

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED³
NOV 07 2003

Name: JAMES DUDLEY
Complainant

vs.

Company Name: MISSOURI GAS ENERGY
Respondent

Case No.

Missouri Public
Service Commission

COMPLAINT

Complainant resides at 4247 AGNES KANSAS CITY MO 64130
(address of complainant)

1. Respondent, MISSOURI GAS ENERGY
(company name)
of #3420 BROADWAY KANSAS CITY MO 64110
(location of company), is a public utility under the

jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, Complainant states the following facts:

MGE TRUN OFF MY SERVICE AT 4231 TRACY FOR 2510 THAT I DID NOT OWE
THE GAS BILL WAS IN A MS SARAH CHAPPELOW NAME

HERE ARE THE LETER AND SOME DOCUMENTION THAT WILL EXPLAIN IT MORE

3. The Complainant has taken the following steps to present this complaint to
the Respondent:

MISSOURI PUBLIC SERVICE COMMISSION

NOV,7 2003

MISSOURI PUBLIC SERVICE COMMISSION
P.O. BOX 360
JEFFERSON CITY, MISSOURI 65102
ATTENTION: CONSUMER SERVICES DEPARTMENT

MR.JAMES DUDLEY FORMAL COMPLAINT

**I AM WRITING IN REGARD TO A GAS BILL THAT I RECVID FROM
MISSOURI GAS ENERGY DIVISON**

Mr. Dudley was the landlord and owner of the property, at 4024 Prospect, Kansas City, MO. Ms. Chappelow had gas service in her name from Sept. 26, 2000 until April 26, 2001. MGE removed Ms. Sara Chappelow's name from the billing account then transferred the \$2,099.00 that Sara Chappelow owed to Mr. Dudley's home account at 4231 Tracy, Kansas City, MO on June 24, 2002. When Mr. Dudley notified Mrs. Bussey and disputed it with MGE, MGE discontinued the gas service to Mr. Dudley's home in July 30 of 2002, about two years later for \$2,510. MGE turned the service off at 4231 Tracy on July 30, 2002, from the 4024 Prospect billing account, which belonged to Ms. Chappelow, which was being disputed.

I notified MGE on July 15, 2002, and then I notified (MPSC) Missouri Public Service Commission on July 18, 2002. I received a response back from the (MPSC) August 23, 2002 stating that they could not help any further in this matter in August 2002.

In June 2001 I had MGE to disconnect the service and reconnect the service in my name (James Dudley). I had that service on for a year AT 4024 Prospect

MISSOURI PUBLIC SERVICE COMMISSION

Ms Chappelow told MGE that her purse was stolen. I do not know but she filed a police report a year later. The bill was from 9/26/2000 to 4/26/2001 she file on 5/8/2001

I do know that I rented to a Diane but I do not know if Ms Chappelow let Diane use her name or if Ms Chappelow stays there from time to time. I do not know MGE never call to verify who lived there

I do know that neither my family nor I ever lived there in our life

Mr. Dudley gas service was turning off for months and the bill is still on my account as well as the collection dept.

The relief that mr. Dudley is requesting is:

1 is that ms. Sarah chappelow billnig be removed from james dudley acount

Here are previous responses from this complaint

- 1. Ms Sarah Chappelow Fax**
- 2. Ms Tracy Leonberger Fax**
- 3. Mr. James Dudley Bill for 4231 Tracy**
- 4. Mr. James Dudley Bill for 4024 Prospect**

**JAMES DUDLEY
4247 AGNES
KANSAS CITY, MISSOURI 64130
816 682-1689**

**MISSOURI GAS ENERGY
3420 BROADWAY
KANSAS CITY, MISSOURI 64110
816 756-5252**



MISSOURI GAS ENERGY
a division of
Southern Union Company

QUESTIONS? CALL:
(816)-756-5252
P.O. BOX 219255
KANSAS CITY, MO 64121-9255

FOR SERVICE LOCATED AT:
4231 TRACY AVE
KANSAS CITY, MO 64110-1243

07/SYS

STATEMENT DATE
JUL 10, 2002

JAMES E DUDLEY
4231 TRACY AVE
KANSAS CITY, MO 64110-1243

DEPOSIT: NONE
ACCOUNT NBR: 4827397879

SVC TYP	SERVICE PERIOD FROM TO	NBR DAYS	METER READINGS PREVIOUS - PRESENT	PRESSURE ADJUSTMENT	ENERGY USE CCF	PGA/CCF RATE	PGA/CCF CHARGE
GAS	06-05-02 07-05-02	30	09668 09699		11.00	.44191	4.86
GAS	TOTAL	30			11.00		4.86

