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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By C. Cervantes, Deputy Clerk

7 Attorneys for ALL PLAINTIFFS
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
11

12 MYLES DORSEY, an individual;
FRANCISCA VAZQUEZ BARRIOS, an
13 individual; EZEKIEL ALI DORSEY, a minor
child by and through his Guardian ad Litem,
14 FRANCISCA VAZQUEZ BARRIOS; and
MAHLIA DORSEY, a minor child by and
15 through her Guardian ad Litem, FRANCISCA
VAZQUEZ BARRIOS,

16 Plaintiffs,

17 vs.

18 AZURE REALTY, INC., a California
corporation; LESTER CRAWFORD, an
19 individual, and DOES 1- 20 inclusive,

20 Defendants.
21
22
23

Case No. **24STCV11093**

COMPLAINT FOR:

1. **BREACH OF IMPLIED WARRANTY OF HABITABILITY;**
2. **TORTIOUS BREACH OF IMPLIED WARRANTY OF HABITABILITY;**
3. **NEGLIGENCE;**
4. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
5. **PRIVATE NUISANCE; AND**
6. **VIOLATION OF RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT (42 USC 4852d)**

24
25 Plaintiffs, and each of them, complain and allege as follows:

26 **GENERAL ALLEGATIONS**

27 1. This is a lead poisoning case involving the Dorsey Family (defined below) and two
28 (2) rental properties which have lead poisoned minor child Ezekiel Ali Dorsey (age 3), and minor

1 child Mahlia Dorsey (age 2). Defendants conduct described herein has caused Plaintiffs permanent
2 neurological, physiological, behavioral, and/or emotional harm.

3 2. Plaintiffs Myles Dorsey, Francisca Vazquez Barrios, minor child Ezekiel Ali
4 Dorsey ("Ezekiel"), and minor child Mahlia Dorsey ("Mahlia") (collectively, "Plaintiffs" or "the
5 Dorsey Family") are individuals with their principal place of residence in Los Angeles County,
6 California. The Dorsey Family occupied that certain single family residence located at 4305 S.
7 Flower St, Los Angeles, California, 90037 ("Flower St. Property") from November 1, 2013, to
8 May 13, 2023. The Dorsey Family thereafter occupied that certain single family residence located
9 at 1357 S. Orange Dr., Los Angeles, CA 90019 ("Orange Dr. Property") from May 13, 2023, to
10 present.

11 3. For ease of reference, all plaintiffs named herein will collectively be referred to as
12 "Plaintiffs." A "Tenant Property Profile" which lists the name of each plaintiff, each plaintiffs'
13 date of birth, the address of the subject properties, and the dates Plaintiffs lived in each property is
14 attached hereto as **Exhibit A** and incorporated by reference herein as though set forth in full
15 hereat. Based on the age of the Minor Children, Plaintiffs are entitled to a mandatory trial
16 preference pursuant to Code of Civil Procedure, Section 36(b) and (f).

17 4. Plaintiffs are informed and believe and thereon allege that defendant Azure Realty,
18 Inc. ("Azure Realty") is a California corporation with its principal place of business in Los
19 Angeles County, California. Plaintiffs are informed and believe and thereon allege that Lester
20 Crawford ("Crawford") is an individual with his principal place of residence in Los Angeles
21 County, California. Plaintiffs are further informed and believe and thereon allege that Crawford is
22 the principal owner, director, officer, and agent of Azure Realty and directed all of Azure Realty's
23 conduct, acts, and omissions described herein.

24 5. Plaintiffs are informed and believe and thereon allege that Azure Realty and/or
25 Crawford entered into an oral and/or written agreement to manage, repair, and maintain the Flower
26 St. Property and the Orange Dr. Property with the owners of said properties. Plaintiffs are the
27 intended third-party beneficiary of those agreements.

