect, disconnect, billing:
393-8383
Electric Utility: 393-8300
Water Utility: 393-8010
Garbage & Recycling: 393-8026
MOVE-IN CONDITION FORM

Listed below is the condition in which apt #_________ was found on ________________, the date of move-in for residents ____________________, ____________________, ____________________, and ____________________. Residents, please remember to be very thorough, as this document will be used when investigating damages upon move-out.

<table>
<thead>
<tr>
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<th>BATHROOM</th>
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<tr>
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<tr>
<td>Hood</td>
<td>Walls/Tile</td>
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<tr>
<td>Refrigerator</td>
<td>Floor</td>
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<tr>
<td>Dishwasher</td>
<td>Sink/Faucet</td>
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<td>Medical Cabinet</td>
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<tr>
<td>Counters</td>
<td>Vanity</td>
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<tr>
<td>Sink/Faucet</td>
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<tr>
<td>Floor</td>
<td>Windows/Screen</td>
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<td>Window/Screen</td>
<td>Toilet</td>
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<tr>
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<tr>
<td>Closets</td>
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________________________________________/ ____________________________
Resident’s Signature                        Date

________________________________________/ ____________________________
Resident’s Signature                        Date

_____________________________/ ____________________________
Resident’s Signature                        Date

_____________________________/ ____________________________
Resident’s Signature                        Date

_____________________________/ ____________________________
Manager/Landlord

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# Things to Bring When You Move In

## Cleaning:
- broom
- disinfectants
- liquid cleaners
- mop
- paper towels
- rubber gloves
- soaps
- sponges
- vacuum cleaner

## Bathroom:
- bath & hand soap
- bath mats & towels
- first aid kit
- shampoo
- toilet & facial tissue
- toilet brush
- toothpaste

## Luxury Items:
- coffee maker
- rice cooker
- tea kettle
- toaster oven

## Cooking Staples:
- baking soda
- flour
- non-stick cooking spray
- salt & pepper
- spices & condiments
- sugar

## Kitchen:
The Basics:
- aluminium foil
- can opener
- cups
- dish towels
- dish washing soap
- dishes
- drying rack
- measuring cups & spoons
- napkins
- oven mitt
- paper towels
- plastic bags
- plastic storage containers
- plastic wrap
- pot holders
- pots & pans
- strainer
- timer
- utensils

## Miscellaneous
- electrical surge protector
- envelopes
- extra cash for emergencies
- flashlight
- hammer
- light bulbs
- pencil & notebook
- pliers
- scissors
- screwdriver
Living with roommates can be both rewarding and challenging. In this section you will find some general advice on how to survive living with new and possibly unfamiliar people, as well as a few roommate agreements which you may find helpful in working out successful living arrangements.
Sharing living space with another person is an option for many off-campus students. Some benefits of shared living include dividing the cost of living expenses and having someone to share your college days. While benefits exist, one should also consider the drawbacks of living with someone who may have different cleaning, sleeping, and studying habits as well as different views on religion and politics.

Roommate Quiz | Is having a roommate right for you?  
<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>1. Do you like to share?</td>
<td></td>
</tr>
<tr>
<td>2. Do you like being with people?</td>
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</tr>
<tr>
<td>3. Do you prefer to be alone?</td>
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<tr>
<td>4. Do you get your energy from spending time with friends/people?</td>
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</tr>
<tr>
<td>5. Do you like/need to share expenses i.e. rent, utilities, groceries?</td>
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<tr>
<td>6. Do you have some friends you would like to live with?</td>
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<tr>
<td>7. Do you like to talk through problems (good communicator)?</td>
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<tr>
<td>8. Are you able to forgive and move on?</td>
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<tr>
<td>9. Do you feel comfortable confronting a problem when it arises?</td>
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<tr>
<td>10. Do you consider yourself flexible?</td>
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<tr>
<td>11. Are you open to living with someone you don’t know?</td>
<td></td>
</tr>
<tr>
<td>12. Are you interested in learning about people who are different than you?</td>
<td></td>
</tr>
</tbody>
</table>

If you answered yes to at least 9 questions, a roommate is probably a good choice for you!

Roommates and Leases: If you or your roommate move out during the lease term, management will hold those who have signed the lease responsible for any rent due. Property owners usually try to collect the full amount of rent from the roommate remaining in the apartment. If your roommate moves out during the lease, there are several options to consider.

