

**Ohio Circuit Court of Record
Seated at Chillicothe**

FROM: Katherine Hine, *sui juris*,
a living woman, on her own behalf and) Case No. 24-ROS-003
on behalf of the owners of HiRGG
Properties, a Private Membership Association
Claimants.

TO: Tonya Free, a living woman, being *sui juris*,
and Greg McCray, a living man, being *sui juris*) PETITION FOR
[c/o] 189 1/2 East Water Street EMERGENCY
Chillicothe, Ohio [near 45601]) JUDGMENT ON
(united states of America); DEFAULTED CLAIMS
Respondents.

COME NOW the above named Claimants and state as follows:

1. Attached is a true and correct, signed copy of a Rental Agreement between Claimants and Respondents, upon which appear Respondents' signatures indicating their formal consent to the authority of the Ohio Circuit Court of Record to resolve any dispute between themselves and Claimants.

2. Also attached to this petition is a true and correct copy of a three (3) Day Notice served upon the above named Respondents, receipt of which was acknowledged, on September 5, 2024, by means of a text message from Respondent Greg McCray to Claimants' agent Debra McCabe, stating and admitting the following:


“So I come home to s notice on the door again...we have been late a few times but we ain't ever been more than a week or 2 behind rent...I don't have a real update except Tonya talked to the lady today and the lady told her 1 to 6 months before we can move in...now what are our next options any kind of advice on that?”

3. Respondents are in violation of the attached Rental Agreement by (a) refusing to pay rent in a timely manner, (b) by refusing to pay the July rent or the current, September rent (c) by refusing to pay their share of the utilities, (d) by bringing in additional people to live at the said rental property, (e) by refusing to keep the premises in a reasonably sanitary condition, (f) by repeatedly giving Claimants false notices expressing their intention to vacate, and (g) by littering the exterior of the premises with abandoned furniture and trash, which they refuse to remove despite Claimants' repeated warnings to do so.

4. Continued occupancy of Claimants' property beyond Monday, September 9, 2024, the date specified in the attached three (3) day Notice, is likely to result in more and potentially irreparable damage to the Claimants' property.


5. Claimants are in need of an emergency Order against Respondents and any others occupying Claimants' premises, and granting Claimants injunctive relief in the form of a set-out Order and monetary judgment to compensate Claimants for now ongoing acts of trespass, vandalism, and breach of contract committed by Respondents through date of judgment, in the current sum of \$3000.00 United States Dollars, representing unpaid rents to date, cleaning charges, and debris disposal.


**NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**


Katherine Hine, Claimant
Outside STATE OF OHIO

ACKNOWLEDGEMENT

Subscribed and sworn to before us, the undersigned witnesses, this 8th day of September, 2024 by Katherine Hine, whose autograph above and right thumb print seal we witnessed on this date on the land of the non-corporate Clark County County, Ohio.


Witness


Witness

HIRGG PROPERTIES, PMA
KATHERINE HINE, GENERAL MANAGER
189 E. Water Street REAR
CHILLICOTHE, OHIO 45601
(740) 703-5747 (telephone)
(614) 633-0215 (telephone)

Thursday, September 5, 2024

THREE DAY NOTICE

BY PERSONAL DELIVERY and EMAIL

To: Tonya Free, Greg McCray and all others dwelling there
[c/o] 189 1/2 East Water Street
Chillicothe, Ohio [45601]

Dear Ms. Free and Mr. McCray:

Due to your failure to pay the rent past due on September 5, 2024, contrary to your August 11, 2023 Rental Agreement with HiRGG Properties, PMA, with respect to the premises at 189 1/2 East Water Street, you are advised as follows:

You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.

Kindly remove all of your belongings and leave the keys on the kitchen counter in the rental premises by no later than 8:00 a.m. on Monday, September 9, 2024.

HiRGG Properties, PMA


By: Debra McCabe, Agent for HiRGG Properties PMA

RENTAL AGREEMENT

This Rental Agreement made this 11th day of August, 2023 by and between HiRGG Properties, pma, hereinafter referred to as "Owner", and Tonya Free and Greg McCray, hereinafter referred to as "Tenants".

