

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Cynthia Wingo,
8249 Tributary Lane
Reynoldsburg, Ohio 43068

Complainant,

v.

Nationwide Energy Partners, LLC,
230 West Street, Suite 150
Columbus, Ohio 43215

and

Crawford Hoying, Ltd.,
c/o John A. Gleason
41 S. High St.
Suites 2800-3200
Columbus, Ohio 43215

and

Crawford Communities, LLC,
c/o John A. Gleason
41 S. High St.
Suites 2800-3200
Columbus, Ohio 43215

and

Knox Energy Cooperative Association, Inc.,
c/o Anthony Desiato
4100 Holiday St. N.W. Suite 201
Canton, OH 44718

Respondents.

Case No. 17-2002-EL-CSS

COMPLAINT

For her Complaint against Nationwide Energy Partners LLC, Crawford Hoying, Ltd., Crawford Communities, LLC, and Knox Energy Cooperative Association, Inc., Complainant Cynthia Wingo alleges and avers as follows:

PARTIES AND JURISDICTION

1. Complainant is a residential tenant at Creekside at Taylor Square apartments in Reynoldsburg, Ohio.
2. Respondent Nationwide Energy Partners, LLC (NEP) is a foreign limited liability company organized under the laws of Delaware.
4. Crawford Hoying, Ltd. (Crawford Hoying) is a domestic limited liability company and, on information and belief, the developer of Creekside at Taylor Square.
5. Crawford Communities, LLC (Crawford Communities) is a domestic limited liability company. Crawford Communities is listed as “Agent for Landlord” on Complainant’s lease for her apartment at Creekside at Taylor Square.
6. Knox Energy Cooperative Association, Inc. (Knox) is a domestic non-profit corporation providing natural gas service to both members and non-members. Complainant is not a member of Knox.
7. This Complaint refers to NEP, Crawford Hoying, Crawford Communities, and Knox, collectively, as the “Respondents.”
8. Each Respondent, individually or in concert with one or more other Respondent(s), is a “reseller” of public utility services as defined in the June 21, 2017 Second Entry on Rehearing, ¶ 4, in Case No. 15-1594-AU-COI. The Public Utilities Commission of Ohio (Commission) has asserted personal and subject matter jurisdiction of such resellers. *See*

Case No. 15-1594-AU-COI, December 7, 2016 Finding and Order ¶ 16 (“[W]e will now apply the *Shroyer Test* not just to landlords, but also to condominium associations, submetering companies, and other similarly situated entities.”); ¶ 17 (“[W]e will apply the *Shroyer Test* regardless of whether that entity considers itself a landlord, condominium association, submetering company, or some other type of business.”).

9. Complainant reserves the right to name additional parties, including subsidiaries, parent companies, other affiliates or agents of Respondents, and other related entities as Respondents.

FACTS

10. Complainant incorporates by reference the allegations of paragraphs 1 through 9 of this Complaint.

11. AEP Ohio’s electric service tariffs specifically limit the resale of electricity to: (i) wholesale transactions with “legitimate electric public utilities” and (ii) landlords, “where the landlord is not operating as a public utility, and the landlord owns the property upon which such resale or redistribution takes place.” Ohio Power Company, PUCO No. 20 ¶ 18.

12. Since at least 2000, NEP has offered direct cash payments, monthly residual payments, services in lieu of payment, and other financial incentives to lure developers and owners of multifamily properties into allowing NEP to install, operate and maintain utility meters and infrastructure at participating developers’ properties, and to individually bill and collect for utility services from residents and tenants.

13. After NEP and the developer agree on how much the developer should be paid, the developer and NEP execute a “commodity coordination service agreement” (CCSA) for the supply of electric, gas, water and/or sewer service.

14. The CCSAs are drafted and prepared by NEP. The CCSAs contain provisions requiring the developer to include language in tenant leases and condominium declarations purporting to give NEP the right to evict tenants, place liens on condominium units, and pursue other recourse against tenants and residents for non-payment of utility bills.

15. The CCSAs are sham agreements intended to mask the true nature of NEP's services and its relationship among the developer, residents, and tenants. To the extent the CCSAs purport to establish an agency relationship between NEP and the developer (which Complainant denies), such agency relationship is not disclosed to tenants or residents.

16. NEP and each of the other Respondents are parties to, or beneficiaries of, one or more CCSAs.

17. NEP maintains that its CCSA counterparties or other related entities are the providers of utility services to residents and tenants, and that NEP merely acts "on behalf of" these counterparties and other entities as their agent. If the Commission finds that NEP has acted or is acting as an agent of any other Respondent, such Respondents, as NEP's principal, are liable for the acts and omissions of NEP.

18. NEP arranges for the supply of public utility services to the property identified in the CCSA by establishing commercial accounts for electric, gas, water and/or sewer service with a "host utility" (a municipal or regulated utility authorized to serve the geographic area). NEP creates the account under the name of the developer, but directs the host utility to send its bills directly to NEP.

19. In some instances, NEP enters contracts with competitive retail electric suppliers (CRES) to procure electricity for the multifamily properties identified in the CCSA. NEP also enters contracts to aggregate the electric loads of multiple properties.

20. Developers that execute CCSAs do not disclose their relationship with NEP, or otherwise disclose to prospective tenants or purchasers that they will receive utility services, or bills for such services, from NEP. Nor do the leases or condominium declarations applicable to properties served by NEP disclose any material terms and conditions of utility services, such as rates, security deposits, late fees, payment methods, or other pertinent information.

21. Tenants and residents of communities served by NEP are not permitted to shop for an electric supplier. Nor are they permitted to enter direct relationships with a host utility.

22. NEP claims to bill residents and tenants at the residential rate charged by the host utility. NEP retains all funds collected from residents and tenants.

23. Even if residents and tenants pay the same delivery and supply rate they would otherwise pay to the host utility (which Complainant denies), NEP does not offer equivalent services. For example, NEP does not provide rebates or energy efficiency measures offered by the host utility; does not offer percentage of income payment (PIPP) or other low-income and emergency assistance programs; does not offer alternatives to cash security deposits; does not offer net metering or “smart” meters; and does not otherwise render service in accordance with the rules, standards, and regulations applicable to the host utility.

24. The costs incurred by host utilities to provide goods and services such as rebates and energy efficiency measures, PIPP and other bill payment assistance programs, and to pay certain taxes levied on public utilities, are reflected in the host utility’s rates. Certain host utility rate structures also include “riders” to recover specific costs and expenses.

25. By charging host utility rates, but not incurring the costs reflected in such rates, NEP earns profits greatly exceeding those of the host utility from whom it purchases and resells public utility services. *See Joint Application for Rehearing of Ohio Power Co., et al., Case No.*

15-1594-AU-COI, at 7 (presenting calculation demonstrating 45% profit margin). Consumers, however, receive fewer benefits than they would if served directly by the host utility.

26. Consumers directly served by the host utility also receive protection from this Commission or other governmental authority. For example, consumers with issues involving AEP Ohio may call the Commission and receive assistance from Commission staff in resolving disputes informally, with the option of filing a formal complaint if necessary. But when consumers call the Commission for assistance in dealing with NEP or another utility reseller, they are routinely told that the Commission is unable to offer assistance or provide a forum for a complaint.

27. In addition to the false equivalency between the rates charged by NEP and the host utilities, NEP's rates for other services greatly exceed those of the host utility. For example, NEP charges \$50 for a meter test, while AEP offers a free meter test every two years. AEP pays interest on security deposits, but NEP does not. AEP does not charge late fees to residential consumers. NEP does, at the rate of 10% of the unpaid balance.

28. NEP's bills to residents and tenants also include "common area" charges, even though NEP does not meter common area usage.

29. NEP calculates "common area" charges by subtracting funds received from tenants and residents from the amounts billed to NEP by the host utility. For example, and by way of illustration only, if the host utility charges NEP \$100,000 for a billing period and NEP collects \$60,000 from residents and tenants, the remaining \$40,000 is allocated and billed to tenants and residents as "common area" usage, either directly on residents' and tenants' bills, or indirectly through a separate bill issued to a homeowner's association (and ultimately paid by residents through homeowner association dues).

30. NEP's method of calculating "common area" charges results in tenants and residents paying more for utility services than they would pay if directly served by the host utility. Electric distribution losses, unaccounted-for water, tenant and resident vacancies, uncollectible expense, and other costs ordinarily incurred by the host utility, and built into the host utility's rates, are shifted from NEP to tenants and residents. Indeed, residents and tenants pay such costs twice: once through the host utility rate structure applied by NEP, and again through common area charges.

31. Some CCSAs also purport to authorize NEP to collect a "facility fee" or similar charge from consumers. This fee recovers the cost of distribution infrastructure installed at the property, and is not disclosed to consumers prior to entering a lease or purchasing a condominium. This fee also represents a double-recovery of costs, or recovery of funds for which there is no underlying cost.

32. Residents and tenants are billed for electric generation service at AEP's standard service offer (SSO) rate, regardless of whether NEP has arranged to supply generation service through a CRES provider. To the extent a CRES provider supplies generation service, but residents and tenants pay a higher rate based on AEP's SSO, residents and tenants pay more to NEP than they would if served directly by the host utility.

33. NEP developed its corporate name to lend legitimacy to its scheme. Nationwide Realty Investors (NRI), an affiliate of Nationwide Mutual Insurance Company, has numerous CCSAs with NEP. The name "Nationwide Energy Partners" suggests an affiliation with "Nationwide Realty Investors" or "Nationwide Insurance." The abbreviation "NEP" closely resembles "AEP." And the word "Partners" suggests to the public that NEP has the sponsorship and approval of host utilities.

34. None of the rates charged by NEP for its services are disclosed in the monthly bills rendered to consumers. Nor does NEP publish rate information on its website (nationwideenergypartners.com) or by other means.

35. NEP routinely and in the ordinary course of business disconnects customers during the months covered by the Commission's Winter Reconnect Order.

36. NEP routinely and in the ordinary course of business sues customers and former customers for nonpayment of utility bills.

37. NEP routinely and in the ordinary course of business transfers outstanding balances from the accounts of former tenants and residents to the accounts of new residents and tenants.

38. NEP routinely and in the ordinary course of business fail to timely process tenant and resident moves, and then pursue collection activities for services rendered after a tenant or resident has left the premises.

39. NEP routinely and in the ordinary course of business seeks to collect outstanding balances from individuals other than its customer of record, in violation of the Equal Credit Opportunity Act, 15 USC 1691 *et seq.* and other applicable law.

40. NEP routinely and in the ordinary course of business furnishes false or erroneous information to credit reporting agencies, in violation of the Fair Credit Reporting Act, 15 USC 1681 *et seq.* and other applicable law.

41. NEP routinely and in the ordinary course of business improperly requests and discloses consumers' personal identifying information, in violation of the Privacy Act of 1974, 5 U.S.C. 552a *et seq.* and other applicable law.

42. The activities among NEP and Respondents constitute a “trust” under the Ohio Valentine Act, R.C. Chapter 1331 and the Sherman Antitrust Act, 15 USC 1 *et seq.* Such trusts are formed for the express purpose of eliminating and restraining competition in the market for retail electric generation service.

43. Respondents NEP and Knox have not sought Commission review or approval of the rates or charges billed to customers, as required by, among other statutes, R.C. 4905.22, R.C. 4905.30, 4905.32, and R.C. 4909.18.

44. NEP does not possess a certificate of public convenience and necessity to provide water service, as required by R.C. 4933.25.

45. NEP does not possess a certificate of public convenience and necessity to provide sewer service, as required by R.C. 4933.25.

46. NEP does not have a certified territory authorizing or requiring it to provide electric service, as required by R.C. 4933.83(A).

47. NEP is not a certified suppliers of competitive retail electric service, as required by R.C. 4928.08(B).

48. Respondents NEP and Knox are not otherwise listed on the rolls of the Commission as public utilities; have not applied to the Commission for exemptions from regulation as public utilities; and do not otherwise comply with any applicable provision of Title 49, Ohio Revised Code.

49. Respondents NEP and Knox have committed the acts alleged herein “knowingly,” as defined in R.C. 4928.01(A)(14).

50. Although not an essential element of any claim alleged herein, Respondents NEP and Knox have manifested an intent to be public utilities by availing themselves of the benefits

of public utilities.

51. Although not an essential element of any claim alleged herein, Respondents NEP and Knox make their services available to the general public.

52. Although not an essential element of any claim alleged herein, the provision of utility services by Respondents NEP and Knox is not ancillary to their primary businesses, respectively.

53. Although not an essential element of any claim alleged herein, but for the unlawful provision of services by NEP and Knox, Complainant could obtain utility services from AEP Ohio, Columbia Gas of Ohio, and other Commission-regulated or governmental utility providers at a total lower annual cost than the cost she currently pays.

54. The Respondents are parties to CCSAs.

55. Complainant moved to an apartment at Creekside in June 2017, pursuant to a lease dated June 5, 2017, with “Crawford Communities, LLC, as duly authorized Management Agent (‘Landlord’).” A copy of the lease is attached as Exhibit A.

56. Complainant’s first bill from NEP is dated June 27, 2017. The bill reflects charges for electric, water, and “community charges.” A copy of this bill is attached as Exhibit B.

57. Complainant also received a bill from Knox for natural gas supply, delivery, and associated taxes, plus a security deposit of \$200. A copy of the bill is attached as Exhibit C.

58. Knox’s terms and conditions of service are set forth in Rules and Regulations Governing the Distribution and Sale of Gas, a copy of which is attached as Exhibit D.

59. Section III, Paragraph 7 of Knox’s Rules and Regulations governs “turning on gas.” This section states: “A renter/tenant owner/member must submit an application card to the

Cooperative and be accepted for owner/membership.”

60. Complainant has neither applied for, nor be accepted as, a member of Knox.

61. Knox has not filed tariffs with the Commission authorizing it to serve consumers who are not members of the cooperative.

62. Knox is not authorized to provide competitive retail natural gas service to consumers who are not members of the cooperative.

**COUNT I: UNLAWFUL PROVISION OF
NONCOMPETITIVE RETAIL ELECTRIC SERVICE**

63. Complainant incorporates by reference the allegations of paragraphs 1 through 62 of this Complaint.

64. NEP’s bills include a line item for “distribution service” and “transmission service.” NEP also supplies or arranges for the supply of metering service, billing and collection service, and ancillary services. Each of the foregoing are “noncompetitive” components of retail electric service under R.C. 4928.01(A)(21) and (B).

65. By “supplying or arranging for the supply of electricity to ultimate consumers in this state, from the point of generation to the point of consumption,” Respondents provide “retail electric service” as defined in 4928.01(A)(27), and are engaged in the business of an “electric light company” as defined in R.C. 4905.03(C), and an “electric distribution utility” and “electric utility” under R.C. 4928.01(A)(6) and (11). As such, each Respondent is a “public utility” as defined in R.C. 4905.02(A).

66. The rates charged by Respondents have not been submitted to, or approved by, the Commission, as required by R.C. 4909.18 and 4905.22.

67. By supplying or arranging for the supply of retail electric service at unapproved and unregulated rates, Respondents are engaged in knowing, continuing violations of R.C. 4905.22 and R.C. 4909.18.

COUNT II: UNLAWFUL PROVISION OF COMPETITIVE RETAIL ELECTRIC SERVICE

68. Complainant incorporates by reference the allegations of paragraphs 1 through 67 of this Complaint.

69. NEP's bills include a line item for "generation service." Generation service is a competitive component of retail electric service under R.C. 4928.03.

70. R.C. 4928.08(B) prohibits the provision of a competitive component of retail electric service without first obtaining certification from the Commission to provide such service.

71. Respondents have neither applied for, nor has the Commission approved, an application for certification to supply a competitive component of retail electric service.

72. By supplying or arranging for the supply of a competitive retail electric service without the required certification, Respondents are engaged in a knowing, continuing violation of R.C. 4928.08(B).

COUNT III: VIOLATION OF CERTIFIED TERRITORY ACT

73. Complainant incorporates by reference the allegations of paragraphs 1 through 72 of this Complaint.

74. AEP Ohio (AEP) is an "electric supplier" as defined in R.C. 4933.81(A). AEP has the exclusive right and obligation to furnish "electric service" to all "electric load centers" within its "certified territory," pursuant to R.C. 4933.81 *et seq.*

75. Creekside is an electric load center located within the geographic boundaries of AEP's certified territory.

76. By supplying or arranging for the supply of retail electric service to Creekside, Respondents are "electric suppliers" as defined in R.C. 4933.81(F).