Finding a New Roommate: This is usually the responsibility of the roommate(s) moving out, but if they are negligent, you may need to take action.

Small Claims Court: Suit may be filed if the case involves less than $10,000.

Roommate Disputes: Being someone’s roommate can be the beginning of a very influential friendship. It is important to remember that your roommate is not a mirror image of you, and it is okay if roommates are not best friends. Learning to accept each other’s differences without infringing on one another’s freedoms can be a valuable part of your education. Considering a roommate contract to understand each other’s expectations about your living arrangement.

Legal Services: A valuable and free service provided to Texas State students is a licensed attorney. The attorney provides information regarding manager/resident disputes, consumer protection, auto accidents, and much more. The attorney for students is limited in matters of litigation and cannot represent students against Texas State or another student. The Attorney for Students is located on the fifth floor of the LBJ Student Center. More information may be found on page seven.
ROOMMATE AGREEMENT

This document is designed to provide its users the opportunity to establish some guidelines related to the details of their living arrangements. Users are encouraged to spend time discussing each section, being as forthright and honest with their opinions as possible. Two copies of the Roommate Agreement are provided for your convenience.

This agreement, made on __________, is a contract between: __________________, __________________, ______________________, _________________________, co-tenants at __________________________ Apt. # _______, _______________, Texas.

I understand that I am entering into a legally binding agreement with my roommates. I also understand that I, as an individual, and we, as a group, are responsible to the landlord, the utility companies, and each other.

TERM OR PERIOD OF AGREEMENT
This agreement is to begin on ___/___/___ for a term lasting from ___/___/___ to ___/___/___.
I fully understand and accept the rules and responsibilities of this agreement.

SECURITY DEPOSIT
The security deposit for the dwelling is $_______. My share amounts to $_______.
I understand that this amount is deducted by the landlord for unpaid rent and/or damages.
I accept responsibility for damages which I, my pet, or my guest(s) cause, and I will reimburse my roommate(s) for their part of the security deposit withheld for those damages.

RENT
The total rent according to the term of our lease agreement with our landlord the dwelling is $_____ per month. I agree to pay 1/_____ of the monthly rent. This amounts to $______.
The total amount my roommate(s) and I are liable for over the period of the lease is $______, of which my share is $______. I understand that we, as a group, and I, as an individual, am responsible for the total rent of this agreement.

UTILITIES
I agree to pay 1/____ of the deposits and/or hook-up charges for all utilities.
I agree to pay 1/____ of the monthly utility bills except telephone.
I agree to pay 1/____ of the monthly phone service charge, plus all long distance calls I make.
I agree to pay as follows for any additional utilities:

____________________________________________________________________________________
____________________________________________________________________________________
ROOMMATE AGREEMENT

MOVING OUT
If I move out of the dwelling prior to the conclusion of the lease agreement, I realize it is my responsibility to find a replacement. I agree to look for a replacement roommate which is acceptable to my present roommate(s).
If one of my roommates moves out, I will also attempt to find a replacement roommate. I understand the need to be responsible in accepting a replacement roommate. If I move out of the dwelling and a replacement roommate has not been found, I realize that I am still legally responsible to my roommates for paying my share of the rent and utility bills.

EXTRAS
I agree to the following arrangements regarding:

FOOD/SHOPPING: ______________________________________________________________

CLEANLINESS/CLEANING RESPONSIBILITIES: ________________________________________

PRIVACY: ______________________________________________________________________

SHARING OF PERSONAL ITEMS: ____________________________________________________

NOISE/STUDY TIMES: _____________________________________________________________

USE OF TOBACCO, ALCOHOL, OR DRUGS: ___________________________________________

PARTIES/ ENTERTAINING: __________________________________________________________

OVERNIGHT GUESTS: _____________________________________________________________

PETS: ___________________________________________________________________________

ADDITIONAL REMARKS:____________________________________________________________

As a party of this agreement, I realize that I, as well as each of my roommate(s), have equal right to the use of the space and facilities in the dwelling with the exception of the areas we have designated as each one’s private space. This agreement is intended to promote harmony between roommates by clarifying the expectations and responsibilities of roommates to each other.

All obligations under this contract are to be performed in ________________, Texas.

It is not necessary to witness or notarize this agreement. Each roommate should sign below and receive a copy. The parties have executed this agreement on ____/____/____.

