

**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

Gateway Lakes Acquisition LLC,  
c/o Borror Properties Management  
600 Stonehenge Parkway, 2<sup>nd</sup> Floor  
Dublin, Ohio 43017

and

Borror Properties Management, LLC,  
c/o Loribeth M. Steiner  
600 Stonehenge Parkway, 2<sup>nd</sup> Floor  
Dublin, Ohio 43017

Respondents.

Case No. 16-2401-EL-CSS

**SECOND AMENDED COMPLAINT**

In accordance with the September 11, 2017 Entry issued in this proceeding, for her Second Amended Complaint against Nationwide Energy Partners LLC, Gateway Lakes Acquisition LLC, and Borror Properties Management, LLC, Complainant Cynthia Wingo alleges and avers as follows:

## **PARTIES AND JURISDICTION**

1. Complainant is a former tenant of Gateway Lakes Apartments in Grove City, Ohio.
2. Respondent Nationwide Energy Partners, LLC (NEP) is a foreign limited liability company organized under the laws of Delaware.
3. Respondent Gateway Lakes Acquisition LLC (GL Acquisition) is a foreign limited liability company and, on information and belief, the owner of Gateway Lakes Apartments.
4. Borror Properties Management, LLC (Borror) is a domestic limited liability company. Borror provides property management services to the Gateway Lakes Apartments.
5. “Gateway Lakes Apartments” is the entity listed as the landlord on Complainant’s former lease. Upon information and belief, “Gateway Lakes Apartments” is a fictitious name pursuant to which one or more Respondents, individually or in concert with each other, conduct business.
6. This Complaint refers to NEP, GL Acquisition, and Borror, collectively, as the “Respondents.”
7. 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.”).

8. 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**

9. Complainant incorporates by reference the allegations of paragraphs 1 through 8 of this Complaint.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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).

29. 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.

30. 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.

31. 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.

32. 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.

33. NEP 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.

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

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

36. 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.

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

38. 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.

39. 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.

40. 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.



41. 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.

42. NEP has 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.

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

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

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

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

47. NEP is not otherwise listed on the rolls of the Commission as a public utility; has not applied to the Commission for exemptions from regulation as a public utility; and does not otherwise comply with any applicable provision of Title 49, Ohio Revised Code.

48. NEP has committed the acts alleged herein “knowingly,” as defined in R.C. 4928.01(A)(14).

49. Although not an essential element of any claim alleged herein, NEP has manifested an intent to be a public utility by availing itself of the benefits of public utilities.

50. Although not an essential element of any claim alleged herein, NEP makes its

services available to the general public.

51. Although not an essential element of any claim alleged herein, the provision of utility services by NEP is not ancillary to its primary business.

52. Although not an essential element of any claim alleged herein, but for the unlawful provision of services by NEP, 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.

53. Crawford Hoying Ltd., a domestic limited liability company, developed the Gateway Lakes Apartments in the early 2000s. Initially, Columbus Southern Power Company (CSP) provided retail electric service to individual tenants at the property. Each rental unit was separately metered.

54. In December 2010, the Respondents executed a CCSA.

55. In or around November 2011, CSP sold various transformers, conductors, and other electric distribution infrastructure to GL Acquisition LLC. CSP also installed a master meter at the property and established an electric service account for GL Acquisition under its GS-3 rate schedule.

56. The instrument conveying the sale of electric distribution infrastructure from CSP to GL Acquisition is signed on behalf of GL Acquisition by an officer of “Nationwide Energy Partners, LLC,” GL Acquisition’s “authorized agent.”

57. Following the sale of infrastructure in November 2011, residents of Gateway Lakes began receiving bills for electric, water, and sewer services from NEP.

58. Complainant moved into her apartment at Gateway Lakes in October 2013. A copy of her lease is attached as Exhibit A.

59. NEP did not send Complainant its first bill for utility service until late January, 2014. The amount of the bill was approximately \$650.

60. In inquiring about the amount of the bill, Complainant was informed that a water leak contributed to the large balance. Complainant also learned that NEP applied a \$150 security deposit, which had not been previously disclosed.

61. Complainant moved out of Gateway Lakes in June 2017. Her final bill shows a past due balance of \$4,106.98. On information and belief, at least half of this amount consists of penalties and late fees.

62. As shown in Exhibit B, the electric charges billed by the Respondents separately list the generation, transmission, and distribution components of retail electric service. The Respondents also levied a customer charge. Water and sewer charges are also broken-out into several components.

63. During her residence at Gateway Lakes, Complainant was threatened with disconnection of her utility services numerous times, and was actually disconnected at least four times, including twice during the months covered by the Commission's Winter Reconnect Order. But for the Complaint filed in December 2016, the Respondents would have disconnected Complainant a third time during the winter.

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

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

65. 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).

66. 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).

67. 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.

68. 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**

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

70. 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.

71. 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.

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

73. 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**

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

75. 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.*

76. Gateway Lakes is an electric load center located within the geographic boundaries of AEP’s certified territory.

77. By supplying or arranging for the supply of retail electric service to Gateway Lakes, Respondents are “electric suppliers” as defined in R.C. 4933.81(F).

78. 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**

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

80. 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).

81. 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.

82. 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.

83. 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**

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

85. 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.

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

87. 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.

88. 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**

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

90. 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.

91. 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**

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

93. 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.

94. 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**

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

96. 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.

97. 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.

98. 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**

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

100. 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.”

101. 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.

102. 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.

103. 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.

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

#### **COUNT X: VIOLATION OF MILLER ACT**

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

106. R.C. 4905.20 prohibits a public utility from abandoning service to customers, except as authorized by the Commission pursuant to application filed under R.C. 4905.21, otherwise known as the Miller Act.

107. To the extent the Commission finds that any Respondent was a public utility prior to the conversion to NEP, such Respondent(s) violated the Miller Act by abandoning service without prior Commission authorization.

#### **COUNT XI: PERSISTENT PRACTICE OR PATTERN OF VIOLATIVE CONDUCT**

108. Complainant incorporates by reference the allegations of paragraphs 1 through 107 of this Complaint.

109. 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.

110. 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.

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

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

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

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

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

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

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

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

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

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

121. 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);
- j. The public utility service currently rendered to Gateway Lakes is inadequate, inefficient, improper, insufficient, and should be substituted, in accordance with R.C. 4905.37.
- k. Respondents are authorized and directed to abandon service to Gateway Lakes, 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*

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(All counsel are willing to accept  
service by email)

## INSTRUCTIONS FOR SERVICE

TO THE DOCKETING DIVISION:

Please serve the Second Amended Complaint to the following:

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

Gateway Lakes Acquisition LLC  
c/o Borrer Properties Management  
600 Stonehenge Parkway, 2<sup>nd</sup> Floor  
Dublin, Ohio 43017

Borrer Properties Management, LLC  
c/o Loribeth M. Steiner  
600 Stonehenge Parkway, 2<sup>nd</sup> Floor  
Dublin, Ohio 43017

s/ Mark A. Whitt



## Apartment Lease Contract

Date of Lease Contract: October 22, 2013  
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

## Moving In -- General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):  
Cynthia Wingo

\_\_\_\_\_ and us, the owner:  
Gateway Lakes Apartments

(name of apartment community or title holder). You've agreed to rent Apartment No. 3737, at 3799 Gateway Lakes Drive (street address) in Grove City (city), Ohio, 43123 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors) in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 5 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 24th day of October, 2013, and ends at midnight the 30th day of September, 2014. This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days written notice of termination or intent to move-out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 299.00, due on or before the date this Lease Contract is signed.

5. **KEYS AND FURNITURE.** You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_. Your apartment will be [check one]:  
☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 714.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or  
☒ at our online payment site, or  
☐ at \_\_\_\_\_

Prorated rent of \$ 190.40 is due for the remainder of the [check one]:  
☒ 1st month or ☐ 2nd month, on \_\_\_\_\_

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00 plus a late charge of \$ \_\_\_\_\_ per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna  
☐ wastewater ☐ trash ☐ cable TV ☐ other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected-including disconnection for not paying your bills-until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] ☐ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ \_\_\_\_\_. If you or any member of your household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

**What You Are Now Requesting.** You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

- ☒ keyed deadbolt lock ☐ doorviewer  
☐ keyless deadbolt ☐ sliding door pinlock  
☐ sliding door bar

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

## Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

first late fee on the 4th second late fee  
on the 9th

See any additional special provisions.