SVC TYP	CUSTOMER CHARGE	ENERGY CHARGE	PGA/CCF CHARGE	FRANCHISE FEE	SALES TAX	COUNTY TAX	CITY TAX	CURRENT CHARGE
GAS	10.13	1.26	4.86	1.04	.00	.00	.00	17.29

PREVIOUS BALANCE 305.54
TRANSFERRED BALANCE 2,204.59
OTHER TRANSACTIONS .50
OTHER TRANSACTIONS TAX .06
TO AVOID DISCONNECT PAY BEFORE JUL 22, 2002 2,510.75
TOTAL CURRENT CHARGES DUE BY AUG 1, 2002 17.29

IF PAST DUE AMOUNT has been paid, please subtract that
amount from the AMOUNT DUE when you make your next payment.

COMPARATIVE USE INFORMATION						AMOUNT DUE	
PERIOD	DAYS	CCF	CCF/DAY			\$	
CURRENT	30	11	.367				2,528.04
LAST YEAR	N/A	N/A	N/A				2,528.32

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - THANK YOU -
STATEMENT DATE: JUL 10, 2002

JAMES E DUDLEY
4231 TRACY AVE
KANSAS CITY, MO 64110-1243

06 / 09057 / 07
ACCOUNT NBR:
4827397879

MAIL PAYMENT TO:

MISSOURI GAS ENERGY
PO BOX 219255
KANSAS CITY, MO 64121-9255

48273978790000017290002528040002528322

AMOUNT DUE	
\$	2,528.04
AMOUNT DUE WITH LATE CHARGE	
\$	2,528.32
AMOUNT ENCLOSED	
\$	

Tracy F. Leonberger
Governor Office Building
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102-0360
(573) 526-5568, Dept. FAX (573) 526-1500
Personal E-FAX (443) 227-2262 or
E-mail address: tleonber@mail.state.mo.us

State of Missouri
Public Service Commission
Consumer Services

Fax transmittal

To: Shirley Bolden @ MGE

Fax: (816) 360-5764

From: Tracy Leonberger,

Date: Tuesday, July 30, 2002

Consumer Services Specialist

Re: Dudley, James

Pages: 11 including cover sheet

CC: None

☒ Urgent

☐ For Review

☐ Please Comment

☒ Please Reply

☐ Please
Recycle

Note: New complaint. Please contact the customer and provide me with a company response. Thank you for your assistance in this matter.

Important Notice to all our regulatory contacts:

The Missouri Public Service Commission Staff has noticed a decline in the quality of the information being reported to the Commission by Utilities. In order to address this problem, please include a minimum of at least the following information on all complaints:

1. Explain the problem
2. Explain the cause of the problem
3. What was done to correct the problem
4. Please state the date the customer was contacted by the company and a brief summary describing the contact. If the complaint was handled via letter, please provide Staff with a copy of the letter.
5. If the complaint involves an allegation of an unauthorized carrier change (slamming), a copy of the LOA (and/or verification tape) must be included.

We will no longer accept any reports containing less than the above-stated items, so please include the information in your report to avoid Staff having to re-contact the Utility. Thank you for your cooperation.

CONFIDENTIAL

Missouri Public Service Commission
Consumer Complaint-Inquiry

Complaint **New**
Complaint/Inquiry No. **C200301228**
Mode of Receipt **Mall**
Service Type **Residential**
Utility Type **Gas**
Utility Company Name **Southern Union Company**
Priority **Immediate Response Needed**
Complaint Issue **Billing**
Complaint Sub Issue **Disputed Bill**
Consumer's Account No. **4827387879**
Additional Name **N/A**

Account Name

First Name **James**
Middle Initial **N/A**
Last Name **Dudley**
Street Address **4231 Tracy**
Mailing Address **N/A**
City **Kansas City**
State **Missouri**
Zip **64110**
County **Jackson**
Home Phone **816-682-1689**
Work Phone **N/A**
Cellular/Pager **N/A**
Fax **N/A**
E-Mail **N/A**