This agreement is provided by Off Campus Student Services at Texas State University- San Marcos, for the mutual benefit of roommates.
Texas State University- San Marcos assumes absolutely no responsibility for the use of this contract.

___________________/ _________  ___________________/ _________
Resident’s Signature                                   Date                Resident’s Signature                                   Date

___________________/ _________  ___________________/ _________
Resident’s Signature                                   Date                Resident’s Signature                                   Date
ROOMMATE AGREEMENT II

This document is designed to provide its users the opportunity to establish some guidelines related to the details of their living arrangements. Users are encouraged to spend time discussing each section, being as forthright and honest with their opinions as possible. Two copies of the Roommate Agreement are provided for your convenience.

This agreement, made on __________, is a contract between: ______________________, _______________________, ______________________, ______________________, co-tenants at ______________________ Apt. # _______, _________________, Texas.

I understand that I am entering into a legally binding agreement with my roommates. I also understand that I, as an individual, and we, as a group, are responsible to the landlord, the utility companies, and each other.

TERM OR PERIOD OF AGREEMENT
This agreement is to begin on ___/___/___ for a term lasting from ___/___/___ to ___/___/___.
I fully understand and accept the rules and responsibilities of this agreement.

SECURITY DEPOSIT
The security deposit for the dwelling is $_______. My share amounts to $_______.
I understand that this amount is deducted by the landlord for unpaid rent and/or damages.
I accept responsibility for damages which I, my pet, or my guest(s) cause, and I will reimburse my roommate(s) for their part of the security deposit withheld for those damages.

RENT
The total rent according to the term of our lease agreement with our landlord for the dwelling is $_____ per month. I agree to pay 1/____ of the monthly rent. This amounts to $______.
The total amount my roommate(s) and I are liable for over the period of the lease is $______, of which my share is $_______. I understand that we, as a group, and I, as an individual, am responsible for the total rent of this agreement.

UTILITIES
I agree to pay 1/____ of the deposits and/or hook-up charges for all utilities.
I agree to pay 1/______ of the monthly utility bills except telephone.
I agree to pay 1/______ of the monthly phone service charge, plus all long distance calls I make.
I agree to pay as follows for any additional utilities: ______________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
ROOMMATE AGREEMENT II

MOVING OUT
If I move out of the dwelling prior to the conclusion of the lease agreement, I realize it is my responsibility to find a replacement. I agree to look for a replacement roommate which is acceptable to my present roommate(s). If one of my roommates moves out, I will also attempt to find a replacement roommate. I understand the need to be responsible in accepting a replacement roommate. If I move out of the dwelling and a replacement roommate has not been found, I realize that I am still legally responsible to my roommates for paying my share of the rent and utility bills.

EXTRAS
I agree to the following arrangements regarding:

FOOD/SHOPPING: ________________________________________________________________

CLEANLINESS/CLEANING RESPONSIBILITIES: _____________________________________________

PRIVACY: ______________________

SHARING OF PERSONAL ITEMS: ______________________________________________________

NOISE/STUDY TIMES: ______________________

USE OF TOBACCO, ALCOHOL, OR DRUGS: ___________________________________________

PARTIES/ENTERTAINING: ___________________________________________________________

OVERNIGHT GUESTS: _______________________________________________________________

PETS: ______________________

ADDITIONAL REMARKS: ____________________________________________________________

As a party of this agreement, I realize that I, as well as each of my roommate(s), have equal right to the use of the space and facilities in the dwelling with the exception of the areas we have designated as each one’s private space. This agreement is intended to promote harmony between roommates by clarifying the expectations and responsibilities of roommates to each other.

All obligations under this contract are to be performed in ________________, Texas.

It is not necessary to witness or notarize this agreement. Each roommate should sign below and receive a copy. The parties have executed this agreement on ____/____/____.

This agreement is provided by Off Campus Student Services at Texas State University- San Marcos, for the mutual benefit of roommates. Texas State University- San Marcos assumes absolutely no responsibility for the use of this contract.
Look for information on what to do when you need repairs and maintenance, as well as tips for living on your own successfully and safely.
YOUR HOME

REPAIRS & MAINTENANCE
Your lease should contain a clause that covers repairs and maintenance, which also states responsibilities the owner will assume. Not all leases require the property owner to make repairs.

