



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 12/19)

Date 06/03/2021, Jeffries Family Trust ("Landlord") and Florencio Mendoza ("Tenant") agree as follows ("Agreement"):

### 1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 38 16th St., Hermosa Beach, CA 90254-3401 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Florencio Mendoza
- C. The following personal property, maintained pursuant to paragraph 11, is included: Stove/Oven, Dishwasher, Refrigerator, Wall A/C Unit. or  (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance \_\_\_\_\_.

2. **TERM:** The term begins on (date) June 10, 2021 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** This Agreement shall terminate on (date) June 30, 2022 at 5:00  AM/  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$2,800.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  5 ) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
- D. **PAYMENT:** (1) Rent shall be paid by  personal check,  money order,  cashier's check, made payable to MD Property Management,  wire/electronic transfer, or  other ACH Online Payment. (2) Rent shall be delivered to (name) The Mike Dunfee Group (whose phone number is) (562)493-1400 at (address) 525 E. Seaside Way #101A Long Beach, CA 90802, (or at any other location subsequently specified by Landlord in writing to Tenant) (and  if checked, rent may be paid personally, between the hours of 9:00 am and 5:00 pm on the following days MONDAY - FRIDAY). (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

### 4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$2,800.00 as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials X (FM) ( )

Landlord's Initials X ( ) ( )

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)

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Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com



38 16th St

Premises: **38 16th St., Hermosa Beach, CA 90254-3401**Date: **06/03/2021**

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order, or  cashier's check,  wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>06/10/2021</u> to <u>06/30/2021</u> (date)	\$1,960.00		\$1,960.00	06/04/2021	MD Property Management
*Security Deposit	\$2,800.00		\$2,800.00	06/04/2021	MD Property Management
Other					
Other					
Total	\$4,760.00		\$4,760.00		

\*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5** (or  ) **calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or **6.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: 1 parking spot

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR  B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows:

The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: Electricity, Gas, Cable TV, Internet , except Water, Trash, Sewer , which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. **Gas Meter:** The Premises does not have a separate gas meter.

C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_

B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within **3 days** after execution of this Agreement;  prior to the Commencement Date;  within **3 days** after the Commencement Date.

(ii) Tenant shall complete and return the MIMO to Landlord within **3** (or  **5** ) **days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials  ( EM ) ( \_\_\_\_\_ )

Landlord's Initials  ( JJ ) ( \_\_\_\_\_ )

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**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 8)**

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38 16th St



Premises: 38 16th St., Hermosa Beach, CA 90254-3401

Date: 06/03/2021

D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or  \_\_\_\_\_) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.

E. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

D.  Landlord  Tenant shall maintain \_\_\_\_\_

E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent,  except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

**14. SMOKING:**

A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

**16.  (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.

Tenant's Initials  ( FM ) ( \_\_\_\_\_ )

Landlord's Initials  ( JJ ) ( \_\_\_\_\_ )



Premises: 38 16th St., Hermosa Beach, CA 90254-3401

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**B.** If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

**C. (Check one)**

1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_.

**OR**  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

**17. ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

**18. KEYS; LOCKS:**

**A.** Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  ):  
 1 key(s) to Premises,  remote control device(s) for garage door/gate opener(s),  
 1 key(s) to mailbox,   
 key(s) to common area(s),

**B.** Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

**C.** If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**19. ENTRY:**

**A.** Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.

**B.** Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

**C.**  (if checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

**20. PHOTOGRAPHS AND INTERNET ADVERTISING:**

**A.** In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.

**B.** Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

**21. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

**22. ASSIGNMENT; SUBLETTING:** **A.** Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. **B.** This prohibition also applies (  does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. **C.** Any violation of this prohibition is a non-curable, material breach of this Agreement.

**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

**A.** (1) Tenant <sup>DS</sup> is not in possession of the Premises. If Landlord is unable to deliver possession <sup>DS</sup> of Premises on Commencement

Tenant's Initials  ( EM ) ( \_\_\_\_\_ )

Landlord's Initials  ( JJ ) ( \_\_\_\_\_ )

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Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B.  Tenant is already in possession of the Premises.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:** A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C.  Tenant shall obtain liability insurance, in an amount not less than \$100,000.00, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32 NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Jeffries Family Trust  
525 E Seaside Way #101A  
Long Beach, CA 90802-8018  
310-308-2277 jacob@mikedunfeegroup.com

