

# RESIDENT POLICY MANUAL

*A guide to answer all  
your questions*

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# MiddleTown

Property Group

## WHO WE ARE

MiddleTown Living is a division of MiddleTown Property Group (MTPG). MTPG is a property management company dedicated to providing the best Indiana housing across Muncie and East Central Indiana. We have unbeatable locations and are owned/operated by Ball State University graduates.

At MiddleTown, we are committed to providing the highest level of service to both owners and residents. No problem is too big or too small.

## MTPG POLICY

It is the policy of MTPG to provide equal opportunity for rental and occupancy of its properties to all persons and to not discriminate on the basis of race, color, religion, gender, familial status, disability or national origin. This policy of non-discrimination pertains to all aspects of its property rental and occupancy including terms, conditions, privileges and access to services and facilities.



## WELCOME

Hello and welcome to your new home through Middletown Property Group! This booklet is designed to help answer some of the many questions you will have throughout the duration of your lease. If you have any questions or concerns that this does not cover, please feel free to call the Resident Services office for your location. You can view a list of our locations and their hours at the end of this handbook or [on our website](#). We strive to ensure that you feel at home and look forward to having you as a resident for years to come.

## MOVE-IN INFORMATION

Your residence will be ready for you to occupy on the day of your lease commencement. You should come to the office for your location on your move-in date to pick up your move-in packet, get your keys/obtain your entry code, and fill out our key report. Please notify the office for your location prior to this date if you are not able to come in that day so alternative arrangements can be made.

**Please note:** You will not be able to move in unless you pay off your balance and provide account numbers for the utilities for which you are responsible before your lease commencement date.

[You can visit our Move-In Information page on our website for more information on our move-in process by clicking here.](#)

### *Move-In Inspection*

In your move-in packet, there will be a card with a QR code to fill out a move-in inspection form online. Please provide an updated phone number and email address at the top of the form and then fill out any applicable categories, making note of current damage conditions, before submitting the form. The form **MUST** be submitted to our office within 72 hours of your lease commencement date. This form will be used to check for damages at the time of move out. If this form is not submitted within 72 hours of your lease commencement date, you may be assessed for all damages in the unit upon your time of move out. There is a section on the form for maintenance requests as well.

## APPFOLIO ONLINE PORTAL

At the beginning of your lease, you will be prompted to create an AppFolio online portal. A link will be sent to you through email and text. *If you do not receive this link, please contact our office.* This portal allows you to pay rent online, submit work orders, view important documents, sign leases and renewals, communicate with our team, and much more!

We recommend that each of our residents utilize their AppFolio online portal. For more information on the portal, [please see the Resident Portal page on our website by clicking here.](#)

## RENT

Rent is due on and must be received by the first day of each month, unless noted by your lease. There are several methods in which you can pay your rent!

### 1. Pay online through your AppFolio Resident Portal:

- You can make single payment or recurring payments.
- You can set up ACH, electronic cash, credit, or debit payments only through the online portal! Please note that these will be charged applicable processing fees based on the type of transaction.

### 2. Deliver or mail a check/money order to the office for your location.

### 3. Drop check/money order in the after-hours office drop box labeled with your name and address (if applicable for the office for your location).

#### Checks and Money Orders

Below is an example of a properly completed rent check. You must include the address of your residence and the month/year of the rent payment. This will help apply payments correctly. Please **DO NOT make your check payable to MiddleTown Living**. You must address all checks to the proper payee, which is stated in your lease under Section 1.1.

If you are not on a MiddleTown Living lease, the proper payee was noted in your onboarding letter. If you do not have access to that information, please contact our office. We will accept checks or money orders – **cash payments are not accepted**.

Applicable late fees will be assessed in the event a check is returned. If you are mailing your check, you are responsible for ensuring it arrives before the due date.

The image shows a sample check with the following details:

- Payor:** Jane Doe, 1234 ABC Dr., Happytown, IN 00000
- Date:** 08/01/2014
- Payee:** XYZ Properties
- Amount:** \$500.00 (written as Five Hundred and 00/100 Dollars)
- Bank:** Happytown Bank
- For:** August 2014 Rent - 1234 ABC Dr. Jane Doe
- Routing Number:** 123456789
- Account Number:** 012345678912
- Check Number:** 0000

## SECURITY DEPOSITS

Most residents' leases feature security deposits rather than move-in fees. Indiana State Law requires that security deposits be returned within 45 days from the lease expiration date. Refunds will be made payable to the primary tenant listed on the lease and will be sent to the forwarding address that has been provided to us.

