PROPERTY MANAGER SERVICE AGREEMENT



This Property Manager Service Agreement (this "Agreement") is made and entered into by and between CoStar Realty Information Inc., a Delaware corporation, through its "Off Campus Partners" brand and suite of products and services (collectively, "Off Campus Partners") and the counterparty individual or company ("User") leasing certain properties near the University or Universities identified in the Subscription Agreement (as defined below) or as noted in the online registration process.

WHEREAS, User wishes to have access to the Services provided by Off Campus Partners, and Off Campus Partners wishes to provide such Services to User, on the terms and conditions described herein;

NOW THEREFORE, in consideration of the premises, mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. ONLINE LISTING SERVICE: Pursuant to this Agreement and that certain Annual Subscription Agreement by and between User and Off Campus Partners dated the date hereof (the "Subscription Agreement"), Off Campus Partners hereby agrees to permit User to post properties for rent (the "Service") on a student-searchable service site published by Off Campus Partners (the "Service Site") and, if applicable, to provide data entry services for User in relation to the Service Site. User acknowledges and agrees that User has elected the level of Service and the additional features Off Campus Partners may include on the Service Site in the Subscription Agreement. User acknowledges and agrees that User's right to use the Service is personal to User. User agrees not to resell or make any commercial use of the Service without the express consent of Off Campus Partners. User acknowledges the Service Site includes a searchable map provided via Google Maps and thus User is also subject to and bound by Google's Terms of Service and Google's Privacy Policy, both of which may be found on the applicable portion of Googles' webpage. User further acknowledges that Off Campus Partners has published certain operating rules on the Service Site and that User has, in signing the Subscription Agreement and/or completing the registration process online, agreed to those rules and policies.
- 2. CONTENT: User agrees to provide certain current, complete, and accurate information about User as prompted to do so by the Service, and to maintain and update this information as required to keep it current, complete and accurate. Off Campus Partners shall provide data entry services as necessary to post this information on the Service Site. All such information shall be referred to as "Registration Data". User is solely responsible for any software, music sound, photographs, graphics, video, messages, files or other materials ("Content") which are transmitted, posted, or distributed by User through the Service, including but not limited to the contents of User's e-mail communications and photos posted by User on the Service Site or through the Service. Subject to the terms of Off Campus Partners' privacy policy, User agrees that upon posting any Content on the Service or the Service Site or providing such information to Off Campus Partners for posting on the Service Site, including but not limited to text and photographs, User grants to Off Campus Partners, and its successors and assigns, a non- exclusive, worldwide, royalty-free, perpetual, non-revocable license under your copyrights or other intellectual property rights, if any, in and to the content, to distribute, display, and reproduce such Content to other users of the Service. User also grants Off Campus Partners the right to authorize the downloading and printing in whole or in part of any Content that User has posted to the Off Campus Partners Site or through the Service by end users for their personal use.
- 3. USER SUPPORT: Off Campus Partners maintains a customer service line and e-mail account that is available to User between 9:00 am 5:00 pm ET Monday through Friday. In the event that User encounters an interruption in, or difficulty with, the Services, User agrees to contact customer service by e-mail or phone with a description of the problem. Off Campus Partners will initially respond to problem reports by e-mail or phone within seventy-two (72) business hours. Off Campus Partners agrees that its personnel will be appropriately trained to answer the telephone and speak with User in a positive and professional manner.
- 4. **PAYMENT**: In consideration for Off Campus Partners' provision of the Services, User hereby agrees to pay Off Campus Partners in the amounts and at the times indicated on the Service Site or in the Subscription Agreement. For apartment communities, management companies, and or realtors, payments shall be due within 15 days of each invoice; a ten percent (10%) service charge may apply to late payments or outstanding balances on multiple payments. All listing sales are final. You assume responsibility for your purchase, and no refunds will be issued. Once a listing is activated, the advertisement will immediately be posted on the Service Site; however, no guarantees are made as to the success of the advertisement. In addition to anything set forth herein, Off Campus Partners may: (a) on each anniversary of the last day of the

calendar month in which the start date occurred, increase the fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a renewal term increase the fees or charge other fees for any portion of the Product or service provided by Off Campus Partners, provided, that if User does not agree to the increase or charge implemented solely under this Section 4(b), then User may give written notice of termination within sixty (60) days of Off Campus Partners' notice of such increase or charge, in which case User shall continue to pay the fees in place before the proposed increase or charge until the last day of the calendar month in which User's notice of termination is delivered, and this Subscription Agreement shall terminate with respect to such portion of the Product on such date.