77. As an "electric supplier" providing "electric service" to an "electric load center" within the "certified territory" of AEP, Respondents are engaged in a knowing, continuing violation of R.C. 4933.83(A).

COUNT IV: UNLAWFUL PROVISION OF WATER SERVICE

78. Complainant incorporates by reference the allegations of paragraphs 1 through 77 of this Complaint.

79. NEP's bills include a line item for water service. Respondents are therefore "engaged in the business of supplying water through pipes or tubing, or in a similar manner, to consumers within this state," and is a "water-works company" as defined in R.C. 4905.03(G) and a public utility under R.C. 4905.02(A).

80. R.C. 4933.25 prohibits a water works company from operating water distribution facilities until it has been issued a certificate of public convenience and necessity (CPCN) by the Commission.

81. By supplying or arranging for the supply of water service without a CPCN, Respondents are engaged in a knowing, continuing violation of R.C. 4933.25.

82. By supplying or arranging for the supply of water service at unapproved and unregulated rates, Respondents are engaged in a knowing, continuing violation of R.C. 4905.22 and R.C. 4909.18.

COUNT V: UNLAWFUL PROVISION OF SEWAGE DISPOSAL SERVICE

83. Complainant incorporates by reference the allegations of paragraphs 1 through 82 of this Complaint.

84. NEP's bills include line items for storm sewer and sanitary sewer services. Respondents are therefore "engaged in the business of sewage disposal services through pipes or tubing, and treatment works, or in a similar manner," and are a "sewage disposal company" as defined in R.C. 4905.03(M) and a public utility under R.C. 4905.02.

85. R.C. 4933.25 prohibits a sewage disposal company from providing sewage disposal services unless it has been issued a CPCN by the Commission.

86. By supplying or arranging for the supply of sewage disposal service without a CPCN, Respondents are engaged in a knowing, continuing violation of R.C. 4933.25.

87. By supplying or arranging for the supply of sewage disposal service at unapproved and unregulated rates, Respondents are engaged in a knowing, continuing violation of R.C. 4905.22 and 4909.18.

COUNT VI: VIOLATION OF MINIMUM SERVICE REQUIREMENTS FOR COMPETITIVE ELECTRIC SERVICES

88. Complainant incorporates by reference the allegations of paragraphs 1 through 87 of this Complaint.

89. For the protection of consumers in this state, the Commission administers and enforces rules establishing minimum service requirements for competitive electric services, codified at Chapter 4901:1-21, Ohio Administrative Code.

90. The services supplied by Respondents violate the standards set forth in Chapter 4901:1-21.

**COUNT VII: VIOLATION OF MINIMUM SERVICE REQUIREMENTS FOR
NONCOMPETITIVE ELECTRIC SERVICES**

91. Complainant incorporates by reference the allegations of paragraphs 1 through 90 of this Complaint.

92. For the protection of consumers in this state, the Commission administers and enforces rules establishing minimum service quality, safety, and reliability requirements for noncompetitive retail electric services. These rules are codified at Chapter 4901:1-10, Ohio Administrative Code.

93. The services supplied by Respondents violate the standards set forth in Chapter 4901:1-10.

**COUNT VIII: VIOLATION OF STANDARDS APPLICABLE TO THE
ESTABLISHMENT AND TERMINATION OF SERVICE**

94. Complainant incorporates by reference the allegations of paragraphs 1 through 93 of this Complaint.

95. For the protection of consumers in this state, the Commission administers and enforces rules for the establishment of credit for residential utility service. *See* Chapter 4901:1-17, Ohio Administrative Code.

96. For the protection of consumers in this state, the Commission administers and enforces for the termination of residential utility service. *See* Chapter 4901:1-18, Ohio Administrative Code.

97. The services supplied by Respondents violate the standards set forth in Chapters 4901:1-17 and 4901:1-18.

COUNT IX: UNFAIR, MISLEADING, DECEPTIVE AND UNCONSCIONABLE PRACTICES

98. Complainant incorporates by reference the allegations of paragraphs 1 through 97 of this Complaint.

99. Rule 4901:1-21-05(C), Ohio Administrative Code, provides: “No CRES provider may engage in marketing, solicitation, or sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a CRES.”

100. In addition to the acts, practices and violations alleged herein, Respondents have represented to Complainant specifically, and the public generally, that its rates and charges are the same as, or nearly equivalent to, the rates and charges of the local “host” utility. Such representations are unfair, misleading, deceptive, and unconscionable.

101. The very act of attempting to replicate AEP’s rate structure and billing method results in NEP customers paying charges for which they receive no corresponding benefit. For example, NEP customers such as Complainant pay charges associated with AEP’s Universal Service Fund, but are unable to avail themselves of the benefit provided by the Universal Service Fund program. The same can be said for riders (as well as base charges) associated with energy efficiency and rebate programs, weatherization, low income assistance, alternative energy programs, and all other AEP charges. NEP customers are charged for *all* the programs AEP provides or facilitates, but receive *none* of the benefits.

102. Respondents’ attempt to compare (and justify) its rates and charges to those of AEP, a Commission-regulated public utility, also has the effect of misleading customers into believing that Respondents adhere to Commission regulations. They do not.

103. Respondents’ method of calculating and charging common area expenses, facilities fees, and related charges is unfair, misleading, deceptive, and unconscionable.

COUNT X: VIOLATIONS BY KNOX

104. Complainant incorporates by reference the allegations of paragraphs 1 through 103 of this Complaint.

105. By engaging in the business of supplying natural gas to consumers within this state who are not members of the cooperative, Knox is “a natural gas company” under R.C. 4905.03(E) and 4929.01(G), and a “public utility” under R.C. 4905.02(A).

106. By furnishing retail natural gas service that may be competitively offered to consumers who are not members of the cooperative, Knox furnishes a “competitive retail natural gas service” under R.C. 4929.01(J), “commodity sales service” under R.C. 4929.01(C), “retail natural gas service” under R.C. 4929.01(M), and is a “retail natural gas supplier” under R.C. 4929.01(N).

107. Knox does not adhere to, and has violated, the Commission’s certification requirements promulgated under Chapter 4901:1-27, O.A.C.

108. Knox does not adhere to, and has violated, the Commission’s reporting requirements promulgated under Chapter 4901:1-30, O.A.C.

109. Knox does not adhere to, and has violated, the Commission’s service requirements promulgated under Chapters 4901:1-13 and 4901-1-29, O.A.C.

COUNT XI: PERSISTENT PRACTICE OR PATTERN OF VIOLATIVE CONDUCT

110. Complainant incorporates by reference the allegations of paragraphs 1 through 109 of this Complaint.

111. In addition to the violations alleged in Counts I through X herein, Respondents have been continuously engaged in a persistent practice or pattern of conduct in violation of Title

49, Ohio Revised Code. These violations include, but are not limited to, those listed in the following paragraphs.

112. Respondents have failed to “print and file with the Commission schedules showing all rates, joint rates, rentals, tolls, classifications, and charges for service of every kind furnished by it,” in violation of R.C. 4905.30.

113. Respondents’ actions subject customers to “undue or unreasonable prejudice or disadvantage,” in violation of R.C. 4905.35.

114. Respondents have failed to pay assessments owed to the Commission, in violation of R.C. 4905.10.

115. Respondents have failed to abide by the Uniform System of Accounts, in violation of R.C. 4905.48.

116. Respondents have failed to file annual reports, in violation of R.C. 4905.14.

117. Respondents have has issued stocks, bonds and notes without Commission approval, in violation of R.C. 4905.40.

118. Respondents have engaged in unapproved transactions with other public utilities, in violation of R.C.4905.48.

119. Respondents have failed to offer energy conservation programs, in violation of R.C. 4905.70.

120. Respondents have failed to develop or offer net metering, in violation of R.C. 4928.67.

121. Respondents have failed develop or offer energy efficiency programs, in violation of R.C. 4928.66.

122. Respondents have failed to provide electricity from alternative energy resources, in violation of R.C. 4928.64.

123. Respondents have failed to remit excise tax and kilowatt-hour tax, in violation of R.C. 4909.161.

PRAYER FOR RELIEF

Complainant respectfully requests that the Commission issue an Order finding and directing that:

a. The Complaint states reasonable grounds and should be scheduled for hearing, as required by R.C. 4905.26 and R.C. 4909.18;

b. Respondents, individually or in concert with other Respondents, are knowingly engaged in the business of a public utility, and conducting such business in a manner contrary to law;

c. Respondents, individually or in concert with other Respondents, are knowingly engaged in the business of supplying a competitive retail electric service, and conducting such business in a manner contrary to law;

d. The rates, charges, and other sums exacted by Respondents are unjust, unreasonable, unfair, discriminatory, and in violation of law;

e. The services rendered by Respondents are unjust, unreasonable, unfair, discriminatory, and in violation of law;

f. The books and records of Respondents should be examined and audited to determine the profits derived from their unlawful provision of service, and disgorged of such excess and unlawful profits;

g. Respondents are subject to penalties and forfeitures, in amounts determined and

assessed in accordance with Title 49, Ohio Revised Code;

h. Complainant is entitled to an award of damages, as authorized by R.C. 4928.16(B), and subject to trebling under R.C. 4905.61;

i. Any contracts entered into by Respondents in furtherance of their unlawful provision of service be rescinded, in accordance with R.C. 4928.16(B);

k. The public utility service currently rendered to Creekside at Taylor Square is inadequate, inefficient, improper, insufficient, and should be substituted, in accordance with R.C. 4905.37.

l. Respondents are authorized and directed to abandon service to Creekside, in accordance with R.C. 4905.20, subject to identification of a substitute utility service provider;

m. The Attorney General is authorized and directed to commence such civil actions as are necessary to effectuate the relief requested herein, including, without limitation, an action directing Respondents to show cause why they should not be permanently enjoined from the further provision of services subject to Commission supervision and regulation; and

n. Such other and further relief as authorized by law.

Dated: September 19, 2017

Respectfully submitted,

s/ Mark A. Whitt

Mark A. Whitt

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Rebekah Glover

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(All counsel are willing to accept
service by email)

INSTRUCTIONS FOR SERVICE

TO THE DOCKETING DIVISION:

Please serve the Complaint to the following:

Nationwide Energy Partners, LLC
c/o West Street Statutory Agent Corporation
230 West Street, Suite 375
Columbus, Ohio 43215

Crawford Hoying, Ltd.
c/o John A. Gleason
41 S. High St.
Suites 2800-3200
Columbus, Ohio 43215

Crawford Communities, LLC
c/o John A. Gleason
41 S. High St.
Suites 2800-3200
Columbus, Ohio 43215

Knox Energy Cooperative Association, Inc.
c/o Anthony Desiato
4100 Holiday St. N.W. Suite 201
Canton, OH 44718

s/ Mark A. Whitt



LEASE AGREEMENT

This Lease Agreement (the "Lease") is made this 5th day of June, 2017 by and between Crawford Communities, LLC, as duly authorized Management Agent ("Landlord") and the Resident(s) identified below in Article II (hereinafter referred to, jointly and severally, as "Resident").

SUMMARY OF LEASE

ARTICLE I. PREMISES LEASED: 8249 Tributary Lane
Reynoldsburg, Ohio 43068

GARAGE:
CARPORT:

ARTICLE II. RESIDENT(S): *Name:* Cynthia Wingo *Date of Birth:* 7/4/1976

ARTICLE III. OCCUPANTS: *Name:* *Date of Birth:*
 (In Addition to Resident(s)) 1. _____
 2. _____
 3. _____
 4. _____

ARTICLE IV. LEASE TERM:

Commencement Date: 06/5/2017

End of Lease Date: 09/1/2018

No. of Months: 15

Note: The Lease will automatically renew on a month-to-month basis unless written notice of termination is received at least sixty (60) days prior to the End of Lease Date or any renewal term. See Section 20.

EXHIBIT A

ARTICLE V. RENTAL FEE TERMS:

Monthly Market Rent:	\$763.00
Monthly Garage Rent:	\$00
Monthly Pet Rent:	\$00
Short Term Fee:	\$00
Cable TV Fee:	\$00
Alarm Fee:	\$16.00
Trash Fee:	\$15.00
Water/Sewage Fees:	\$00
Other Fees:	\$00
Monthly Concessions:	- \$39.00
TOTAL MONTHLY FEE:	\$755.00

Description of Concessions, if any:

5% Teacher Discount for 15 Month Lease TermTotal Amount of Concessions: \$39.00

Note: In the event Resident breaches and/or terminates this Lease prior to the End of the Lease Date, Resident shall be responsible for repayment of all concessions.

ARTICLE VI. ADMINISTRATIVE FEE: \$150.00

Resident agrees to pay the administrative fee set forth above prior to the initial Lease signing, which fee shall be NON-REFUNDABLE and will be retained by Landlord upon termination of this Lease. The administrative fee is a reasonable estimate of the administrative costs incurred by Landlord in connection with Resident's use of the Premises, including but not limited to the cost of processing lease and other documents. The administrative fee will not be charged again should both parties agree to renew this Lease.

ARTICLE VII. SECURITY DEPOSIT: \$0.00**ARTICLE VIII. UTILITIES:** Resident shall pay for the following utilities:

- ☒ Electricity/Gas
- ☒ Water/Sewage
- ☒ Cable TV
- ☒ Telephone
- ☐ Other: _____

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ARTICLE IX. PRO-RATED AMOUNT:\$654.33

(Pro-rated rent from the Commencement Date to the first of the following month.)

EXHIBIT A

GENERAL LEASE TERMS

Section 1. PREMISES LEASED. Landlord, in consideration of the rent to be paid and covenants and agreements to be performed by Resident, does hereby lease the premises described in Article I, for use as a private residence only (hereinafter referred to as the "Premises"). Landlord, where not required by law, may discontinue any facilities, amenities, gratuities or such services rendered by Landlord and furnished to several residents on a common basis, not expressly covenanted for herein; it being understood that they constitute no part of the consideration for this Lease.

Section 2. LEASE TERM. The term of the Lease begins on the Commencement Date set forth in Article IV and ends on the End of Lease Date set forth in Article IV. This Lease will automatically renew on a month-to-month basis unless Resident gives at least sixty (60) days written notice of termination or intent to move-out as required by Section 20. Landlord may terminate this Lease by giving Resident at least thirty (30) days' notice of termination.

Section 3. PAYMENT. Resident agrees to pay, without demand, the total monthly amounts set forth in Article V. Such amounts shall be paid in advance of the first day of each month during the term of this Lease. All payments are to be made payable to the Community Name and shall be made at the Clubhouse or on-site Manager's office. Office hours are 10:00 am to 6:00 pm Monday through Friday. If the office hours are inconvenient to your schedule, you may deposit the payment in the drop box near the Clubhouse door. In the event that Resident shall occupy said Premises on a date other than the first day of a month, the pro-rated amount, as set forth in Article IX, shall be payable in advance of occupancy.

Rent is due on or before the first day of each month (the "Due Date"). Partial payments will not be accepted.

Section 4. LATE PAYMENT. In the event Resident fails to pay current monthly rental amounts due on or before the close of business on the third (3rd) day of the month, a \$50.00 late fee will be assessed and Landlord may serve a three (3) day notice. Personal checks will not be accepted after the third (3rd) day of the month. If rent is not paid by the ninth (9th) of the month an additional \$100 late fee will be assessed. (A total of up to \$150 in late fees can be incurred.) If Resident does not pay all amounts due by the tenth (10th) of the month, eviction procedures may commence. Resident acknowledges that Landlord is an Ohio limited liability company and must be represented by an attorney in eviction procedures. Equity situations may not be considered unless Resident reimburses Landlord for all rent, late fees, charges, fees, expenses and attorney fees incurred by Landlord as a result of Resident's breach. (Eviction settlement fee is \$265.00). Landlord reserves the exclusive right to refuse any and all late payments.

Section 5. FORM OF PAYMENT. All payments are to be made by check, cashier's check, money order or other such method as approved by Landlord. One check must be presented for the entire monthly obligations under this Lease, unless otherwise approved, in writing, by the Community Manager. Any check not honored when presented for payment shall be deemed a non-sufficient funds ("NSF") check, and if returned, must be replaced by payment in the form of a money order or cashier's check, along with an NSF fee of \$25.00, plus any late fees. Landlord may, at any time, require that all rent and other sums be paid by either certified or cashier's check, money order, or one monthly check rather than multiple checks. Cash shall not be accepted without Landlord's prior written consent. All funds received shall be applied to: dishonored check charges, late charges, damages charges, delinquent rent and current rent, in that order.

Resident further agrees that acceptance and/or refusal by Landlord of the rent payment after the Due Date shall in no manner constitute a waiver of Landlord's rights in the event Resident fails to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which Resident is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by Landlord, and the necessity of demand for the rent by Landlord when the rent overdue, is hereby waived.