Tenant: \_\_\_\_\_  
38 16th St.  
Hermosa Beach, CA 90254-3524

Tenant's Initials x( FM ) ( \_\_\_\_\_ )

Landlord's Initials x( JJ ) ( \_\_\_\_\_ )



Premises: **38 16th St., Hermosa Beach, CA 90254-3401**

Date: **06/03/2021**

**33. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**34. REPRESENTATION**

**A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: **(i)** before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; **(ii)** After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

**B. LANDLORD REPRESENTATIONS:** Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

**35. MEDIATION:**

**A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

**B.** The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

**C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

**36. ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ \_\_\_\_\_), except as provided in paragraph 35A.

**37. C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

**38. STATUTORY DISCLOSURES:**

**A.  LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

**B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**

**1.**  Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

**2.**  Premises is a house. Tenant is responsible for periodic pest control treatment.

**C.  METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

**D. BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

**E. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

**F.  RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

**G.  MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

**H. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

**39. SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in Sections 3951 and 3955 of the Act.

**40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement

Tenant's Initials **X** ( EM ) ( \_\_\_\_\_ )

Landlord's Initials **X** ( JJ ) ( \_\_\_\_\_ )

LR REVISED 12/19 (PAGE 6 OF 8)

**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)**



Premises: 38 16th St., Hermosa Beach, CA 90254-3401

Date: 06/03/2021

with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**41. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are confirmed for this transaction:

Landlord's Brokerage Firm MD Property Management License Number 01191497

Is the broker of (check one):  the Landlord; or  both the Tenant and Landlord. (Dual Agent).

Landlord's Agent Mike Dunfee License Number 01191497

Is (check one):  the Landlord's Agent. (salesperson or broker associate)  both the Tenant's and Landlord's Agent. (Dual Agent)

Tenant's Brokerage Firm MD Property Management License Number 01191497

Is the broker of (check one):  the Tenant; or  both the Tenant and Landlord. (Dual Agent)

Tenant's Agent Mike Dunfee License Number 01191497

Is (check one):  the Tenant's Agent. (salesperson or broker associate)  both the Tenant's and Landlord's Agent. (Dual Agent)

**B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

**42.  TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

**44. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

**45. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

**46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Landlord in Default Addendum (C.A.R. Form LID)

Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

Other: Addendum No. 1

**47. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 50 or 51 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

**49.** The Premises is being managed by Owner, (or, if checked):

Listing firm in box below  Leasing firm in box below  Property Management firm immediately below

Real Estate Broker (Property Manager) MD Property Management DRE Lic # 01191497

By (Agent) Mike Dunfee DRE Lic # 01191497

Address 525 E. Seaside Way #101A Long Beach, CA 90802 Telephone # (562)493-1400

Tenant's Initials X (FM) ( )

Landlord's Initials X (JD) ( )



Premises: **38 16th St., Hermosa Beach, CA 90254-3401**

Date: **06/03/2021**

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant  Florencio Mendoza Date 6/3/2021

Print Name Florencio Mendoza C9B74F59DC7842D...

Address 38 16th St City Hermosa Beach State CA Zip 90254-3401

Telephone (951)743-0890 Fax \_\_\_\_\_ E-mail florencm@usc.edu

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**51. Landlord (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord  Jim Jeffries Date 6/8/2021

Jeffries Family Trust

Address 525 E Seaside Way #101A, Long Beach, CA 90802-8018

Telephone (310)308-2277 Fax \_\_\_\_\_ E-mail jacob@mikedunfeegroup.com

**REAL ESTATE BROKERS:**

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 41.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

DocuSigned by: Real Estate Broker (Leasing Firm) MD Property Management DRE Lic. # 01191497

By (Agent) Mike Dunfee Mike Dunfee DRE Lic. # 01191497 Date 6/4/2021

Address 525 E Seaside Way #101A City Long Beach State CA Zip 90802-8018

Telephone (562)493-1400 Fax \_\_\_\_\_ E-mail mike@mikedunfee.com

DocuSigned by: Real Estate Broker (Listing Firm) MD Property Management DRE Lic. # 01191497

By (Agent) Mike Dunfee Mike Dunfee DRE Lic. # 01191497 Date 6/4/2021

Address 525 E Seaside Way #101A City Long Beach State CA Zip 90802-8018

Telephone (562)493-1400 Fax \_\_\_\_\_ E-mail mike@mikedunfee.com

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## BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)  
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated June 3, 2021, on property known as 38 16th St., Hermosa Beach, CA 90254-3401

in which Florencio Mendoza is referred to as ("Tenant")  
and Jeffries Family Trust is referred to as ("Landlord").