- 5. COMPLIANCE WITH LAW: User shall comply with all applicable local, state and federal laws, regulations and ordinances in its use of, posting on and actions in connection with the Service, the leasing of property or the operation of User's business. Without limitation of the foregoing, User shall not refuse to display, lease or sublease property posted on the Service to any person or discriminate against any qualified employee or applicant for employee due to such person's race, color, religion, national origin, sex, familial status or physical disability and shall comply with the provisions of the Fair Housing Act (42 U.S.C. § 3601 et. seq.), as it may hereafter be amended, and with all applicable state and local fair housing laws. User shall file all federal and state tax returns, pay all taxes and comply with all applicable laws relating to taxes. User shall comply with applicable state law relating to contributions and payment of unemployment taxes, workers' compensation and the payment of wages. Pursuant to federal law, User shall, without engaging in unlawful discrimination, verify the immigration status of all employees accessing the Service or leasing or servicing posted properties and shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any worker.
- 6. NO "SPAMMING": User will not use the Service for chain letters, junk mail, "Spamming" or any use of distribution lists to any person who has not given specific permission to be included in such a process. For purposes of this Agreement, "Spam" or "Spamming" refers to an e-mail advertisement which is (a) addressed to a recipient with whom the initiator does not have an existing business or personal relationship and (b) is not sent at the request of or with the express consent of the recipient to receive such communications from you. If User uses the Service for Spam, Off Campus Partners reserves the right immediately to terminate User's access to the Service and to seek appropriate legal recourse as necessary.
- 7. **USER CONDUCT**: Off Campus Partners reserves the right, but does not assume the responsibility, to monitor or review User conduct on the Service. User's use of the Service is subject to all applicable local, state, national and international laws and regulations. User agrees: (1) to comply with U.S. law regarding the transmission of technical data exported from the United States through the Service; (2) not to use the Service for illegal purposes (including without limitation, gambling or betting); (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service. The Service makes use of the Internet to send and receive certain messages; therefore, User's conduct is subject to Internet regulations, policies and procedures. User agrees not to:
 - Use the Service in connection with chain letters, junk mail, surveys, contests, pyramid schemes, or any
 use of distribution lists to any person who has not given specific permission to be included in such a
 process (commercial or otherwise);
 - b. Harvest or otherwise collect information about others, including e-mail addresses, without their consent;
 - c. Transmit through the Service any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or otherwise objectionable material of any kind or nature;
 - d. Invade another's privacy or violate rights of publicity or intellectual property rights (including but not limited to copyright, trademark and patent rights) while using the Service;
 - e. Transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
 - f. Interfere with another User's use and enjoyment of the Service or another entity's use and enjoyment of similar services;
 - g. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