Section 6. OCCUPANTS. Resident agrees that only Resident and those persons listed in Article III shall occupy the Premises.

EXHIBIT A

No one else may occupy the Premises. Persons not listed above must not stay in the Premises for more than three (3) consecutive days without Landlord's prior written consent, and no more than six (6) days during any one (1) month.

Section 7. SECURITY DEPOSIT. Resident agrees to deposit with Landlord the sum as set forth in Article VII as a security deposit for Resident's faithful performance under this Lease and by law. Resident agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent, including rent for the last month of occupancy. At the expiration of this Lease or hold-over tenancy, Landlord may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by Resident, Resident's occupants, guests, family or invitees. Also, abandoning or vacating the Premises by Resident before the end of the term shall result in Landlord deducting damages it has incurred from the security deposit. In the event there is more than one Resident, each shall be jointly and severally responsible for all losses incurred by Landlord occasioned by the tenancy.

Upon vacating the Premises, Resident agrees to provide Landlord, in writing, a forwarding address. This provision does not waive the rights of Landlord to seek damages in excess of the security deposit. Resident agrees to reimburse Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

Resident agrees to and consents to the final payment for water and sewer usage being deducted from the security deposit.

Section 8. CONDITION OF PREMISES AND ALTERATIONS. Resident accepts the Premises AS IS, except for conditions materially affecting health or safety of ordinary persons. Except as otherwise indicated on the inventory and condition form described below, Landlord makes no implied warranties. Landlord shall provide an inventory and condition form to Resident on or before move-in. Within forty-eight (48) hours after move-in the Property Manager or designated agent will conduct a walkthrough of the Premises with Resident. Resident shall note all defects or damages on the form and return it immediately to Landlord; otherwise, the Premises shall be presumed to be in clean, safe and good working condition. Resident shall use customary diligence in care of the Premises and common areas. Whenever damage is caused by Resident, Resident's occupants, guests, family or invitees, due to carelessness, misuse, neglect or failure to notify Landlord of any need for repairs, Resident agrees to pay: (1) the cost of all repairs within thirty (30) days after receipt of Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes or other alterations to the Premises, except as authorized by Landlord in writing. No holes or stickers are allowed inside or outside the Premises; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennae, additional phone or cable TV outlets, alarm systems, lock changes, additions, or rekeying shall be permitted, except with Landlord's prior written consent. Resident shall not disable, disconnect, alter or remove Landlord's property, including, but not limited to, security devices, alarm systems, smoke detectors, appliances, furniture or screens. When Resident moves in, Landlord shall furnish light bulbs for fixtures; thereafter, light bulbs of the same wattage shall be replaced at Resident's expense. When moving out, Resident shall surrender the Premises in the same condition as when received, reasonable wear and tear excepted. Resident agrees to use only white or cream-colored backed window coverings during the term of Resident's Lease or where applicable, leave those furnished by Landlord in the windows.

Landlord is not required to rebuild or restore the Premises if said Premises becomes uninhabitable by reason of fire or other casualty caused by the negligence of Resident, Resident's occupants, guests, family members, invitees or any other party. Failure to deliver possession of the Premises at the time herein agreed upon shall not subject Landlord to liability for damages beyond the amount of the deposit received from Resident.

Section 9. UTILITIES. Resident shall immediately place all required utilities in Resident's name with the appropriate utility company. Resident shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. If the Premises is sub metered, Landlord shall attach an Addendum to the Lease in compliance with any necessary public authority. Resident agrees to reimburse Landlord for any utility bills paid by Landlord during Resident's responsibility under the Lease. Utilities shall be used only for normal household purposes and not wasted. Failure to pay utilities or

EXHIBIT A

properly place utilities into Resident's name, or disconnection of the electric, gas or water service due to non-payment by Resident for more than five (5) days, shall be considered material non-compliance under this Lease.

Section 10. PETS. No pets and/or other animals may be brought onto any part of the Premises at any time (including visiting pets) except at the express written consent of Landlord as contained in a separate Pet Addendum, made a part of this Lease, and all applicable fees and charges are paid. This policy is at the sole discretion of Landlord. In the event that any unauthorized animals are found in or on the Premises, an immediate eviction notice may be served at which time Resident will have three (3) days to permanently remove the animal from the Premises. If an animal has been on the Premises at any time during Resident's term of occupancy (with or without Landlord's consent), charges may be made for defleaing, deodorizing, shampooing, and/or any damages occasioned by the animal. **CRAWFORD HOYING PROHIBITS THE FOLLOWING DOG BREEDS (FULL-BLOODED OR MIXED IN ANY PERCENTAGE): AKITA, AMERICAN STAFFORDSHIRE TERRIER, AMERICAN PIT BULL TERRIER, STAFFORDSHIRE BULL TERRIER, BULL TERRIER, PIT BULL, CHOW, DOBERMAN, HUSKY, PRESA CANARIO, ROTTWEILER, WOLF HYBRID.**

CRAWFORD HOYING ALSO PROHIBITS THE FOLLOWING PETS: VICIOUS AGGRESSIVE ANIMALS, NON-DOMESTICATED ANIMALS OR EXOTIC ANIMALS (EX. SNAKES, RABBITS, POT BELLY PIGS, FERRETS, MONKEYS, ETC.).

Resident acknowledges and consents that any pet fee that may be assessed by Landlord is for the privilege of having a pet and is not in any way an additional deposit pursuant to Ohio Revised Code § 5321.16.

~~**Section 11. PROHIBITED CONDUCT.** Resident and Resident's occupants, guests, family or invitees~~ may not engage in the following activities: unlawful activity; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the apartment community; disrupting Landlord's business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a weapon in the apartment community, including a firearm, slingshot, bow, air gun, bb gun, etc.; displaying or possessing a gun, knife, or other weapon in any common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials onto the apartment community; injuring Landlord's reputation by making bad faith allegations against Landlord to others; or engaging in any other activity that negatively affects the apartment community.

Section 12. INSURANCE. Resident will be responsible for insuring the entire Resident's personal property within the Premises. Therefore, it is required that Resident purchase a renter's insurance or similar policy. Resident hereby releases Landlord of all risk that can be insured thereunder.

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Section 13. USE AND ASSIGNMENT/SUBLETTING. Resident agrees that: (a) the Premises shall be used only as a dwelling unit and for no other purpose; (b) the Premises or any part thereof shall not be sublet or assigned; and (c) the number or name of occupants shall not be increased or changed without prior written consent of Landlord.

No person shall be released from the covenants of this Lease without first obtaining the written agreement of the other Residents and/or co-signers set forth herein and written approval of changes from Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to this Lease before changes are valid.

Section 14. RESIDENT'S DUTIES. Resident shall:

- A. Keep the Premises safe and sanitary;
- B. Dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner approved by Landlord;

EXHIBIT A

- C. Keep all plumbing fixtures in the Premises clean and operable;
- D. Use and operate all electrical and plumbing fixtures properly;
- E. Comply with all applicable state and local housing, health and safety codes;
- F. Personally refrain, and forbid any other person who is on the Premises with Resident's permission, from intentionally or negligently destroying, defacing or damaging the Premises or the apartment community, or removing any fixture, appliance or other property from the Premises or the apartment community that does not belong to Resident.
- G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher or other appliances supplied by Landlord;
- H. Promptly notify Landlord of the need for repairs;
- I. Conduct himself/herself, and require other persons on the Premises with Resident's consent to conduct themselves, in a manner that will not disturb any neighbor's "peaceful enjoyment" of the Premises;
- J. Not unreasonably withhold consent for Landlord or its agents to enter the Premises;
- K. Conduct himself/herself, and require other persons on the Premises with his/her consent to conduct themselves, so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any Section in either of those Chapters, which relate to controlled substances;
- L. Regularly test all smoke detectors, supply power thereto (battery or electric current as required) and notify Landlord in writing of any mechanical failure, need for repair or replacement. Resident shall not disable or disconnect any smoke detectors.
- M. Not use in a wasteful, unreasonable or hazardous manner any utility furnished by Landlord;
- N. Keep all grills away from the siding. All grills must be covered with black covers only. Any damage to siding, grass or other exterior area shall be charged to Resident. No grills are to be stored outside in a garden-style apartment; and
- O. Comply with the Community Policies and Procedures (the "Community Policies"), which are incorporated herein by reference.

Section 15. WHEN LANDLORD MAY ENTER. Landlord or Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided Resident or Resident's occupants, guests, family or invitees are present. If no one is in the Premises and request has been made for repair by Resident, Landlord or Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If Landlord requests entry, a written notice shall be given to Resident twenty-four (24) hours prior to entry. Landlord reserves the right to enter the Premises without notice in case of emergency. Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, security devices, or alarm systems; removing or rekeying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant;

EXHIBIT A

showing apartment to prospective Residents (after vacating notice has been given) or insurance agents; or other valid business purposes.

Section 16. NON-LIABILITY. Resident acknowledges that any security measures provided by Landlord shall not be treated by Resident as a guarantee against crime or a reduction in the risk of crime. Landlord shall not be liable to Resident, Resident's occupants, guests, family or invitees for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable to Resident, Resident's occupants, guests, family or invitees for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions and interruption of utilities, unless caused by Landlord's negligence. Landlord has no duty to remove ice, sleet, or snow; but Landlord may do so in whole or in part, with or without notice. If Landlord's employees are requested to render services not contemplated in the Lease, Resident shall hold Landlord harmless from all liability for same.

Section 17. LEASE COMPLIANCE. Landlord, at all times, maintains the right to require compliance with all covenants, terms and conditions of the Lease and the Community Policies, notwithstanding the fact that Landlord refrains from so doing at any time. Waiver at any time of any breach or condition of this Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of this Lease. The Community Policies were designed with all residents' safety and comfort in mind. The Community Policies may be modified at any time by Landlord. Violation of these Community Policies is a breach of the Lease. Please read the Community Policies.

Section 18. ABANDONMENT OF PROPERTY. Landlord or law officers may remove all property remaining in the Premises or in common areas (including any vehicles Resident, Resident's occupants, guests, family or invitees own or use) if Resident is judicially evicted or if Resident abandons the Premises.

Resident shall be deemed to have abandoned the Premises when: (1) the move-out date has passed and no one is living in the Premises according to Landlord's reasonable judgment; (2) Resident turned in keys and/or pass cards or provided Landlord with a written forwarding address or new address; (3) everyone appears to have moved out of the Premises according to Landlord's reasonable judgment; (4) clothes, furniture and personal belongings have been substantially removed according to Landlord's reasonable judgment; and/or (5) Resident has not responded for two (2) days to a notice left on the inside of the main entry door, stating that Landlord considers the Premises abandoned.

Surrender, abandonment and/or judicial eviction end Resident's right of possession for all purposes and give Landlord the immediate right to: (1) clean up, make repairs in, and re-let the Premises; (2) determine any security deposit deductions; and/or (3) remove property left in the Premises. Under Ohio Law, if a resident abandons the Premises or is evicted during the term of a lease, resident's liability to pay rent continues until the expiration of the Lease term or until the Premises are re-let.

Section 19. NOTICES. Any notice to be given by Landlord to Resident, including any notice pursuant to Ohio Revised Code § 1923.04 (3-day notice) shall be deemed properly served by any of the following methods: (1) delivering personally; (2) affixing notice to Resident's door; and (3) Resident consenting to Landlord, after attempts made to deliver notice personally and after knocking on Resident's door, to open Resident's door and place said notice inside the Premises.

Section 20. MOVE-OUT NOTICE AND RENEWAL. Unless another lease or Renewal Addendum is signed by the parties hereto, or unless written notice of termination is given by one party to the other as set forth in Section 2, this Lease shall be automatically renewed on a month-to-month basis.

At the expiration of the original term of the Lease, Landlord may adjust the rental amount to the current market. Landlord agrees to provide Resident in writing, any such adjusted rental amount thirty (30) days prior to the adjusted rate. The adjusted rental rate will become effective the first day of the month following the end of the original Lease term or renewal term. In addition, Resident acknowledges that Landlord may charge Resident a monthly "month-to-month" fee if Resident elects to continue residency beyond the expiration date of this Lease or the expiration of a subsequent renewal of this Lease. Landlord agrees to provide Resident the amount of the "month-to-month" fee, at least thirty (30) days prior to the addition of the "month-to-month" fee.

EXHIBIT A

Section 21. DEFAULT BY RESIDENT. In the event Resident is in default of any of the terms or obligations of this Lease, violates and/or fails to comply with any of the covenants, terms or conditions of this Lease or any Community Policies herein or hereafter adopted by Landlord, said default shall constitute grounds for termination of this Lease and/or eviction by Landlord. It is expressly understood and agreed that Resident shall be and remain liable for any deficiency in rent until the Lease expires or until such time the Premises is leased by another acceptable resident. Resident shall also be and remain liable for: any expenses incidental to re-letting; cleaning costs beyond normal wear and tear; trash removal costs; painting costs, utilities; or any other damages and costs which Landlord has sustained by virtue of Resident's use and occupancy of the Premises or default under this Lease. Providing any false information on the Rental Application shall also constitute default under the terms of this Lease and, in such event, Landlord may terminate the tenancy and evict Resident at Landlord's sole and absolute discretion.

Section 22. EARLY LEASE TERMINATION. Landlord understands that circumstances may arise in the future that may cause Resident to request termination of this Lease prior to the End of Lease Date. Resident may terminate this Lease prior to the End of Lease Date by doing each of the following: (a) providing thirty (30) days written notice to Landlord; (b) reimbursing Landlord for all rental concessions; (c) paying a \$1,500.00 early termination fee; (d) forfeiting the security deposit; and (e) executing an Early Termination Agreement.

Section 23. SUBORDINATION. Resident acknowledges and agrees that this Lease is and shall be subject and subordinate to the lien of any mortgage or deed of trust on the property of which these Premises form a part, but that, at the election of any lender holding such mortgage or deed of trust, this Lease may be made prior to the lien of such mortgage or deed of trust, and once Resident has received written notice identifying the name and address of any such lender, Resident agrees to notify such lender by certified mail, return receipt requested, with postage prepaid, of any default on the part of Landlord under this Lease.

Section 24. SEVERABILITY. If any portion of this Lease is found to be void, unenforceable, or against public policy, the remaining portions of this Lease shall not be affected.

Section 25. BINDING EFFECT. This Lease is binding on Landlord and Resident, jointly and severally, and on their respective heirs, successors, executors and administrators. The Consumer Sales Practices Act does not apply to the Lease.

Section 26. ORAL REPRESENTATIONS. No representations, orally or written, not contained herein or attached hereto, shall bind either party. Landlord or Landlord's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate this Lease, or any part of it, and do not have authority to make promises, representations or agreements which impose duties of security or other obligations on Landlord or Landlord's agents unless done in writing.

Section 27. OFAC. Resident is not and will not become a person with whom Landlord is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury of the United States of America (including, those persons named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or otherwise be associated with such persons. In addition, Resident hereby agrees to provide Landlord with any additional information that Landlord deems necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities.

Section 28. Other Provisions. The following Addenda and other provisions are incorporated herein by reference and Resident acknowledges receipt of same.

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It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. **BLOCKBUSTING IS ILLEGAL.**

CAUTION TO ALL PARTIES: THIS LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING THIS LEASE.

Crawford Communities, LLC/Agent for Landlord:

Resident(s):

By: Came Hawthorne
Printed Name: Came Hawthorne

Cynthia Wingo
Resident Signature
Printed Name: Cynthia Wingo
Date of Birth: 1-7-4-76
E-Mail Address: C.Wingo@comcast.com
Contact Number: * 614-441-9646

Address:

2422 Banks Edge Way
Reynoldsburg, Ohio 43068
Phone Number: 614-860-8484

Resident Signature
Printed Name: _____
Date of Birth: _____
E-Mail Address: _____
Contact Number: * _____

Resident Signature
Printed Name: _____
Date of Birth: _____
E-Mail Address: _____
Contact Number: * _____

Resident Signature
Printed Name: _____
Date of Birth: _____
E-Mail Address: _____
Contact Number: * _____

* Resident agrees to provide a phone number to Landlord within three (3) business days after receiving a new phone number.



CRAWFORD COMMUNITIES

COMMUNITY POLICIES AND PROCEDURES

Apartment Community: Creskide at Taylor Square (the "Property")
Address of Leased Premises: 8249 Tributary Lane (the "Premises")

Please read these Community Policies and Procedures (the "Community Policies") carefully. The Community Policies were designed with all residents' safety and comfort in mind, and are a legally enforceable part of your Lease Agreement (the "Lease"). The Community Policies may be modified at any time by Crawford Communities, as duly authorized Management Agent of the Owner (collectively "Landlord"). Keep these Community Policies handy for easy reference.