Reporting Party

First Name **N/A**
Middle Initial **N/A**
Last Name **N/A**
Street Address **N/A**
Mailing Address **N/A**
City **N/A**
State **Missouri**
Zip **N/A**
County **N/A**
Contact Phone **N/A**

Preferred Contact Time **From 8:00 AM To 5:00 PM** **Contact Place** **Home**

Preferred Contact Method **Phone**

Complaint/Inquiry Description **7/30/02 (mail/Cecilia) adID# 3687496/MGE put bill from tenant at 4024 Prospect (KC MO) onto his--her name was Daine (Diane?)/also put Sara Chapp's bill onto his/total amount not his is \$2,204.59/**

Date Filed **07/29/2002**

* Required Fields

Task No. 2 Date 07/30/2002 12:19:28 PM
Type of Doc Complaint Routed From Barr Cecilia

Account Name Dudley James

Complaint/Inquiry No. C200301228 Edit

* Utility Type Gas

* Utility Company Southern Union Company

* Complaint Issue Billing

* Complaint Sub Issue Disputed Bill

* Priority Response within 7 days

Follow Up Date 08/09/2002

* Path ☒ Fast Track ☐ Complex Track

Route To Select Send Notification To Select
Ambrose Candy
Anderson Melissa
Barr Cecilia

Comments

(Allows only 250 characters)

Complaint History

Sl.No. Attachment(s)

1 COMPLAINT-INQUIRY

2 informal complaint-Dudley



SI.No	Received Date	User	Route to	Status	Comments
1	07/29/2002	Barr Cecilia	Leonberger Tracy	Waiting For Process	7/30/02 (mail/Cecilia) sdID# 3687496/MGE put bill from tenant at 4024 Prospect (KC MO) onto his-her name was Daine (Diane?)/also put Sara Chapp's bill onto his/total amount not his is \$2,204.59/
2	07/30/2002 12:48:33 PM	Leonberger Tracy		Saved	7/30/02 Faxed complaint to the company. In order for Mr. Dudley to prove these bills are not his, he would need the dates of service, location and how his name was associated with these addresses. Let me know. I will respond to the customer by letter

3 Please stop collection proceedings while this is being investigated.
• Send note to the customer that I have his complaint.

3

SHELL LUMPE, CHURMAN
Public Service COM.
P.O. BOX 360
JEFFERSON CITY, MO 65102
~~Better Business Bureau~~

7/18/02

~~8080 Ward Pkwy~~~~KE MO 6444~~

Subject:

MO. Gas Company

To whom it may concern:

My names is James Dudley I live
at 4231 Tracy KC Mo.

I am writing you in regard to a
gas bill for 2,204.59 that dont be
long to me.

I rented a house at 4024 Prospect
to a lady at the time who turn
out to be a fraudulent person.

I think her name was Daine, I am not
sure because it's been a while ago
and I told them that I didn't remember
at that time.

I was not aware of the contact
with the gas company untill they
bill me for her.

They were requesting a lease agreement, which I am unable to produce to them, due to my automobile being stolen, along with my ~~lease~~ lease paper in my case.

They are putting this lady Sara Chapp Bill on my Bill, which is \$2,204.59. From some one elses Bill.

I have talk to a lot of people down there and to the Credit department as well and no help.

They would not take it off even though they know that I don't or didn't live there at that time or now.

They are billing me for gas usages I never used, because I am unable to locate the person who never payed them, that person owes me to for one month rent.

I even told them that they should have made sure who they were turning the gas on for and not try to make me pay for what they did. They know I need gas for my home, they are trying to force me to pay and that's not right.

I have gas in my name in for houses and I don't need to put gas in any one else's name. I don't use other people's name for my bills.

They have put it on me at 41024 Prospect and now they are putting it on 41231 Tracy now.

Without this matter being resolved through the gas company I have no choice, but to seek help through the Better Business Bureau, I hope that you will be

Please help me to resolve
this matter I am at a dead
end trying to get them to remove
this from under my name.

Please response back as soon as
possible concerning this matter.

Thank you very much

James Dudley

anytime 682-1689

4231 Tracy KC MO 64110

Enclosed is copies
of the Bills they are
holding me accountable
for.