### INFORMATION ABOUT BED BUGS:

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
  - # Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - # Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - # Very heavily infested areas may have a characteristically sweet odor.
  - # Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
- Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 6/3/2021 Date 6/8/2021  
 DocuSigned by: DocuSigned by:  
 Tenant  Florencio Mendoza Landlord  Jim Jeffries  
Florencio Mendoza C9B74F59DC7842D... Jeffries Family Trust 42F97C0198DE493...  
 Tenant \_\_\_\_\_ Landlord \_\_\_\_\_

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BBD REVISED 12/18 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

Mike Dunfee Group, 401 Pine Avenue Long Beach CA 90802  
 Mike Dunfee

Phone: 562-221-2187 Fax:  
 Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com



38 16th St



# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"),  Residential Lease After Sale,  Other \_\_\_\_\_, dated June 3, 2021, on property known as 38 16th St., Hermosa Beach, CA 90254-3401, in which Florencio Mendoza is referred to as ("Tenant") and Jeffries Family Trust is referred to as ("Landlord").

**INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:**

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 6/3/2021

DateSigned by: Florencio Mendoza

Tenant Florencio Mendoza C9B74F59DC7842D...

Tenant \_\_\_\_\_

Date 6/8/2021

DateSigned by: Jim Jeffries

Landlord Jeffries Family Trust 42F97C0198DE493...

Landlord \_\_\_\_\_

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TFHD REVISED 12/18 (PAGE 1 OF 1)

## TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)





## RENT CAP AND JUST CAUSE ADDENDUM

(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 06/03/2021 on property known as 38 16th St., Hermosa Beach, CA 90254-3401 in which Florencio Mendoza is referred to as "Tenant" and Jeffries Family Trust is referred to as "Landlord".

### I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs tenant of the following:

**California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.**

### II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

**Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

### III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

### IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

### V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
  - A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

Mike Dunfee Group, 401 Pine Avenue Long Beach CA 90802  
Mike Dunfee

Phone: 562-221-2187 Fax:  
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

38 16th St

- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. **Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant  \_\_\_\_\_ DocuSigned by: Florencio Mendoza **Florencio Mendoza** Date 6/3/2021

Tenant \_\_\_\_\_ C9B74F59DC7842D DocuSigned by: \_\_\_\_\_ Date \_\_\_\_\_

Landlord  \_\_\_\_\_ DocuSigned by: Jim Jeffries **Jeffries Family Trust** Date 6/8/2021

Landlord \_\_\_\_\_ 42F97C0198DE493... \_\_\_\_\_ Date \_\_\_\_\_

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## FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Real estate licensees
  - Mobilehome parks
  - Insurance companies
  - Landlords
  - Real estate brokerage firms
  - Homeowners Associations ("HOAs");
  - Government housing services
  - Sublessors
  - Property managers
  - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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**FHDA 10/20 (PAGE 1 OF 2)**

**FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)**

Mike Dunfee Group, 401 Pine Avenue Long Beach CA 90802  
Mike Dunfee

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5

Phone: 562-221-2187

Fax:

www.lwof.com



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
  - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
  - (ii) Charging that person higher rent or increased security deposit, or
  - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

**10. EXAMPLES OF POSITIVE PRACTICES:**

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

**11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

**12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Florencio Mendoza **Florencio Mendoza** Date 6/3/2021

Buyer/Tenant C9B74E59DC7842D DocuSigned by: \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord Jim Jeffries **Jeffries Family Trust** Date 6/8/2021

Seller/Landlord 42F97C0198DE493... Date \_\_\_\_\_

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other

dated June 3, 2021, on property known as 38 16th St. Hermosa Beach, CA 90254-3401

in which Florencio Mendoza is referred to as ("Buyer/Tenant") and Jeffries Family Trust is referred to as ("Seller/Landlord").