1. Give Your Property Owner Written Notice: A telephone call or e-mail to management is not sufficient. Write a letter requesting that repairs be made. Make a duplicate copy and have the manager sign both copies. Be sure to keep a copy for your files. If the manager refuses to sign the request for repairs, send the notice by certified mail. This will cost about $3.00 at any post office and includes a returned receipt showing that the manager received the notice. If you send certified mail and receipt return requested, the landlord will have seven days to make the repair.

2. Wait a Reasonable Time: Reasonable time depends on the nature of the repair. A clogged toilet (if it is the only one in the apartment) would necessitate repair quicker than a dripping faucet. Repairs requested at peak move-in times will require more time than at other times during the semester. Holidays should also be considered when defining a “reasonable time.” On the average, a “reasonable time” can be interpreted as 5-7 working days.

3. Submit a Second Written Notice if Repairs Have Not Been Made: Again, have the manager sign both copies and keep a dated copy for your files. Depending on the type of repair, you may indicate in your second notice that you may consider terminating your lease if repairs are not completed within one week’s time (this time period may vary.) Do not assume that you can make repairs yourself and be reimbursed for the expenses.

4. Emergency Repairs: Emergency repairs are repairs necessary for your health and safety and must be taken care of within a reasonable amount of time. Such repairs include: gas leaks, broken locks, exposed electrical wiring, etc. Air conditioning problems are not considered an emergency unless you are elderly or have small children.

5. Withholding Rent: You cannot legally withhold rent because repairs have not been made. In a few cases, you may negotiate a rent reduction settlement with management. If this is done, be sure to get the agreement in writing. If the lease states that the management is not responsible for repairs, you cannot terminate your lease if repairs are not made. The law implies a warranty by the property owner that the apartment or house will be habitable. This means that the property owner must repair any condition that materially affects your safety and/or health. Examples of such conditions might include sizable roof damage, water hazards, or major pest problems. The law provides a procedure for requesting repairs and gives specific rights in court against the property owner if repairs are not made.

6. Landlord Entering Apartment: By giving notice for repair, the management has the right to enter your apartment whether or not you are there. They should always leave a note that they were there. The note should state when and why they entered and the repairs performed. They can enter when they want. Be aware.
BE A GOOD NEIGHBOR

Texas State University-San Marcos and the City of San Marcos work together to make students more aware of city codes and common violations. The goal is to make San Marcos a more enjoyable place to live for everyone. Remember these common courtesy rules and do your part to be a good neighbor, Achieving Community Together.

Know Your Neighbors
Take some time to introduce yourself to your neighbors. If you feel comfortable enough, exchange phone numbers. They may be more likely to watch your residence when you are away and could contact you directly if there is a problem.

Turn Down the Volume
Neighbors have differing needs. Please be respectful of all neighbors by keeping loud noise to a minimum, particularly after 10 p.m. Typically, noise heard beyond property lines is too loud.

Practice Courtesy When Parking
Take care not to block driveways, obstruct the sidewalk, or park facing the wrong direction. All neighbors appreciate the ability to park in front of their own homes.

Clean, Green and Trash Free
Please keep your lawn mowed, trash picked up, and remember to keep couches in the living room and not on the porch. Do not overflow garbage cans, and please put the trash cans away after trash has been collected. Visit: sanmarcostx.gov or call 512-393-8036 for trash and recycling pickup information.

Show Pride in Your Neighborhood
Even though you may not own your home, you can show pride in your neighborhood by following the recommendations mentioned above. When your neighbors see that you are making an effort, they may be more willing to say hello and get to know you.

WAYS TO IMPRESS YOUR NEIGHBORS

Mow your lawn on a regular basis.

Put away your trash can by 9p.m.

Try not to overflow trash can.

If you have mattresses, yard waste etc, then you must notify the city. You must call 393-8026 no later than 2:00 p.m. the previous business day to schedule a bulky waste or lawn trimmings pickup.

Grills are prohibited on commercial properties, but most complexes have outdoor grills for residents. You can also look up parks in the San Marcos area that provide grills.

ACHIEVING COMMUNITY TOGETHER (ACT) ALLY PROGRAM

The purpose of the ACT Ally Program is to promote collaboration between the ACT Committee and Property Owners/Managers to better educate their student and non-student residents about community expectations and to promote positive citizenship in the City of San Marcos.