The Owner, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenants, does hereby agree to lease to Tenants the following described premises: 189 ½ E. Water Street, Chillicothe, Ohio, for a term of one year, which commenced on August 4, 2023 and to end on August 3, 2024. Tenants covenant and agree to pay a security damage deposit in the amount of \$675, receipt of which is hereby acknowledged. In addition they shall pay monthly rent of \$675, the total rental payment for the twelve month period being in the sum of \$8100, representing the total of the 12 equal payments of \$675 each. Tenants agree to pay said sum in monthly payments as follows: \$675 on or before August 11, 2023, receipt of which is hereby acknowledged, and the balance coming due as follows: \$675 per month on or before the 4th day of each month thereafter for the duration of this agreement, commencing September 4, 2023. There will be a \$50 late charge when rental payment is received after the 5th day of the month and an additional \$5.00 per day for each subsequent day until the rent is paid in full. All payments shall be in cash.

Tenants further covenant and agree to pay Owner an additional sum of \$675 as security for the final month's rent in addition to the above referenced \$675 damage deposit. Receipt of both said sums is also hereby acknowledged.

In the event Tenants remain in the premises after August 3, 2024 pursuant to paragraph XXII hereinbelow, the parties shall determine whether to continue the monthly rental fee of \$675 or some different, agreed-upon amount. Amounts Tenants have already paid for the two deposits above referenced, shall apply to all extensions of this Rental Agreement. It is further understood and agreed between the parties as follows:

- I. Tenants covenant that, on paying the rent and performing the covenants contained in this agreement, they shall and may peaceably and quietly have, hold and enjoy the premises for the agreed term.
- II. Tenants shall use the leased premises exclusively for a private residence for themselves and shall not, without Owner's written consent, assign this lease, sublet any part thereof, or make any alterations.
- III. If the leased premises, or any part of the premises, are vacant for a period of fourteen (14) days without rent having been paid in advance for that period of time, Owner may, on giving fourteen (14) days' written notice to Tenants, declare this lease forfeited and shall, in that event, make reasonable efforts to relet the premises.

Tenants shall be liable to Landlord for all damages suffered by Owner by reason of the forfeiture. Damages shall include, but shall not be limited to, the following: (1) all actual damages suffered by Owner, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises are relet, Tenants agree to pay to Owner, on the same days as rental payments are due under this lease, the actual damages suffered by Owner since the last payment, either of rent or damages, was made. After the premises are relet, Tenants agree to pay to Owner, on the last day of each rental period the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

IV. Tenants shall pay all charges for gas and electricity used during the terms of this lease or any renewal of this lease, except as may be otherwise provided herein. Tenants shall contact American Electric Power (at 1-800-277-2177) on or before August 14, 2023 to arrange for electric service as to the leased premises, to be placed in the name of at least one of said Tenants. Owner shall pay water, sewage, and trash service. Tenants shall reimburse Owner for 40% of the natural gas charges that Owner incurs for the entire duplex known as 189 and 189 ½ E. Water Street. Tenants shall also initiate, contract for and obtain in one of their names, all utility services required in the leased premises, including but not limited to cable, internet service, and telephone, and shall pay all charges for the services as they become due. Tenants shall be required to have telephone service, if only by cell phone, and each party shall immediately update the other in the event that there is a change in the phone number for either.

V. Tenants shall have the free and exclusive use of the entire premises known as 189 ½ E. Water Street, Chillicothe, Ohio, and agree to keep the yard in neat order and condition, regularly mowed, and free of trash and debris. **When moving in, or at other times, Tenants shall not drive or park, or allow to be driven or parked, any truck or other vehicle of any type, upon the yard area of the premises.** Owner shall maintain the yard as far as shrubbery, plants and pruning, but not grass cutting or snow removal, which shall be the responsibility of the Tenants.

VI. Tenants shall not keep domestic or other animals on, in, or about the leased premises without the written consent of the Owner.