1. **Rent.** All rent is due and payable on the first (1st) day of each month. Late fees and NSF fees will be strictly enforced pursuant to the Lease. Landlord does not accept partial rent payments and does not accept cash payments. All payments must be made in full on the due dates in the form of a check or money order. Please make sure that your full name and apartment address are on all checks and money orders. Some communities may accept credit card and/or ACH payments--please inquire at the leasing office for further information.

2. **Parking.** There are a limited number of parking spaces available. Residents must park in designated areas only. Guests must park in designated guest parking areas only. Vehicles must be parked within the designated parking lines. If the Property requires a parking permit, Resident agrees to follow any and all parking restrictions issued in association with that permit. Parking on the Property is strictly limited to private passenger vehicles. All signs posted with parking restrictions must be followed. Resident shall not: park on any lawn, grassy area or sidewalk, along roadways, in fire lanes, in front of fire hydrants or in any area designated a "No Parking" area; block ingress and egress of another vehicle; park in front of or beside yellow marked curbs; or block trash dumpsters, garages and/or carports. Resident may not park any vehicle on the Property after termination of the Lease or after eviction or abandonment.

Motorcycles must be properly parked in parking spaces with the use of a small block or other protective device under the kickstand to prevent the kickstand from boring holes into the asphalt. The parking of motorcycles must be in compliance with all parking restrictions, including no parking on sidewalks, grassy areas, breezeways, patios, etc.

Resident understands that parking rules and regulations are necessary and hereby grants Landlord the undisputed right, in Landlord's reasonable judgment, to tow and/or remove any vehicle in violation of parking restrictions. Any vehicle which Landlord deems necessary to tow and/or remove will be at owner's expense. Resident hereby releases Landlord of any and all liability for the necessitated towing and/or removal of a vehicle.

3. **Vehicles.** All vehicles on the Property must be: fully operable; in a good state of repair with no fluid leaks; and properly licensed and insured. Vehicles on the Property may not be painted or decorated with graffiti, numbers or other non-factory markings, excepting only neat and orderly trade identification for light commercial vehicles. Semi trucks and trailers, dump trucks, or any other type of heavy commercial vehicle may not

EXHIBIT A

be parked on the Property without the prior written consent of Landlord. Vehicle repairs of any kind are not permitted on the Property. Vehicles not in conformance with these policies will be towed at Resident's expense.

Mini bikes, trail bikes, motor scooters, go carts, or any other similar form of motorized vehicle shall not be operated on the Property at any time.

Resident shall not store any vehicle, boat, trailer, or other vehicle on the Property without the prior written consent of Landlord.

Cars and other vehicles may not be washed on the Property.

4. **Maintenance.** The Premises has been designed to be as trouble-free as possible, however, if maintenance is required, please contact the leasing office. A request for service will be considered your granting of permission to enter the Premises at will, unless otherwise specifically stated in writing. Emergencies are to be immediately reported. The cost of any damage to the Premises as a result of Resident's neglect to notify Landlord of a problem will be charged directly to Resident and must be paid within the month the work is completed. Our twenty-four (24) hour answering service is available to address any emergency that may arise. Emergencies consist of, but are not limited to, the following: no heat, no hot water, broken or leaking pipes, overflowing water, unsecured door or window, fire damage, clogged toilet (when only one toilet is available). (Note: if you have more than one toilet, service is not deemed an emergency and should wait until the next business day, unless the problem creates flooding or is clogging waste water in the other toilet and/or sink.) Do not continue to use a fixture with a clogged drain.

Maintenance calls resulting from Resident's negligence, misuse or abuse of the fixtures and/or equipment will be charged directly to Resident and must be paid within the month the work is completed. Resident is responsible to pay for any damage to the Premises, fixtures, equipment and/or any other facilities caused by you, your occupants, guests, family or invitees (i.e., foreign objects in disposal or drain lines requiring removal).

Resident is required, but not limited to:

- Properly care for and use appliances, fixtures and equipment according to manufacturer's guidelines. Keep appliances clean. Only use appliances, fixtures and equipment for their intended purposes.
- Keep the drain area at the bottom of the dishwasher free and clear of objects.
- Do not store items near the furnace or hot water heater.
- Do not block or flush foreign objects down basement floor drains.
- Install curtains or keep shower doors closed when showering to prevent water damage to flooring.
- Replace light bulbs.
- Change the furnace filter every month even though the filter may not look dirty or plugged. This will significantly reduce utility bills. Any furnace or air conditioner damage caused by clogged or dirty filters will be charged directly to Resident.
- Test all smoke detectors monthly, replace batteries as necessary, and immediately report any malfunctioning detectors to Landlord.

5. **Snow Removal.** Resident is responsible for removing snow and ice from their individual walkways, entry ways, and where applicable, sidewalks and driveways. Resident is responsible for keeping these areas free from snow and ice. Landlord will attempt to clear walkways and parking areas after significant snowfalls; however, Landlord is not liable or responsible for the condition or passability of any street, walkway or parking area.

6. **Keys and Lock Outs.** Keys issued by Landlord are for Resident's use only. Property keys may not be duplicated. Do not give keys to other persons. There is a \$50.00 per door charge for changing the locks. This lock change fee must be paid in cash in advance of the lock change. If for some reason Resident is locked out of the Premises, Landlord will unlock the door for Resident during normal office hours. For lock outs outside of normal office hours, you may have your door unlocked by calling the emergency answering service. A service

EXHIBIT A

charge of \$25.00 will be assessed for lock out service between the hours of 6:00 p.m. and 10:00 p.m. and a service charge of \$45.00 will be assessed for lock out service between the hours of 10:00 p.m. and 8:00 a.m. This fee must be paid in cash in advance of the service.

7. **Insurance.** Landlord is not responsible for any personal losses incurred in the Premises or in or to your vehicle. Landlord is not responsible for injuries in and about the Premises to you, your occupants, guests, family or invitees. To protect your personal belongings against fire, water, damage, theft or accidents you must have a Homeowners Policy. Resident is responsible for insuring Resident's personal property. It is required that Resident purchase a renter's insurance policy or similar policy. Resident hereby releases and agrees to hold Landlord harmless from any and all losses, claims, suits and/or actions of any kind for any loss, claim, damage or injury that can be insured thereunder.

8. **Trash.** No trash is to be stored outside of the Premises. Trash dumpsters have been placed in convenient locations throughout the Property. Do not place trash and/or other debris outside of dumpsters. Please bag and tie all trash when possible so that it does not litter the Property. In most situations, there is sufficient room inside the dumpsters for the trash from the Property. If the front of the dumpster is full, please open the back of the dumpster to place your trash inside. If your property has municipal door-to-door refuse collection, please use the large wheeled trash bin provided for this service. An overflowing dumpster is not a pleasant site, and your assistance is needed to keep the Property clean.

9. **Alterations.** Resident may not make any alterations or additions in or to the Premises. This includes painting, changing any part of the Premises, and the driving of any nails or screws into the woodwork, cupboards, cabinets or trim. A reasonable number of small nail holes for picture hanging are permitted in the drywall. Resident may wallpaper and/or paint the Premises upon written consent of Landlord; however, it is the Resident's responsibility to restore the Premises to its original move-in condition upon move-out. Refer to the Final Move-Out Items Addendum for further information. Any costs incurred by Landlord to return the Premises to its original move-in condition will be charged directly to Resident. If you have been kind enough to plant flowers, please remove them after the season is over, but not later than October 1st.

10. **Community Appearance.** Resident shall help maintain the appearance of the Property through the following policies:

a. Please help keep the Property clean and attractive for all residents and visitors--remember, this is your home and community.

b. Do not obstruct walkways, stairs, entry ways, parking areas, etc., by leaving items such as bicycles, toys or other items that may interfere with the full use of these areas by other residents. Landlord is not responsible for loss or damage to any property, including, but not limited to, damage caused by mowing or landscaping crews.

c. Proper window treatments (draperies, curtains and/or blinds) must be in place within five (5) days of occupancy. Blankets, sheets, flags, towels, tinfoil, paper, etc., are not proper window treatments. Window treatments must be white, off-white or cream color. Other colors will result in removal. If window blinds are provided by Landlord, they must remain in place and be kept in good repair at all times.

d. Patios, balconies, carports, porches, lawns, stairwells and landings must be kept neat, clean and orderly at all times, used only for their intended purposes and not used for storage. All items must be stored inside the Premises (or garage, if applicable). Storing items near air conditioning equipment may cause damage to the unit. Resident will be liable for the cost of repairing any such damage. Any items stored outside of the Premises will be removed and disposed of, without notice, and Resident will be charged a minimum fee of \$25.00 for the cost of performing such removal and disposal.

e. No signs, awnings, screens, antennas, advertisements or notices shall be placed or fixed upon any part of the building, nor shall any articles be suspended outside any building or placed on the window sills thereof, without the prior written consent of Landlord. Resident is not permitted to erect fences of any kind on the Property. All such items will be immediately removed without notice and at Resident's expense.

EXHIBIT A

11. **Community Conduct.** Please conduct your activities on the Property in a respectful manner. Please understand that you are living in an apartment community, and all residents must be tolerant of a certain level of daily life noise and activity from neighbors. Please keep the volume of all stereos, radios, TVs and other audio-visual equipment turned down to a minimum as sound can carry through the building. Loud noise and late parties can be disturbing to other residents. Please be considerate of others. Should an objectionable conduct situation arise after normal office hours, please notify authorities by calling the emergency number and the police department. A noise dispute cannot be solved after the fact—it is best to address the problem while in progress. Any resident with a concern or complaint must deliver it to the leasing office in writing as soon as possible after the offense. This will enable the problem to be addressed as quickly and efficiently as possible.

12. **Solicitors.** Door-to-door soliciting is not permitted without the prior written consent of Landlord. Please notify Landlord promptly should solicitors come to your door.

13. **Good Judgment.** The use of good judgment and common sense is imperative for everyone's safety.

a. Resident shall not do or permit anything to be done in the Premises or on the Property, or keep or bring anything therein which will in any manner increase Landlord's rate of insurance. Resident shall not obstruct or interfere with the rights of other residents, or do or permit anything to be done which shall conflict with the laws, regulations, rules and ordinances of the Fire Department, the Department of Building, the Department of Health, or any other governmental entity or legal authority.

b. No water beds or aquariums larger than 5 gallons shall be used within the Premises without the prior written consent of Landlord.

c. Residents using barbecue grills must monitor and supervise their use at all times. As per State of Ohio Fire Code regulations, grills must be kept at least ten (10) feet from any part of any building, property and/or combustible materials. No grills are permitted to be used on any balcony, or in the breezeways of garden-style buildings. Grill use on patios may be permitted on some premises, please ask your property manager. Grills may be kept on patios or balconies only when not in use and must be covered with a black fitted cover. Residents who permit their grill or the use of their grill to damage the siding or any other part of a building will immediately lose their privilege of having a grill, and must immediately pay for the cost of repairing any such damage.

d. Disposals are designed for the disposal of small scraps of waste food. They are not designed for cooking grease, celery, citrus fruit skins, corn cobs, watermelon rinds, seeds, coffee grounds, large food items, bones, metal, plastic or other hard objects. When using the disposal, ALWAYS turn on the cold water first, and then turn on the switch. Never use the disposal without having the cold water running. Do not pour chemicals such as paints or flammable liquids into your disposal and do not use Drano or other chemicals when the disposal becomes clogged. If the disposal jams or breaks due to improper usage, the cost of repair will be charged directly to Resident. This also applies to improper usage of sinks and toilets. Do not throw any heavy, bulky items into the toilet bowl, such as diapers, etc.

e. No hose shall be connected to any water pipe, spout or spigot or used for outdoor sprinkling, showering, pools, or washing of vehicles. Any resident in violation of proper faucet usage will be subject to a \$25.00 fine.

f. Landlord reserves the right to proscribe the weight, proper positioning and placement of heavy articles in the Premises or on the building. Resident shall be liable for all damages to the Premises or building caused by taking in, moving or removing the same.

g. Resident shall not use or permit the use of any electrical appliance or device that interferes in any way with the use or operation of any electrical appliance or device by any other resident.

EXHIBIT A

h. Resident is required to maintain adequate utility service at all times in the Premises to prevent water line freeze-ups. In particular, Resident must not close dampers or close off parts of the Premises, such as laundry and utility rooms. Resident will be responsible for paying the cost of repairing any burst water lines and/or damaged equipment, including any damage to neighboring apartments, due to their failure to adequately maintain and monitor the temperature in the Premises. No space heaters of any kind shall be used in the Premises.

i. Landlord may receive packages or overnight articles delivered by third parties on Resident's behalf. Resident hereby releases Landlord from all liability or responsibility for any damage and/or loss to such packages or articles.

j. Dial 911 or immediately call the appropriate local medical emergency, fire, or police authorities in the event of an accident, fire, suspicious smoke or gas smells, suspected criminal activity or other emergency involving imminent danger. After contacting appropriate authorities, contact Landlord.

k. Landlord is not responsible for obtaining criminal history checks on any resident, occupant, guest, or contractor in or on the Property. If you or any occupant, guest, family or invitee is affected by a crime, the appropriate local law enforcement agency must be notified and a written report made to the leasing office. Resident must furnish Landlord with the law enforcement agency's incident report number upon request.

l. Resident agrees to pay all utilities, related deposits and any charges or fees for such utilities and/or utility services that are currently supplied or may be supplied in the future to the Premises. Resident must not allow utilities to be disconnected, including disconnection for non-payment, until the Lease term or renewal period ends. ~~Utilities shall be used only for normal household purposes. Resident hereby consents for~~ Landlord to deduct the final payment for water and sewer usage from Resident's security deposit.

14. **Guest Policy.** Resident is solely and directly responsible for the conduct of all occupants, guests, family, and invitees on the Property, and for ensuring that all such persons comply with all Community Policies and related Lease provisions at all times while on any part of the Property for any reason.

It is the policy of Landlord to allow guests and invitees on the Property under reasonable visitation guidelines. Landlord reserves the right to ban or bar from the Property any person deemed to be: in violation of any Community Policies; disturbing any other resident in any manner; or in violation of any law, regulation or ordinance governing the Property. The presence of such person upon the Property shall be considered to be trespassing, subject to arrest and prosecution under the law. Any Resident who invites or allows any such banned or barred person upon the Property, or who fails to immediately notify law enforcement officials that such person is upon the Property, shall be subject to immediate Lease termination and eviction, if necessary.

Sample reasons for being banned from the Property include, but are not limited to, the following:

- Solicitation
- Disturbing any resident's peaceful enjoyment of their premises
- Engaging in criminal or illegal activity
- Verbal or abusive language or behavior toward anyone on the Property
- Loitering
- Disorderly or disturbing conduct

15. **Community, Facilities and Amenities.** Fishing, swimming, boating, rafting or any other recreational water sport are prohibited at those communities with lakes, ponds or streams. Individuals under the age of sixteen (16) years must be accompanied by an adult resident when in the area of a lake, pond or stream. Out of respect for the privacy of those residents living near these areas, please limit your activities to areas away from doors and windows. Skateboarding is not permitted on the Property. Toys, bicycles, carts, wagons, big wheels, etc., may not clutter sidewalks, entry ways, parking areas, streets or grassy areas. Such objects must be stored inside the Premises (or garages, if applicable), not in common areas, hallways, patios or outside. Residents may not operate businesses out of the Premises. Use of all recreational facilities is expressly prohibited outside of designated hours. Resident shall supervise, oversee and be responsible for all outside activities of their occupants, guests, family

EXHIBIT A

and/or invitees. Residents, occupants, guests, family and invitees are not permitted to conduct outdoor activities or play in the parking areas.