28 6. The true names and capacities of Does 1 through 20, inclusive, are unknown to

1 Plaintiffs who therefore sue such defendants by said fictitious names. Plaintiffs will amend this
2 complaint to state the true names of Does 1 through 20 when known. For ease of reference, all
3 named and fictitious defendants will collectively be referred to herein as "Defendants."

4 7. At all times mentioned herein, Defendants, and each of them, were subject to
5 common law and statutory duties which required Defendants to provide Plaintiffs with safe and
6 tenantable rental dwellings that complied with all habitability requirements imposed by state,
7 county and local laws including, but not limited to, Civil Code, Section 1941.1, Health and Safety
8 Code, Section 17920.3, Title 11 of the Los Angeles County Code and other statutes, regulations
9 and ordinances.

10 8. Notwithstanding these non-waivable and non-delegable duties, Defendants have
11 breached their common law and statutory duty of care by intentionally and/or negligently failing to
12 (a) provide the Dorsey Family with disclosure statements required by federal law, (b) identify, test
13 for, and abate deteriorated lead-based paint at the Flower St. Property, (c) identify, test for, and
14 abate deteriorated lead-based paint at the Orange Dr. Property, and (d) identify and repair physical
15 defects impacting the Flower St. Property and the Orange Dr. Property. Defendants' intentional
16 and/or negligent failure to maintain the habitability of the Flower St. Property and Orange Dr.
17 Property has harmed Plaintiffs and threatened the health and safety of Plaintiffs, their children and
18 the community at large. This health and safety threat is continuing and ongoing.

19 9. Plaintiffs are informed and believe and thereon allege that the Flower St. Property
20 and the Orange Dr. Property were impacted by toxic and dangerous amounts of lead-based paint.
21 At all relevant times, Defendants had actual and/or constructive knowledge of the presence of
22 actual or presumed lead-based paint at the Flower St. Property and the Orange Dr. Property.

23 10. The Flower St. Property and the Orange Dr. Property have, at all relevant times,
24 been a lead hazard and a lead hazard to children under applicable law. Health & Safety Code,
25 Section 124125, provides that "[t]he Legislature hereby finds and declares that childhood lead
26 exposure represents the most significant childhood environmental health problem in the state
27 today; that too little is known about the prevalence, long-term health care costs, severity, and
28 location of these problems in California. "that excessive lead exposure causes acute and chronic

1 damage to a child's renal system, red blood cells, and developing brain and nervous system . . . ".

2 11. Health & Safety Code, Section 17920.10 provides that "any building . . . is deemed
3 to be in violation of this part as to any portion that contains lead hazards." Section 17920.10
4 defines "lead hazards" as "deteriorated lead-based paint . . . in amounts that are equal to or exceed
5 the amount of lead established [in the California Code of Regulations] or by this section and that
6 are likely to endanger the health of the public or occupants thereof . . ." Title 17, California Code
7 of Regulations, Section 35043 provides that multi-family properties constructed prior to 1978 are
8 "presumed" to contain lead-based paint.

9 12. Title 17, California Code of Regulations, Section 35037 defines a "lead hazard" as
10 "deteriorated lead-based paint, lead contaminated dust, lead contaminated soil, disturbing lead-
11 based paint or presumed lead-based paint without containment, or any other nuisance which may
12 result in persistent and quantifiable exposure."

13 13. Title 11, Los Angeles, County Code, Section 11.28.010 defines "lead hazard to
14 children" as "the presence of readily accessible, dangerous levels of lead-bearing substances on
15 any . . . interior surfaces . . . of any dwelling . . . inhabited or frequented by children." Title 11, Los
16 Angeles County Code, Section 11.28.030 provides that "no person shall permit readily accessible,
17 dangerous levels of lead bearing substances . . . to remain on . . . the exterior or interior surfaces . .
18 . of any dwelling . . . or on any premises inhabited or frequented by children."