VII. Tenants shall comply with all statutes and ordinances, and all common law provisions as to the cleanliness, occupancy, and preservation of the premises, both inside and outside, during the term of this Agreement. While on the premises, Tenants shall not violate any provision of STATE OF OHIO's criminal statutes or of common law, or knowingly or negligently permit others to do so.

VIII. Tenants shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extrahazardous" by any responsible insurance company. However, Tenants remain free to have firearms and ammunition on the premises.

IX. Tenants shall not smoke cigarettes or other substances or permit others to do so, inside the premises.

X. If any of the rents reserved under this Rental Agreement or any other sum payable by Tenants to Owner shall be overdue and unpaid, or should Owner make payments on behalf of Tenants, or should Tenants fail to perform any of the terms of this Rental Agreement, then Owner may, at its option, and without prejudice to any other remedy which Owner may have on account of any non-performance by Tenants, take possession of the leased premises for such failure by Tenants.

XI. Every notice, demand, request, or other communication which may be or is required to be given under this rental agreement or by law shall be by personal delivery and in writing and shall be addressed: (a) if to Owner: HiRGG Properties, pma, 189 East Water Street REAR, Chillicothe, Ohio; and (b) if to Tenants: at the leased premises at 189 ½ E. Water Street, Chillicothe, Ohio. The same shall be deemed delivered when deposited in the UNITED STATES mail, as evidenced by a fully executed certificate of mailing. Notwithstanding the above, either party to this Rental Agreement may use telephone notice to inform the other party of the need for repairs.

XII. If the whole or any substantial part of the leased premises is taken or condemned by any public authority for any use or purposes, the term of this lease shall end upon, and not before the date when possession of the part is required for the use or purposes, and without apportionment of the condemnation award which shall be paid entirely to Owner. Current rent shall be apportioned as of the date of the termination.

XIII. If the leased premises become untenable by reason of fire or other casualty, Owner may, at its option, terminate this Rental Agreement or repair the leased premises within 60 days from receipt of notice from Tenants of the untenable condition. If Owner fails to repair the premises within the established time period, or if the building of which the leased premise forms part, is entirely destroyed, the lease term shall immediately terminate. If Owner elects to repair the leased premises, the rent shall be abated and prorated from the date of the fire or other casualty to the date of reoccupancy, provided that during the repairs Tenants have vacated the leased premises and removed their possessions if so required by Owner. The date of reoccupancy shall be the date of notice to Tenants that the leased premises are ready for occupancy.

XIV. Owner and its authorized representatives shall have the right to enter the leased premises upon reasonable notice to Tenants at any time for the purpose of repairing and inspecting, and at any time within 30 days prior to the termination of the lease term for the purpose of exhibiting the leased premises to prospective tenants, all without interference of any kind and with the consent of the Tenants. Tenants shall pay Owner one month's rent as liquidated damages for each unreasonable interference with the rights set forth in this section.

XV. Tenants shall make no alterations, additions or improvements to the leased premises, except for a reasonable number of small nail holes for wall hangings, and except as provided otherwise in this Rental Agreement, without in each case obtaining Owner's prior written consent and then only upon the terms and conditions specified in the consent. No screws shall be used. All alterations, additions and improvements made by Tenants (including locks and bolts), shall, at the option of the Owner, remain as part of the leased premises. If the Tenants re-key the leased premises, a copy of that key shall be immediately provided to the Owner, along with all old keys and locks.

XVI. Tenants shall look solely to the estate and property of Owner for the collection of any judgment, or other judicial process requiring the payment of money by Owner with respect to any of the terms and conditions of this rental agreement to be observed by Owner, subject, however, to the prior rights of the holder of any mortgage covering the leased premises, and no other assets of the Owner shall be subject to levy, execution, or other judicial process for the satisfaction of Tenants' claims.

XVII. Tenants shall pay Owner all of Owner's costs and expenses incurred as a result of the enforcement of Owner's rights under this lease. Tenants shall have the right to have counsel review this Agreement and the legal fees due for that service shall be the exclusive responsibility of the Tenants.