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- h. Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;
- Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message;
- j. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Service any directory of Service users or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under this Agreement and the Service rules and policies;
- k. Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
- m. Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or
- n. Engage in any other conduct which, in Off Campus Partners' sole discretion, is considered unauthorized or objectionable.
- 8. NOTICE; MODIFICATIONS TO THE SERVICE AND TO TERMS OF SERVICE: Off Campus Partners may modify or discontinue the Service upon prior written notice to User. If applicable, Off Campus Partners may modify or discontinue add-on services, including but not limited to, housing fairs, guides, etc. in the event of scheduling conflicts or other impracticable circumstances. In the event Off Campus Partners terminates the Service (i.e. takes the Service Site down/is no longer posting properties for rent on the Service Site), Off Campus Partners shall reimburse User in whole or in part based on the days of service actually provided prior to termination for any advance fees paid pursuant to this Agreement. Off Campus Partners may change its rules, policies or terms of Service at any time. Upon any change in such rules or policies, Off Campus Partners may notify User via e-mail, and/or by posting an announcement of the changes and a link to the new rules and policies on the start-up screen. Upon User's subsequent use of the Service, User will be asked to review the new rules and policies. User acknowledges and accepts such rules and policies by continuing to use the Service. Notices from User to Off Campus Partners must be provided in writing.
- 9. DISCLAIMER OF WARRANTIES: OFF CAMPUS PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OFF CAMPUS PARTNERS MAKES NO WARRANTY THAT THE SERVICE WILL MEET USER REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES OFF CAMPUS PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE. Off Campus Partners shall, however, provide customer support to User for interruptions or errors in the Service as described in Section 3 hereto.
- 10. LIMITATION OF LIABILITY: OFF CAMPUS PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF OFF CAMPUS PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES. Notwithstanding the foregoing, in the event that a court of competent jurisdiction finds Off Campus Partners liable to User for any damages of any type, USER AGREES AND ACKNOWLEDGES THAT OFF CAMPUS PARTNERS LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT RECEIVED BY OFF CAMPUS PARTNERS FROM USER DURING THE CURRENT TERM OF THIS AGREEMENT.
- 11. **INDEMNIFICATION**: User agrees to indemnify and hold Off Campus Partners, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Service, the violation of this Agreement by User, or the infringement by User (or other user of the Service using User's computer) of any intellectual property or other right of any person or entity.

- 12. CHANGE IN PROPERTY OWNERSHIP OR MANAGEMENT: In the event User wishes to transfer ownership or management of a property posted for rent on the Service Site, it will provide prior written notice to Off Campus Partners of such intended transfer, identifying the pertinent property in the notice and further including in such notice the name and contact information of and for the new owner or manager. The prior written consent of Off Campus Partners is a prerequisite to the assumption of this Agreement by a successor owner or manager, and such new owner or manager will be required to assume responsibility in writing for all obligations of User hereunder. Unless so assumed, User will continue to be obligated under this Agreement until the end of the Initial Term or Renewal Term, as applicable. In such case, User may request that Off Campus Partners remove the property listing from the Service Site.
- 13. TERMINATION: For apartment communities, management companies, realtors and any other User executing a Subscription Agreement, this Agreement shall be in effect from the effective date of the Subscription Agreement until the expiration of such Subscription Agreement. All such Users acknowledge and agree that the Subscription Agreement automatically renews for an additional one (1) year period at the end of each Subscription Agreement unless, at least 60 days prior to the last day of the current term, either Off Campus Partners or User gives notice to the other party that it does not wish to renew the Agreement, unless such notice is thereafter revoked by the issuing party. To be effective, User termination under this Section must be emailed to cancel@costar.com with copy to offcampus@costar.com. Off Campus Partners may also terminate the Service and User's right to use the Service (a) should any Registration Data provided by User prove to be inaccurate, (b) for User's failure to make payment at the times indicated on the Service Site or in Section 4 of this Agreement, as applicable, (c) for any violation or breach of the terms of this Agreement, including but not limited to such conduct as identified in Section 6 or Section 7 hereto, (d) upon the request of the University, or (e) at any time upon written notice. Expiration or termination of the Subscription Agreement shall also constitute termination of this Agreement. Following termination, User shall have no right and Off Campus Partners will have no obligation thereafter to forward any unread or unsent messages to User or any third party. User shall have no right and Off Campus Partners will have no obligation to export or save in electronic, paper or any other format any information posted by or to the User or any third party. Sections 8-13 shall survive termination of this Agreement.
- 14. **GENERAL PROVISIONS**: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, excluding its conflict of law provisions. This Agreement is governed in all respects by the laws of the District of Columbia, without reference to its conflicts of laws principles. The parties hereby agree that all claims arising under or related to this Agreement shall be brought exclusively in a federal or state court in the District of Columbia and hereby irrevocably consent to the personal jurisdiction of such courts. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Off Campus Partners' failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Off Campus Partners in writing. User and Off Campus Partners agree that any lawsuit arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.
- 15. **SEPARABILITY OF PROVISIONS**: Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.
- 16. AMENDMENTS. Except as provided herein, no amendment, supplement or modification of any provision of this Agreement will be effective unless made in a writing that specifically identifies this Agreement and the provision intended to be amended, supplemented or modified and is signed by Off Campus Partners and User. Each such amendment, supplement or modification will be effective only in the specific instance and for the specific purpose for which given.
- 17. **DISCLAIMER**: User confirms and agrees to the terms contained in the Disclaimer applicable to the Service Site