19 14. The deteriorated lead-based paint and lead hazards at the Flower St. Property and
20 the Orange Dr. Property have caused Plaintiffs permanent bodily injury and emotional distress.
21 The lead hazards at the subject properties have and continue to threaten the health and safety of
22 Plaintiffs, and the public at large. At all relevant times, Defendants had actual and/or constructive
23 notice of the lead hazards described herein. Defendants have at all times intentionally and/or
24 negligently failed to properly abate and eradicate the lead hazards at the subject properties to save
25 money and increase their cash flow and net income produced by the subject properties. A blood
26 lead history which reflects the blood lead levels suffered by Ezekiel and Mahlia is attached hereto
27 as **Exhibit B** and incorporated by reference herein as though set forth hereat.

28 15. The conduct which resulted in the defects described above was directed or ratified

1 by Defendants and their respective employees, all of whom had substantial independent authority
2 and judgment over decisions that ultimately determined Defendants' management and corporate
3 policies.

4 **FIRST CAUSE OF ACTION**

5 **Breach of Implied Warranty of Habitability**

6 **(By All Plaintiffs Against Defendants)**

7 16. Plaintiffs re-allege and incorporate by reference each and every allegation
8 described above as though set forth in full hereat.

9 17. On or about November 1, 2013, Myles Dorsey's grandmother Irma J. Smiley
10 entered into a written lease (the "Flower St. Lease") with one or more Defendants in connection
11 with the occupancy of Flower St. Property. Plaintiffs are informed and believe and thereon allege
12 that Azure Realty acted as Defendants' real estate broker and/or agent and arranged Plaintiffs'
13 lease and occupancy of the Flower St. Property. Plaintiffs are further informed and believe and
14 thereon allege that Azure Realty and Crawford managed the Flower St. Property from November,
15 2013 to May, 2023. At all relevant times, Crawford personally acted for and on behalf of Azure
16 Realty and controlled all dealings with the Dorsey Family in connection with their occupancy and
17 rental of the Flower St. Property. A true and correct copy of the Flower St. Lease is attached as
18 **Exhibit C** and incorporated by reference herein as though set forth in full hereat.

19 18. Myles and Francisca's children, Ezekiel Ali Dorsey and Mahlia Dorsey were born
20 and lived at the Flower St. Property from their date of birth to May 13, 2023. On or about April
21 17, 2023, Ezekiel's parents were informed that Ezekiel's blood lead level was 17 mcg/dL. Mahlia's
22 parents were thereafter informed that Mahlia had an elevated blood lead level of 4.3 mcg/dL.
23 There is no safe blood lead level. Blood lead levels as low as 2 mcg/dL are known to cause
24 neurological, physiological, and behavioral harm. Ambient background levels of lead in American
25 children is approximately .87 mcg/dL. The CDC has established a reference level of 3.5 mcg/dL as
26 the level which justifies the intervention of public health officials to determine the source of the
27 child's lead poisoning. Per Health & Safety Code, Section 105280(b), any child with a blood lead
28 level of 3.5 mcg/dL or above has lead poisoning.

1 19. Following the discovery of Ezekiel's blood lead level, the Los Angeles County
2 Department of Public Health Childhood Lead Poisoning Prevention Program ("CLPPP")
3 conducted an investigation to determine the source of Ezekiel's lead poisoning. Following an
4 initial and/or final determination that the Flower St. Property was contaminated with deteriorated
5 lead-based paint, and lead-contaminated dust, the Dorsey Family was relocated by Azure Realty
6 and Crawford to the Orange Dr. Property.

7 20. Upon relocation to the Orange Dr. Property, the Dorsey Family executed that
8 certain Residential Lease or Month-to-Month Rental Agreement dated May 7, 2023 ("Orange Dr.
9 Lease"). Azure Realty was the broker and/or real estate agent who arranged the Plaintiff's lease or
10 and rental of the Orange Dr. Property. A true and correct copy of the Orange Dr. Lease is attached
11 as **Exhibit D** and incorporated by reference herein as though set forth in full hereat.