## MOVE-IN FEES

If you have a move-in fee rather than a security deposit: The move-in fees cover normal wear and tear upon move out. This payment is due within 48 hours of the lease signing and is necessary to secure your property. It covers the same general maintenance that a security deposit would; however, it is non-refundable and typically less money than a standard security deposit.

If you have any questions in regard to a security deposit refund, security deposit invoices, or your move-in fees, please contact the office for your location.

## UTILITIES

The Utilities Addendum for your lease will have information about the utility requirements at your property. Each utility will either need to go into the resident's name or be on our bill back system. The chart at the top of your Utilities Addendum will note which utilities follow which process.

[For more information on how to set up your utilities, please visit the Utilities Information page on our website by clicking here.](#)

### *Common Utility Companies*

Please click on your location below to view the common utility companies for your area and their contact information.

- [Indianapolis Metro Area](#)
- [East Central Area](#)
- [Northern Area](#)

## LEASE OPTIONS

If your living situation does not work out, you will still need to continue to pay monthly rent until the end of the lease term. You can contact the office for your location for options on terminating your lease per the lease terms.

**Please note:** ALL lessees are responsible for the rent – even if you are not living there. Please refer to the jointly & severally liable clause in your lease.

## HOUSE RULES

Please observe the following rules to help make your and your neighbors' stay at your property as comfortable as possible.

1. *Observe quiet hours between 11 pm and 8 am on Sunday through Thursday and from 1 am to 8 am on Friday through Saturday.* Turn down the volume on all appliances such as radios or televisions that generate noise during this time. You agree not to interfere with the quiet enjoyment of other lessees. Please contact the authorities for any noise complaints after hours.
2. *Do not smoke unless you are outside or in a designated area.* Our properties are smoke-free, including common areas. You can be fined a minimum of \$500 for violating this term.
3. *Use common areas and amenities respectfully and responsibly.* Keep in mind that during use of common areas, you are responsible for your safety and health, the safety and health of your guests, and the safety of your property. MiddleTown is not responsible for injuries, illnesses spreading, lost packages, or stolen property that may result due to using common areas. You may have a maximum of two guests.
4. *Do not engage in any activity that constitutes a crime or violates applicable local ordinances.*

Your property or common areas at your property may have specific rules posted which you also agree to follow. In general, you agree to rules of reasonable conduct and regard for others with respect to noise, odors, trash disposal, pets, parking, and lawns. Use common sense and be considerate of your neighbors.

### *Additional Tenant Responsibilities*

1. *Trash Removal:* Place trash in the designated area, not outside your door or outside of the dumpster. Do not set trash out more than twelve hours prior to the designated day. If trash is removed by city service at your property, it must be contained in a sealed bag and loose debris is your responsibility to remove at all times other than the designated removal day. If MiddleTown Living removes trash that was your responsibility, there will be a \$35 per bag or large item charge. City code violations and their associated costs are your responsibility.
2. *Guests:* You are responsible for the conduct of your guests and ensuring that they do not act in a manner that unreasonably disturbs the peace.
3. *Maintenance and Repairs:* Keep your unit clean, sanitary, and operational including all equipment, appliances, and furnishings. You are responsible for damages caused by your or your guests' actions or failure to act, and repair of these damages will be charged to you. If you use the provided fire extinguishers for anything other than their intended purpose or if your unit's extinguisher is missing, this will also be charged to you. You are responsible for keeping the plumbing lines clear unless a problem is the result of a malfunction or defect of the plumbing equipment.

4. **Safety Checks:** You are responsible for checking all locks upon move in and immediately reporting faulty locks to MiddleTown so that prompt repairs can be made, although safety cannot be guaranteed by MiddleTown. You may not replace or install locks without permission from MiddleTown. Every six months, you should check that your smoke detectors are in operational condition and immediately report any malfunctions. You are responsible for maintaining the batteries and may not remove batteries entirely. It is MiddleTown's responsibility to ensure that smoke detectors are operational upon the start date of your lease. MiddleTown will also test fire extinguishers at the beginning and end of each lease term, if applicable.
5. **Pest Control:** You are responsible (including financially) for the treatment and extermination of pests such as fleas, ticks, ants, spiders, rodents, and bed bugs. If you do not follow protocol for the removal for bed bugs and they remain in your unit, this may be grounds for terminating your lease. If you have a pet, you will be charged a \$195 Pest Treatment Fee upon move out.
6. **Balcony, Patio, and Outdoor Safety:** Do not hang clothing, laundry, rugs, signs, or other articles from the balcony, on the patio, or over apartment doors. Only furniture designed for patio use is permitted on patios and balconies. Overstuffed furnishings are not permitted. Do not drop or throw anything off the balcony. Do not drive nails in any wooden doors or trim; if you damage an exterior door, it will be your financial responsibility to repair. Local Fire Code 136 prohibits grills on balconies. Exterior holiday lights and decorations should be promptly removed after the holiday. You may not access the roof, attic, or basement areas of your property unless otherwise noted, such as if the laundry facilities are located in the basement of your building, in which case they may be accessed only for their intended purpose.
7. **Resident Responsibility for Private Outdoor Areas:** Residents are responsible for the upkeep of all private outdoor spaces attached to their unit. This includes, but is not limited to:
  - Fenced-in patios
  - Enclosed yards
  - Any other outdoor areas not accessible to other residents or staffUpkeep responsibilities include mowing, trimming, weeding, and general landscaping as needed to maintain a neat and safe appearance. If landscaping in these areas is not maintained, management may arrange for service to be completed and charge the cost back to the resident.
8. **Snow Removal:** If you live at a property with less than twelve units, it is your responsibility to remove snow.
9. **Pets:** If you have a pet, you agree to follow the rules outlined in the pet lease. You agree that you will not keep an animal unless you sign a pet lease and submit a health record. If you keep an unauthorized pet, you will be fined \$250 and required to remove the animal from the premises within 24 hours. If you do not do so, MiddleTown may remove the animal and