IN WITNESS WHEREOF, the parties hereto or their authorized representatives have set their hand to this Property Manager Service Agreement as of the date on the signed Subscription Agreement or the date of online signup, whichever was first.



Niner Choice Program Guidelines and Participation Terms and Conditions

The Niner Choice Program is a safety initiative designed to help students and parents make informed decisions about off-campus living options. It is a partnership between UNC Charlotte Housing and Residence Life, the Charlotte Mecklenburg Police Department, and UNC Charlotte Police and Public Safety. Implemented in 2014 and reimagined in 2019, the program is focused on supporting the safety of students and building relationships with off campus resources.

The goals of the Niner Choice Program are to:

- help students and their families make informed decisions regarding off campus living options by providing them with criteria to consider
- promote increased security measures in University Area off campus properties
- increase relationships and communication between off campus properties and the University
- educate property owners/managers on how to make their properties safer for students

UNC Charlotte, the Charlotte Mecklenburg Police Department (CMPD), the Niner Choice Program Advisory Board (Advisory Board) and the Niner Choice Taskforce (Taskforce) do not guarantee the safety or security of individual properties. Instead, they intend to provide information to students, families, and property owners/managers so the parties can make their own informed decisions. The Niner Choice Safety Standards were created in consultation with and upon the advice of the CMPD and the Charlotte Fire Department (CFD).

What is the Niner Choice Advisory Board?

The Niner Choice Advisory Board consists of representatives from University City Partners, the CMPD, UNC Charlotte Police and Public Safety, UNC Charlotte Housing and Residence Life, and local property management. The Advisory Board serves as a sounding board about best practices, program guidelines, and new initiatives.

What is the Niner Choice Taskforce?

The Niner Choice Taskforce consists of representatives from the CMPD, UNC Charlotte Police and Public Safety, and UNC Charlotte Housing and Residence Life. The Taskforce oversees the program and works closely with interested and participating communities.

Who is eligible to participate?

Any apartment community that houses UNC Charlotte students and/or is interested in developing a relationship with the University in support of students is welcome to participate.



Who is not eligible to participate?

Independently owned units (such as condos, townhomes, and single family homes) are not eligible to participate in the Niner Choice Program.

What is required?

Apartment communities electing to participate in the program will need to:

- maintain a relationship with the Niner Choice Taskforce
- register with the CMPD Rental Registration System and maintain current owner/manager contact information (https://rentalregistration.charlottenc.gov).
- meet and adhere to green or gold level safety standards (as outlined below)
- maintain accurate and up-to-date leasing records
- remain below specific crime and disorder thresholds
- participate in an annual property assessment

What is a property assessment?

The Taskforce conducts an annual property assessment which includes both a physical security survey and an administrative review with Property Managers. Subsequent assessments must be completed within 30 days of expiration. For example, if the property assessment is on June 1st then the next assessment would need to be completed by June 30th of the following year.

What is a physical security survey?

Physical security surveys include a walk-through of the property and 5% of individual units (as determined by the Property Manager) to observe safety and security features. If occupied, all residents of the unit will be required to sign the Niner Choice Security Survey Consent Form. If the residents do not sign the consent form then the unit will not be included and another unit will be chosen in its place. During each annual property assessment, the apartments chosen must be different than those assessed during the previous year.

What is an administrative review?