16. Pool and Fitness Center Rules.

a. The pool and fitness center facilities are provided for the enjoyment and use by all residents. The right to such enjoyment and use, however, is a license only and is subject to obeying all rules and policies pertaining to the pool and fitness center. Such license may be revoked, modified or limited at any time by Landlord without prior notice to Resident. Such license shall be automatically revoked upon the expiration or termination of Resident's Lease or upon a default by Resident under said Lease. Any violation by you, your occupants, guests, family and/or invitees could result in loss of use and privilege to pool and/or fitness center, and/or eviction. Resident assumes all responsibility for, and all risk of damage or injury that may occur to you, your occupants, guests, family and/or invitees while using the pool and/or the fitness center. Landlord is not responsible for lost, damaged or stolen articles, equipment or personal property.

b. Residents are responsible for supervising their children and/or guests at all times. Guests will not be permitted to use the pool and/or fitness center unless accompanied by Resident. Resident may bring one (1) guest at any given time to the pool and/or fitness center. Children under the age of sixteen (16) years must be accompanied by a resident at all times while in the pool and/or fitness center areas. Resident will not admit any individuals into the pool and/or fitness center areas unless such individuals have registered with the leasing office.

c. Proper clothing and/or swimwear must be worn in the pool, the pool area and the fitness center. Cut-off jeans are prohibited in the pool.

d. **NO GLASS CONTAINERS** are allowed in the pool area or fitness center. Place all refuse in trash containers provided. Resident shall be responsible for payment of clean-up expenses, repair costs and/or damages caused by Resident, Resident's occupants, family and/or invitees.

e. Pool gates shall not be propped open or otherwise rendered inoperable, even temporarily.

f. The pool may be used only between the hours of 9:00 a.m. and 9:00 p.m.

g. No person under the influence of alcohol and/or drugs is permitted in the pool area or fitness center. No smoking is allowed in the pool area or fitness center. Alcoholic beverages are prohibited in the pool area and fitness center. Skateboards, bicycles, tricycles, etc., are not allowed in the pool area or fitness center. No pets are permitted in the pool area, fitness center or clubhouse.

h. **NO DIVING IS PERMITTED!** No running, horseplay, fighting, dangerous conduct or noise which is disturbing to other residents is allowed in the pool area or fitness center. Ball playing (of any type), Frisbee playing and the use of flotation devices are not permitted in the pool area.

i. Pool furniture is not to be removed from the pool area. Resident, occupants, guests, family and/or invitees shall place their own towel over pool furniture when using suntan oil or other lotions.

j. Safety and other emergency equipment are to be used only for their intended purposes and are not to be played with in or around the pool. Resident shall carefully inspect each piece of equipment prior to the use by Resident, occupants, guests, family or invitee and shall refrain from using any equipment which Resident believes is functioning improperly or is damaged or dangerous. Resident shall immediately report to Landlord any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of these Community Policies.

k. Resident should feel free to ask others to cease any violation of these Community Policies. Resident is requested to immediately notify Landlord of any violation of these Community Policies by others.

EXHIBIT A

l. Pool rules are posted during open season. Resident, occupants, guests, family and invitees must abide by all pool rules. Please encourage others to do the same. Pools may not be reserved for private parties. Absolutely no swimming will be permitted outside of the posted pool hours. All Residents, guests and invitees who use the pool and/or facilities do so at their own risk.

m. Resident shall consult a physician before using any equipment in the fitness center. Resident, occupants, guests, family and invitees shall refrain from using such equipment unless such use or participation has been approved by a physician.

n. Resident shall keep the fitness center locked during and after their visit to the fitness center.

17. **Pets.** If you have not completed and signed a Pet Addendum, your Lease prohibits having animals of any kind on the Property at any time and for any reason. Should a pet be found on the Property, Resident will be subject to removal of the pet and/or eviction of the Premises. If Landlord discovers that Resident has harbored a pet in violation of the pet policies and failed to disclose and/or execute a proper Pet Addendum, all fees associated with the keeping of the pet will be retroactive to the Commencement Date of the Lease.

Resident is responsible for immediately cleaning up pet waste. Failure to do so will result in a \$25.00 cleanup charge for each and every occurrence.

Pets must be on a leash and accompanied by a responsible person at all times when outside of the Premises. ~~Pets may not be left unattended outdoors (including on balconies, breezeways and patios) or permitted to run free on the Property for any reason or for any length of time.~~ Pets may not be tied or leashed to any post, building, stairwell, balcony, patio, railings, privacy fence, tree, shrub or other landscape feature. Any pet that exhibits menacing or threatening behavior toward any person at any time must be immediately removed from the Property.

Violation of any pet policy or procedure will result in the revocation of your pet privilege, require the immediate removal of the pet, and may result in eviction.

18. **Ethnic Intimidation.** Landlord will not tolerate "hate crimes" or "ethnic intimidation" as defined by federal, state and local law. Under federal law, a hate crime is defined as a crime that manifests evidence of prejudice based upon race, religion, disability, sexual orientation, or ethnicity/national origin. Federal Hate Crime Statistics Act, 28 U.S.C. Section 534; Ohio Revised Code Section 2927.12; and/or Columbus City Code Section 2331.08. The undersigned acknowledges that he/she has read this Section and that he/she will conduct him/herself and require other persons on the Premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of the Premises and/or violate any federal, state or local hate or ethnic intimidation laws.

19. **Smoke Detector.**

a. Resident acknowledges that one or more UL listed smoke detector(s) have been installed in the Premises. Resident will test all smoke detector(s) and determine that they are operating properly upon move-in. Resident agrees to inspect and test all smoke detector(s) once each month. Resident shall not tamper with, disable, remove or replace any parts or equipment of any smoke detector, excepting "dead" or missing batteries, if applicable. Resident shall notify Landlord of an inoperative smoke detector by written notice. Landlord is not responsible or liable for replacing or repairing an inoperable smoke detector until Resident properly delivers such written notice. Landlord may charge Resident a service charge if the service call is a result of Resident's failure to replace "dead" or missing batteries or from Resident's tampering, interfering with, or damaging any components of the smoke detector. Resident shall be liable for immediately paying the cost of repairing any damage caused to the smoke detector by Resident's negligence, misuse or misconduct.

b. Landlord shall not be responsible for any injury or damage to persons or property occurring in the Premises that in any manner arises from Resident's failure to test, inspect or maintain the smoke

EXHIBIT A

detector as provided in this Section or from Resident's failure to comply with Columbus City Code Section 4529.11. Resident shall indemnify Owner and/or Landlord from such damage or liability.

c. Any cost of replacing the smoke detector, or its batteries, if applicable, after Resident vacates the Premises may, at Landlord's option, be deducted from Resident's security deposit.

d. During the term of the Lease, Resident is responsible for replacing "dead" batteries in a battery-operated smoke detector with the type of battery as specified in the smoke detector instructions.

e. If any rule or provision of this Section is violated by Resident, occupants, guests, family or invitees, Landlord shall be entitled to all rights and remedies set forth in the Lease, and available at law or in equity, including, but not limited to, damages, eviction proceedings and/or attorney's fees.

f. Resident, occupants, guests, family and invitees shall abide by all smoke detector rules. Each Resident shall be jointly and severally liable for damages, negligence and all other obligations.

20. **Security.** Unfortunately, in today's society, everyone is a potential victim of criminal activity. Landlord takes pride in its professional management team and the promotion of the safety of its residents. However, no owner or management company can protect you from criminal activity.

Resident hereby agrees and acknowledges that Landlord and Owner have no duty to provide security services to Resident or the Property. Resident shall look solely to the public police force for security protection. Resident agrees and acknowledges that protection against criminal activity is not within the power of Landlord, even if from time to time Landlord provides security services, those services cannot be relied upon by Resident and shall not thereafter impose a duty upon Landlord to provide such services. Resident should take all necessary precautions to protect his/her person and personal property.

21. **Criminal Activity.**

a. Resident, occupants, guests, family and invitees shall not engage in criminal activity, including drug-related criminal activity, on or near the Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

b. Resident, occupants, guests, family and invitees shall not engage in any act intended to facilitate criminal activity on the Property.


c. Resident, occupants, guests, family and invitees shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms on the Property. The term "firearm" shall mean any kind of device, in Landlord's sole discretion, that may cause bodily injury to another person, including, but not limited to, any type of gun, cannon, bow, slingshot or other projectile launching device.

d. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION.** A single violation of any of the provisions of this Section shall be deemed a serious violation of and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Landlord reserves the right to make reasonable changes to these Community Policies from time to time as necessary. Such changes shall become effective immediately upon the posting of such changes at the leasing office. The failure or inability of Landlord to enforce or to demand strict compliance of any provision of these Community Policies against or with any individual or group shall not constitute a waiver in any manner whatsoever of such provision, or the current or future enforcement or compliance of such provision, against or with any other individual or group.

EXHIBIT A

I have read and received a copy of Crawford Communities' Community Policies and Procedures. I understand that these Community Policies are a part of my Lease. Any violation of these rules may be grounds for termination of the Lease.


Resident Signature

6-5-2017
Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

EXHIBIT A

I have read and received a copy of Crawford Communities' Community Policies and Procedures. I understand that these Community Policies are a part of my Lease. Any violation of these rules may be grounds for termination of the Lease.


Resident Signature

6-5-2017
Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date



CRAWFORD COMMUNITIES

PRIVACY & SECURITY POLICY

Our Commitment to Privacy

Crawford Communities, LLC and its affiliates value the privacy of our tenants and clients. We collect information in an effort to provide services that are effective and efficient. In addition, we will use the information collected to notify you of changes to our services as well as communicate with you about products, services, contests and promotions. We recognize that we must use your information responsibly and maintain strict procedural safeguards that comply with federal regulations to protect all personal nonpublic information. We restrict access to your information to persons who need to know that information to provide products or services to you.

This Privacy Policy details the type of information we collect, the reasons why we collect your information and how and when we share information. Also included in this policy is the process for your own management of your personal information.

What kind of information Crawford Communities collects

Crawford Communities may gather information in a variety of ways, including applications, optional membership, voluntary surveys and other forms requesting additional information about a property, product or service. Information collected may include name, email address, mailing address and telephone numbers. In addition, for certain requests, some financial details may need to be gathered including information regarding assets, employment and income, social security numbers and credit information.

How Crawford Communities uses your information

In some instances we may share certain personal information regarding our tenants and clients. On occasion, we may disclose some or all of your personal information to business partners or sponsors. However, when we do share such information about you, we require these outside business partners and sponsors to agree to strict provisions to safeguard the confidentiality of your information and to abide by all applicable laws and regulations.

Opting Out

You have the opportunity to ask us not to share information with third parties by emailing us at info@crawfordhoying.com. You will be notified should any changes or modifications be made to this policy and will have the option to opt-out based on applicable laws.

Your acceptance of these terms: By providing Crawford Communities, LLC with your information, you signify your agreement to Crawford Communities' Privacy Policy. IF YOU DO NOT AGREE WITH THIS POLICY, PLEASE DO NOT SUBMIT YOUR INFORMATION. Your continued use of Crawford Communities and/or its affiliates' services following any changes to these terms will mean that you accept those changes.

If you have questions or concerns regarding the Privacy Policy, please do not hesitate to contact us at info@crawfordhoying.com.



CRAWFORD COMMUNITIES

FINAL MOVE-OUT ITEMS ADDENDUM

- Sixty (60) days written notice must be given prior to vacating the unit. No verbal notices will be accepted.
- Do not leave any trash, debris, furniture, etc., in or around the Premises. Resident will be charged a minimum of \$25.00 for each item that must be disposed of.
- All mini-blinds must be in good condition. A minimum charge of \$20.00, plus labor, will be assessed if the blinds need to be replaced. Please leave ice cube trays and sink stoppers. All light bulbs must be working and in fixtures.
- Turn in all keys to the unit on or before the scheduled move-out date. Resident will be charged for a full month's rent if Resident's keys are turned in on the first day of the month following the scheduled move-out date, or thereafter.
- If Resident moves out during the cold weather months, please leave the thermostat set at 60 degrees.
- Call the electric company, gas company and water company and ask them to take the utility out of Resident's name as of Resident's move-out date (the scheduled date that has been provided to the rental office). Resident's water must be paid in full up to Resident's move-out date and a receipt provided to the rental office before a security deposit refund is released.
- In the event Resident does not fulfill the Lease term, Resident will be responsible for the pro-rated turn cost of that unit (entire refurbishing cost ÷ term of Lease [months] × expired term of Lease = turn cost damage), which includes, but is not limited to: rent, painting, cleaning, carpet cleaning and repair, maintenance parts/labor and advertising costs. *Note:* If Resident received concessions at move in, Resident will be required to reimburse Landlord the amount of said concessions.

All parts and labor associated with the turnover cost will be additionally charged to the vacating Resident. All applicable taxes will also be charged to the vacating Resident.

In addition to the costs listed in this Addendum, it is understood and agreed that any and all other turnover costs of labor and material will be deducted from Resident's security deposit or owed if the security deposit is insufficient to cover the charge.

Cynthia W. Boyd
Resident Signature

6-5-2017
Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

EXHIBIT A

5. Resident agrees to hold Landlord harmless from any claims should the pet escape from the apartment, or become lost or missing, and acknowledges that Landlord or Landlord's employees and designees will be entering the apartment unit on a periodic basis for maintenance, cleaning and pest control.
6. Resident agrees that permission to have a pet in the apartment community may be cancelled by Landlord for any reason Landlord deems appropriate.
7. If permission to have a pet is revoked by Landlord for any reason, Resident agrees to remove the pet from the apartment and from the apartment community within forty-eight (48) hours of receipt of notice by Landlord that the pet must be removed. If Resident does not remove the pet from the apartment community within ten (10) days, it will be in direct violation of these Pet Rules. At Landlord's option, this may constitute grounds for an eviction of Resident.
8. Resident agrees to pay a fine of \$25.00 for each infraction of the terms contained in this Pet Addendum.
9. If the box "None" has been checked, Resident represents that he/she will not have a pet on the Premises. If Resident desires to have a pet, Resident shall notify Landlord and execute a new Pet Addendum. In the event Resident has a pet but fails to execute a new Pet Addendum, Resident agrees that he/she will be bound by the Rules set forth herein and acknowledges that he/she will be responsible for the \$200.00 Pet Fee.
10. Resident must present updated vaccination records before move in and at every lease renewal. A copy of all vaccination records will be kept in the residents file.
11. If your community offers a Dog Park as an amenity, all dogs must wear the approved Crawford Hoying dog tag that is to be worn at all times while in the Dog Park.


Resident Signature6-5-2017
Date_____
Resident Signature_____
Date_____
Resident Signature_____
Date_____
Resident Signature_____
Date

SATELLITE DISH OR ANTENNA ADDENDUM

Under a Federal Communications Commission (FCC) order, you as our Resident have a right to install a transmitting or receiving satellite dish or antenna on the leased Premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This Addendum contains the restrictions that you and we agree to follow.

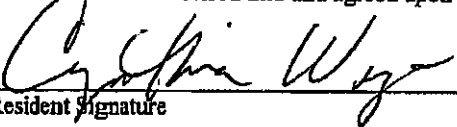
1. **Addendum.** This is an Addendum for the Premises commonly known as 8249 Tributary Lane, between Landlord and the undersigned Resident, jointly and severally. Resident is hereinafter referred to as "you".
2. **Number and Size.** You may install one (1) satellite dish or antenna on the leased Premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your Lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in any area that other residents are permitted to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
4. **Safety and Non-Interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) securely clamping it to a part of the building's exterior that lies within your leased Premises (such as a balcony or patio railing); or (3) any other method approved by Landlord in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling.** You may not damage or alter the leased Premises and may not drill holes through outside walls, door jambs, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.) the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jamb or window sill in a manner that does not physically alter the Premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane", similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by Landlord in writing.
6. **Safety in Installation.** In order to assure safety, the strength and type of materials used for installation must be approved by Landlord. Installation must be done by a qualified person or company approved by Landlord. Our approval shall not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
8. **Removal and Damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the unit. You must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased Premises to its condition prior to the installation of your satellite dish, antenna or related equipment, normal wear and tear excepted.
9. **Liability Insurance and Indemnity.** You must take full responsibility for the satellite dish, antenna and related equipment. You must provide Landlord evidence of liability insurance to protect Landlord against claims of personal injury and property damage to others related to your satellite dish, antenna and related equipment. The insurance coverage must be \$500,000.00-\$1,000,000.00 which is the amount reasonably determined by Landlord to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish, antenna and/or related equipment from becoming unattached and falling on person and/or property. You agree to hold Landlord harmless and indemnify Landlord against any of the above claims by others.
10. **When You May Begin Installation.** You may start installation of your satellite dish, antenna and/or related equipment only after you have: (1) signed this Addendum; (2) provided Landlord with written evidence of

EXHIBIT A

the liability insurance referred to in paragraph 9 of this Addendum; and (3) received Landlord's written approval of the installation, which approval shall not be unreasonably withheld.

11. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional Lease Addendum must be executed.

This Addendum is entered into and agreed upon this 5th day of June, 2017.


Resident Signature

6-5-2017
Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date


Agent for Landlord

6/5/2017
Date

MOLD INFORMATION AND PREVENTION ADDENDUM

Please note: It is the goal of Crawford Communities to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling.