A list of participating communities may be viewed online at www.act.lbjsc.txstate.edu
HOSTING A GATHERING

MAKING GOOD DECISIONS IN HOSTING A GATHERING
We are Texas State. We are San Marcos. ACT Proud!

ACT™ is a collaborative effort of Texas State University-San Marcos and the San Marcos community to promote positive relations between student and non-student residents.

Host Responsibilities:
• Ensuring that excessive noise (noise heard across a property line) is not produced from the gathering.
• Ensuring that alcoholic beverages provided or served to persons of legal age are controlled so alcoholic beverage laws are not violated.
• Advising guests that streets and driveways cannot be blocked by vehicles or persons attending a gathering.
• Preventing a gathering from becoming an unruly party.

As the host, watch your level of alcohol consumption since police will more than likely want to speak to you in the event of a complaint.

Pre-Event Checklist:
Establish the “house rules” and agree with roommates or housemates in advance:

• Set maximum music volume
• Set size of gathering and keep it inside
• Avoid advertising on social media to prevent unwanted guests
• Control the alcohol—it is the host’s job to make sure that NO ONE under 21 years of age is drinking whether the host provides the alcohol or others bring it with them to the gathering.
• Select non-salty foods and non-alcoholic beverages to serve
• Have extra trash cans available
• Have sufficient restrooms available
• Set an end time in advance taking your neighbors into consideration
• Secure areas/property you do not want people to access
• Look at your lease to know about any restrictions that apply to your apartment/residence
• Check with management about rules for gatherings in the common areas of apartment complexes and communities
HOSTING A GATHERING

Monitor your gathering:
• Monitor the “house rules.”
• Turn away persons who are not invited/wanted at a gathering. Opening a residence to unknown guests is an invitation to people who may steal from you.
• Control the alcohol.
• Keep the guests inside.
• Check the noise level by stepping outside periodically.
• Watch for intoxicated drivers and pedestrians and arrange for a safe ride home.

Speak with Your Neighbors Often:
• Let neighbors know of gathering—exchange phone numbers and have your phone on during the gathering.
• Talk with your neighbors on many occasions, not just the day before a gathering.
• Lend a helping hand and create a positive relationship like offering to mow your neighbor’s lawn, wash windows, etc.

When to Take Action:
• If you sense a problem, act immediately to correct it.
• If you cannot manage the people at your gathering or it gets beyond your control, call the police yourself at 512-753-2108. The police officer will take into consideration that you were proactive in managing your gathering by reporting a problem. In case of emergency, call 911.
• Talk to police and cooperate with instructions.

Clean Up Time:
• Make sure your yard and neighbor’s yards are clear of any trash, cups, etc.
• Talk with neighbors to determine if they experienced any problems.

Home Safety
- Lock doors, even when intending to return home shortly or just walking in the area.
- Keep exterior doors locked, especially in an apartment with shared living spaces. It takes a thief 10 seconds or less to enter an open room and steal property.
- Lock or secure doors and windows when home alone or asleep.
- Do not leave exterior doors propped open.
- Never leave keys in hiding places.
- Do not let strangers enter your home.
- If someone asks to use the telephone for an emergency, offer to call for them instead of allowing access to your home or apartment.
- Get to know your neighbors.
- Notify the police if any unfamiliar person is hanging around your residence.

Signs of Alcohol Poisoning: If you see any of the signs below, dial 911 immediately.
- Person is unconscious, cannot be awakened, or is only conscious for a short time.
- Difficulty standing or walking.
- Person is unaware of surroundings.
- Fever or chills with cold, clammy extremities.
- Fingernail beds or gums are bluish.
- Vomiting while semiconscious or unconscious.
- Increased, decreased, or irregular pulse and/or respiratory difficulties.

Vehicles
- Always remove the key and lock the car.
- Lock bikes to immovable objects or bike racks with hardened alloy locks and chains or U-shaped lock.
- Do not leave tempting property visible inside the car. Lock items in the trunk.
- Lock mopeds as you would bikes.
- Park in well-lit areas.