- 1) The tenant is responsible for paying any move-in and move-out deposits and fees to the building, if applicable. Confirmation of paying the move-out fee to the building must be submitted prior to the security deposit is refunded.
2) Tenant to reimburse owner for any fine assessed to the owner because of the tenant or the tenant's guests.
3) Tenant agrees to abide by all HOA Rules and Regulations.
3) Tenant must notify MD Property Mgmt. if tenant changes their telephone number(s) or email address.
5) Upon vacating of the premises, property must be professionally cleaned by a cleaning service and a copy of the receipt for payment for the cleaning service must be provided in order for tenant to receive full security deposit credit for leaving the property cleaned upon move-out. Tenant is responsible for keeping the flooring clean, kitchen and kitchen appliances (inside and out) clean, bathroom, and windows clean.
6) If the tenant loses the keys, fobs, clickers, those items must be replaced at tenants expense and may be deducted from the deposit. That would also include re-keying the front door and/or mailbox.
7) No smoking of any kind is allowed inside the unit.
8) 14-days after tenant moves in, it is the tenant's responsibility to replace any 'standard' light bulbs as defined here: (1) Any light bulb that does NOT require a ladder; (2) Is NOT a specialty-type of light bulb that costs additional \$\$; (3) Requires installation by a technician. Tenant is also responsible for replacing the air conditioning filter every 6-months. (may be purchased at Ace Hardware Stores)
9) Owner must make sure that all appliances, smoke detectors and lights are in working order upon the tenant taking possession of the premises.
10) All properties are rented with fully functional Smoke / Carbon Monoxide Alarms. Tenants are responsible to make sure they all remain secured to wall for their security. If an alarm is not functioning properly the owner/management company will repair it. If any alarms are found to be missing or detached from the wall, the tenant is responsible for re-attaching to the wall, AND also responsible for any costs associated with purchasing any new alarms that are found missing during their tenancy. If found missing upon move out, any such costs required to replace will be deducted from Security Deposit reimbursement.

See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 6/3/2021
DocuSigned by: Florencio Mendoza
Buyer/Tenant X Florencio Mendoza

Date 6/8/2021
DocuSigned by: Jim Jeffries
Seller/Landlord X Jeffries Family Trust

Buyer/Tenant

Seller/Landlord

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 1 (C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 38 16th St., Hermosa Beach, CA 90254-3401

in which Florencio Mendoza is referred to as ("Buyer") and Jeffries Family Trust is referred to as ("Seller").

1) ADM:

- 11) If any extensive damage is done to the walls, tenant may be held responsible for any repairs at tenants costs.
12) Renters Insurance with liability clause is mandatory and proof of policy must be given to property manager.
13) This is a 1-year lease term. If the lease is broken for any reason, tenant will pay a penalty of 2 months current rent.
14) The tenant must return their Move-in Condition Form within 10 business days of their agreed move-in date.
15) Tenant agrees to periodic maintenance checks with 24 hours Notice.
16) Cost for unclogging of drains are the responsibility of the tenant and as such will be added to their rent payment for that month.
17) If tenant has a guest that stays longer than 7 days, it must be brought to the attention of the Portfolio Manager and approved by the owner.
18) If tenant wants to paint inside the condo, or mount a TV, it must be brought to the attention of the Portfolio Manager and approved by the owner.
19) Tenant MAY NOT store any flammable or illegal items (i.e. unregistered firearms, etc.) in the property.
20) Property Inspections may be requested by owner at any time. MD Property Management will contact tenant in advance to schedule/coordinate with tenant to conduct inspections.
21) Patio area is a common space for tenants in the building.
22) A/C unit is free to use but will not be replaced or repaired by owner.

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer Florencio Mendoza Date 6/3/2021
Buyer Date
Seller Jim Jeffries Date 6/8/2021
Seller Jeffries Family Trust Date

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## CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form CMD, 4/12)

Property Address: 38 16th St., Hermosa Beach, CA 90254-3401

### 1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

- A. Requirements:** California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- B. Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

**2. DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

**3. COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

**4. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Carbon Monoxide Detector Notice.

	DocuSigned by:		
<b>Seller/Landlord</b> X		<u>Jeffries Family Trust</u>	Date <u>6/8/2021</u>
	(Signature) <small>42F97C0198DE493...</small>	(Print Name)	
<b>Seller/Landlord</b>			Date _____
	DocuSigned by:		
		<u>Florencio Mendoza</u>	Date <u>6/3/2021</u>
<b>Buyer/Tenant</b> X	(Signature) <small>C9B74F59DC7842D...</small>	(Print Name)	
<b>Buyer/Tenant</b>			Date _____
	(Signature)	(Print Name)	

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**CMD 4/12 (PAGE 1 OF 1)**

**CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)**



CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [ ] California Residential Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, or [ ] Other:

, dated June 3, 2021, on property known as: 38 16th St., Hermosa Beach, CA 90254-3401 ("Property") in which Florencio Mendoza is referred to as Buyer or Tenant and Jeffries Family Trust is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

DocuSigned by: Jim Jeffries 6/8/2021 Seller or Landlord Jeffries Family Trust Date

Seller or Landlord Date

Tenant's Initials (FM) Buyer's Initials X( ) ( )

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FLD REVISED 11/10 (PAGE 1 OF 2)

Reviewed by Date



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Property Address: 38 16th St., Hermosa Beach, CA 90254-3401

Date June 3, 2021

**2. LISTING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

MD Property Management

(Please Print) Agent (Broker representing Seller or Landlord)

By Mike Dunfee Date 6/4/2021  
Associate Licensee or Broker Signature

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

X Florencio Mendoza Date 6/3/2021  
Buyer or Tenant  
Florencio Mendoza

Buyer or Tenant Date

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

MD Property Management

Agent (Broker obtaining the Offer)

By Mike Dunfee Date 6/4/2021  
Associate Licensee or Broker Signature

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



## HOUSE RULES AND REGULATIONS

### **A. GENERAL:**

1. This Agreement is an Addendum and incorporates by reference into the Rental Agreement between Landlord and Resident.
2. No persons, pets, or animals of any kind are permitted to occupy premises other than those listed on the lease without the express written consent of owner or agent.
3. Management is not responsible for damage or theft of any personal property. Tenant must obtain own renter's insurance for this purpose.
4. Damage to the unit, equipment and furnishings above and beyond normal wear and tear shall be paid for by resident(tenant). This includes alterations of any type (painting, hanging pictures, changing locks) without consent of landlord/agent will be at tenant's expense.

### **B. NOISE & CONDUCT:**

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests nor permit anything by such persons which will interfere with the rights, comforts or convenience of others.
2. Resident shall ensure that all musical instruments, televisions, stereo/radio, etc., are played at a volume which will not disturb others.
3. Resident is responsible for the activities and conduct of Resident and their guests, outside of the unit on the common grounds, parking areas, or any recreation facilities.
4. No lounging, visiting or loud talking, that may be disturbing to other residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00a.m.

### **C. CLEANLINESS & TRASH:**

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Residents shall not permit littering of papers, cigarette butts or trash in and around the unit.
4. Residents shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Residents shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the tenant in accordance with State and local laws.
6. Any residue from oil spillage or any other fluids must be removed at tenant expense before move out to avoid tenant cost to remediate being deducted from security deposit upon move out.
7. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
8. Residents may not leave items in the hallways or other common areas.
9. Clothing, curtains, rugs, etc., shall not be hung outside of any window, ledge, or balcony.

### **D. SAFETY:**

1. Security is the responsibility of each resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety; or injury or damage caused by the criminal acts of other persons. Landlord does not provide protection services.
2. Residents shall ensure that all doors are locked during Resident's absence.
3. Residents shall ensure that appliances be turned off before leaving the unit.
4. When leaving for an extended period, Resident shall notify length of time they will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with name of any person or entity permitted by Resident to enter unit.



**6. SMOKING IN BED IS PROHIBITED.**

**7. SMOKING IS ONLY PERMITTED IN THE DESIGNATED AREA PLEASE REFERENCE YOUR LEASE AGREEMENT.**

- 8. The use of storage or gasoline, cleaning solvent or other combustibles in the unit or garage is prohibited.
- 9. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
- 10. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items are left in the halls, stairways or about the building unattended.


**E. MAINTENANCE, REPAIRS & ALTERATIONS:**

- 1. The unit is supplied with smoke detection device(s). Upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detectors batteries, if any, as needed unless otherwise provided by law.
- 2. Resident shall advise Landlord of any items requiring repair (dripping faucets, light switches, etc.) Notification should be immediate in an emergency or for normal problems within business hours. Repair requests should be made as soon as the defect is noted.
- 3. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by resident.
- 4. **NO ALTERATIONS OR IMPROVEMENTS** shall be made by Residents without the consent of Landlord. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Residents shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

**F. PARKING & VEHICLES:**

- 1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in assigned areas or designated guest parking at all times and will not park in another resident's designated parking space. Vehicles parked in unauthorized areas or in another resident's space may be towed at the vehicle owner's expense.
- 2. Inoperable, abandoned, unregistered vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
- 3. All vehicles on the premises must be operable, registered, insured and free from leaking fluids while parked. There shall be no vehicle repairs or maintenance performed on or about premises.
- 4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, Landlord's option, be the basis for terminating the tenancy herein.