12 21. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
13 Azure Realty and Crawford managed the Orange Dr. Property. Dangerous levels of deteriorated
14 lead-based paint was subsequently discovered at the Orange Dr. Property. At no time did Azure
15 Realty or Crawford inform plaintiffs that the Orange Dr. Property was contaminated with actual or
16 presumed deteriorated lead-based paint.

17 22. Implied in law in the Flower St. Lease and the Orange Dr. Lease, and by virtue of
18 the landlord-tenant relationship between Plaintiffs and Defendants, as well as Azure Realty's role
19 as the property manager responsible for the repair and maintenance of the Flower St. Property and
20 the Orange Dr. Property, Defendants were required to repair and maintain the subject properties in
21 compliance with the common law and statutory warranty of habitability.

22 23. Defendants breached the implied terms of Plaintiffs' leases by failing to provide
23 Plaintiffs with habitable dwellings as required under applicable law. Plaintiffs have performed
24 under and pursuant to the terms of the Lease except as excused by Defendants' breach of the
25 express or implied terms of the above referenced Lease and other wrongful conduct. Defendants
26 have, at all relevant times, had actual and/or constructive notice of the defects described herein.

27 24. As the direct and proximate result of the foregoing, Plaintiffs have been damaged
28 in an amount in excess of the jurisdiction of this Court. Plaintiffs will amend this complaint to

1 state the full amount of their damages when known.

2 25. Subject to the terms of the Flower St. Lease, the Orange Dr. Lease, and/or
3 applicable law, Plaintiffs are entitled to an award of attorney's fees and costs.

4 **SECOND CAUSE OF ACTION**

5 **Tortious Breach of the Implied Warranty of Habitability**

6 **(By All Plaintiffs Against All Defendants)**

7 26. Plaintiffs re-allege and incorporate by reference each and every allegation
8 described above as though set forth in full hereat.

9 27. Defendants were and at all times have been under a duty to maintain the Flower St.
10 Property and the Orange Dr. Property in habitable condition throughout the term of Plaintiffs'
11 occupancy of the Flower St. Property and the Orange Dr. Property. A rental dwelling unit is
12 deemed substandard and untenable if it substantially lacks any of the affirmative standard
13 characteristics described in Civil Code, Section 1941.1, or meets the definition of substandard
14 building under Health & Safety Code, Section 17920.3, or Health & Safety Code, Section
15 17920.10.

16 28. At all relevant times herein, the Flower St. Property and the Orange Dr. Property
17 was contaminated by deteriorated lead-based paint and lead-contaminated dust. These materially
18 defective, illegal, non-complying and substandard conditions were not reasonably known to
19 Plaintiffs at the time they took possession of the Flower St. Property and the Orange Dr. Property.

20 29. Defendants were on actual and/or constructive notice of the deteriorated lead-based
21 paint at the Flower St. Property and the Orange Dr. Property. Notwithstanding Defendants'
22 knowledge of the illegal conditions impacting the subject properties, Defendants repeatedly failed
23 or delayed making repairs to the subject properties.

24 30. As the direct and proximate result of the foregoing, Plaintiffs have suffered
25 permanent bodily injury, property damage, emotional distress, and/or other damages in an amount
26 in excess of the jurisdiction of this Court.

27 31. Subject to the terms of the Flower St. Lease, the Orange Dr. Lease, and/or
28 applicable law, Plaintiffs are entitled to an award of attorney's fees and costs.

THIRD CAUSE OF ACTION

Negligence

(By All Plaintiffs Against All Defendants)

32. Plaintiffs re-allege and incorporate by reference each and every allegation described above as though set forth in full hereat.

33. At all times referenced herein, Defendants owed a duty to Plaintiffs to operate, manage, and repair the Flower St. Property and the Orange Dr. Property consistent with the terms of Flower St. Lease, the Orange Dr. Lease, relevant statutes, and the implied warranty of habitability.