11. **EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraphs 23 or 37; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

**Not a Release.** The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.**

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

**Storage.** We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for causality loss, damage, or theft.

## While You're Living in the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may also end your right of occupancy and recover damages, future rent, reletting charges, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 30 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
  - (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person, or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: 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 our 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 firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or *injuring our reputation by making bad faith allegations against us to others.*

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or



- (8) blocks another vehicle from e. or  
 (9) is parked in a fire lane or designated "no parking" area; or  
 (10) is parked in a space marked for other resident(s) or unit(s); or  
 (11) is parked on the grass, sidewalk, or patio; or  
 (12) blocks garbage trucks from access to a dumpster.
22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31, or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:
- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
  - (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5.

**Smoke Detectors.** We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and

return it to our representative. e. O. ise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not be abated in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, and our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. Except in the case of emergency or if it is impracticable to do so, we will provide you with reasonable notice of our intent to enter the apartment at reasonable times. Twenty-four hours is presumed to be reasonable notice. If no one is in the premises, and request has been made for repairs and/or entry by you, it is presumed that your request is authorization for us to enter at reasonable times by duplicate or master key. We reserve the right to enter by other means if locks have been changed in violation of the lease.

Ohio Law prohibits you from unreasonably withholding consent for us to enter into the apartment when entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector

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batteries; retrieving unreturned equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose

of determining housing and zoning compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. *Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants.* Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents.

### Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

32. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20.

**Eviction.** If you default, we may end your right of occupancy by giving you a 3-day written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Acceleration.** All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease

term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

### General Clauses

33. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or

superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

**WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**Obligation to Vacate.** Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

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34. **PAYMENTS.** Payment of all sums . . . . . covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **ASSOCIATION MEMBER.** We . . . . . ent that either: (1) we or (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

### Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

#### PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are insecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

15. Lock your doors while you're gone. Lock any doorhandle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

#### PERSONAL SECURITY--WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

#### PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

#### PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

### When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

**YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.** Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing abandoned property; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; plus attorney's fees for violation of R.C. 5321.05, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of the rental agreement and delivery of possession.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid and you have provided us in writing with a written forwarding address or new address.

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Surrender, abandonment, or judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures-one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- ☒ Animal Addendum
- ☐ Inventory and Condition Form
- ☒ Mold Addendum
- ☐ Enclosed Garage Addendum
- ☒ Community Policies Addendum
- ☐ Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- ☐ Notice of Intent to Move Out Form
- ☒ Parking Permit or Sticker (quantity: 1 )
- ☒ Satellite Dish or Antenna Addendum
- ☐ Asbestos Addendum (if asbestos is present)
- ☐ Lead Hazard Information and Disclosure Addendum (federal)
- ☒ Utility Addendum
- ☐ Remote Control, Card or Code Access Gate Addendum
- ☒ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

You are legally bound by this document.  
Read it carefully before signing.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

3799 Gateway Lakes Drive

Grove City, Ohio 43123

(614) 801-0020

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) 10/22/2013

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2).



### LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1. **Addendum.** This is an addendum to the Apartment Lease Contract executed on October 22, 2013, by you, the resident(s), Cynthia Wingo

for the dwelling you have agreed to rent. That dwelling is:  
Apt. # 3737 at Gateway Lakes  
Apartments

(name of apartments) located at 3799 Gateway Lakes  
Drive  
(street address) in Grove City, OH 43123

2. **Concession/Discount Agreement.** As consideration for your agreement to remain in your apartment and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

[Check all that apply]

☒ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$ 190.40. This Concession will be credited to your rent due for the month(s) of:

☐ **Monthly Discount/Concession.** The rent indicated in Paragraph 6 of the Lease Contract includes a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate for your apartment.

☒ **Other Discount/Concession.** You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:  
November rent free

3. **Concession Cancellation and Charge-Back.** The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all [Check all that apply]

- ☐ Concessions  
☐ Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

4. **Market Rent.** The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

5. **Special Provisions.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Resident or Residents

[All residents must sign here]

Cynthia Wingo

Owner or Owner's Representative

[signs here]

Date of Lease Contract

October 22, 2013

Cynthia Wingo





## LEASE CONTRACT BUY-OUT AGREEMENT

1. This is a Buy-Out Agreement of the Apartment Lease Contract executed on October 22, 2013, by you, the resident(s), Cynthia Wingo

for the dwelling you have agreed to rent. That dwelling is: Apt. # 3737 at Gateway Lakes Apartments

(name of apartments) located at 3799 Gateway Lakes Drive  
(street address) in Grove City, OH 43123

2. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early--subject to any special provisions in paragraph 8 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.
3. **Buy-Out Procedures.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:
- (a) you give us written notice of buy-out at least 30 days prior to the new termination date (i.e., your new move-out date), which (check one) ☒ must be the last day of a month or ☐ may be during a month;
  - (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
  - (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
  - (d) you are not in default under the Lease Contract on the new termination date (move-out date);
  - (e) you move out on or before the new termination date and do not hold over;
  - (f) you pay us a buy-out fee (consideration) of \$ 1428.00
  - (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
  - (h) you comply with any special provisions in paragraph 8 below.
4. **When payable.** The buy-out fee in paragraph 3(f) is due and payable no later than 5 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ \_\_\_\_\_ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.
5. **Showing unit to prospective residents.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.
7. **Miscellaneous.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent--even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.
8. **Special provisions.** Your right of buy-out (check one) ☐ is or ☐ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supercede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident or Residents  
[All residents must sign]

Cynthia Wingo

Owner or Owner's Representative  
[signs below]

Melissa Lynn

Date of Lease Contract

October 22, 2013



## UTILITY ADDENDUM



This Utility Addendum is incorporated into the Apartment Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated October 22, 2013 between Gateway Lakes Apartments

located at 3799 Gateway Lakes Drive ("You" and/or "you") of Apt. No. 3737  
Grove City, OH 43123 (street address) in

To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

b) **Sewer** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

c) **Gas** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

d) **Trash** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☒ If flat rate is selected, the current flat rate is \$ 5.00 per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

e) **Electric** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

f) **Stormwater** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

g) **Cable TV** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

h) **Master Antenna** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

i) **Internet** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

j) (Other) \_\_\_\_\_ service to your apartment and costs will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula:  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

#### METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use  
 "2" - Calculation of your total water use based on sub-metering of hot water  
 "3" - Calculation of your total water use based on sub-metering of cold water  
 "4" - Flat rate per month  
 "5" - Allocation based on the number of persons residing in your apartment unit  
 "6" - Allocation based on the number of persons residing in your apartment unit using a ratio occupancy formula  
 "7" - Allocation based on square footage of your apartment unit  
 "8" - Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit  
 "9" - Allocation based on the number of bedrooms in your apartment unit  
 "10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. Furthermore, we will deduct an amount that is representative of the common area usage at your property which will not be allocated to residents. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you.

Cynthia Wingo



## Bed Bug Addendum

Date: October 22, 2013  
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **LEASE CONTRACT.** This is an addendum to the NAA Lease Contract executed on October 22, 2013, by you, the resident(s), Cynthia Wingo

for the dwelling you have agreed to rent. That dwelling is: Unit # 3737 at Gateway Lakes Apartments

(name of apartments) located at 3799 Gateway Lakes Drive  
(street address) in Grove City, OH 43123

2. **PURPOSE.** This Addendum modifies the Lease Contract and address situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

3. **INSPECTION.** You agree that you: (Check one)  
☐ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR  
☐ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

4. **INFESTATIONS.**

You agree that you have read the information on the back side of this addendum about bed bugs and: (Check one)

- ☐ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR  
☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known

infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. **NOTIFICATION.** You must promptly notify us:
- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
  - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
  - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
8. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
9. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

**Bed bugs don't discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

**Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

**Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

**Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents  
(All residents must sign)

*Cynthia Wingo*

Owner or Owner's Representative  
(Signs below)

*Melissa Lynn*

Date of Signing Addendum

*10/24/13*

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

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Cynthia Wingo



You agree that Owner, by submetering or otherwise allocating these charges (via ratio billing systems or other method) is not assuming the role of a utility provider. You also agree that all concerns about the quality of the allocated utility shall be directed to the actual service provider and that owner is not responsible for any utility regulatory compliance.