Administrative reviews include an evaluation of 10% of leasing files. The first 5% of files correlate with the units included in the physical security survey. The second 5% will be randomly selected by the Taskforce. The documents to be reviewed include:

- Criminal Background Check
- Lease Addendum for Drug Free Housing
- Student Verification/Opt-Out Form (applies to Gold Standard only)

How is an apartment complex designated as a Green Standard property?

Properties designated as Green Standard meet the minimum safety requirements as outlined below for participation in the program.

How is an apartment complex designated as a Gold Standard property?

Properties designated as Gold Standard meet the Green Standard requirements as well as 5 of the 11 enhanced safety features as outlined below.



What needs to happen if a property wants to upgrade from the Green Standard to the Gold Standard in the same assessment year?

If a property wishes to upgrade from the Green Standard to the Gold Standard during the same assessment year, the Taskforce will schedule a physical security survey to evaluate compliance with the gold criteria selected by the Property Management.

Green Standard:

To qualify for the Green Standard and be included in the Niner Choice Program, properties must meet all of the criteria (1-19) listed below.

1. Property will not meet or exceed CMPD's Crime and Disorder Threshold. The Crime and Disorder threshold numbers are based on a quarterly timeframe (calendar year).

Charlotte-Mecklenburg Police Department's Crime and Disorder Threshold

see

(please

Category	Disorder Activity Count
Category 1 (1 unit)	Homicide-1, Violent Crime-2, Disorder Calls for Service-3
Category 2 (2-9 units)	Homicide-1, Violent Crime-2, Disorder Calls for Service-6
Category 3 (10-49 units)	Homicide-1, Violent Crime-3, Disorder Calls for Service-9
Category 4 (50-99 units)	Homicide-1, Violent Crime-4, Disorder Calls for Service-15
Category 5 (100-149 units)	Homicide-1, Violent Crime-4, Disorder Calls for Service-21
Category 6 (150-199 units)	Homicide-1, Violent Crime-4, Disorder Calls for Service-27
Category 7 (200-249 units)	Homicide-1, Violent Crime-4, Disorder Calls for Service-39
Category 8 (250-299 units)	Homicide-1, Violent Crime-4, Disorder Calls for Service-45
Category 9 (300-700 units)	Homicide-1, Violent Crime-4, Disorder Calls for Service-45

attachment for list of disorder calls for service)

- **2.** The lease must contain a separate Lease Addendum for Drug Free Housing (See attachment for an example).
- **3.** A criminal history screening must be completed for all applicants/tenants. A copy of the criminal history results must be maintained in each tenant's file. The property management will adhere to their company policy regarding an acceptable threshold for crime.
- **4.** The Taskforce will provide a PDF of crime prevention and safety information, which the Property Manager will be responsible for sharing with residents electronically upon move-in.



5. The landscaping on the property will be well maintained using the 3/7 rule which requires the bushes to be trimmed down to 3 to 4 feet and the trees to be trimmed up 6 to 7 feet. This helps prevent obstructions and concealment areas.





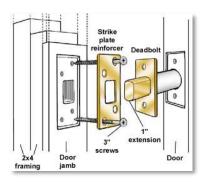
- **6.** The property will have sufficient and reasonable lighting in working order in the below listed areas.
 - Walkways/Sidewalks/Pathways
 - Exterior of buildings
 - Parking Lots
 - Common Areas
 - Entrance and exit of each unit
- 7. The front door will have a 160 or 180 degree peephole.

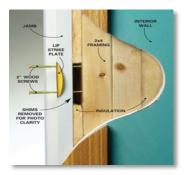


160° viewer (left) vs. 180°+ viewer (right)



8. Exterior door strike plates will have three-inch screws. These are required for all front doors and are required for first floor back doors.