MISSOURI GAS ENERGY
a division of
Southern Union Company

QUESTIONS? CALL:
(816)-736-5232
P.O. BOX 219255
KANSAS CITY, MO 64121-9255

FOR SERVICE LOCATED AT:
4024 PROSPECT AVE
KANSAS CITY, MO 64130-1321

FINAL BILL

13713 1 AV 0.255 07

KRAUTOWNS-DIGIT 64130

STATEMENT DATE
APR 17, 2002

JAMES E DUDLEY
4024 PROSPECT AVE
KANSAS CITY, MO 64130-1321

DEPOSIT: NONE
ACCOUNT NBR: 6665186538

SEC TYP	SERVICE PERIOD FROM TO	NBR DAYS	METER READINGS PREVIOUS	METER READINGS PRESENT	PIESURE ADJUSTMENT	ENERGY USE CCF	PEA/CCG RATE	PEA/CCG CHARGE
GAS	04-05-02 04-17-02	12	07469	07469		.00		.00

SEC TYP	CUSTOMER CHARGE	ENERGY CHARGE	PEA/CCG CHARGE	FRANCHISE FEE	SALES TAX	COUNTY TAX	CITY TAX	CURRENT CHARGE
GAS	4.05	.00	.00	.26	.00	.00	.00	4.31

PREVIOUS BALANCE

100.32

BALANCE FORWARD

100.32

TOTAL CURRENT CHARGES

4.31

YOU HAVE MADE 1 ON TIME PAYMENTS IN THE LAST 7 MONTHS.

COMPARATIVE USE INFORMATION						AMOUNT DUE	
PERIOD	DAYS			CCF	CCF/DAY		
CURRENT	12			0	.000	AMOUNT DUE	\$ 104.63
LAST YEAR	N/A			N/A	N/A		\$

*** PLEASE RETURN THIS PORTION WITH YOUR PAYMENT *** THANK YOU! ***

STATEMENT DATE: APR 17, 2002

00 / 09957 / 07
ACCOUNT NBR:
6665186538

JAMES E DUDLEY
4024 PROSPECT AVE
KANSAS CITY, MO 64130-1321

MAIL PAYMENT TO:

MISSOURI GAS ENERGY
PO BOX 219255
KANSAS CITY, MO 64121-9255

AMOUNT DUE UPON RECEIPT
\$ 104.63
AMOUNT DUE
\$
AMOUNT ENCLOSED
\$

66651865380000004310000104630000104637

*** FAX *** FAX *** FAX ***

Call # 913-461-6911

TO: Debbie (cust. service) FAX: 816-360-5630DATE: 5/10/01 DOB: 6-25-81FROM: Sarah E. Chappelow FAX: 913-764-8198PAGES INCLUDING THIS SHEET: 8COMMENTS Thank you for looking into
this matter.SarahWanda

Hope you don't mind but I refer
this party to you. Purse stolen out of
car at Gas station 9.00 however just
filed police report. Didn't think I would need
to only had DL, se card and about 915.00
on so init.

Debbie SimpsonJudith
Maiden ThomasMom-

MRS Bussell

INDEPENDENCE MISSOURI POLICE
CASE REPORT

Date: 05/08/2001

Page: 1

Case Number: 2001-00037265

Case Description:
Larceny From Auto

Primary Victim: CHAPPELOW, SARAH, E,

Date/Time Reported: 04/26/01 11:16 Hrs.
Date/Time Occurred: 09/15/00 15:00 Hrs.
Date/Time Between: 09/15/01 15:00 Hrs.
Location Occurred: 12003 E 40 KY
Cross Street
Area: South Section: Sector 58Dispatch Incident Type:
LarcFromAut

Grid: GRID 1808

Reporting Officer: 793 KINCAID, GLENDA, J,
Primary Unit Assigned to Investigate:
Scene Processed by:
Assigned Investigators:

Case Status: Inactive

Disposition:

Disp. Date:

No. of Offenses: 1

No. of Offenders:

No. of Victims: 1

Offense Number: 1
 Crime Code: 0023P LARCENY-THEFT FROM MOTOR VEHICLE
 Statute: LARCENY FROM AUTO Attempted/Committed; Committed
 Stat Desc: LARCENY THEFT FROM AUTO
 Location Type: Convenience Criminal Activity
 Occupancy Code: No. Premises Entered:
 Type of Weapon: Weapon Feature
 # Adults Present: # Juveniles Present:
 Entry Method: Entry Point
 Exit Method: Exit Point
 Alcohol Related: Unknown Drug Related: Unknown
 Domestic Crime: No Hate Crime
 Computer Theft: Just. Homicide Code
 Hom/Ag Aslt Circumst: Just. Circumstances
 Offense Code: Count./Forg. Amount
 Counterfeit/Forgery: Agg Aslt/Homc Circumst
 Statute ORI/Group: MO0480600
 Criminal Activity #2: Criminal Activity #3
 Weapon Code #2: Weapon Feature #2
 Weapon Code #3: Weapon Feature #3
 Counts: Larceny/Theft Offense
 NCIC Code: Scene/Location Type2
 Offense Date: Victim Drug Related
 Victim Alchl Related: Victim Comp Related
 Abandoned Structure: NO Property Damage
 Tool Used: Counterfeit Type
 UCR Return A: UCR Stolen Property
 Gang Related: UNK Additional Subcode

SUBJECTS:

Victim: Present Information
Primary: CHAPPELOW, SARAH, E,
3901 S GRAND
INDEP

Phone: 461-5979

MO 64055

Race: White Sex: Female
Hgt: Wgt: Hair:
Build: Complexion:
Dr Lic #: K00564328

D.O.B: 06/25/1981 Age: 19

Eyes:
Ethnicity:
St: KS Soc Sec #: 513-86-2694

Business:

Phone: 913-461-5911

Residence Type:
Extent of Injury:
Injury Type:
Hospital/Clinic:
Statement Type:Residence Status:
Medical Treatment:
Injury Type:
Transported by:
Related Offenses:

Property: CHAPPELOW, SARAH, E,

Item Number: 1 Subject #: 1 Subject Type: Victim

Evidence #

Property Code: Stolen

Property Type: General

Property Class: CreditCard

INDEPENDENCE MISSOURI POLICE
CASE REPORT

Date: 05/08/2001

Case Description:
Larceny From AutoPage:
Case Number: 2001-00037265

Date Received : 04/26/01 Initial Value : 1.00
 Date Recovered: Recovered Value: .00
 Recovery Loc: Recovery Code:
 RFOJ?: N Notify Owner Date: Notified How?:
 Bin Loc : Disposition :
 Year : / /00 Description: CREDIT CARD/JONES STORE
 Make : Model : Style :
 Quantity : 1.000 EA Model/Style:
 Condition : Color : Reg Type:
 Registratn# : State : Expires :
 Serial # : OAN . . .

Property: CHAPPELOW, SARAH E.
 Item Number : 2 Subject #: 1 Subject Type: Victim
 Evidence # :
 Property Code : Stolen Property Type : General
 Property Class: Other
 Date Received : 04/26/01 Initial Value : 1.00
 Date Recovered: Recovered Value: .00
 Recovery Loc: Recovery Code:
 RFOJ?: N Notify Owner Date: Notified How?:
 Bin Loc : Disposition :
 Year : / /00 Description: SOCIAL SECURITY CARD
 Make : Model : Style :
 Quantity : 1.000 EA Model/Style: 513862694
 Condition : Color : Reg Type:
 Registratn# : State : Expires :
 Serial # : OAN . . .

Property: CHAPPELOW, SARAH E.
 Item Number : 3 Subject #: 1 Subject Type: Victim
 Evidence # :
 Property Code : Stolen Property Type : General
 Property Class: Other
 Date Received : 04/26/01 Initial Value : 7.50
 Date Recovered: Recovered Value: .00
 Recovery Loc: Recovery Code:
 RFOJ?: N Notify Owner Date: Notified How?:
 Bin Loc : Disposition :
 Year : / /00 Description: DRIVERS LICENSE
 Make : Model : Style :
 Quantity : 1.000 EA Model/Style:
 Condition : Color : Reg Type:
 Registratn# : State : Expires :
 Serial # : K00564328 OAN . . .