3. When billed by us directly or through our billing company, you must pay utility bills within 15 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill in full, or failure to maintain service of any required utility during the entire tenancy, or if your utilities are disconnected and placed back into our name at any time before the last day of the term, is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility bill or a set-up or initiation fee by our billing company, you shall pay such fees as indicated below.
- Billing Fee: \$ \_\_\_\_\_ (not to exceed) € \_\_\_\_\_

Billing Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Late Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)  
 \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Set-up Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ \_\_\_\_\_.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

10. The following special provisions and any addenda or written rules furnished to you at or ~~before~~ signing will ~~become~~ a part of this Utility Addendum and will supercede any conflicting provisions of this printed Utility Addendum and/or the Apartment Lease Contract.

Resident Signature

Resident Signature

Resident Signature

Resident Signature

## Management

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Cynthia Wingo



# **APARTMENT LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA**



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 apartment, 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 to the Apartment Lease Contract executed on October 22, 2013 by you, the resident(s), Cynthia Wingo

for the dwelling you have agreed to rent. That dwelling is: Apt. # 3737 at Gateway Lakes Apartments  
(name of apartments) located at 3799 Gateway Lakes Drive  
(street address) in Grove City, OH 43123

2. **Number and size.** You may install 0 satellite dish(es) or antenna(s) 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 an area that other residents are allowed 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) 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 us 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 jams, 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 jam 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 us in writing.
6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will 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 dwelling. In accordance with the NAA Lease Contract, 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. You will not be responsible for normal wear.

9. **Liability insurance.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$\_\_\_\_\_, which is an amount reasonably determined by us 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 becoming unattached and falling on someone, etc.

10. **Security Deposit.** An additional security deposit of \$\_\_\_\_\_ will be charged. We ☒ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract ☒ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

11. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

13. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Each building has a Satellite Dish attached. Service must be used from this dish.

Resident or Residents  
(All residents must sign here)

Cynthia Wingo

Owner or Owner's Representative  
(signs here)

Melissa Lynn

Date of Lease Contract

October 22, 2013





## Animal Addendum

Becomes part of Lease Contract

Date: October 22, 2013  
(when this Addendum is filled out)

**Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.**

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION.** Apt. No. 3737,  
3799 Gateway Lakes Drive (street address)  
in Grove City (city),  
Ohio, 43123 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**

Lease Contract date: October 22, 2013  
Owner's name: Gateway Lakes Apartments

Residents (list all residents): Cynthia Wingo

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. **CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. **ANIMAL DEPOSIT.** An animal deposit of \$ \_\_\_\_\_ will be charged. We [check one] ☐ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one] ☐ does, or ☐ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00. The monthly rent amount in Provision 6 of the Lease Contract [check one] ☐ includes ☐ does not include this additional animal rent.

6. **ADDITIONAL FEE.** You must also pay a one-time fee of \$ 0.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. **LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. **DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License no.: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License no.: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

10. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

11. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_
- Outside, the animal may urinate or defecate *only* in these designated areas: In grass areas
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
  - Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
  - You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
  - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
12. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
13. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
14. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
15. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
- abandoned the animal;
  - left the animal in the dwelling unit for an extended period of time without food or water;
  - failed to care for a sick animal;
  - violated our animal rules; or
  - let the animal defecate or urinate where it's not supposed to.
- In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.
16. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.
- As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.
17. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We--not you--will arrange for these services.
18. **MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
19. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents  
(All residents must sign)

*Cynthia Wingo*

Owner or Owner's Representative  
(Signs below)

*Melissa Lynn*  
10/24/13

Cynthia Wingo

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Please note: It is our goal 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. That is why this addendum contains important information for you, and responsibilities for both you and us.

- (name of apartments) located at 3799 Gateway Lakes Drive  
(street address) in Grove City, OH 43123

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

- 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. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.

- 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 and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the 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 and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.

- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

4. **IN ORDER TO AVOID MOLD GROWTH**, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged 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;

5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), 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 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), 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 oils 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 from clothes.

6. **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 us in writing, and we will take appropriate action.

7. **COMPLIANCE.** Complying with this addendum 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 questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

October 22, 2013

# COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Gateway Lakes Apartments  
Resident(s): Cynthia Wingo  
Apartment No./Address: #3737, 3799 Gateway Lakes Drive  
Lease Date: 10/22/2013

## I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

## II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

### IN CASE OF EMERGENCY DIAL 911

## III. FITNESS CENTER. This Community ☐ DOES; ☒ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management 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 Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_

## IV. PACKAGE RELEASE. This Community ☒ DOES; ☐ DOES NOT accept packages on behalf of Residents.

*For communities that do accept packages on behalf of its Residents:*

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

## V. BUSINESS CENTER. This Community ☐ DOES; ☒ DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Children under the age of \_\_\_\_\_ must be accompanied by a Resident who is that child's parent or legal guardian.

## VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.

- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

- VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
  - No person shall knowingly maintain a fire hazard.
  - Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 20 feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
  - Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
  - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
  - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
  - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

- VIII. EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Apartment, and give Resident instructions for the preparation of the Apartment and safe contact with insecticides. Residents will be responsible to prepare the Apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO  
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO  
EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Apartment Lease Contract or any other addenda to the Apartment Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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I have read, understand and agree to comply with the preceding provisions.

Resident *Cynthia Wingo* Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Owner Representative

*Melissa Lynn*

Date *10/24/13*

Revised 4/2010, Ohio

Cynthia Wingo





## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards, activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC  
4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban  
Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD  
451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
September 2013

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17

## IMPORTANT!

Lead From Paint, Dust, and Soil in and  
Around Your Home Can Be Dangerous if  
Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

◆ Ohio Department of Health-877/668-5323

◆ EPA Region 5 Office (includes Ohio)-312/886-7836

◆ HUD Healthy Homes and Lead Hazard Control-202/755-1785  
◆ CPSC-800/638-2772 ◆ National Lead Information Center-800/424-5323

### FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT HAZARDS

**LEAD WARNING STATEMENT** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention.

**LEAD-FREE HOUSING** If the housing unit has been certified as "lead free" according to 24 C.F.R. Section 35.82 or is not target housing according to 24 C.F.R. Section 35.86, the lead-based paint hazard disclosure requirements do not apply, and therefore, it is not necessary to provide this addendum or a lead-based paint warning pamphlet and lead-based paint disclosure statement to the lessee (resident).

#### LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check only one box).

- ☒ Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Known that lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Records and reports available to lessor (check only one box).

- ☐ Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents).

#### AGENT'S ACKNOWLEDGMENT (Initial)

If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws.

#### LESSEE'S ACKNOWLEDGMENT (Initial)

Lessee acknowledges the receipt of a copy of a federally approved pamphlet on lead poisoning prevention and all records or reports listed above.

#### ACCURACY CERTIFICATIONS

The parties named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be the owner himself or herself, an employee, officer or partner of the owner, or a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be the agent himself or herself, or an employee, officer or partner of the agent if such person is authorized to sign for the agent.