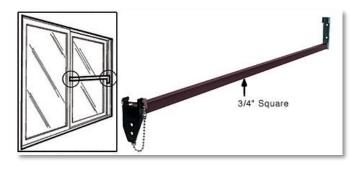


9. Exterior doors will have Grade 2 or better locks with deadbolts. The deadbolt will have a minimum one inch throw.

Lock Rating	Strength*	Life Span**
Grade 1	Grade 1 & 2 test + 2 blows @ 150 ft-lbf	11 years
Grade 2	Grade 3 test + 2 blows @ 120 ft-lbf	5 years
Grade 3	2 blows @ 60 ft-lbf + 2 blows @ 90 ft-lbf	3 years
Ungraded	Unknown. Generally less than Grade 3 standards	

Illustration is from the National Crime Prevention Council (NCPC)

- 10. All interior and exterior door locks will be in good working order.
- 11. Exterior doors will have no glass panels unless it is double pane glass.
- 12. Sliding glass doors (located on first floors) will have a secondary security feature (bar, jimmy plate, two-bolt lock, or Juliet fenced balcony).





13. Windows will have working locks and the lock cannot be defeated from the exterior.



- **14.** Working smoke and carbon monoxide detectors will be located in and/or near the bedrooms and kitchens where required by fire code.
- 15. Each bedroom will be labeled with a number or letter for rent by the bedroom communities.
- **16.** Residents will have a 24-hour emergency contact number for maintenance personnel and/or management.
- 17. Building numbers will be visible from the street (day or night). Properties with multiple buildings should have additional signage or a map at the entrance to assist emergency responders.
- **18.** Property managers or assistant managers must attend quarterly UNC Charlotte Off-Campus Housing Round Tables hosted by the Taskforce.
- 19. The manager must host a crime prevention/safety meeting for their residents each property assessment year and invite the Taskforce.

Gold Standard:

To qualify for the Gold Standard, properties must meet all of the Green Standard criteria (1-19 listed above) as well as 5 of the 11 Gold criteria listed below.

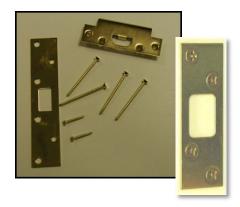
- 1. Bedroom doors will be solid core if leased by the bedroom.
- 2. The property will have Blue Light Emergency Phones which are free standing and/or wall mounted. Each emergency phone will automatically dispatch to CMPD's 911. The number and location of the phones will be determined by the Taskforce. It will be based on the size and configuration of the property.
- 3. The property will have self-closing and self-locking front doors.



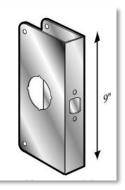




- **4.** The property will employ a licensed and insured security company.
- 5. The property will have a video surveillance system that will capture quality images and record these images for 14-30 days. Additionally, the property will have signs posted indicating there are video surveillance cameras on the property and they are recording 24 hours a day.
- **6.** The property will have a functioning vehicle gate at the entrances and exits.
- 7. The property will have a fence completely surrounding the property with pedestrian gates.
- **8.** The property will have high security strike plates on exterior doors. These are required for all front doors and for first floor back doors.



9. The property will have lock and door re-enforcers on individual bedroom doors if leased by the bedroom.



- **10.** The property will have an alarm system installed in each unit. The monitoring fees would be the responsibility of the tenant/resident.
- 11. The property will only house students with other students unless opt-out forms and student verification forms are signed by all residents of the unit.



What Happens If...

The Taskforce recognizes that concerns or issues may arise after communities join the Niner Choice Program. The Taskforce is committed to partnering with Property Managers to address issues together to maintain acceptable levels of safety and to keep complexes in the program whenever possible. Situations may arise that necessitate additional security surveys or temporary removal from the program. Those are described below.

What happens if a community fails a property assessment?

If a community fails to meet the Green or Gold Standard during the property assessment (annual or one based on a complaint/reported issue), they will be given 30 days to address the unmet criteria. If these items are not corrected within this timeframe, the community will be removed from the Niner Choice Program for 30 days at which point they would be eligible to request a property reassessment. If the community fails the second property assessment then a third assessment cannot be requested for an additional 90 days.

What happens if a community doesn't complete an annual assessment within 30 days of expiration of the previous assessment year?

If an assessment is not completed within those 30 days, the property will be removed from the program for at least 30 days, at which point they would be eligible for a property assessment. If the property assessment does not occur through no-fault of the owner/manager, the property will be granted an extension at the determination of the Taskforce.