charge an additional \$250.

10. *Lead-Based Paint Disclosure Form*: You acknowledge that you have received and understood this form as a part of your lease and that you understand that MiddleTown makes no claims regarding the presence of lead-based paint on the premises. It is your responsibility to remain informed about possible health risks. If you have questions, you can call the National Lead Information Center at 1-800-LEAD FYI or the Consumer Products Safety Commission Hotline at 1-800-638-2772. You agree to hold MiddleTown harmless for injury or illness caused by lead-based paint, radon, carbon monoxide, molds, or other noxious fumes that may become present on the premises. MiddleTown agrees to follow all applicable ordinances and laws regarding habitability.

### *Additional House Rules and Information*

The Civil Relief Act Section 534 allows residents engaged in active military service to terminate their lease when they are the only lessee as long as they give a written 30-day notice to their lessor and pay a full monthly rental payment for the month subsequent to the notice of termination. If the military inductee is in a joint lease, only their portion of the security deposit is reimbursable and the lease will remain effective for the other lessee(s).

MiddleTown retains the right to maintain signage at your property. If you remove or take signage, you will be fined \$200 per sign.

Upon the first violation of these house rules, you will be given notice of the violation and fined up to \$100 within 10 days of the notice. If you remain in violation of the rules, a second notice will be sent and you will be fined up to \$250. If, after two notices, you continue to violate the rules, you may be fined an additional \$250 or declared to be in default of your lease at MiddleTown's discretion. **Non-compliance could result in eviction.**

Any failure to enforce these house rules by MiddleTown does not constitute an abandonment of the right to enforce the rules in the event of future violations. Additionally, any acceptance of a partial rent payment is not a waiver by MiddleTown to the right to receive the full rent amount. Withholding rent due to non-repair of maintenance items is not protected by Indiana law. Any notice given by either you or MiddleTown is considered sufficient if sent by mail with postage paid to you at the address of your unit as listed on your lease or to MiddleTown Property Group, LLC. at the address listed on your lease.

MiddleTown may, from time to time, update, modify, or add to these house rules.

### **PARKING PERMITS**

Permits should be displayed on the bottom right side of the windshield (passenger's side). Failure to display your parking permit could result in your vehicle being towed at your expense.

You must park only in designated parking lot for your permit. If your lot is numbered, you must park in the space that has been assigned to you. If the lot is not numbered, you may park in any space your permit authorizes unless otherwise indicated.

If you lose your parking permit, you must come to the office for your location and purchase a new one for \$100. If your vehicle is in someone else's space, it may be towed at your expense. If your lot is full and unauthorized vehicles are present, please call MTPG and we will have the violators removed by a towing service. **DO NOT CALL A TOWING SERVICE YOURSELF.** MTPG provides 24-hour service for this purpose. If your vehicle is towed, please contact the office for your location for tow company information.

Most lots are not equipped to provide additional parking beyond the spots designated for tenants per lease term. Please be mindful of this when having guests visit your apartment. MiddleTown Living and MTPG **do not** provide guest passes for parking lots, and you are not able to purchase extra permits for your residence.

## LOCK OUTS

If you are locked out, you will need to contact the office for your location if it is Monday - Friday between the hours of 10 AM and 6 PM. If it is after 6 PM or on Saturday or Sunday, please call our emergency maintenance line at 765-587-0280. There is a \$175 fee for lock outs.

Residents will incur a \$75 fee to replace keys/change door code if needed.