**Gateway Lakes Apartments, 3799 Gateway Lakes Drive #3737**

Apartment name & unit number OR street address of dwelling

**Grove City**  
City

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

**Gateway Lakes Apartments**

**McKinley**

Printed name of LESSOR (owner) of the dwelling

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Signature of person signing on behalf of above LESSOR \_\_\_\_\_ Date \_\_\_\_\_

Signature of person signing on behalf of above AGENT, if any \_\_\_\_\_ Date \_\_\_\_\_

Ohio/National Apartment Association Official Form F-13 (Sheets 1 and 2), October 2013



# BORROR PROPERTIES

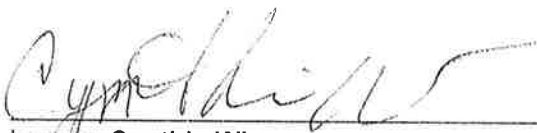
## BLOCK WATCH LEASE ADDENDUM

### APARTMENTS MANAGED BY BORROR PROPERTIES MANAGEMENT, LLC

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including but not limited to drug-related criminal activity, on or near the said premises. "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 by Section 102 of the Controlled Substance Act [21 U.S.C. 802])
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the said premises.
3. Resident or members of resident's household will not permit the dwelling unit to be used for or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individuals engaging in such activity is a member of the household or a guest.
4. Resident, any member of the resident's household, a guest, or another person under the resident's control shall not engage in unlawful manufacturing, selling, use, storage, keeping, or giving of a controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person in the resident's control shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal gang activity as defined in A.R.S. 13-105 and 13-2308 threatening or intimidating as prohibited in A.R.S. 13-1202 assault as prohibited in A.R.S. 13-1203 including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage as defined in A.R.S. 33-1368
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violations and material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Resident.

This addendum is entered into and agreed upon this 13th day of February, 2015.

  
Lessee: **Cynthia Wingo**

Lessee:

Lessee:

  
Borror Properties: Agent for Owner

# BORROR PROPERTIES


## Early Termination Addendum

The following terms and conditions must be met to terminate a lease with Borrور Properties

- Verify that account is current and agree on a firm move-out date
- Occupy current apartment for a minimum of six months
- Pay all outstanding balances in full (including past due rent, late fees, utilities, pet fees, pet rent, damage, and miscellaneous charges)
- Provide 60 days written notice to vacate
- Agree to pay rent (and all utilities) up through the move-out date
- Agree to return the apartment in good condition (damages above normal wear and tear will be billed directly)
- Be approved by the management company for eligibility to terminate the lease early
- Pay the contract buyout fee (non-negotiable) in the form of a cashier's check or money order 30 days prior to move-out
  - 1 Bedroom - \$ 1,500.00
  - 2 Bedroom - \$ 2,000.00
- Repay any concession granted at move-in (see concession addendum signed with the lease)

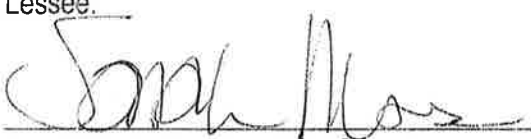
If any of the above terms are not met, Lessee is responsible for all monies owed through the entire lease term. The Lessee hereby agrees to all terms and conditions contained herein.

This addendum is entered into and agreed upon this 13th day of February, 2015.

  
\_\_\_\_\_  
Lessee: **Cynthia Wingo**

\_\_\_\_\_  
Lessee:

\_\_\_\_\_  
Lessee:

  
\_\_\_\_\_  
Borrور Properties: Agent for Owner

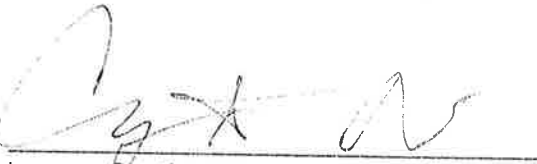
# BORROR PROPERTIES

## No Pet Agreement

It is hereby agreed by and between the Lessor, Borrer Properties, and the Lessee, Cynthia Wingo at 3737 Gateway Lakes Dr, City of Grove City, County of Franklin, Ohio, that the Lessor will have no pet and that they have no future intent to possess a pet during the term of their residency.

The undersigned also understands that pets are permitted on the property, as designated by the Lessor, and require additional fees.

This addendum is entered into and agreed upon this 13th day of February, 2015.

  
Lessee: Cynthia Wingo

Lessee: \_\_\_\_\_

Lessee: \_\_\_\_\_

  
Borrer Properties: Agent for Owner

# BORROR PROPERTIES

## Mold and Mildew Prevention Addendum

This Mold and Mildew Prevention Addendum (the "addendum") dated 02/13/2015 is attached to and made part of the Lease and any renewals for the premises commonly known as 3737 Gateway Lakes Dr, City of Grove City, County of Franklin, Ohio, between Borrور Properties, hereinafter the Lessor, and Cynthia Wingo hereinafter jointly and severally the Lessee, agree that the covenants, requirements, and agreements contained herein are binding as though they were contained within the lease.

Lessee acknowledges that it is necessary for Lessee to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Lessee agrees to clean and dust the unit on a regular basis and remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Lessee agrees not to block or cover any of the heating ventilation or air-conditioning ducts in the unit. Lessee also agrees to immediately report to the managers offices in writing (1) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or any other common area; (2) any evidence of mold or mildew like growths that cannot be removed by simply applying a household cleaner or wiping the area. Lessee further agrees that Lessee will be responsible for damage to the unit and the property as well as injury to residents and occupants resulting from Lessee's failure to comply with the terms of this addendum.

In the event of any conflict of any terms of this addendum and the terms of the lease, the terms of this addendum shall control.

You are required to report immediately in writing any type of mold growth in your apartment.

This addendum is entered into and agreed upon this 13th day of February, 2015.

  
Lessee: **Cynthia Wingo**

Lessee:

Lessee:  
  
Borrор Properties: Agent for Owner

# BORROR PROPERTIES

## Utilities Confirmation Form

Resident Name (1): **Cynthia Wingo**

Resident Name (2):

Resident Name (3):

Address: **3737 Gateway Lakes Dr**  
**Grove City, OH 43123**

Move-In Date: **02/13/2015**

Gas Confirmation Number: **N/A**

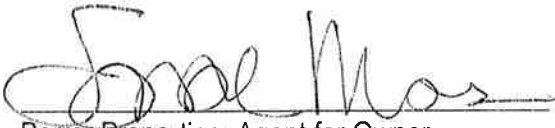
I verify that this information is correct and the utilities in my apartment are in my name as of my move-in date above. I realize and give permission for **Gateway Lakes** to call the utility company and put the service in my name if I do not.

This addendum is entered into and agreed upon this **13th** day of **February, 2015**.

  
\_\_\_\_\_  
Lessee: **Cynthia Wingo**

\_\_\_\_\_  
Lessee:

\_\_\_\_\_  
Lessee:

  
\_\_\_\_\_  
Borror Properties: Agent for Owner

# BORROR PROPERTIES

## Community Lease Addendum

### Package Acceptance

The Gateway Lakes leasing office will accept any UPS, FedEx, or any other delivery company deliveries for residents if they are unavailable to accept them. Please note the following regarding package acceptance at our office. Due to limited storage space, all packages must be picked up within 72 hours after delivery. Arrangements need to be made to pick up packages during our normal office hours. The staff of Gateway Lakes and its management company does not accept any responsibility for lost, misplaced, or damaged packages.

### Patios

To maintain the appearance of our community, we ask that residents refrain from placing or storing bicycles, moving boxes, trash bags, etc. on the patios. The only items that should be kept on patios would include patio grills, outdoor furniture, live plants, and seasonal or holiday decorations when appropriate. The management of Gateway Lakes reserves the right to provide residents with written notification asking them to remove any questionable or unsightly items from the outside of the apartment.

### Painting

If at any time you choose to paint any interior walls inside the apartment, please be aware that at time of move out you must repaint the walls with a primer only, or be charged all applicable additional painting charges.

### Vinyl Flooring

Please be aware that damp rugs left on vinyl flooring in the apartment can cause a permanent discoloring of the vinyl surface. If this discoloration occurs be advised that the resident will be charged for the damage upon vacating the apartment.

My signature below indicates that I have read, understood, and agreed to abide by the provisions listed above.

This addendum is entered into and agreed upon this 13th day of February, 2015.