What happens if a community meets or exceeds the crime and disorder threshold?

Any time a community meets or exceeds the crime and disorder threshold, they will be removed from the program for the remainder of the current quarter and the next one.

If a community is removed from the program, what is the property management responsible for doing?

Once removed, all program related material will be seized by the Niner Choice Taskforce. The Property will be responsible for gathering all program related material to be returned to the Taskforce within 7 business days. Upon successful completion of a property assessment, program-related material will be returned to the property. Additionally, all references to participation in the Niner Choice program should be removed from the community's website and promotional materials.

The Niner Choice Advisory Board and the Niner Choice Taskforce reserve the right to remove any community from the Niner Choice program for any reasons including, but not limited to, excessive safety concerns as determined by the CMPD.



Niner Choice Designation:

Off campus properties that volunteer to participate in the program and meet the requirements will receive the Niner Choice Designation. The designation includes a yard sign, a certificate, the ability to include the Niner Choice logo in marketing materials, inclusion in on-campus events (tabling opportunities and fairs), and the opportunity to contract with and advertise with Off Campus Partners (OCP) on the off-campus property locator website. (Only Niner Choice designated properties will be permitted to advertise on the off-campus website.)

A property can lose their Niner Choice designation if it fails an annual property assessment or follow-up property assessment, if reported issues are not appropriately addressed or the property meets or exceeds the CMPD's crime and/or disorder threshold. The Taskforce will manage Niner Choice property assessments and property designations. UNC Charlotte reserves the right to remove any property, community, or management company from the Niner Choice Program and the Niner Choice designation for any reason whatsoever.

Niner Choice Disclaimer:

Neither the University of North Carolina at Charlotte (UNC Charlotte) nor the Charlotte Mecklenburg Police Department (the CMPD) own, manage, endorse, or recommend any specific rental property. Niner Choice is a safety education program designed to provide information to students and families in an effort to help them make informed decisions about off-campus living options. A Niner Choice designation is not a representation or warranty regarding the suitability, fitness, condition, or safety of any specific rental property, and neither UNC Charlotte nor CMPD are responsible for the accuracy or completeness of, or any liability or damage arising from the use of, any information provided in connection with the Niner Choice program. Students and families must exercise independent judgment when evaluating a prospective rental property. The Taskforce reserves the right to make changes to the program as necessary.

By signing below you are agreeing to the Terms and Conditions of participation in the Program for your and on behalf of your property. You warrant and represent that you will continue to maintain your property in a manner that is consistent with the Green or Gold designation that your property receives following its annual property assessment. You further agree to inform the Taskforce of any material changes to your property which might change your eligibility or property designation. You agree to indemnify, defend, and hold harmless UNC Charlotte, CMPD, the Advisory Board and the Taskforce for any claims or causes of action that arise out of your participation in this Program. Neither party is an agent, joint venture, partner or employee of the other. You further represent that you are legally authorized to enter into this Agreement on behalf of your property.

Your signature below is an acknowledgment and acceptance of the terms outlined in this document.		
Property Manager Signature	Date	Property



Physical Security Survey Consent Form

The Niner Choice Program Taskforce (UNC Charlotte Housing and Residence Life, UNC Charlotte Police and Public Safety and Charlotte-Mecklenburg Police Department) wishes to complete a physical security survey at the address listed below for the purposes of assessing a selected group of security features that should be present and utilized in the unit/apartment living areas and bedrooms, to include locks, lighting, door and window construction and associated hardware.

I understand that in order to complete this physical security survey, the Taskforce will need access to my residence. I hereby give the Taskforce consent to enter my residence with a leasing professional from my apartment complex for the limited purpose of conducting the physical security survey described above for the stated security features. I further understand that I can require that the survey be completed in my presence. I give this consent voluntarily and of my own free will.