**The undersigned Resident(s) acknowledge having read and understood the foregoing and receipt of a duplicate original.**

DocuSigned by:  
  
 Resident \_\_\_\_\_ Date 6/3/2021

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

# **MIKE DUNFEE**

## **GROUP**

Sales · Leasing · Property Management

### **'REQUIRED INSURANCE' ADDENDUM TO LEASE AGREEMENT**

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Tenant is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Tenant's legal liability for damage to Owner's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Tenant is required to furnish Owner with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Tenant does not have 'Required Insurance', Tenant is in breach of the Lease and Owner shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Owner and seek contractual reimbursement from the Tenant for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Tenant may obtain Required Insurance or broader coverage from an Insurance Agent or Insurance Company of their choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Owner, who may purchase such coverage through the Owner's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Owner for the LLIP coverage shall be charged to Tenant as a recoverable expense under the Lease. Some important points of this coverage, which Tenant should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Owner is the Insured under the LLIP. This is single interest forced placed insurance. Tenant is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Owner.
2. LLIP coverage is NOT personal liability insurance or Renters Insurance. LLIP does not cover the Tenant's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then they should contact an insurance agent or insurance company of their choice to obtain personal liability insurance or Renters Insurance to protect their interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Owner may purchase Owner's insurance without notice and add the total cost associated therewith to Tenant's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Tenant for the Owner obtaining LLIP shall be (\$9.50) per month. This is an amount equal to the actual premium charge to the Owner including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of three dollars (\$3.00) to be retained by the Owner for processing and handling will be charged.
7. In the event that loss or damage to Owner's property exceeds the amount of Required Insurance, Tenant will remain contractually liable to Owner for such amount. In the event of liability to any other party for bodily injury or property damage, Tenant shall remain liable to such other party.
8. It shall be the Renter's duty to notify Owner of any subsequent purchase of Renters Insurance.

Scheduling of the premises under the LLIP is not mandatory and Tenant may purchase Required Insurance from an insurance agent or insurance company of their choice at any time and coverage under the LLIP will be terminated by the Owner.

DocuSigned by:

*Florencio Mendoza*

6/3/2021

Tenant Signature

0B74F59DC7842D...

Date

## LEGAL LIABILITY TO LANDLORD INSURANCE

# What You Need to Know

As a condition of our lease, we require all residents to carry liability insurance (\$100,000) for damage to the landlord's property during the term of their lease.

To satisfy this lease requirement you have two options:

### OPTION 1:

#### **Sign up for Renters Insurance and provide proof of coverage.**

Having renters Insurance not only meets your lease requirement, it also protects your personal belongings from theft or damage. If you do not currently have renters insurance, consider looking into a policy with your auto insurance provider for multi-line discounts.

### OPTION 2:

#### **Do nothing — you will automatically be enrolled in our Legal Liability to Landlord Insurance Program.**

This is an easy and low cost way to meet your lease requirement, but does not cover your personal belongings. You pay the monthly premium together with rent. (Details below).

## Legal Liability to Landlord Insurance Program Details

### **POLICY COVERAGE:**

#### **\$100,000 Legal Liability for damage to Landlord's property.**

The coverage provided by our legal liability to landlord program meets the minimum requirements of the lease. The policy covers only your legal liability for damage to the landlord's property (covered losses include fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump, falling objects, riot, or civil commotion) up to \$100,000.

The policy is not personal liability insurance or renters insurance. The policy does not cover any of your personal belongs, additional living expenses, or liability arising out of bodily injury or property damage to any third party. If you require any of this coverage, you should contact an insurance agent or insurance company of your choice and sign up for a Renters Insurance Policy.

### **POLICY DETAILS:**

#### **All Claims should be reported to the Property Management Company.**

Our legal liability to landlord insurance policy is provided by Great American E&S Insurance Company. For complete details visit:

<http://www.appfolio.com/notice-of-insurance>

### **PLEASE NOTE:**

#### **You are under no obligation to participate in our legal liability to landlord insurance program.**

You may satisfy the lease requirement by obtaining a personal renters insurance or liability insurance policy from an insurance agent or insurance company of your choice and providing proof of coverage (a copy of the declarations page) for the duration of your lease.