If You Sense You Are in Trouble
- Move away from the potential threat if possible.
- Join a group of people nearby; cross the street and increase your pace.
- If a threatening situation is imminent, and people are close by to help, yell, scream or make a commotion in any way you can to get their attention.
- Go to an open business.
- Call 911 from a safe location.
FIRE SAFETY

Fire Prevention
• Make sure smoke detectors are working properly. You should test the batteries at least once a month, and install new ones at least once a semester.
• DO NOT remove batteries from smoke detectors to prevent false alarm. This will prevent alarms when an emergency does arise.
• You should know at least two ways out of every room.
• Make an escape plan in case of emergencies and if possible, practice it at least once.
• Do not overload outlets.
• Don’t leave candles or incense unattended. Make sure candles aren’t in the vicinity of anything flammable including curtains, posters, fabrics, etc.
• Don’t leave food unattended on the stove or in the microwave. Make sure the stove and all burners are off before leaving the house.
• Make sure cigarettes are fully extinguished when finished, and when smoking, make sure to use a sturdy, non-tipping ashtray. NEVER smoke in bed!
• Be very careful with space heaters and keep flammable items at least three feet away from water heaters, heaters, furnaces, and fireplaces (THIS INCLUDES FURNITURE)!
• Keep a fire extinguisher near the kitchen.
• Make sure the wattage in your light bulbs matches the correct wattage for the fixtures.
• For those of you with washers and dryers, don’t run the dryer without a lint trap. Make sure to clean the lint trap regularly.

In Case of a Fire
• NEVER ignore a fire alarm. Leave at once and close all doors behind you on your way out.
• Once you are out of harm’s way, call 911 immediately.
• Use the stairs. DO NOT take the elevator.
• Test every door for heat. If a door feels hot or you see smoke seeping out, DO NOT OPEN IT.
• Crawl low if you are in smoke.
• If possible, cover your mouth with a cloth to avoid inhaling smoke or gases. Many people who die in fires actually die from smoke inhalation, not from the flames.
• DO NOT go back in, no matter what!
THE ROAD

Commuting may be a new concept for you, so in this section we have included tips to help your daily commute be less hectic and safer for you and others.
THE ROAD

TRANSPORTATION

Bobcat Tram: The Bobcat Tram system is operated for students, faculty and staff, and is designed to alleviate campus parking and traffic congestion. Students pay this fee at registration. The system is in full operation on all scheduled class and final exam dates. No service is provided on weekends or official university holidays, and there is no in-town (apartment) service during the summer months. All buses are air-conditioned and meet the Federal ADA requirements. Students requiring special accommodations should contact Auxiliary Services prior to the beginning of each semester. For additional information on routes, schedules, or charter bus service, contact Auxiliary Services.
www.aux-srvcs.txstate.edu              512-754-8993

Parking: Spaces are limited, and commuters usually will be required to park a distance from inner campus. Off-campus students are restricted to “commuter student” perimeter parking during business hours. Be sure and check the campus map carefully for appropriate parking areas. If you park in unauthorized areas, you will be ticketed. Parking permits may be purchased online during registration or in person from Parking Services in the Matthews Street Parking Garage.
www.parking.txstate.edu               512-754-2887

LBJ Student Center Parking Garage: The LBJ Student Center Parking Garage, located at Student Center Drive and Tomas Rivera (in front of the LBJ Student Center) provides convenient hourly parking for faculty, staff, students, and visitors for a nominal fee. Texas State campus parking permits are not required to park in this garage. We encourage you to make parking arrangements when planning special events, as there is no other visitors’ parking around the LBJ Student Center.
www.parking.txstate.edu               512-245-2887

Bicycling: Bicycling is an inexpensive and healthy means of transportation to and around campus. A permit is not required for having a bicycle on campus. According to the Student Handbook, bicycles are not allowed on sidewalks on the Texas State campus. In the City of San Marcos, you are required by law to have a light while riding your bicycle at night and no bicycles are allowed on city sidewalks. For your safety, a helmet is recommended at all times while riding a bicycle.

Bike Cave................................................. www.maps.txstate.edu/campus/buildings/colo.html
119 E. Hopkins St................................................................. 392-3320

Knowing
basic bicycle etiquette is important for both you and others on the road. Sharing the road is not easy, but knowing some basic rules will help everyone get to where they are going faster! Special thanks to www.thebicyclesite.com/roadrideetiquette

Obey the Rules
The first and probably most important tip is to ride responsibly. Follow the traffic rules yourself. We have all witnessed a cyclist who blatantly ignored traffic laws. There’s nothing that upsets a motorist more than to see a cyclist darting around cars through intersections, running stop lights, weaving around in the center of the road, etc.