Property: CHAPPELOW, SARAH E.
 Item Number : 4 Subject #: 1 Subject Type: Victim
 Evidence # :
 Property Code : Stolen Property Type : General
 Property Class: Money
 Date Received : 04/26/01 Initial Value : 15.00
 Date Recovered: Recovered Value: .00
 Recovery Loc: Recovery Code:
 RFOJ?: N Notify Owner Date: Notified How?:
 Bin Loc : Disposition :
 Year : / /00 Description: \$15.00 US CURRENCY
 Make : Model : Style :
 Quantity : 15.000 OR Model/Style:
 Condition : Color : Reg Type:
 Registratn# : State : Expires :
 Serial # : OAN . . .

Case Narrative INDEPENDENCE, MISSOURI POLICE DEPARTMENT
 Case Narrative

Report # 2001-37265

Date: 04/26/01

Narrative:

INDEPENDENCE MISSOURI POLICE
CASE REPORT

Date: 05/08/2001

Page: 3

Case Number: 2001-00037265

Case Description:
Larceny From Auto

On 04/26/01 at 1116 hours I was contacted by the victim at the front desk in reference a larceny from auto:

Sarah E. Chappelow
3901 S. Grand
Independence, MO 64055
Phone: 913 461 6911

Ms. Chappelow wanted to report that on 09/15/00 the following items were taken from her day planner that was in the front seat of her vehicle that was parked in the parking lot at 12003 E. 40 Hwy.:
Jones Store Credit Card
Drivers License
Social Security Card
\$15.00 U.S. Currency

Ms. Chappelow described the vehicle as a:

Red
1989, Jeep,

She advised of no witness or suspect information. I gave her the report number and told her a report was on file.

Reporting Officer: G Kincaid P.I.D.: 793

PACE Operator: G Kincaid P.I.D.: 793

Supervisor Approval: C. Mayeaux P.I.D.: 872

Respectfully Submitted By:

RESIDENTIAL LEASE/RENTAL AGREEMENT

3901

This agreement made this 1st day of May, 2000, (hereinafter called Management) and Trinity (hereinafter called Resident), Management leases to Resident, and Resident rents from Management, residential unit located at 3901 S. Road, Trinity (hereinafter called premises), under the following conditions:

- TERM:** 1. The initial term of this lease shall be 12 mo. beginning May 1 2000 and ending May 1 2001.
- POSSESSION:** 2. If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of rental term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.
- RENT:** 3. Rent is payable monthly, in advance, at a rate of \$ 400.00 dollars (\$ 400.00), per month, during the term of this Agreement on the first day of each month at the office of Management or at such other place Management may designate. Tenant agrees to pay \$20 for each dishonored check.
- RENT DISCOUNT:** 4. There is of the essence of this Agreement, if the rent is accepted before the close of the business day, on the 4th of each month the rate will be \$ 300.00 dollars (\$ 300.00), any returned check will be considered as unpaid rent and not subject to discount.
- EViction:** 5. If the rent called for in paragraph 3 hereof has not been paid by the 15th of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his/her family and possessions evicted from the premises.
- INDemnIFICATION DEPOSIT:** 6. Management acknowledges receipt of 300 dollars (\$ 300.00), as a deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of this Agreement. Deposit will be returned to Resident less a \$50 carpet cleaning charge, thirty (30) days after the residence is vacated if:
- (a) Lease term has expired or agreement has been terminated by both parties; and
 - (b) All monies due Management by Resident have been paid; and
 - (c) Residence is not damaged and is left in its original condition, normal wear and tear excepted; and
 - (d) Management is in receipt of copy of paid final bill on all utilities (includes gas, electric, water, garbage, and telephone).
- (e) Deposit will not be returned if Resident leaves before lease term is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any of the rent payment.
- RENEWAL TERM:** 7. It is the intent of both parties that this lease is for a period of 12 months and that the last month's rent will apply only to the last month of the lease period. Should this lease be terminated by the Resident, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages and the Resident will owe rent through the last day of occupancy.
- SUBJECT:** 8. Resident may not sublet residence or assign this lease without written consent of Management.
- CREDIT APPLICATION:** 9. Management having received and reviewed a credit application filed out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and Management agree the credit application the Resident filed out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if/where has falsified any statement on said application, Management has the right to terminate rental agreement immediately and further agrees Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees, in event Management exercises its option to terminate rental agreement, Resident will remove them or herself, his/her family, and possessions from the premises within 24 hours of notification from Management of the termination of his lease. Resident further agrees to indemnify Management for any damages to property of Management including, but limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set off" for the security deposit and prepaid rent which was forfeited as liquidated damages.
- FIRE AND CASUALTY:** 10. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within that time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damage, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs, Resident has vacated and removed Resident's possessions as required by Management. The date of reoccupancy shall be the date of notice that residence is ready for reoccupancy.
- HOLD OVER:** 11. Resident shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement.
- RIGHT OF ACCESS:** 12. Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.
- USE:** 13. Residence shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. The presence of an individual residing on the premises who is not a signatory on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or to any manner so as to interfere with other Resident's quiet enjoyment of their residence.
- PROPERTY LOSS:** 14. Management shall not be liable for damage to Resident's property for any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Resident acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.
- PETS:** 15. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Management has been obtained.