34. Defendants' duty of care included the obligation to provide Plaintiffs with safe and habitable housing that complied with all applicable state and local laws, ordinances and regulations governing the care and maintenance of residential dwellings including those set forth in Civil Code, Sections 1941 and 1941.1, Health & Safety Code, Section 17920.3, Health & Safety Code, Section 1720.10, the California Code of Regulations, the Los Angeles County Code, and other statutes, regulations or local ordinances designed and intended to regulate the operation and management of rental properties.

35. Azure Realty and Crawford's duty of care also included the obligation to provide Plaintiffs with the required Lead Warning Statement and EPA pamphlet *Protect Your Children from Lead in Your Home* ("EPA Pamphlet") as required by the Residential Lead-Based Paint Hazard Reduction Act (42 USC 4852d).

36. Defendants failed to properly operate and manage the Flower St. Property, and the Orange Dr. Property as required by law. Defendants have breached their duty of care by failing to properly repair, operate and maintain the subject properties. Azure Realty and Crawford's failure to provide Plaintiffs with a Lead Warning Statement and the EPA Pamphlet constituted a violation of applicable statutes, ordinances and regulations, and negligence per se.

37. As the direct and proximate result of the foregoing, Plaintiffs have suffered and continue to suffer permanent bodily injury, emotional distress and property damage in an amount in excess of the jurisdiction of this Court. Plaintiffs will seek leave to amend this complaint to

1 state the full amount of their damages when known.

2 38. Subject to the terms of the Flower St. Lease, the Orange Dr. Lease, and/or
3 applicable law, Plaintiffs are entitled to an award of attorney's fees and costs.

4 **FOURTH CAUSE OF ACTION**

5 **Intentional Infliction of Emotional Distress**

6 **(By All Plaintiffs Against All Defendants)**

7 39. Plaintiffs re-allege and incorporate by reference each and every allegation
8 described above as thought set forth in full hereat.

9 40. Defendants' conduct in intentionally failing to repair and maintain the Flower St.
10 Property and the Orange Dr. Property as well as identify the lead hazards at the Property was
11 outrageous and beyond all boundaries of decency and reasonable civilized conduct. Defendants at
12 all times knew and were aware that failing to repair and maintain the subject properties was sure to
13 cause Plaintiffs permanent bodily injuries and resulting severe emotional distress. Defendants at
14 all times acted with reckless disregard of the probability of causing Plaintiffs' severe emotional
15 distress.

16 41. As the direct and proximate result of Defendants' outrageous conduct, Plaintiffs
17 have suffered severe emotional distress in an amount in excess of the jurisdictional limits of this
18 Court. Plaintiffs have and continue to suffer emotional distress and related physical symptoms or
19 bodily injury including anxiety, fright, sleeplessness, depression, nausea, worry and fatigue.
20 Defendants' conduct was a substantial factor in causing Plaintiffs' emotional distress and related
21 physical symptoms.

22 42. Subject to the terms of the Flower St. Lease, the Orange Dr. Lease, and/or
23 applicable law, Plaintiffs are entitled to an award of attorney's fees and costs.

24 **FIFTH CAUSE OF ACTION**

25 **Private Nuisance**

26 **(By All Plaintiffs Against All Defendants)**

27 43. Plaintiffs re-allege and incorporate by reference each and every allegation
28 described above as though set forth in full hereat.

1 44. Plaintiffs are informed and believe and thereon allege that the physical defects
2 impacting the Flower St. Property and the Orange Dr. Property harmed Plaintiffs' health resulting
3 in permanent neurological harm, physiological harm, emotional distress, and/or other damages.

4 45. These conditions, which were created by Defendants' ownership, operation and/or
5 management of the subject properties, obstructed Plaintiffs' free and quiet use of the subject
6 properties. The interference with Plaintiffs' interests in the free and quiet use and enjoyment of the
7 subject properties was sufficient to substantially annoy or disturb the reasonable person.