Lessee: **Cynthia Wingo**

Lessee:

Lessee:



Borror Properties: Agent for Owner

# BORROR PROPERTIES

## Bed Bug Addendum

This Bed Bug Addendum is agreed by and between the Lessor, Borrer Properties, and the Lessee, **Cynthia Wingo** at **3737 Gateway Lakes Dr.** This Bed Bug Addendum acknowledges the following covenants, requirements, and agreements between the Lessor and Lessee:

\_\_\_\_ Lessor has inspected the apartment prior to move-in on **02/13/2015** and is not aware of an existing bed bug infestation.

*CW* Lessee **has not** previously experienced or been subjected to bedbugs and agrees that all furnishings and personal items to be moved into the leased premises are free of bed bugs.

*CW* In the event of an infestation, Lessee agrees to treatment by a licensed pest control professional, approved by the Lessor, at the expense of the Lessee; this includes expenses relating to bed bug treatment both during and after tenancy, as well as treatment of adjacent apartments if necessary.

\_\_\_\_ Lessee **has** previously been exposed to bed bugs, but personal property and furniture were treated by a licensed professional and is 100% free from infestation.

**Date(s):** \_\_\_\_\_ **Location(s):** \_\_\_\_\_  
**Treatment Description (include name & phone number of licensed pest control company):**  
 \_\_\_\_\_  
 \_\_\_\_\_

*CW* If Lessee suspects that personal items may still be infested prior to move-in; the Lessor will terminate the lease agreement immediately and issue a full refund to the Lessee.

*CW* Lessee agrees to promptly notify the Lessor of any known or suspected bed bug infestation.

*CW* Lessee agrees to fully cooperate with the Lessor and licensed pest control professionals in order to inspect and/or treat bed bugs. This includes treatment preparation and following up, which is at the sole discretion of the licensed pest control professional and management.

This Addendum is entered into and agreed upon this **13th** day of **February, 2015**.

*Cynthia Wingo*  
 Lessee: **Cynthia Wingo**

Lessee:

Lessee:

*[Signature]*  
 Borrer Properties: Agent for Owner



# BORROR PROPERTIES

## Smoke-Free Lease Addendum

This Smoke-Free Lease Addendum dated 02/13/2015 is attached to and made part of the Lease and any renewals for the premises commonly known as 3737 Gateway Lakes Dr City of Grove City, Franklin County, Ohio, between Borror Properties, hereinafter the Lessor, and Cynthia Wingo severally the Lessee, agree that the covenants, requirements, and agreements contained herein are binding as though they were contained within the lease.

### Purpose

This addendum is entered between the parties with the intention to mitigate the risk of fire, limit the adverse health effects of secondhand smoke, and reduce maintenance and cleaning expenses.

### Smoke-Free Policy

Lessee agrees and acknowledges that smoking indoors is strictly prohibited; this includes the inside of apartments, the fitness center, laundry rooms, and clubhouse. Smoking while at the pool is also prohibited. Residents may smoke outdoors (this includes patios) but must use proper disposal so as to maintain a sanitary and safe environment. If a resident breaches the smoke-free policy they will be fined \$1000 and billed for any maintenance and/or cleaning associated with smoking (including smoke odors).

### Definition of Smoking

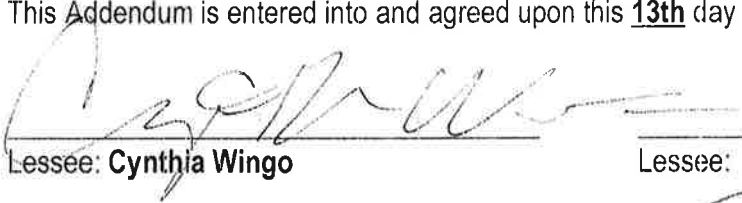
Smoking includes any lighted cigarette, cigar, pipe, or any other product containing any amount of tobacco or other similar lighted product.

### Disclaimer

Lessee acknowledges that current residents residing in the community under a prior lease will not be required to cease smoking within their apartments. As current residents move out, the smoke-free rule will become effective for their apartments. While Borror Properties shall take all necessary steps to implement the smoke-free policy, the lessor does not warrant that the community will be free from secondhand smoke.

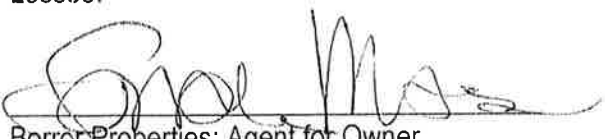
My signature below indicates that I have read, understood, and agreed to abide by the provisions listed above.

This Addendum is entered into and agreed upon this 13th day of February, 2015.

  
Lessee: **Cynthia Wingo**

Lessee:

Lessee:

  
Borror Properties: Agent for Owner

# BORROR PROPERTIES

## Lease Renewal Addendum

The lease dated 06/01/2015 the premises commonly known as 3737 Gateway Lakes Drive between Borrer Properties, hereinafter the Lessor and hereinafter jointly and severally the Lessee Cynthia Wingo agree that the covenants and agreements contained herein are binding as though they were contained within the lease.

It is further agreed that any addendums made to the previous lease shall be brought forward and made a part of this new lease agreement.

The Lessor and Lessee do hereby agree to renew the lease subject to the following terms:


1. Term: The term of the renewal will be for Six months, beginning on the 1<sup>st</sup> of June, 2016 and expiring on the 30<sup>th</sup> of November, 2016.
2. Rent: The Lessee agrees to pay to the Lessor as rent, the sum of Four Thousand Four Hundred Four Dollars (\$4,404.00) at the rate of Seven Hundred Thirty Four Dollars (\$734.00) per month which includes a \$5.00 trash fee, \$0.00 pet rent, \$0.00 garage rent, and \$0.00 washer/ dryer rent to be paid in advance of the first day of the month during said term.
3. Effective with this lease renewal any item returned by the bank due to insufficient funds will be charged a fee of \$40.00. In addition, a late fee in the amount of \$50.00 will be assessed to your account if your rent is not paid in full prior to the 2<sup>nd</sup> of the month and an additional \$50.00 late fee will be assessed if not paid in full prior to the 7<sup>th</sup> of the month. **MOVING OUT: Lessee agrees to notify Lessor in writing at least sixty (60) days in advance of the lease termination date.**

❖ **IMPORTANT!** If you have set-up Resident Hub online to automatically pay your rent every month, you will need to renew your Resident Hub account, with the new lease term. If not, automatic payments will not be made, once the lease expiration date arrives. Please visit [www.residenthub.com](http://www.residenthub.com) in order to do this.

This addendum is entered into and agreed upon this 1<sup>st</sup> day of June, 2016.

  
Lessee: Cynthia Wingo

\_\_\_\_\_  
Lessee:

  
Borrer Properties: Agent for Owner

\_\_\_\_\_  
Lessee:

File: Corporate Office  
Resident File

Gateway Lakes Apartments



# BORROR PROPERTIES

## Lease Renewal Addendum

The lease dated 06/01/2015 the premises commonly known as 3737 Gateway Lakes Drive between Borrer Properties, hereinafter the Lessor and hereinafter jointly and severally the Lessee Cynthia Wingo agree that the covenants and agreements contained herein are binding as though they were contained within the lease.


It is further agreed that any addendums made to the previous lease shall be brought forward and made a part of this new lease agreement.

The Lessor and Lessee do hereby agree to renew the lease subject to the following terms:

1. Term: The term of the renewal will be for Twelve months, beginning on the 1<sup>st</sup> of June, 2015 and expiring on the 31<sup>st</sup> of May, 2016.
2. Rent: The Lessee agrees to pay to the Lessor as rent, the sum of Eight Thousand Six Hundred Eighty Eight Dollars (\$8,688.00) at the rate of Seven Hundred Twenty Four Dollars (\$724.00) per month which includes a \$5.00 trash fee, \$0.00 pet rent, \$0.00 garage rent, and \$0.00 washer/ dryer rent to be paid in advance of the first day of the month during said term.
3. Effective with this lease renewal any item returned by the bank due to insufficient funds will be charged a fee of \$40.00. In addition, a late fee in the amount of \$50.00 will be assessed to your account if your rent is not paid in full prior to the 2<sup>nd</sup> of the month and an additional \$50.00 late fee will be assessed if not paid in full prior to the 7<sup>th</sup> of the month. **MOVING OUT:** Lessee agrees to notify Lessor in writing at least sixty (60) days in advance of the lease termination date.