## MAINTENANCE REQUESTS

### *During Business Hours (Monday - Friday 10 AM - 6 PM)*

During business hours, contact the office for your location or submit your maintenance request online through your AppFolio portal. If you are sent to voicemail, be sure to leave your name, phone number, unit address, and nature of the request. Messages are retrieved on a regular basis. **If your request is of an emergency nature, call 765-587-0280.**

### *After Business Hours (After 6 PM Monday - Fridays, Weekends & Holidays)*

Emergency maintenance requests after business hours should be reported to 765-587-0280. **Do not submit emergency maintenance requests through the online portal.** The following is a list of what classifies as an after-hours emergency requiring immediate action:

1. No heat if the outdoor temperature is below 50°F
2. No air conditioning only if room temperature is above 85°F
3. Fire **(Make sure to call 911 to receive assistance before reporting the fire to MiddleTown Living)**
4. No electricity – Be sure to contact the electric company first to confirm that no payment is due and there are no outages
5. Gas leak (or the smell of gas)
6. Entry door will not open or shut

7. Clogged toilets (must be all toilets if you have more than one) or clogged kitchen sinks
8. No hot water
9. Water leak causing damage – a faucet drip is not an emergency
10. Any situation endangering the health or safety of the resident or others

If the request is for routine services, please leave a detailed message. Requesting service gives MiddleTown Living the authority to enter the premise to complete the repair. MiddleTown will make a reasonable attempt to give a 12-hour prior notice of entry to residents. All service calls will be charged to resident(s) if the required repairs are a result of negligence or misuse. Invoices will be sent to lessee(s) and be payable upon receipt.

## **EMERGENCIES**

In the event of an emergency (fire, flood, natural disaster, etc.), please be careful and smart! Remove yourself from harm's way or evacuate the building. Once you are in a safe location, please call 911, then the MiddleTown Living office for your location.

Remember, items are replaceable but people are not. Please always err on the side of caution if you hear alarms or warnings.

## **LEASE EXPIRATION AND PRELEASING**

Prior to your lease expiration, a MiddleTown representative will reach out to you asking for notification of your desire to renew or vacate the premises for the next lease term. Please respond within the time indicated on the notice. Depending on the property, MiddleTown may contact you as early as the fall prior to your renewal for the next fall. We begin asking our residents at properties located close to campus about renewing their leases in the fall because Ball State begins their application process for living on campus in October. During this time, many underclassmen consider where they would like to live during the following school year and MiddleTown needs to know whether your unit should be listed or not.

If you do not renew your lease, MiddleTown Living will start showing the unit to prospective residents. We will make a reasonable attempt to give a 12-hour prior notice before a showing of your unit. You do not need to be present for the showing, and showings will not be changed or modified to fit your schedule. We typically show units on Monday through Saturday between 10 AM - 6 PM and Sunday from 12 PM - 5 PM unless otherwise notified.

Please remember that if you are looking to move to another location, MiddleTown Living has rentals in the East Central, Northern, and Indianapolis Metro areas. We would be happy to help you relocate to another MiddleTown-managed unit.

## **MOVE-OUT REMINDERS**

Upon moving out, you will need to do the following things:

1. **Utilities:** Call the companies that service the utilities for which you are financially responsible and request that they provide a final reading effective on the date your lease

expires. If applicable, give them an address to send your final bill. It is your responsibility to pay all bills through the lease ending date whether the unit is occupied or not.

2. **Keys and Parking Permits:** Drop these items off at the MiddleTown Living office for your location on or before your move-out date. There is a \$100 charge if all door keys are not returned by 12 PM on the lease termination date and \$35 per key charge if all mailbox keys are not returned. Failure to return all parking permits issued will result in a fee of \$100 per permit. Do not leave keys or permits in the unit upon move out.
3. **Forwarding Address:** Provide your forwarding address prior to vacating the premises. A copy of the itemized inspection report will be mailed to the forwarding address with any balance due or refunds.
4. **After Hours Drop Box:** Place your return items in an envelope labeled with your name, MiddleTown Living address, and forwarding address. We will not know it is yours if it is not labeled.

## CONTACT US

Don't be shy! If you have questions or need assistance, please do not hesitate to contact our attentive staff. If you cannot reach someone, please leave a voicemail or send an email so they can assist you with your request or issue. If you need to escalate an issue, please ask to speak with the Resident Services Manager or your Area Manager.

### *Resident Services Office Hours*

Monday – Friday: 10 AM - 6 PM

1709 N. WALNUT ST., MUNCIE, IN 47303

765-289-7618

You can also visit our website at [liveatmiddletown.com](http://liveatmiddletown.com).