Be Predictable
Smooth predictable riding is not just a matter of style...here the word survival comes to mind! If being unpredictable is the only predictable part of your riding style, you are a hazard to yourself and everyone else who has the misfortune to ride with you.

Call Out Any Change
Call out Slowing, Stopping, Passing on Left, Passing on Right
(pass on right only in emergencies )

Signal
Signaling with hands or voice lets everyone (vehicles and riders) know your intentions.

Don’t Fixate
Learn to be comfortable looking around or through the riders ahead of you. This will allow you to see things that are developing in front of the group.

Riding to The Right
Stay as near to the right side of the roadway as is practical, unless making a left hand turn, avoiding hazards in the road, or when the lane is just too narrow to share safely with a motor vehicle.

UNIVERSITY WEATHER CLOSURE
In the event that the university closes or changes its schedule due to weather or another emergency, information will be communicated on the university homepage at www.txstate.edu, and on the information line at 512-245-2424.
MOVING OUT

Refer to this section when you are ready to move out! A helpful checklist, general tips, and some useful numbers are included to help your move go smoothly.
MOVING OUT

MOVING OUT & SECURITY DEPOSIT
You think moving out is easy… well here are some things to think about. First, make sure you give your landlord the required notice. See below for some other tips and ways you can ensure you get your deposit back.

Moving out checklist:
• Make sure you know when your lease ends. Make sure you also know what date you must move out or what date you must renew your lease if you decide to stay. If you do not renew your lease by the landlord’s “deadline,” the landlord may rent your apartment to someone else.
• Make sure to deliver a Notice to Vacate Letter to the landlord within the required time stated in your lease.
• Ask what is required of you upon leaving the apartment. Do you need to have the carpet cleaned?
• Begin preparing to move out 30 days before you need to vacate.
• Items you will need:
  - boxes
  - packing material (newspaper or plastic wrap)
  - tape
  - twine
  - blankets
  - plastic bins
  - dolly
  - cleaning supplies
  - vacuum, steam cleaner, broom, and spackle.
• Can you move all of your belongings yourself or do you need to rent a truck?
  - If you are renting a van/truck, make sure you call ahead and reserve the vehicle. Many people will be moving out at the same time as you!
• If you want to hire a mover, make sure you check around for the best price. Ask friends or family, and check references.
• Pick a day to move and ask friend or family to help. Free lunch/dinner is a great incentive!
• Take picture or a video of your empty apartment when you have moved all of your belongings out.
• Ask your landlord or apartment manager to complete a walk-through with you.
  - Discuss any damages or issues that they might have with returning your deposit. Try to plan this walk-through for a day or two before you are expected to vacate the rental. This gives you time to fix damages.
• When you move out, completely and thoroughly clean the rental.
  - Some landlords provide a checklist outlining the cleaning they expect you to do. Keep all receipts for cleaning supplies and steam cleaner rentals as evidence.
• Complete a move-out checklist and make sure the landlord signs and dates it.
MOVING OUT & SECURITY DEPOSIT

- Use an impartial witness if the landlord is not available or refuses your request for a walk-through.
- Ask your landlord/apartment manager for the specific date you will receive your deposit.
- Make sure your landlord/apartment manager has your new mailing address and phone number.
  - Your phone number will be handy if they have any questions and they can’t send your deposit back if they don’t have your new address!
- If you have fulfilled all of the conditions for the return of your deposit, the manager is required to refund your security deposit and/or to provide you with a written, itemized list of any deductions within 30 days after you vacate or 30 days after they have received your forwarding address (whichever comes later).
- If you do not agree with the property owner’s deductions, discuss the issue with him/her. If the discrepancy is still unresolved, you may want to contact the Attorney for Students Office for further options. The requirements for the return of your deposit are outlined in your lease or in the security deposit agreement.

SECURITY DEPOSIT

On previous pages, in this Guide, we have provided guidelines for what to do and what not to do when moving in and out of your new apartment or house. But suppose you did everything right, and you still have not received your security deposit back? What do you do?

First of all, you need to make sure you have returned your keys, and given the landlord a forwarding address. If they do not know where to send the check, how can they send it?