❖ **IMPORTANT!** If you have set-up Resident Hub online to automatically pay your rent every month, you will need to renew your Resident Hub account, with the new lease term. If not, automatic payments will not be made, once the lease expiration date arrives. Please visit [www.residenthub.com](http://www.residenthub.com) in order to do this.

This addendum is entered into and agreed upon this 1<sup>st</sup> day of June, 2015.

  
Lessee: Cynthia Wingo

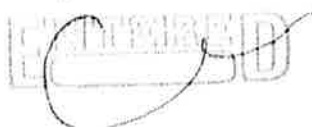
Lessee:

  
Borrer Properties: Agent for Owner

Lessee:

File: Corporate Office  
Resident File

Gateway Lakes Apartments



# BORROR PROPERTIES

## Rental Agreement

READ CAREFULLY. THIS IS A LEGAL AND BINDING CONTRACT.

By this agreement dated 02/13/2015 between Gateway Lakes Acquisition, LLC, Owner, Borrer Properties, Agent, hereinafter designated Lessor, and Cynthia Wingo hereinafter designated Lessee, whether one or more than one, Lessor hereby leases to Lessee the premises located at 3737 Gateway Lakes Dr, City of Grove City, Franklin County, Ohio, to be used and occupied solely by Lessee, and such other persons as are named in the Rental Application submitted by Lessee, as a private residence and for no other purpose, for a period of Three months beginning on 03/01/2015 and ending 05/31/2015, unless sooner terminated as hereinafter provided.

**RENT:** Lessee agrees to pay to Lessor as rent for said premises; the sum of Two Thousand One Hundred Seventy Two Dollars (\$2172.00) at the rate of \$724.00 per month which includes a \$5.00, trash fee \$0 pet rent, \$0 garage rent, and \$0 washer/dryer rent to be paid in advance of the first day of each month during said term. All payments of rent shall be mailed to: **Borrer Properties 600 Stonehenge Pkwy 2<sup>nd</sup> Floor Dublin, Ohio 43017** or at such other place as Lessor may hereinafter designate in writing.

**EARLY OCCUPANCY:** In the event that Lessee shall occupy said premises prior to the beginning of the term set forth herein, a rental of \$N/A shall be payable in advance and shall cover the period from N/A to N/A. Such occupancy shall be in accordance with the covenants and agreements herein set forth.

**RENTAL PAYMENTS:** Lessee agrees to pay by check, cashiers check, or money order the stipulated rent in advance and agrees that the acceptance by Lessor's Agent of payments after the due date shall in no manner constitute a waiver of Lessor's rights in the event of Lessee's failure to make rental payments as herein prescribed and agreed, nor will it be considered as a change in the date upon which Lessee is required to pay said rent. **A late fee in the amount of \$50.00** will be assessed to your rental account if not paid in full prior to the 2<sup>nd</sup> of the month and an **additional \$50.00 late fee** will be assessed if not paid in full prior to the 7<sup>th</sup> of the month. **A charge of \$40.00** will be made for each item returned by the bank due to insufficient funds. If an item is returned to Lessor for insufficient funds, Lessor may demand all future payments be made by cashier's check, certified check or money order.

**RENTAL AGREEMENT RENEWAL:** Unless written notice is given by either party at least **60 days prior to the expiration of the Rental Agreement**, then this Agreement shall automatically renew for one month under the same terms and conditions and shall continue to renew itself for one month periods until written notice is given by one party to the other not less than 60 days prior to the end of any one month period.

**SECURITY DEPOSIT:** Lessor acknowledges the payment of a Security Deposit in the amount of \$299.00 which may be used by Lessor at the time the unit is vacated toward reimbursement of the cost of repairing intentional or negligent damages **or any damages above ordinary wear and tear** to the premises caused



# BORROR PROPERTIES

by the Lessee, his family, or guests, or charges for cleaning not performed, unpaid rent or other charges owed by Lessee. Lessor agrees the balance, after payment of items as provided for above, shall be returned to the Lessee **within 30 days** after Lessee vacates the premises **and the lease agreement terminates**. (Returning control of the premises to the Lessor and providing the Lessor with a forwarding address). **The Security Deposit is not an advance of payment of rent and does not relieve Lessee from obligation to pay rent, including rent for the last month of occupancy.**

**INSPECTION:** Lessee acknowledges that the premises, including all appliances and fixtures provided, are in good condition and repair unless otherwise specified in writing attached. Hereto, Lessee further agrees that no representation as to the condition of the premises has been made, and no promise has been made to decorate, alter, report or improve the premises unless otherwise specified in writing attached hereto.

**SMOKE DETECTOR:** Lessee acknowledges that a UL listed smoke detector has been installed in their unit. Lessees will test the smoke detector and determine that it is operating upon move in. Resident agrees to inspect and test the smoke detector once each month during the lease term by depressing the test button for several seconds until the unit buzzes or horn sounds. Resident shall not tamper with, remove, or replace any parts of equipment of the smoke detector except "dead" batteries or missing batteries, if applicable. Lessor and owner will not be responsible or liable for any injury or damage to persons or property occurring in the premises that in any manner arises from Lessee's failure to test, inspect, or maintain the smoke detector and resident shall indemnify Lessor and owner from such damage or liability. In case of battery-operated smoke detectors, the following addition applies: Lessee is responsible for replacing "dead" batteries throughout the lease term. If the smoke detector will not operate after Lessee replaces the batteries, Lessee will promptly notify Lessor in writing.

**UTILITIES:** The Lessor (landlord) shall pay for (if checked) \_\_\_ electricity, N/A gas, \_\_\_ water & sewage and storm water, \_\_\_ trash collection. The Lessee (resident) agrees to pay for all other utilities and reasonable administrative charges on the Lessee's utility bills for the entire term of the lease. The Lessee agrees to pay for all utility services not specifically accepted by Lessor above for the entire term of the lease.

**ACCESS:** If the Lessee requests service in his/her unit, such requests shall be deemed as authorization for the Lessor or Lessor's Agent to enter and make the necessary repairs. **Lessor shall have the right to peacefully enter the premises at reasonable times for the purposes of inspection, repairs, or exhibition so long as Lessor has provided Lessee with a written request to enter the Premises at least twenty-four (24) hours prior to entry. Lessor may enter without notice in the case of an emergency.**

**ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this Agreement nor sublet said premises, nor shall Lessee substitute any person or persons for any occupant to which said premises are rented hereunder, without written consent of the Lessor. Lessor hereby reserves the right to assign this Agreement.

**LIABILITY:** Lessor shall not be liable for theft or damage of property or appliances furnished by the Lessor, or damage to any person on the premises under the exclusive control of the Lessee, nor from the

# BORROR PROPERTIES

damage to person or property arising from acts of neglect of other residents of said building, or the elements, or damage to person or property arising from acts over which Lessor has no control. Lessee agrees to save Lessor harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the premises or resulting from the Lessee's use thereof or Lessee's negligence. **Lessee agrees to carry renter's insurance**, including waterbed coverage if applicable, and hereby relieves the Lessor of all risks that may be insured there under.