8 46. Defendants' negligent ownership, operation and management of the subject
9 properties generated no public benefit, and Plaintiffs never consented to such conduct.
10 Defendants' ownership, operation and/or management of the subject properties and the physical
11 condition of the Property constituted a private nuisance within the meaning of Civil Code,
12 Sections 3479 and 3481.

13 47. As the direct and proximate result of the foregoing, Plaintiffs have suffered and
14 continue to suffer actual damage including, but not limited to, bodily injury, emotional distress
15 and property damage in an amount in excess of the jurisdiction of this Court. Plaintiffs will seek
16 leave to amend this complaint to state the full amount of their damages when known.

17 48. Subject to the terms of the Flower St. Lease, the Orange Dr. Lease and/or
18 applicable law, Plaintiffs are entitled to an award of attorney's fees and costs.

19 **SIXTH CAUSE OF ACTION**

20 **Violation of Residential Lead-Based Paint Hazard Reduction Act**

21 **(By All Plaintiffs Against Azure Realty)**

22 49. Plaintiffs re-allege and incorporate by reference each and every allegation
23 described above as though set forth in full hereat.

24 50. The Residential Lead-Based Paint Hazard Reduction Act at 42 USC Section 4851
25 provides, in pertinent part, as follows:

26 The Congress finds that—

27 (1) low-level lead poisoning is widespread among American
28 children, afflicting as many as 3,000,000 children under age 6, with
minority and low-income communities disproportionately affected;

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(2) at low levels, lead poisoning in children causes intelligence quotient deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems;

(3) pre-1980 American housing stock contains more than 3,000,000 tons of lead in the form of lead-based paint, with the vast majority of homes built before 1950 containing substantial amounts of lead-based paint;

(4) the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children;

(5) the health and development of children living in as many as 3,800,000 American homes is endangered by chipping or peeling lead paint, or excessive amounts of lead-contaminated dust in their homes;

(6) the danger posed by lead-based paint hazards can be reduced by abating lead-based paint or by taking interim measures to prevent paint deterioration and limit children's exposure to lead dust and chips . . .

51. 42 USC Section 4852d and related regulations (24 CFR 35.80 et. seq. and 40 CFR 745.107 et. seq.) required Defendants to provide Plaintiffs with a (i) Lead Warning Statement, (ii) EPA Pamphlet, and (iii) disclose any known lead-based paint or lead-based paint hazards at the Flower St. Property and/or the Orange Dr. Property prior to the execution of the Flower St. Lease and the Orange Dr. Lease.

52. Notwithstanding this statutory obligation, Defendants failed to provide Plaintiffs with a Lead Warning Statement; (ii) failed to provide Plaintiffs with the EPA Pamphlet, and (iii) failed to disclose the presence of the lead hazards at the subject properties.

53. As the direct and proximate result of the foregoing, Plaintiffs have been exposed to dangerous levels of lead-based paint, have contracted lead poisoning, have suffered emotional distress, and have been damaged in an amount in excess of the jurisdiction of this Court. Plaintiffs will seek leave to amend this complaint to when the full extent of their damages are known.

54. Pursuant to 42 USC Section 4852d(b)(3), Plaintiffs are entitled to an award of treble damages. Pursuant to 42 USC Section 4852d(b)(4), Plaintiffs are entitled to an award of attorney's fees and costs including, but not limited to, expert costs.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, and each of them, pray for judgment against Defendants, and each of them, as follows:

FIRST CAUSE OF ACTION

**(Breach of Implied Warranty of Habitability
Against All Defendants)**

1. For economic damages according to proof;
2. For reasonable attorney's fees to the extent provided for by Plaintiffs' leases and/or applicable law;

SECOND CAUSE OF ACTION

**(Tortious Breach of Implied Warranty of Habitability
Against All Defendants)**

3. For economic and non-economic damages according to proof;
4. For punitive and exemplary damages according to proof;
5. For reasonable attorney's fees to the extent provided for by Plaintiffs' leases and/or applicable law;