I. ABOUT MOLD. Mold is found virtually everywhere in our environment, both indoors and outdoors, and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Without molds, we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions must be taken.

II. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- * Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and use of a household cleaner to clean surfaces are important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy items.
- * Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom before starting the shower or in the kitchen before cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- * Promptly notify Landlord in writing about any air conditioning or heating system problems you discover. Follow Landlord's rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the weather is dry (i.e. humidity is below 50%) to help humid areas of your dwelling dry out.
- * Promptly notify Landlord in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with the Lease and with state law to repair or remedy the situation, as necessary.

III. AVOID MOLD GROWTH. It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to excessive moisture buildup in your dwelling can encourage mold growth. Leaks and moisture can result from a wide variety of sources, such as:

- * Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- * Overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerators or air conditioning drip pans or clogged air conditioning condensation lines;
- * Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;

EXHIBIT A

- * Washing machine hose leaks, overflows from plant watering, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- * Leaks from clothes dryer discharge vents (which can put moisture into the air), and;
- * Insufficient drying of carpets, carpet pads, shower walls and bathroom floors, etc.

IV. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES such as ceramic tile, Formica, vinyl flooring, metal, wood or plastics, the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within twenty-four (24) hours, apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oil from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold spores from clothes.

V. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify Landlord in writing, and we will take appropriate action.

VI. COMPLIANCE. Complying with this will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have any questions regarding this Addendum, please contact Landlord.

If you fail to comply with this Addendum, you may be held responsible for property damage to the dwelling and any health problems that may result.


Resident Signature

6-5-2017
Date

Resident Signature

Date

Resident Signature

Date

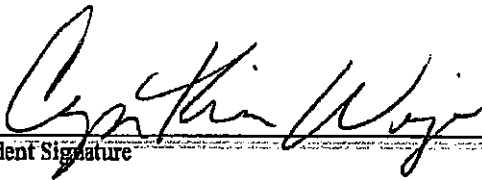
Resident Signature

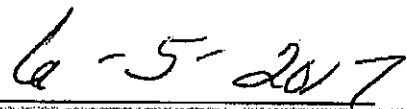
Date

CONCEALED WEAPON ADDENDUM

The undersigned Resident acknowledges that it is illegal to carry a firearm, deadly weapon or dangerous ordinance on any common area of the apartment community. Common areas include, but are not limited to, the Manager's office, exercise facility, pool area, walkways, hallways and laundry rooms. This policy will be strictly enforced by the Landlord. In the event that Resident is found carrying a firearm, deadly weapon or dangerous ordinance on a common area, an immediate eviction notice will be served, at which time Resident will have three (3) days to vacate the apartment unit or an eviction action will be initiated.

No Resident shall transport a firearm to their respective apartment unit unless it is unloaded and carried in a closed package, box or case in plain sight. Any Resident who violates this Addendum will also be subject to criminal prosecution.


Resident Signature


Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

**RESIDENT
GARAGE, STORAGE SPACE, CARPORT ADDENDUM**

Resident(s): _____

Address: _____

Community: _____

Commencement Date of Lease: _____

End of Lease Date: _____

Garage No.: _____

Storage Space No.: _____

Carport No.: _____

Annual Rent of this Addendum: \$ _____

Monthly Rental Rate of this Addendum: \$ _____

Start Date of this Addendum: _____


End Date of this Addendum: _____

This Addendum is in accordance with and subject to the same terms and conditions of Resident's Lease Agreement. Termination of the Lease Agreement, breach of the Lease Agreement or abandonment of the leased Premises shall render this Addendum terminated as to Resident's right of possession.

1. Rental begins on the above stated Start Date and ends on the above stated End Date, unless sooner terminated pursuant to this Addendum. Resident acknowledges that the monthly rental rate is subject to the same terms and conditions of the original Lease Agreement.
2. In the event that Resident fails to pay current monthly rental installments on or before the close of business on the third (3rd) of the month, a \$25.00 fee will be assessed, in addition to any other late fees or Landlord remedies under the Lease Agreement. Non-payment of this Addendum shall constitute breach of the Lease Agreement and this Addendum.
3. Resident understands that he/she ASSUMES ALL LIABILITY for any items stored in the garage, storage space or carport.
4. Resident understands and agrees to return all Landlord-issued garage keys, storage keys and/or remote door openers at the time of vacating the garage, storage space or carport. Resident also understands and agrees that the garage, storage space or carport must be in the same condition as it was at the time of possession, ordinary wear and tear excepted.
5. Resident understands that he/she is required to give a thirty (30) day written notice to vacate the garage, storage space or carport prior to the Addendum expiration date and is aware that there is a list of charges upon move-out of the garage, storage space or carport that will be applied if the garage, storage space or carport is not in acceptable condition, as determined by Landlord.

EXHIBIT A

6. No Resident shall do or permit anything to be done in said garage, storage space or carport, or keep anything therein which will in any manner increase the rate of fire insurance on said building or on property kept therein, or obstruct or interfere with the rights of other residents, or do or permit anything to be done which shall conflict with the laws, regulations, rules and ordinances of the Fire Department, the Department of Buildings, the Department of Health, or any other legal authority. Such areas shall not be used as living areas.


Resident Signature6-5-2017
Date_____
Resident Signature_____
Date_____
Resident Signature_____
Date_____
Resident Signature_____
Date
Agent for Landlord6/5/2017
Date

LEAD-BASED PAINT DISCLOSURE ADDENDUM**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose certain health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Resident must also receive a Federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

Presence of lead-based paint and/or lead-based paint hazards:

- ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- ☐ Landlord is aware of lead-based paint and/or lead-based paint hazards on some exterior trim within the Community

Records and Reports available to Resident:

- ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing
- ☐ Landlord has provided Resident with all available records and reports pertaining to lead-based paints and/or lead-based paint hazards in the housing

Resident's Acknowledgement

Resident agrees he/she has received copies of any information listed above and has received the pamphlet entitled "Protect Your Family from Lead in Your Home."

Initials: CW

Initials: _____

Initials: _____

Initials: _____

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Cynthia Abze
Resident Signature

6-5-2017
Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Carmie Henthorne
Agent for Landlord

6/5/2017
Date

RENTER'S INSURANCE ADDENDUM

Property Address 8249 Tributary Lane, Reynoldsburg, OH 43068

RENTER'S INSURANCE REQUIRED. Resident acknowledges that Renter's insurance is required and Landlord and Resident agree to amend the Lease as follows:

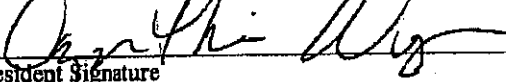
Section 12 of the Lease is hereby deleted and replaced with the following:

Section 12. **INSURANCE.** Resident shall be required to procure and keep in force a personal liability policy with a minimum limit of \$300,000, which policy shall be in place for the full term of this Lease, including renewals. Resident shall furnish proof of such insurance to Landlord at least twenty-four (24) hours prior to move in, and thereafter upon Landlord's request. Keys will not be given to Resident at move in without proof of insurance, and failure to provide proof in the future shall be a default under this Lease. Landlord IS NOT responsible for insuring Resident's personal property and Resident hereby releases and agrees to hold Landlord harmless from any and all losses, claims, damages or injuries that can be insured under the required policy.

If Resident plans on installing a Satellite Dish, there are additional insurance requirements that are not covered under the basic personal liability policy. A separate Satellite Dish Addendum with additional insurance requirements must be executed.

To the extent the terms of this Addendum conflict with the terms of the Lease, then the terms of this Addendum shall control. Except as specifically amended herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of June 5th, 2017.


Resident Signature

6-5-2017
Date

Resident Signature


Date

Resident Signature

Date

Resident Signature

Date


Agent for Landlord

6/5/2017
Date

UTILITY ADDENDUM

Property Address 8249 Tributary Lane, Reynoldsburg, OH 43068

This Utility Addendum is entered into pursuant to Section 9 of the Lease. Landlord and Resident agree to amend the Lease as follows:

Landlord, through its authorized agent, shall secure and make available to Resident, and Resident shall promptly pay all charges incurred for, (if checked) ☒ electricity, ☒ gas, ☒ water and sewage, ☒ trash removal, ☒ cable TV. Resident agrees to place all utilities for which Resident is responsible in Resident's name prior to receiving occupancy of the premises. Resident agrees to pay all other utilities, related deposits and charges on Resident's utility bills. Resident shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. Resident agrees to reimburse Landlord for any utility bills paid by Landlord during Resident's responsibility under the Lease within two (2) working days of receiving demand for payment from Landlord. Utilities shall be used only for normal household purposes and not wasted. Failure to pay utilities or properly place utilities into Resident's name, or disconnection of the electric, gas or water service due to non-payment by Resident for more than five (5) days, shall be considered material non-compliance under this Lease. Notwithstanding anything to the contrary contained herein, Resident agrees that Landlord may arrange to have an electric meter installed to measure Resident's electric usage, and a water meter installed to measure Resident's water usage. Landlord or its agent shall supply Resident with information of the cost per unit of electricity and water and the number of units consumed. Rates per unit of water and electricity consumed shall be similar in cost with rates per unit billed by regulated utilities, including all applicable riders, line extension fees and customer charges. Resident further agrees to pay for such electricity and water usage, based upon their actual metered usage, plus the apportioned share of common area usage (if applicable) and any other fees incurred by Resident. Billing for electric and water usage shall be considered part of the rent, though it will be separately invoiced and collected. It is understood and agreed between Landlord and Resident that, in the event such payments are not made when due, it shall be considered a material default under the Lease, and Resident agrees that Landlord may bring summary proceedings for collection and/or eviction. LANDLORD IS NOT OPERATING AS A PUBLIC UTILITY BY ARRANGING FOR THE SERVICES SET FORTH HEREIN, AND NOTHING HEREIN SHALL CAUSE LANDLORD TO BE, OR BE DEEMED TO BE, A PUBLIC UTILITY.

To the extent the terms of this Addendum conflict with the terms of the Lease, then the terms of this Addendum shall control.

Except as specifically amended herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of June 5th, 2017.


Resident Signature

6-5-2017
Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

SMOKE-FREE LEASE ADDENDUM

Resident and all members of Resident's family and/or household, including all occupants, and Crawford Communities, LLC ("Landlord") (collectively the "Parties") are Parties to a written Lease Agreement. This Lease Addendum states the following additional terms, conditions and rules, which are hereby incorporated into the Lease Agreement between the Parties.

A breach of this Lease Addendum shall be considered a material breach of the Lease Agreement and shall give the Parties all of the rights contained herein as well as all of the rights set forth in the Lease Agreement.

1. **Purpose of No-Smoking Policy.** The Parties desire to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs attributable to smoking; and (iii) the increased risk of fire from smoking. Accordingly, effective August 1, 2013,
2. **Effective Date of No-Smoking Policy.** The effective date of the no-smoking policy described more fully herein shall be no earlier than August 1, 2013. Landlord reserves the right to amend this Addendum to specifically identify a date subsequent to August 1, 2013, on which the no-smoking policy will become effective.
3. **Definition of Smoking.** "Smoking" means inhaling, exhaling, burning, breathing or carrying any lighted cigar, cigarette, pipe or other tobacco product or similar lighted smoking product or device used for burning tobacco or any other plant in any manner or in any form.
4. **Smoke-Free Complex.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household, including all occupants, has been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident's dwelling unit is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental community. Furthermore, Resident and all members of the Resident's household shall not permit any guests or visitors under their control to do so.
5. **Resident to Promote No-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco or other Smoking-related smoke is migrating into the Resident's unit from sources outside of the Resident's unit.
6. **Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
7. **Landlord Not a Guarantor of Smoke Free Environment.** Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the apartment complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. Landlord, however, shall take reasonable steps to enforce the smoke-free terms of its leases and to make the designated areas of the complex smoke-free. Landlord is not required to take steps in response to Smoking unless Landlord is put on notice of the presence of Smoking via agent, personal knowledge, and/or written notice by a resident.
8. **Other Residents are Third-Party Beneficiaries of Resident's Agreement.** Resident agrees that the other residents at the apartment complex are the third-party beneficiaries of Resident's smoke-free addendum agreements with Landlord, meaning that Resident's commitments in this Lease Addendum are made to the other residents of the apartment complex as well as to the Landlord. A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between Residents herein shall not create a presumption that the Landlord breached this Lease Addendum.
9. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, all rights set forth in the Lease Agreement, and all rights provided by the law of the State of Ohio. A breach of this Lease Addendum by the Resident or any member of the Resident's household, including occupants, shall be a material breach of the Lease Agreement and grounds for immediate termination of the Lease Agreement and/or the initiation of eviction proceedings by Landlord.

EXHIBIT A

10. **Disclaimer by Landlord.** Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the apartment complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the buildings, common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on voluntary compliance by Resident, members of Resident's household, and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke or Smoking are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other Landlord obligation under the Lease Agreement.
11. **Effect on Current Residents.** Resident acknowledges that current residents in the apartment complex under a prior lease will not be immediately subject to the no-smoking policy. As current residents move out or enter into new lease agreements, the smoke-free policy will become effective for their unit or new lease agreement.

Resident(s) Address 8249 Tributary Lane

☐ This address is in the Smoke-free zone.

☒ This address is NOT in the Smoke-free zone.

Cynthia Wyz
Resident

6-5-2017
Date

Resident

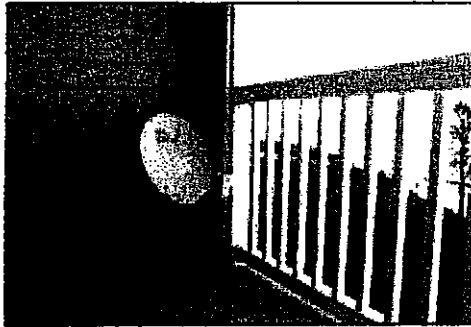
Date

Resident

Date

Carrie Heathorne
Agent for Landlord

6/5/2017
Date



Inside your personal balcony or patio

**PERMITTED
DISH
PLACEMENT**



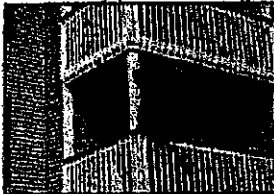
**PROHIBITED
DISH
PLACEMENT**



Anywhere in common area



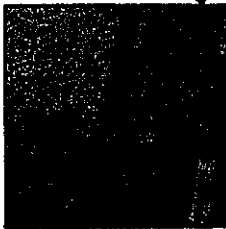
On balcony post or railing



In flower beds



On side of building



Common area grass



Common area grass

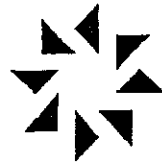


I understand the correct placement of satellite dishes and agree to abide by these policies.

[Signature]
Resident Signature

[Signature]
Management Signature

Resident Signature



CRAWFORD HOYING

living

Utility Confirmation Form

The following utilities will need to be converted to your name for prior to your move-in date; additional fees may apply if you fail to convert utilities.

Your new address: 8249 TL

Utility Type	Company	Phone number	Account Number
Electricity/Water	NEP	614-918-2031	Landlord will convert utility
Gas	Knox Energy	330-498-9130	Landlord will convert utility
Gas	Columbia Gas	1-800-344-4077	

****Utility deposits may apply****

Please complete this form and bring it with you on your scheduled move in orientation on: _____

If we can assist you in any way, please feel free to call or stop by our office. We welcome you and hope you will make Creekside at Taylor Square your home for many years to come!!

Creekside at Taylor Square
2422 Banks Edge Way
Reynoldsburg, Ohio 43068
creekside@crawfordhoying.com



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MATERIALS

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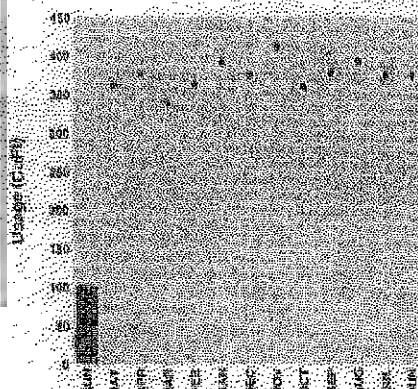
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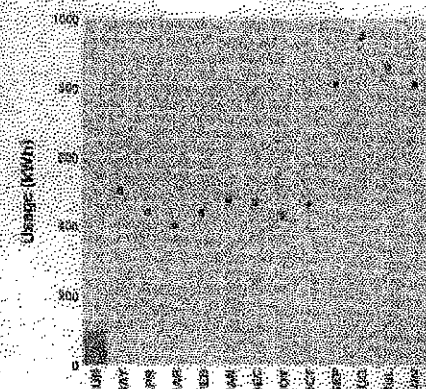
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NationwideEnergyPartners.com

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PAYMENT METHODS

NEP Autopay

Sign up for autopay to have the payments for your NEP bill automatically withdrawn from your bank account or credit card each month, at no cost to you.