**DEFAULT:** If Lessee defaults in the payment of any rental installment or the performance of any of the covenants and agreements contained herein, the entire rental obligation hereunder shall immediately become due and payable at the option of the Lessor and Lessee hereby expressly waives notice of exercise of such option. Lessee hereby agrees that should it become necessary for Lessor to resort to legal proceedings due to the Lessee's default, THE LESSEE WILL PAY TO LESSOR A SETTLEMENT FEE AND ALL DAMAGES CONNECTED WITH SUCH LEGAL PROCEEDINGS, IT SHALL BE WITHIN THE SOLE DISCRETION OF LESSOR TO ACCEPT THE SETTLEMENT STATED ABOVE. Failure of the Lessee to pay rent current until the last day of the term of this lease or any renewal thereof, shall be at the sole option of the Lessor, (1) make Lessee responsible for the cost of refurbishing the premises for an incoming resident, and (2) make Lessee responsible for all rental and late charges Lessor shall be entitled by between the time Lessee vacates the premises and the time said premises are re-occupied, said payment shall not exceed the term of the lease, and (3) make Lessee responsible for an agreed One Hundred Dollar (\$100.00) re-rental fee to cover administrative expenses anticipated in re-renting the premises.

**STRICT COMPLIANCE:** Lessor shall have the right to require strict compliance with all covenants and provisions of this lease, notwithstanding any conduct or custom on the part of the Lessor in refraining from doing at any time or times, and the waiver by Lessor at any time of any breach or condition of this lease by Lessee shall not be or effect any change in the terms hereof or constitute or become a waiver of subsequent breach, and Lessor may discontinue any facilities furnished and services rendered by Lessor, not expressly covenanted for herein it being expressly understood that they constitute no part of the consideration for this lease.

**AVAILABILITY:** If the premises are not available for occupancy upon the date agreed or specified in this Lease for any reason whatsoever, the proposed Lessee shall not have cause for any damage, except a rebate for prepaid rental for the period the premises are untenable.

**TRANSFER CLAUSE:** Lessee shall be released from the lease sixty (60) days after the office of the Lessor receives a letter of transfer from Lessee's employer or his/her transfer out of the county of which the Lessee currently resides. Said letter of transfer shall be subject to verification by Lessor. In any event, Lessor shall not allow Lessee to be released pursuant to this provision prior to Lessee's occupancy of the premises for **six (6) months** nor without the payment of a \$350.00 settlement fee for the early termination of the lease agreement. Payment must be made on or before the vacating date.

**MOVING OUT:** Lessee agrees to notify Lessor in writing at least sixty (60) days in advance of the lease termination date of his intention to vacate premises and return in same broom-clean condition.

# BORROR PROPERTIES

Should Lessee fail to notify Lessor of his intent to vacate the premises at the end of the lease, the lease agreement shall renew itself on a month-to-month basis, which can be terminated with at least a sixty day notice prior to the next periodic payment. Lessee will also be responsible for rental payments **until the lease has been properly terminated**. Immediately upon vacating the premises all keys, openers, pool tags, etc. are to be turned into the Lessor. Submission of a sixty (60) day notice to move does not release Lessee from the remainder of the lease obligation.

**HOLDING OVER:** If Lessee retains possession of the premises after termination of the Agreement by lapse of time without the consent of the Lessor after written notice from the Lessor or Lessor's refusal to extend said Agreement, Lessee agrees to pay to Lessor **double the monthly rent** specified herein above provided.

**SEVERABILITY:** If any provision of this lease shall be declared invalid or unenforceable, the remainder of this lease shall continue in effect.

**ORAL STATEMENTS:** This Agreement shall contain the sole Agreement between the Lessor and Lessee. No oral statements between Lessor and Lessee or between Lessee and any agent of Lessor, unless reduced to writing and executed by Lessor, shall be constituted as a binding Agreement between Lessor and Lessee.

**RENTAL APPLICATION:** The Lessee agrees that the Lessor has tendered this Agreement to the Lessee on the basis of the representations contained in Lessee's Application submitted to the Lessor for the purpose of inducing the Lessor to enter into this Agreement. The Lessee further agrees that in the event that any of the representations contained in said Application shall be found to be misleading, incorrect, or untrue, the Lessor shall have the right to terminate this Agreement.

## RULES AND REGULATIONS

- The common area shall not be obstructed by any resident or guest of residents or used by them for any other purpose than those of ingress and egress.
- Lessor shall in all cases retain the right to control and prevent access to the building or any part thereof, of all persons whose presence, in the judgment of Lessor, or its employees, shall be prejudicial to the safety, character, reputation, or interests of the building or its occupants.
- No signs, awnings, screens, antennas, flags, advertisements, or notices shall be placed or fixed upon any part of the building, outside or inside, nor shall any articles be suspended outside the building or placed on the window sills thereof, save with the consent, in writing, of the Lessor.
- No resident shall do or permit anything to be done in said premises which shall conflict with the laws, regulations, rules and ordinances of the Fire Department, the Department of Health or any other legal authority.
- Proper window attire (draperies or blinds) must be in place within five days of occupancy.
- For safety reasons, children under age 14 are not permitted in swimming pool or pond areas (if applicable) except when accompanied by parent or other adult.
- Lessor will not be responsible for any loss or damage to property left by or for resident with any employee.
-

# BORROR PROPERTIES

- Lessee shall not use any electrical appliance that will interfere with radio or television reception of other residents, nor build or use any outside aerials.
- No hose shall be connected to water pipes or spouts and used for outdoor sprinkling, pools, or washing of vehicles.
- No recreational vehicles, including but not limited to mini-bikes, trail bikes, go carts, motor scooters, mopeds, boats, trailers, or campers, shall be operated, stored, or parked anywhere on Lessor's property without the written consent of the Lessor. No vehicle shall block another vehicle. The Lessee agrees to honor the "no parking" areas, fire lanes, parking lines, restricted streets, lawns, sidewalks, and access to trash dumpsters. All vehicles must have current tags and stickers. All vehicles must be moved periodically. Violation of the above will cause such vehicle to be towed away at the expense of its owner. For share driveways, it is prohibited to park a car in a manner which blocks ingress or egress from neighboring garages.
- Lessee shall be responsible for the replacement of all broken or cracked glass which may occur during their lease term.
- Lessee covenants that no pets or animals will be kept or allowed to visit said premises without the express written consent of Lessor. If written consent is granted, an additional monthly fee will be due. It is further agreed that such consent may possibly even be denied.
- Only those persons listed on Lessee's application shall occupy said premises.
- Lessee shall keep home in such condition as to prevent health or sanitation problems. Lessee shall notify Lessor promptly of needed repairs to his/her unit, and of unsafe conditions which may lead to damage or injury. Lessee agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises caused by Lessee, his family, or guests.
- Lessee will not make any alterations or additions in or about said premises without first obtaining the written consent of the Lessor.
- Lessee will not permit or commit any objectionable, disorderly, hazardous, or unlawful conduct, noise, or nuisance whatsoever in or about the premises by him or his guests that will disturb or interfere with the rights and safety of other residents, employees, or agents.
- The Rules and Regulations may be reasonably amended by the Lessor from time to time, as the Lessor deems necessary. Said amendments, in whole or in part, shall be deemed effective when mailed to the Lessee.
- VACATING APARTMENTS & SECURITY DEPOSIT RELEASE PREREQUISITES: 1) Stoves must be clean and free of grease. 2) Refrigerators must be defrosted and cleaned. 3) All personal items and discards removed from unit and garage must be placed in proper rubbish containers. 4) Unit must be left clean. 5) Carpet must be free of dirt, stains, odors, and hair. 6) No stickers or holes on walls. Small nails are permitted. There is a \$50.00 charge per lock for keys that are not returned.



# BORROR PROPERTIES

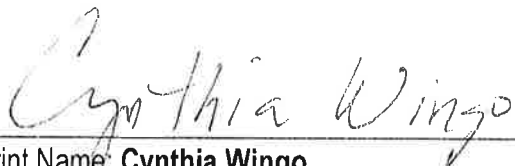
I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND THE RULES AND REGULATIONS.

THE PARTIES AGREE that the covenants and agreements contained herein shall inure to the benefit of the heirs, executors and personal representatives of the parties hereto, and that the Lessees shall be jointly and severally responsible for the rent and all terms and conditions contained herein.