XVIII. Tenants have examined the leased premises and acknowledge that they are satisfied with the present physical condition of the leased premises.

XIX. Owner agrees to keep and maintain the leased premises in good repair and condition, at its own expense, except as provided otherwise in this Rental Agreement, unless a repair is caused by negligence of either or both Tenants. **If any repairs or replacements are required as a result of a Tenant's lack of ordinary care, or greater degree of culpability, or delay in informing Owner of the need for such repair or replacement, then such repairs shall be made by Owner at Tenants' expense. Tenants expressly agree to notify Owner about any repair that may be required as soon as either becomes aware of the need for such repair. They shall under no circumstances attempt to make said repair themselves or use any contractor not previously approved in writing by Owner.**

XX. Owner specifically undertakes to keep the bushes and plants tended. Yard mowing is the Tenants' responsibility, as is their obligation to keep the exterior of the premises in a tidy and safe condition.

XXI. If Tenants abandon or vacate the leased premises before the end of the lease term, or if the rent is in arrears or if Tenants fail to comply with any of the terms and conditions of this rental agreement, the Owner may, at its option terminate this lease or enter the leased premises as the agent of Tenant, without being liable in any way for the entry, and relet the leased premises with or without any furniture that may be in the premises, at a price and upon terms and for a duration of time as Owner may determine, and receive the rent from reletting, applying the same to the payment of rent due from Tenants, and if the full rental provided for in this rental agreement is not realized by Owner over and above the expenses to Owner of recovering the leased premises and reletting the same, Tenants shall pay any deficiency. If more than full rental is realized, Owner will pay any excess, after deducting its costs, to Tenant on demand.

XXII. Should Tenants remain in possession of the premises with the consent of Owner after the natural expiration of this rental agreement, a new month-to-month tenancy shall be created between Owner and Tenants which shall be subject to all the terms and conditions hereof or on such other terms as may then be agreeable between the parties, but shall be terminated on 30 days written notice served by either Owner or Tenant upon the other party.

XXIII. Upon the expiration or sooner termination of the lease term, Tenants agree to quit and surrender the leased premises broom-clean, in good condition and repair, together with all keys, and all improvements, alterations, additions, lighting fixtures and equipment (which equipment shall be in sound operating condition), at any time made or installed in the leased premises, except personal property. All of the property, personal property excepted, shall become the property of Owner without any claim by Tenants but the surrender of the property to Owner shall not be deemed a payment of rent or in lieu of any rent reserved under this agreement. Before surrendering the leased premises, Tenants shall remove all of Tenants' personal property, and at Owner's option, Tenants shall also remove any alterations, additions, fixtures, equipment and decorations at any time made or installed by Tenants in the leased premises, and Tenants further agree to pay the costs to repair any damage caused by Tenants. If Tenants fail to remove any of Tenants' personal property, the property shall, at the option of Owner, either be deemed abandoned and become the exclusive property of Owner, or Owner shall have the right to remove and store the property, at the expense of Tenants, without further notice to or demand upon Tenants and hold Tenants responsible for any and all charges and expenses incurred by Owner as a result.

XXIV. Tenants agree to defend, pay, indemnify and save Owner, free and harmless from any and all claims, demands, fines suits, actions, proceedings,

orders decrees and judgments of any kind or nature by or in favor of anyone and from or against any and all costs and expenses including reasonable attorney fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly, out of or from or on account of any occurrence in, upon at, or from the leased premises or occasioned wholly or in part through the use and occupancy of the leased premises or any improvements or appurtenances to the leased premises, or by any act or omission or negligence of Tenants in, upon, at or from the leased premises.

XXV. Any dispute which may arise regarding the terms of this Agreement shall be resolved according to Ohio common law, upon prior Notice to any party, in the Ohio Circuit Court of Record, at 43 South Paint Street, Chillicothe, Ohio.

Tonya Free 8-11-23
Tonya Free, Tenant - Date:

Greg McCray 8-11-23
Greg McCray, Tenant - Date:

HiRGG Properties, pma, Owner Date:

By: Debra McCabe 8/11/23
Debra McCabe, Property Manager