Address:		
Date of consent:	20	
DATE OF PHYSICAL SECURITY SURVEY:		20
Signatures:		
Tenant 1 :		
Tenant 2:		
Tenant 3:		
Tenant 4 :		
UNC Charlotte Housing & Residence Life Representative:		
UNC Police and Public Safety Representative:		
Charlotte-Mecklenburg Police Department Representative:		
Property Owner/Management Representative:		



Lease Addendum for Drug Free Housing

- 1. The tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent criminal activity or drug related criminal activity.
- 2. The tenant or any member of the tenant's household shall not permit the dwelling to be used for, or to facilitate criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.
- 3. "Violent criminal activity" means any felonious criminal activity that has as one of its elements, the use, attempted use or threatened use of physical force against the person or property of another.
- **4.** "Drug related criminal activity" means the illegal manufacture, sale, distribution, or use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act {(21 U.S.C. 802)} *
- **5.** One or more violations of Section 1 or Section 2 of this Lease Addendum constitutes a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit.
- **6.** Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
- 7. In case of any conflict between the provisions of this Lease Addendum and any other provisions of this Lease, the provisions of this Lease Addendum shall govern.
- **8.** This Lease Addendum is incorporated in the Lease between the Landlord and Tenant.

Tenant:		
Date:	_	
Property Manager/Landlord:		
Date:	_	
Title:		

^{*}The relevant North Carolina authority is the North Carolina Controlled Substances Act, Chapter 90, Article 5, North Carolina General Statutes.



Student Verification Form

The Niner Choice is a safety education program designed to help students and their families make educated decisions about off-campus living options. The Niner Choice Taskforce strongly encourages properties to make every reasonable effort to house students with students and non-students with non-students whenever possible. If the community in which you live has opted to house students with students, you will be asked to verify your status as a student.

By signing this document, I (legibly print nan	
acknowledge that I am a student at	(college/university) for the
(academic year).	
Signature of Student:	
College/University Email Address:	
Student ID #	
Date:	



Student/Non-Student Opt-Out Form

The Niner Choice program strongly encourages properties to make every reasonable effort to house students with students and non-students with non-students whenever possible. The Taskforce recognizes that situations may arise when students request to live in a unit with one or more non-students. When that happens, and the Property has elected gold standard #11 as one of its criteria, each student tenant of mixed-use apartments should complete an opt-out form.

Statement of Consent		
I,	, (name of student to	enant) hereby acknowledge that I
voluntarily agree to reside in a unit at		(community name) with
	(a non-student tenant) for the full d	luration of the signed Lease Term
Student Tenant Signature	Date	
Property Manager Signature	Date	
UNC Charlotte Housing & Residence Lit	fe Representative:	
-	-	
UNC Police and Public Safety Represent	ative:	
Charlotte-Mecklenburg Police Department	nt Representative:	



Disorder Calls for Service

ABC-INTX	ABC-Intoxicated Person
LO-Drug	Loitering-Sale/Purchase Drugs
LO-LOIT	Loitering
LO-MONEY	Loitering for Money
LO-PROST	Loitering – Prostitution Related
DIS-DISTURBANCE	Disturbance
DR-P/FRD	Drug Prescription-Fraud
DR-PARA	Drug Paraphernalia-Found/Pick-up
DR-POSS	Drug Possession-Substance/Paraphernalia
DR-S/PUR	Drug Sale/Purchase
TR-TRPS	Trespass
SP-PERSN	Suspicious Person/Prowler
LO-ALCH	Loitering – Alcohol Related
ABC-V/C	ABC-Violations-Citations
NC-NOISE	Noise Complaint
VICE-PROST	Prostitution Sting or Arrest
WP-TERR	Armed to the Terror of Public
WP-SHOTS	Discharging a Firearm
WP-PRSN	Armed Person
WP-CCW	Carrying Concealed Weapon
QL-TRASH	Trash/Littering
FG-CROWD	Fight-Crowd
FG-FIGHT	Fight
QL-P/URN	Public Urination
VE-SU/OC	Suspicious Vehicle Occupied
OV-OVRDS	Overdose
NC-NS/CD	Noise Complaint-Crowd
VE-SU/UN	Suspicious Vehicle-Unoccupied
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