Electronic Bill Pay

Set up directly through your bank online, electronic bill pay allows you to send money from your bank account directly to NEP to pay your bill. You choose the amount you want to pay and the date you want the payment to be applied.

Online Payment

Pay online anytime through NEP's website. Residents can register online or quick pay without having to set up an online account.

In-Store Payment

A number of stores, such as Wal-Mart, accept payments at all locations in the continental US. **Bring your NEP statement with you.** *Service fees may apply.*





Mail

Pay by check by mailing the detachable payment stub along with your check in the return envelope provided with your monthly invoice. **Please include your NEP account number on your check.**

Phone

Residents may pay their bill 24 hours a day, 7 days a week, through NEP's automated phone system. Residents may also call our toll free Resident Support number to pay with a live agent during office hours. *Service fees will apply for payments made with a live agent.*

Billing Summary

	Previous Balance	\$0.00
	Payments	\$0.00
	Balance Forward/Carry Over	\$0.00
	Customer Charge	\$5.88
	NEP Energy Discount	-\$0.70
	Electric Usage	\$12.86
	Water Usage	\$6.46
	Sewer Usage	\$6.20
	Stormwater Charges	\$2.80
	Common Area Electric	\$7.41
	Common Area Water	\$0.02
TOTAL AMOUNT DUE ON JUL 13, 2017		\$40.93

USEFUL INFO

Never worry about missing a bill and save paper by signing up for paperless billing! You'll receive an email notification the moment your bill is available online when you sign up through "My Account" at NationwideEnergyPartners.com. It's convenient for you and benefits the environment! You can also sign up for Autopay to waive your security deposit and enjoy the ease of paying your bill automatically every month. Have peace of mind knowing you will never miss a payment!

TERMS AND CONDITIONS

NEP provides metering and billing services on behalf of your community owner or community association. Failure to receive a bill does not change the due date or possibility of disconnection due to non-payment.

A \$30.00 charge may be applied to your account for all payments not honored by the bank for any reason, including, but not limited to: Insufficient funds (NSF), account closed, payment stopped, no signature, and improperly drawn or submitted.

A security deposit is added to the account of any new residents or delinquent accounts. The deposit will be waived if a resident signs up for autopay or presents NEP with a qualifying letter of credit from a previous utility company. All fees are subject to change.

For more information regarding your billing summary and charges, please visit our website at NationwideEnergyPartners.com

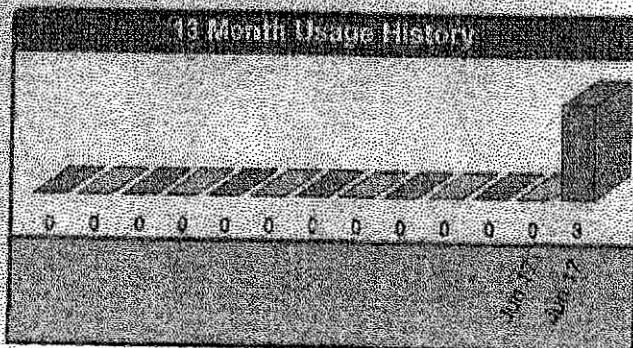




ACCOUNT#		ACCOUNT NAME		SERVICE ADDRESS		
0010-00247-007		CYNTHIA WINGO		8249 Tributary Lane Residential		
SERVICE DESCRIPTION	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
Prior Account Balance						0.00
Total Payments Received						0.00
Balance Forward						0.00
Gas Supply - \$0.496 per Ccf	M0512762	06/05/17 06/21/17	120	123	3	1.49
Delivery - \$0.354 per Ccf						1.06
Service Charge						5.02
Charge Deposit						200.00
Res Gross ReceiptTx						0.14
Current Charges						207.71

Net Due On or Before	07/17/17	207.71
Late Payment Charge		0.00
Pay After	07/17/17	207.71

00000247



For Billing Inquiries: 1-888-863-0032
Send correspondence to: PO Box 35519
 Canton, OH 44735

For Emergencies Only: 1-888-784-6160

PLEASE MAKE CHECKS PAYABLE TO:
 Knox Energy Cooperative Association, Inc.

To pay your bill on line, please visit www.knoxenergy.org

PLEASE RETURN BOTTOM PORTION WITH PAYMENT. PLEASE DO NOT STAPLE, FOLD OR ATTACH ANYTHING TO THIS PORTION.



PO Box 35519 Canton, OH 44735

☐ PLEASE CHECK THIS BOX AND FILL OUT THE REVERSE SIDE
 IF YOU WANT TO USE OUR DIRECT PAYMENT PLAN.

ACCOUNT#	0010-00247-007
Net Due On or Before	07/17/17 207.71
Late Payment Charge	0.00
Pay After	07/17/17 207.71

If Paying By Credit Card please complete this section.



Card Number _____ V-Code _____

Print Name _____ Amt. Paid _____

Signature _____ Exp. Date _____

MAKE CHECKS PAYABLE AND REMIT TO:

Knox Energy Cooperative Association, Inc.
 PO Box 932446
 Cleveland, OH 44193

CYNTHIA WINGO
 8249 TRIBUTARY LN
 REYNOLDSBURG OH 43068-9444

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UNDERSTANDING YOUR BILL

Gas Supply Charge - a volumetric commodity charge (the natural gas itself) per Ccf at actual cost.

Delivery Charge - a volumetric charge per Ccf at actual cost for transporting the gas from its source of origin through interstate transmission gas lines, local distribution gas lines and the Cooperative gas lines to your location.

Service Charge - a monthly charge to cover various costs such as maintaining the gas lines that serve you, meter reading and billing, and 24 hour emergency response costs along with other operating costs.

Late Payment Charge (Penalty Amount) - If your payment is not received by the due date, your account is subject to be charged an additional late fee.

Sales Tax/Gross Receipts Tax - The state and local statutory tax for the natural gas / State of Ohio levied taxes.

Actual Reading - a meter reader physically reads your gas meter.

Estimated or Calculated Reading - during the months we don't read your meter, your bill is based on previous gas usage, gas rates and the weather. An estimated or calculated bill will be verified the following month when your meter is read.

CCF - 100 cubic feet of gas; a measure of gas usage.

MCF - 1000 cubic feet of gas; a measure of gas.

Make sure your gas appliances are properly installed and adjusted. Check venting systems. Call a qualified service company for needed repairs.

In accordance with governmental regulation, we ensure that there is a distinct odor to natural gas for your safety.

- If you smell gas, leave the house, immediately! Don't light matches or flip an electrical switch.
- call 1-888-784-6160, the gas company's 24-hour emergency service, from a telephone other than your own.

WE'RE ALWAYS READY TO HELP

Call our office whenever you have a question. Our employees are always ready to help. Please contact our Service Center at 1-888-863-0032, Monday thru Friday between the hours of 8:30 AM and 4:30 PM.

The published rules and regulations governing your natural gas service are available upon request.



Know what's below.
Call before you dig.

*Please use the enclosed envelope
and remit to the address on
the reverse side.*

Please Remember:

- Do not send cash through the mail
- Write your account number on your check
- Make sure you sign your check
- Include your payment stub with your check

Pay automatically from your bank account

Tired of writing checks? Sign up for your Direct Payment Plan to have your bill paid directly from your bank account electronically each month. You will continue to receive a copy of your bill by mail each month. Your gas utility electronic payment will appear on the following month's bill, just as it would if you had written a check. Complete the following information and return it with your payment of this bill.

I hereby authorize a direct debit of my bank account for payment of my future gas bills.

Signature: _____ Date: _____

Complete the following for your checking or savings account.

Financial Institution Name _____ Financial Institution City _____

Bank Routing Number Your Bank Account Number _____

NO. 3416 P. 3/3
NRS FROM THE BOTTOM OF A CHECK FOR THIS INFOR

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

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SECTION I. - MEMBERSHIP

1. **Application for Membership.** The Cooperative Association, a non-profit corporation, ("the Cooperative") is a cooperative which is owned and operated exclusively by and solely for its owner/members for the purpose of providing natural gas service to its owner/members. As such, it is not a public utility and, except for enforcement of gas pipeline safety regulations, is not subject to the jurisdiction of the Public Utilities Commission. The Cooperative is governed by a Board of Trustees which is elected by the owner/members. All prospective owner/members must apply for membership to the Cooperative by completing and signing the Owner/Membership Application and Agreement form. Owner/Membership Applications and Agreement forms are available thru the Cooperative Offices.
2. **Membership Approval.** Applications for membership will be approved based on adequate deliverability of the Cooperative's gas facilities, service availability, credit history, and/or applicant's willingness to enter into a line extension agreement. Individuals or commercial entities may apply for membership. "Owner/member" as used herein may refer to building owner and/or renter, lessee or tenant, as appropriate.
3. **Membership Fee.** An initial membership fee of \$25 (twenty-five dollars) is due and payable upon membership approval. Certain members may be required to pay a \$1 per month membership fee in lieu of the \$25 initial fee.
4. **Membership Non-Transferable.** Membership is with the individual (or spouse and immediate family residing with owner/member) or entity, not the structure. Subsequent owners who desire to have natural gas service must apply for membership.
5. **Members Duty to Read Rules.** As an owner/member, it is your duty to become familiar with all the Rules & Regulations governing your cooperative. Please read them thoroughly.

SECTION II. - TIE-IN FEE

6. **Tie-in Fee.** Standard residential tie-in fee will amount to actual cost per tie-in. Tie-in fees must be paid in full by member prior to the installation of any services. Tie-in rates are subject to actual cost escalation. Commercial tie-in fees will amount to the actual cost at the time of tie-in. The tie-in fee shall entitle owner/member to a Cooperative service line up to and including the curb valve, and one meter, along with customary utility inspections. All such equipment shall be owned and maintained by the Cooperative. Owner/ member must have a foundation installed prior to Cooperative installation of the tie-in. Multiple meter requests from one tie-in, such as for a multi-family apartment building shall pay a per meter installation fee at actual cost.

SECTION III. - SERVICE

7. **Turning on Gas.** Applicable to property owners: A owner/member, after paying all applicable fees, shall notify the Cooperative, or it's agent, when he desires service to be established. In no case shall the owner/member, owner/member's agent, or owner/member's employee turn on the gas at the curb or meter valve. Gas shall be turned on, upon the date specified, by an authorized agent of the Cooperative. If the Cooperative finds itself unable to establish the service on the date specified, it shall so notify the owner/member as much in advance as possible (but not less than one day before the date requested by the owner/member), and a new date shall be established by mutual agreement.

Applicable to renters/tenants: A renter/tenant owner/member must submit an application card to the Cooperative and be accepted for owner/membership. Renter/tenant shall be responsible for gas usage from the start date of the rental/lease agreement. Cooperative may require the property owner to fully pay any delinquent balances owed from the prior tenant/renter and to sign an owner guarantee agreement before re-establishing service to a new renter/tenant.

Prior to installation of meter, owner/member must have met the following requirements:

1. Paid Owner/Membership and Tie-in fees.
2. Installed all internal plumbing by an approved plumbing contractor, with at least one appliance ready to use gas
3. Installed meter bar assembly (to hang meter) on foundation by an approved contractor. All plumbing must conform to Cooperative installation specifications, that are available upon request.
4. Installed house line from Cooperative curb valve to house.

8. **Service Not Transferable.** No person may commence the use of gas until after making application and receiving approval for membership, paying all fees in accordance with Section II and requesting the Cooperative to turn on the service in accordance with paragraph (7) above. In the event of violation of this provision, in addition to other rights of the Cooperative, such person shall be liable for all gas consumed in the premises from the date such person occupied the premise. Any successor in interest to an owner/member, other than a surviving spouse or immediate family member who resided with the member, shall be deemed to be a person who must make application for membership and service, provided that successors in interest whose rights arise from death or incompetence of the owner/member shall have thirty (30) days in which to make application for membership and service.
9. **Continuity of Service.** The Cooperative will use its best efforts to furnish necessary and adequate service and facilities. The Cooperative shall make reasonable provision to supply gas in sufficient quantity and at adequate uniform pressure, but does not guarantee constant supply or adequate or uniform pressure. The Cooperative shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligation to serve and may discontinue or modify service, if such failure or interruption is due to failure of the shipping company, acts of God or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or order of any civil, judicial or military authorities, and without limitations by the foregoing, accidents, contingencies or other causes beyond the control of the Cooperative.

In the event there has been an interruption of service to any premises, however caused, the Cooperative, or its agent, may, before restoring such service, take such steps as it deems reasonable to ascertain and assure itself that all precautions have been taken to prevent accidents that might be caused in or around any owner/member's premises by the discharge of gas into or around such premises. Without limitation, this shall be accomplished by inspections of such premises by Cooperative agents who shall turn off all appliance valves and block all thermostatic controls, or when access to the premises cannot be obtained, shall turn off service at the curb valve.

Without incurring any liability therefore, the Cooperative may also suspend service for such periods as may be reasonably necessary in order to make repairs to or changes in its plant, distribution systems or other property. Owner/members that would be effected by any suspension of service will be notified prior to any suspension, by mail.

10. **Service not to be Disturbed.** No owner/member shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Cooperative's lines and, without prior approval from the Cooperative, no owner/member shall attach or use any appliance which will increase or decrease the pressure in the Cooperative's lines intermittently to such extent as to interfere with continuous service to other owner/members. Owner/member is not authorized to connect/disconnect or make any changes to the meter and meter bar assembly.

11. **No Owner/Member Shall Sell to Another.** The owner/member shall not supply or sell natural gas for use in any location other than that specified in the application for membership or service address if different.

12. **Access to Premises.** Neither the Cooperative or its agents shall have any inherent rights to enter into a structure of a owner/member without the express permission of such owner/member except in cases of provable emergency. Any agent seeking entrance into or upon the premises of a owner/member shall have or wear, and show, adequate symbols of identification not easily counterfeited. Any agent seeking entrance to a premises shall advise the owner or occupant as to this purpose in doing so. Agents of the Cooperative may enter upon real estate of a owner/member when reasonably necessary or convenient for the Cooperative's business.

Except in cases of provable emergencies, no owner/member shall be obligated to afford entrance or access to his structure except during normal business hours (considered to be from 8:00 a.m. to 5:00 p.m., Monday through Saturday inclusive) and then only to such parts of the structure as may be the location of natural gas equipment.

13. **Owner/Member's Responsibility.** Owner/Member assumes all installation and maintenance responsibility for equipment owned by the owner/member on owner/member's side of the point of delivery, generally the outlet side of the curb valve, for their service supplied or taken, as well as for the installation of appliances used in connection therewith, and will save Cooperative harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on owner/member's side of the point of delivery.

14. **Right-of-Way.** Each owner/member, without reimbursement, will make or procure conveyance to Cooperative of right-of-way satisfactory to it across the property owned or controlled by owner/member for Cooperative's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to owner/members.

15. **Charges and Payments for Temporary Service.** In addition to regular payment for gas used, the owner/members shall pay the cost for all material, labor, and all other necessary expense incurred by the Cooperative on supplying gas service to the owner/member at his request for any temporary purpose or use. The Cooperative may, at its options, require that any owner/member requesting temporary service shall deposit with the Cooperative, a sum equal to the Cooperative's estimate of the cost to be incurred by it, as above.

After the service has been discontinued and all actual costs determined, any sum deposited by the owner/member in excess of actual cost shall be refunded to him or, if the costs exceeded the Cooperative's estimate, the owner/member shall be liable for payment of the excess. It is provided further that if the Cooperative shall elect to leave in place any or all of the facilities provided, constructed, or installed to render such temporary service, a proportional amount of the owner/member's deposit shall be returned to him or he shall only be charged for the facilities not retained, a proportional share of the total cost.

16. **Owner/Member Indebted to Cooperative.** Service will not be supplied to any premises, if at the time of application for membership and/or service, the applicant is indebted to Cooperative for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Cooperative shall have been made. The Cooperative may require payment in full of all prior indebtedness before reconnecting or initiating service at the premises. If reconnection is necessary, the owner/member must have paid membership fees, pre-construction or post-construction tie-in fees, and a reconnection fee equaling actual cost, before the Cooperative will physically reconnect the system.
17. **Credit and Deposits.** The Cooperative may require a owner/member to satisfactorily secure payment of an account. If the Cooperative determines it is necessary, it may require a owner/member to deposit a security deposit deemed adequate by Cooperative. Such deposit may be kept by the Cooperative for any length of time, interest free, but must be returned to the owner/member at the termination of service if the owner/member has paid his or her final bill. If the owner/member has not paid in full, its, his or her final bill, it may be applied to applicable account balances. Any remaining balances due shall remain the responsibility of the owner/member.
18. **Right to Discontinue Service.** The Cooperative shall have the right to discontinue service for any of the following reasons or purposes:
- (a) Refusing access.
 - (b) Nonpayment of bills for gas or other services or fees when bills are due, and payable.
 - (c) Failure to furnish or maintain a required security deposit.
 - (d) Violation of any of these rules and regulations.