Lessor:

Borror Properties, Agent for Owner  
600 Stonehenge Pkwy 2<sup>nd</sup> Floor  
Dublin, OH 43017

Lessee:

  
Print Name: **Cynthia Wingo**

  
Property Manager

  
Lessee Signature: **Cynthia Wingo**

  
Borror Properties: Licensed Agent

Print Name:

  
Date

Lessee Signature:

Print Name:

Lessee Signature:

# BORROR PROPERTIES

## Lease Renewal Addendum

The lease dated 03/01/2015 the premises commonly known as 3737 Gateway Lakes Drive between Borrer Properties, hereinafter the Lessor and hereinafter jointly and severally the Lessee Cynthia Wingo agree that the covenants and agreements contained herein are binding as though they were contained within the lease.

It is further agreed that any addendums made to the previous lease shall be brought forward and made a part of this new lease agreement.

The Lessor and Lessee do hereby agree to renew the lease subject to the following terms:

1. Term: The term of the renewal will be for Twelve months, beginning on the 1<sup>st</sup> of June, 2016 and expiring on the 31<sup>st</sup> of May, 2017.
2. Rent: The Lessee agrees to pay to the Lessor as rent, the sum of Eight Thousand Eight Hundred Eight Dollars (\$8,808.00) at the rate of Seven Hundred Thirty Four Dollars (\$734.00) per month which includes a \$5.00 trash fee, \$0.00 pet rent, \$0.00 garage rent, and \$0.00 washer/ dryer rent to be paid in advance of the first day of the month during said term.
3. Effective with this lease renewal any item returned by the bank due to insufficient funds will be charged a fee of \$40.00. In addition, a late fee in the amount of \$50.00 will be assessed to your account if your rent is not paid in full prior to the 2<sup>nd</sup> of the month and an additional \$50.00 late fee will be assessed if not paid in full prior to the 7<sup>th</sup> of the month. **MOVING OUT: Lessee agrees to notify Lessor in writing at least sixty (60) days in advance of the lease termination date.**

❖ **IMPORTANT!** If you have set-up Resident Hub online to automatically pay your rent every month, you will need to renew your Resident Hub account, with the new lease term. If not, automatic payments will not be made, once the lease expiration date arrives. Please visit [www.residenthub.com](http://www.residenthub.com) in order to do this.

This addendum is entered into and agreed upon this 1<sup>st</sup> day of June, 2016.

\_\_\_\_\_  
Lessee: **Cynthia Wingo**

\_\_\_\_\_  
Lessee:

\_\_\_\_\_  
Lessee:

\_\_\_\_\_  
Borrer Properties: Agent for Owner

File:           Corporate Office  
                  Resident File

\_\_\_\_\_  
**Gateway Lakes Apartments**

# BORROR PROPERTIES

## Lease Renewal Addendum

The lease dated 06/01/2015 the premises commonly known as 3737 Gateway Lakes Drive between Borror Properties, hereinafter the Lessor and hereinafter jointly and severally the Lessee Cynthia Wingo agree that the covenants and agreements contained herein are binding as though they were contained within the lease.

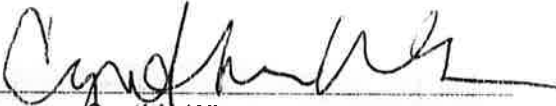
It is further agreed that any addendums made to the previous lease shall be brought forward and made a part of this new lease agreement.

The Lessor and Lessee do hereby agree to renew the lease subject to the following terms:

1. Term: The term of the renewal will be for Six months, beginning on the 1<sup>st</sup> of December, 2016 and expiring on the 31<sup>st</sup> of May, 2017.
2. Rent: The Lessee agrees to pay to the Lessor as rent, the sum of Four Thousand Four Hundred Ninty Four Dollars (\$4,494.00) at the rate of Seven Hundred Forty Nine Dollars (\$749.00) per month which includes a \$5.00 trash fee, \$0.00 pet rent, \$0.00 garage rent, and \$0.00 washer/ dryer rent to be paid in advance of the first day of the month during said term.
3. Effective with this lease renewal any item returned by the bank due to insufficient funds will be charged a fee of \$40.00. In addition, a late fee in the amount of \$50.00 will be assessed to your account if your rent is not paid in full prior to the 2<sup>nd</sup> of the month and an additional \$50.00 late fee will be assessed if not paid in full prior to the 7<sup>th</sup> of the month. **MOVING OUT:** Lessee agrees to notify Lessor in writing at least sixty (60) days in advance of the lease termination date.

❖ **IMPORTANT!** If you have set-up Resident Hub online to automatically pay your rent every month, you will need to renew your Resident Hub account, with the new lease term. If not, automatic payments will not be made, once the lease expiration date arrives. Please visit [www.residenthub.com](http://www.residenthub.com) in order to do this.

This addendum is entered into and agreed upon this 1<sup>st</sup> day of November, 2016.

  
Lessee: Cynthia Wingo

Lessee:

Lessee:

  
Borror Properties: Agent for Owner

File: Corporate Office  
Resident File

Gateway Lakes Apartments



230 West St. Suite 150 | Columbus, OH | 43215

ON BEHALF OF YOUR COMMUNITY,  
GATEWAY LAKES APARTMENTS

Addressee

NED0621C  
4000000015 15/1CYNTHIA WINGO  
8249 TRIBUTARY LANE  
REYNOLDSBURG OH 43068-9444**\*\*FINAL BILL\*\***

Invoice Date

Jun 21, 2017

Due Date

Jul 8, 2017

Account Number

078070

Total Amount Due

\$ 4,106.98

Amount Paid

Please Make Checks Payable And Remit To

NATIONWIDE ENERGY PARTNERS  
PO BOX 183009  
COLUMBUS, OH 43218-3009

07081700000000000780700000004106987



ELECTRIC

\$ 31.43

WATER

\$ 30.53

COMMUNITY CHARGES

\$ 5.33

ADJUSTMENTS &amp; FEES

-\$150.53

CARRY OVER

\$ 4,190.22

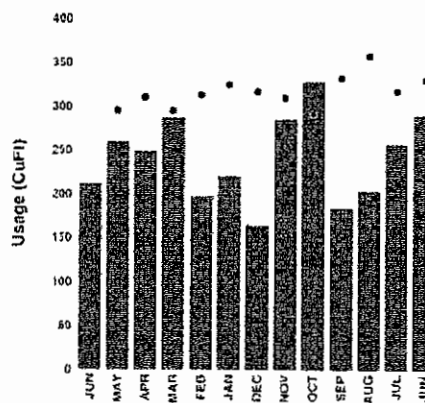
## Message Center

Warning: Your Account is Past Due!  
Please make your payment  
immediately.

## Questions?

Please call our support team at  
(614) 918-2031 or (877) 818-2637  
or visit us online at  
NationwideEnergyPartners.com

Meter #: 22945869

■ YOUR USAGE  
● COMMUNITY AVERAGE

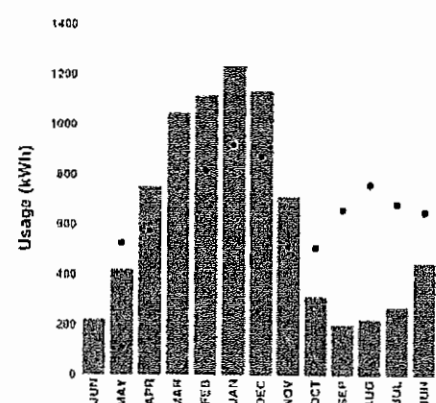
current read	previous read	meter conversion	usage (CuFt)
20763.990	20551.600	X 1	= 212.390

current read date	previous read date
06-09-17	05-29-17

06-09-17

05-29-17

Meter #: 17461587

■ YOUR USAGE  
● COMMUNITY AVERAGE

current read	previous read	meter conversion	usage (kWh)
43275	43054	X 1	= 221

current read date	previous read date
06-09-17	05-20-17

06-09-17

05-20-17

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/19/2017 4:47:01 PM**

**in**

**Case No(s). 16-2401-EL-CSS**

Summary: Text Second Amended Complaint electronically filed by Ms. Rebekah J. Glover on behalf of Ms. Cynthia Wingo