5

- INDEMNIFICATION:** 16. Resident releases Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgement, lien, or other encumbrance filed against residence as a result of Resident's action.
- FAILURE OF MANAGEMENT TO ACT:** 17. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.
- REMEDIES CUMULATIVE:** 18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident shall pay to Management all expenses incurred in connection therewith.
- NOTICES:** 19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.
- REPAIRS:** 20. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Resident shall make contact with all repair or service people and will be responsible for paying the first \$25 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture therefrom without written permission from Management.
- ABANDONMENT:** 21. If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property remaining on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and the title thereto shall vest in Management.
- MORTGAGEE'S RIGHTS:** 22. Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part; if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.
- RULES AND REGULATIONS:** 23. (a) Signs: Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.
 (b) Locks: Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.
 (c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
 (d) Radio or television aerials shall not be placed or erected on the roof or exterior.
 (e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management therefor.
 (f) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.
 (g) Walls: No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
 (h) Guest: Resident shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Management's rules and regulation may be deemed by Management to be a breach by Resident. No guest may stay longer than 10 days without permission of Management; otherwise a \$10 per day guest charge will be due Management.
 (i) Noise: All radios, television sets, phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.
 (j) Resident shall maintain his/her own yard and shrubbery and furnish his/her own garbage can.
 (k) Resident's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgement, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.
- ENTIRE AGREEMENT:** 24. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed in person the day and year first above written.

Justin Chappelow

 MANAGEMENT

Sarah E. Chappelow
Grace Mitchell
[Signature]

 RESIDENT(S)

NUMBER OF RESIDENTS LIVING WITHIN THE PREMISES: 3

5/10/01

To whom it may concern:

There is a report currently on file with the fraud and forgery department of the Kansas City, Missouri Police. They have assured me that the case will be assigned to a detective and pursued. This process, however is a rather lengthy one. This matter will be pursued in a court of law, but I am trying to protect my credit rating at the present time. I would appreciate any help you can provide in this matter. I do have suspect information including a name and telephone number if you would like to follow up on your end. I have included in this fax transmission a copy of my social security card, lease agreement from May 2000 to May 2001, and a copy of the report that was filed at the Independence Police Department concerning the theft of the identification in question last September. If you require any further proof of residence or identity or general information, please feel free to contact me at:

(913) 461 - 6911 cell phone
(913) 884 - 0101 home phone
(816) 760 - 4020 pager

Thank you and sincere regards-

Sarah E. Chappelow

Sarah E. Chappelow

FRAUD COVER.XLS

NAME	SS#	ADDRESS INVOLVED	REFERRED FROM	MONEY INVOLVED
Sarah E. Chappelaw		4024 prospect	To 9/26/00	
	513-86-2694		Sp 4-26-01	
James E. Dudley		Owner		
		497-64-0241		
	7-16-01		4-17-02	
KCPL		Sarah E. Chappelaw		
	10-10-00			
	3-13-01			
Sp				
on July		for: Co. Mr. Dudley requested Service		
Per Note on CON		in his name		
		Mr. Dudley on 11/01/00 made		
		payment on acct after he questioned if Service		
		was in his Name		
		1444 Stoneridge Cir H4		

Urbana, Ill 630-260-2027

City

Nicor

Gas

1-888-642-6748

Co Ed

1-800-334-7661

& Elec.

Mark