The Cooperative shall have the right to permanently discontinue service, and disconnect and remove from the premises of any owner/member, the meter and any other property belonging to the Cooperative for any of the following reasons or purposes:

- (e) Non-use of gas.
- (f) Fraudulent representation or practice.
- (g) Whenever deemed necessary by the Cooperative for safety reasons.
- (h) In the event of the filing of bankruptcy by the member, the failure of the member to provide a deposit in the amount equal to the two highest months of usage times the current gas rate, paid within 20 days of billing.

The Cooperative shall use the following discontinuance and termination procedures:

- i) Prior to the date of the proposed disconnection, the Cooperative shall mail a written notice to the owner/member, by regular U.S. first class mail, to the owner/member's last known address of its intention to disconnect service.
 - ii) The written notice shall state the reason for the proposed disconnection and the date of the proposed disconnection.
 - iii) The date of the proposed disconnection shall be on a weekday.
 - iv) To avoid disconnection, the owner/member must cure the reason for the proposed disconnection by no later than the last working or business day before the proposed disconnection date.
 - v) To reconnect gas service after disconnection, the owner/member must cure the reason for the proposed disconnection, pay the actual cost of reconnection, and ask the Cooperative for reconnection. The Cooperative will put forth its best efforts to reconnect the owner/member.
19. **Change of Owner/Member's Address.** When owner/member changes his address, he should give notice of his intent to do so to Cooperative prior to the date of change. The owner/member is responsible for all service supplied to the former premises until such notice has been received and Cooperative has had a reasonable time to discontinue service.
20. **Information Relative to Service.** Information relative to the service that will be supplied at a given location should be obtained from Cooperative. Cooperative will not be responsible for mistakes of any kind resulting from information given orally over the telephone. If a owner/member submits a written inquiry to the Cooperative, the Cooperative shall provide information to the owner/member and shall assist the owner/member in determining the most economical service for the owner/member.
21. **Change in Tenancy or Ownership.** At such time as the Cooperative is notified of a change of tenancy or ownership, whether such notice is given by the owner/member or otherwise, the Cooperative shall make a final meter reading, prepare and mail a final bill. The former owner/member is responsible for all service supplied to the premises until such notice has been received and Cooperative has had a reasonable time to make a final meter reading.

Transfer of uninterrupted service to a new owner/member will be permitted, upon request of either the former owner/member or the new owner/member occupant, providing the new owner/member applies for owner/membership and satisfactorily meets all Cooperative requirements for membership including payment of the membership fee.

Commencement of service to a new Owner/Member will not be delayed or denied by Cooperative if the new Owner/Member has not previously applied for membership. Any amounts owed for gas service at the time of transfer shall remain the former Owner/Member's liability.

22. **Lease/rental responsibility.** Building owner must apply and be approved as a owner/member of the Cooperative. As such, owner is responsible for payment of all bills for gas used by their tenants. Owner also agrees to make every attempt to keep Cooperative informed of change in tenants.

SECTION IV. - METERING AND BILLING

23. **Quantity of Gas Delivered by Meter.** Gas will be measured by a meter installed by the Cooperative, which shall be and remain the property of the Cooperative. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration. Bills shall reflect the meter registration. However, any mistakes in the reading of or the reporting of the meter registration or an incorrect meter registration shall not affect the liability for gas consumed as determined by a corrected reading of the registration. Line loss over the entire system shall be allocated on a pro-rata basis to all owner/member meters.

When the meter is not read the Cooperative may estimate the quantity of gas consumed and render a bill for such quantity.

All meters shall be tested at such intervals as deemed appropriate by the Cooperative. The meter shall be removed from the owner/member's premises for such test and a substitute meter, newly tested, shall be installed in its place. After the meter has been tested and before it is returned to service at the same or a different location, it shall be adjusted to be accurate within three percent (3%) plus or minus.

The Cooperative shall also test the meter at any time, at the request of the owner/member, using an industry-recognized method. Such test shall be performed in the presence of the owner/member if he so requests.

A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. If a meter proves to be registering correctly, trip charges will be charged owner/member in keeping with Section VII, Part (d).

During any previous 12 month period that incorrect registration can be established, the meter readings and bills based thereon shall be adjusted by the Cooperative owner/member on the basis of all available information concerning the use of gas by the owner/member. If, as the results of such adjustment, overpayments are shown to have occurred, the Cooperative shall reimburse the owner/member in the amount of such overpayments without interest. The Cooperative shall continue to supply gas to the owner/member and the owner/member shall pay the amounts billed, pending the adjustment.

24. **Backbilling.** In the event a residential owner/member is discovered to have had a "slow" or "defective" meter that is not the result of tampering, the Cooperative will

only backbill for up to one year from the time the meter inaccuracy is remedied. Such a backbill will calculate the difference between what the meter actually registered and what the meter should have registered had it been accurate.

25. **Billing Periods.** Bills shall be rendered regularly at monthly intervals but may be rendered more or less frequently at Cooperative's option. Non receipt of bills by owner/member does not release or diminish the obligation of owner/member with respect to payment thereof. Meters will ordinarily be read at monthly intervals but may be read more or less frequently at Cooperative's option.
26. **Payment of Bills.** Bills shall be paid by the owner/member by mail, to the office of the Cooperative. Any remittance received by mail at the office of the Cooperative bearing U.S. Postal Office cancellation date corresponding with or previous to the last date for the payment will be accepted by the Cooperative as within the payment period. Payments postmarked after the due date may be subject to a late-payment charge.
27. **Removal of Service by Cooperative.** At the option of the Cooperative, the Cooperative shall have the right to shut off the gas and to remove its property from the owner/member's premises and the Cooperative shall have the further right, independent of, or concurrent with, the right to shut off, to demand immediate payment for all gas theretofore, delivered to the owner/member and not paid for, which amount shall become due and payable immediately upon such demand, when the owner/member vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the owner/member, or the owner/member makes assignment for the benefit of creditors.
28. **Bill Format and Billing Procedure.** The Cooperative's bill rendered to owner/members monthly shall contain the following:
 - 1) name and address of the owner/member;
 - 2) name, address and telephone number of the Cooperative;
 - 3) whether the bill is based on a calculated or actual meter registration;
 - 4) the beginning and ending meter registrations;
 - 5) the period for which the service was rendered;
 - 6) the amount of sales tax charged;
 - 7) the total charges due on or before the due date and the total charges due after the due date;
 - 8) the amount of any previous unpaid account balances;
 - 9) any other credits or charges; and
 - 10) the due date of the bills.
29. **Reporting of Delinquent Accounts.** The Cooperative will report delinquent accounts to the appropriate credit bureau(s) and may use a collection agent to collect unpaid accounts.

SECTION V. - PHYSICAL PROPERTY

30. **Service Lines.** The general term “service line” is used to designate the complete line or connection from the Cooperative’s main up to and including the meter. It consists of two distinct parts, (a) the cooperative service line connection, and (b) the owner/member service line.

(a) Cooperative Service Line Connection

The Cooperative service line connection consists of the pipe and equipment necessary to extend from the main line to the curb valve. This connection shall be made by the Cooperative, or its representative, and it remains the property of the Cooperative.

(b) Owner/Member Service Line

The owner/member service line consists of the pipe from the outlet of the curb valve to and including the meter connection, or riser at the foundation. The owner/member shall own and maintain the owner/member service line and appurtenances. The Cooperative shall have the right to prescribe the size, location, and termination points of the owner/member’s service line and appurtenances. It is recommended that owner/member service lines be installed by a Cooperative approved contractor. **Owner/Member shall bear the sole risk and expense and agrees to hold Knox Energy harmless for the owner/member service line.** The Cooperative shall have no obligation to install, maintain, or repair said owner/member service line and appurtenances.

31. **Meter Furnished.** The Cooperative will furnish each owner/member with a meter of such size and type as the Cooperative may determine will adequately serve the owner/member’s requirements and such meter shall be and remain the property of the Cooperative and the Cooperative shall have the right to replace it as the Cooperative deems necessary.
32. **Meter Location.** The Cooperative shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Cooperative may require the owner/member, at the owner/member’s expense, to relocate the meter setting together with any portion of the owner/member’s service line necessary to accomplish such relocation.
33. **Only Cooperative Can Connect Meter.** The owner or owner/member shall not permit anyone who is not an authorized agent of the Cooperative to connect or disconnect the Cooperative’s meters, regulators, or gauges or in any way alter or interfere with the Cooperative’s meters, regulators, or gauges.
34. **House Piping.** The owner/member shall own and maintain the internal house piping from the outlet of the meter to gas-burning appliances. The Cooperative shall have no obligation to install, maintain, or repair said piping.

35. **Appliances.** The owner/member shall own and maintain all gas-burning appliances. The Cooperative shall have no obligation to install, maintain, or repair appliances.
36. **Standards for Owner/Member's Property.** The owner/member's service line, house lines, fittings, valve connections, and appliance venting shall be installed with materials and workmanship which meet the reasonable requirements of the Cooperative and shall be subject to inspection or test by the Cooperative. The Cooperative shall have no obligation to establish service until after such inspection and test demonstrate compliance with such requirements of the Cooperative with respect to the facilities in place at the time of the test.
37. **Discontinuance of Supply on Notice of Defect in Owner/Member's Property.** If the owner/member's service line, other gas lines, fittings, valves, connections, gas appliances, or equipment on a owner/member's premises are defective or in such condition as to constitute a hazard, the Cooperative, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the owner/member, in compliance with the reasonable requirements of the Cooperative.
38. **No Responsibility for Material or Workmanship.** The Cooperative is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in the owner/member's service line, house lines, fittings, valve connections, equipment, or appliances and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship. For work that was performed by the Cooperative, the Cooperative will warrant such material and workmanship for a period of 1 (one) year from the date such work was completed.
39. **Inspection of Altered Piping.** It shall be the duty of the owner/member to notify the Cooperative promptly of any additions, changes, alterations, remodeling, or reconstruction affecting gas piping on the owner/member's premises.
40. **Extension of Distribution Mains.** The Cooperative will extend its distribution mains (not to exceed two inches in diameter) on any dedicated street or highway without cost, up to but not more than, a distance of three hundred (300) feet for each owner/member applicant. Upon application for a domestic service extension of main in excess of three hundred (300) feet for each owner/member applicant, the Cooperative may enter into a line extension agreement providing for a payment with the Cooperative of a sum deemed adequate by the Cooperative to cover the cost to be incurred by it for that portion of the extension in excess of the footage's which the Cooperative will construct without cost to the owner/member applicant.

Where a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the Cooperative's expense, the owners or promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Cooperative the estimated cost of that portion of the main extension which is not deemed justified at the Cooperative's expense.

Where a main extension is requested for commercial or industrial purposes and all or part of such main extension is not deemed economically justified at the Cooperative's expense, the Cooperative shall require the Applicant or Applicants to enter into a line extension agreement and deposit with the Cooperative the estimated cost of that portion of the main extension which is not deemed economically justified at the Cooperative's expense, based on such study.

The Cooperative shall have no obligation to make any extensions during the months of December, January, February, or March. All extensions shall be the property of the Cooperative.

Where a main extension is deemed economically justified at the Cooperative's expense, no deposit need be required.

SECTION VI - GENERAL

41. The Cooperative reserves the right to modify, alter or amend the foregoing rules and regulations, to make such further and other rules and regulations as experience may suggest, and to adjust rates and charges to owner/members when the Cooperative may deem necessary or convenient in the conduct of its business. All owner/members will come under the standards for gas piping and appliance venting on owner/member's premises.
42. All of the foregoing rules and regulations shall apply to living units located in mobile home parks or similar installations. This shall apply particularly with regard to those sections of the rules and regulations dealing with, and setting standards for, piping within such living units and the venting of all appliances in which gas is used or burned.
43. The Cooperative acknowledges that as a provider of gas service to its owner/members, it is subject to and intends to abide by applicable gas pipeline safety regulations.
44. These rules and regulations shall not apply during periods of shortage in the supply of natural gas available to the Cooperative, to the extent that compliance by the Cooperative with such rules and regulations is precluded by the shortage in supply. During periods of shortage of supply to the Cooperative, restrictions on new service and curtailment of existing service may be imposed by the Cooperative when deemed in the best interest of its owner/members.
45. The Cooperative will not be responsible or liable for damages or injuries caused by the provision of gas service, a reduction in gas pressure, the deviation from a uniform gas pressure, or the interruption or curtailment of gas service. Each owner/member will hold the Cooperative harmless from any damages or injuries to owner/members or to third parties caused by the provision of gas service, the reduction in gas pressure, the deviation from uniform gas pressure, or the interruption or curtailment of gas service.

46. In the event any dispute between the Cooperative and a owner/member or owner/members cannot be resolved, the dispute shall be submitted to arbitration in Knox County. The arbitrator or arbitration panel shall not be authorized to award punitive or consequential damages, but may, if supported by a preponderance of the evidence, award direct and compensatory damages.

SECTION VII - RATES

GENERAL SERVICE RATE SCHEDULE

Applicable:

To all general service sales owner/members that take their full natural gas requirement from Knox Energy Cooperative Association. The Cooperative, acting through its Trustees, may change rates at any time.

Monthly Recurring Charges:

Owner/Members will be billed each month for gas service based upon the sum of the customer charge, the base rate charge, the cost of delivered gas and applicable state and local sales tax.

Customer Service Charge:

Each owner/member shall be charged a fixed amount per month per meter at the rates approved by the Board of Trustees regardless of any gas usage. **The monthly service fee shall commence when the meter is set or 12 months after the main line is tapped, whichever is sooner.** The Service Charge will escalate annually beginning January 1, 2000, at a rate of 3% (three percent) per year.

Commodity Charge:

Each owner/member will be charged a volumetric commodity charge (supply and delivery) per mcf or any part of a mcf used during a month. According to the rates approved by the Board of Trustees, in effect at the time of consumption by owner/member.

Discounted Rates to Large Volume Commercial Owner/Members by Contract:

When deemed appropriate by the Cooperative, the Cooperative may provide services to large volume commercial owner/members at discounted rates by contract.

Miscellaneous Charges:

The following charges shall apply to all classes of owner/members:

- (a) Reconnection Charge. If a service is reconnected after disconnection, a charge equaling actual cost shall be assessed.
- (b) Dishonored Check Charge. Whenever an owner/member pays a bill by check and the check is not honored by the bank, there may be a dishonored check charge assessed for each check returned. Such owner/member shall be charged twenty-five dollars (\$25) for processing the dishonored check.
- (c) Late Payment Charge. If a bill payment is not received by the Cooperative Offices or by the Cooperative's authorized agent on or before the specified due date, which shall be (14) fourteen days after the mailing of the bill, a one-time additional amount of ten (10%) of the amount of the bill will become due and payable as part of the owner/member's total obligation.
- (d) Trip Charges: Owner/Members will be charged actual cost per man hour for trips made to owner/member's property for emergency service (unless caused by leak or defect in Knox Energy lines or property); disconnection of service; reconnection of service; non-scheduled meter test and/or calibration (if requested by owner/member and if results are inside 3% variance); special request meter readings; and any similar trip requested by a owner/member.
- (e) Sales Tax.. The owner/member's charges will be subject to state and local sales tax or similar tax and the bill will reflect such charges for sales tax.
- (f) Assessment. The Cooperative may, on an as needed basis, assess the membership for the purposes of recovering losses due to non-paying owner/members or extraordinary unforeseen expenses which are incurred but have not been recouped through rates.
- (g) Amendments. Amendments to the Rules & Regulations will be made available upon request of owner/members.

These Amended Rules and Regulations governing the distribution and sale of gas for Knox Energy Cooperative Association, Inc. are hereby adopted this 1st day of October, 2005.


 Renee McDaniel, President

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 17-2002-EL-CSS

Summary: Text In the matter of the Complaint of Cynthia Wingo vs. Nationwide Energy Partners, LLC, et al electronically filed by Ms. Rebekah J. Glover on behalf of Ms. Cynthia Wingo