If you have done both of those things, and you were up to date on your rent when you left, then you can utilize the law that landlords dislike the most. Section 92.109 of the Texas Property code provides penalties for the landlord who does not return your deposit or give you an itemized list of deductions. In fact, the judge may force the landlord to pay you triple the amount of your deposit if he or she is found to have acted in bad faith. What is bad faith? For example, if your landlord has taken longer than 30 days to refund your money or give you an itemized list of damages, that may be construed as bad faith. If your landlord does not communicate with you about your deposit after a month, make an appointment with the Attorney for Students by phoning 512-245-2370. You will receive assistance with preparing the case.
SECURITY DEPOSIT

Requirements to have your security deposit returned usually are as follows:

- Complete your Move-In Condition Inventory Form within 48 hours of moving into the apartment. Keep a copy for your records.
- Occupy the unit for the entire lease term.
- Give written notice of intent to vacate, prior to the ending date of the lease.
- Clean the apartment in accordance with the manager’s move-out cleaning instructions.
- Pay all rent according to the terms in the lease. Give the manager your forwarding address in writing.
- Complete the Move-Out Inventory Form and walk through the empty, clean apartment with your manager.
- Within 30 days after you vacate the apartment, the manager is required by law to either refund the security deposit or furnish you with a written, itemized list of all the deductions.

If you have fulfilled all of the conditions for the return of your deposit, then the manager is required to refund your security deposit and/or to provide you with a written, itemized list of any deductions within 30 days after you vacate or 30 days after they have received your forwarding address (whichever comes later).
TENANT’S NOTICE TO VACATE LETTER

Date: __________________

Please take notice of my intention to vacate our residence located at:

_____________________________________________________

(address or apartment number)

on or before ____________________________________________.

The reason I am moving is:

______________________________________________________________________________________

______________________________________________________________________________________

I understand that my deposit will be refunded as agreed, less past due unpaid charges, if any, after I have moved out completely and returned possession of the premises to the management, as long as I leave the residence in clean and undamaged condition.

I understand that the Lease/Rental Agreement states that I have agreed to a _____ day written notice to vacate. I understand that I am responsible for paying rent through the end of the term agreed to in the Lease/Rental Agreement.

Please Return Deposits to my new address at:

______________________________________________________________________________________

______________________________________________________________________________________

Tenant: ____________________________________________
COMMUNITY DIRECTORY

In this section you will find a directory of places in San Marcos that students find both desirable and necessary along with some important numbers and websites for Texas State University. We hope this information helps make your off-campus living experience enjoyable and stress-free.
COMMUNITY DIRECTORY

TEXAS STATE IMPORTANT NUMBERS & WEB SITES

Admissions-Graduate .......................................................................................................................... 245-2581
www.gradcollege.txstate.edu
Admissions-Undergraduate ..................................................................................................................... 245-2364
www.admissions.txstate.edu
Attorney for Students ............................................................................................................................. 245-2370
www.attorney.txstate.edu
Bobcat Tram ........................................................................................................................................ 754-8993
www.tram.txstate.edu
Campus Activities & Student Organizations ......................................................................................... 245-3219
www.lbjsc.txstate.edu/caso
Career Services .......................................................................................................................................... 245-2645
www.careerservices.txstate.edu
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Department of Housing & Residence Life .............................................................................................. 245-2382
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LBJ Student Center ................................................................................................................................. 245-8686
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Texas State Golf Course .......................................................................................................................... www.campusrecreation.txstate.edu/golf.html
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Texas State Student Recreation Center .................................................................................................. www.campusrecreation.txstate.edu
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Registrar ..................................................................................................................................................... 245-2367
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www.sanmarcostx.gov
City of San Marcos Activities Center................................................................................................. 393-8280
501 Hopkins................................................................................................................................. 393-8280
City of San Marcos Parks and Recreation....................................................................................... 393.8400
401 E. Hopkins........................................................................................................................................ 393-8400
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Electric Repairs/ Power Failures........................................................................................................ 393-8313
Emergency Information Recording.................................................................................................. 393-8488
Emergency (Police, Fire, Ambulance)................................................................................................. 911
Fire Rescue Non-Emergency............................................................................................................ 393-8460
Garbage Collection, Recycling, Bulky Waste.................................................................................. 393-8026
Municipal Court.................................................................................................................................... 393-8190
PAWS Animal Shelter & Humane Society....................................................................................... 268-1611
www.pawsshelter.org
Police Non-Emergency..................................................................................................................... 753-2108
Public Works/Street/Drainage........................................................................................................... 393-8036
Recreation Programs/ Facilities......................................................................................................... 393-8480
San Marcos Animal Shelter................................................................................................................ 805-2650
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