THIRD CAUSE OF ACTION

(Negligence Against All Defendants)

6. For economic and non-economic damages according to proof;
7. For punitive and exemplary damages according to proof;
8. For reasonable attorney's fees to the extent provided for by Plaintiffs' leases and/or applicable law;

FOURTH CAUSE OF ACTION

**(Intentional Infliction of Emotional Distress
Against All Defendants)**

9. For economic and non-economic damages according to proof;
10. For punitive and exemplary damages according to proof;
11. For reasonable attorney's fees to the extent provided for by Plaintiffs' leases and/or

1 applicable law;

2 **FIFTH CAUSE OF ACTION**

3 **(Private Nuisance Against All Defendants)**

- 4 12. For economic and non-economic damages according to proof;
- 5 13. For punitive and exemplary damages according to proof;
- 6 14. For reasonable attorney's fees to the extent provided for by Plaintiffs' leases and/or
- 7 applicable law;

8 **SIXTH CAUSE OF ACTION**

9 **(Violation of Residential Lead-Based Paint Hazard Reduction Act**
10 **Against All Defendants)**

- 11 15. For economic and non-economic damages according to proof;
- 12 16. For an award of attorney's fees;
- 13 17. For an award of costs including expert fees;

14 **ON ALL CAUSES OF ACTION**

15 **(Against All Defendants)**

- 16 18. For pre-judgment and post-judgment interest as allowed by law; and
- 17 19. For costs of suit; and such other and further monetary and/or injunctive relief as the
- 18 Court deems just and proper.

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20 Dated: May 2, 2024

RILEY | ERSOFF LLP

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By:



Grant K. Riley
Attorneys for ALL PLAINTIFFS

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EXHIBIT A

TENANT PROPERTY PROFILE		
Dorsey v. Azure Realty, Inc.		
4305 S. Flower St., Los Angeles, CA 90037		
Adults: 2	Minors: 2	Total: 4
Minors under 14: 2		
LASC Case No.		Total number of Properties: 2
Judge:	Dept.:	Tel:

No.	4305 S. Flower St.	DOB	Gender	Age	Move-in Date	Move-Out Date
1	Francisca Vazquez Barrios (GAL)	12/23/1988	F	35	11/1/2013	5/13/2023
2	Ezekiel Ali Dorsey (LEAD)	4/17/2021	M	3		
3	Mahlia Dorsey	1/8/2022	F	2		
4	Myles Dorsey	5/24/1988	M	35		
No.	1357 S. Orange Dr.	DOB	Gender	Age	Move-in Date	Move-Out Date
1	Francisca Vazquez Barrios (GAL)	12/23/1988	F	35	5/13/2023	Present
2	Ezekiel Ali Dorsey (LEAD)	4/17/2021	M	3		
3	Mahlia Dorsey	1/8/2022	F	2		
4	Myles Dorsey	5/24/1988	M	35		

EXHIBIT B

DORSEY V. AZURE REALTY, INC.

BLOOD LEAD HISTORY CHART

EZEKIEL ALI DORSEY

DOB: 04/17/2021

PROPERTY: 4305 S. Flower St., Los Angeles, CA 90037

Date of Move-In: 04/17/2021

Date of Collection	Ordering PCP/Clinic	BLL	Type	Lab	Age
04/17/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	17.0 mcg/dL	Capillary	Quest Diagnostics	2 years
04/26/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	56.4 mcg/dL	Venous	Quest Diagnostics	2 years
06/22/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	16.2 mcg/dL	Venous	Quest Diagnostics	2 years and 2 months
08/30/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	32.4 mcg/dL	Venous	Quest Diagnostics	2 years and 4 months
09/30/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	28.9 mcg/dL	Venous	Quest Diagnostics	2 years and 5 months
10/31/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	24.8 mcg/dL	Venous	Quest Diagnostics	2 years and 6 months
01/17/2024	Dongsun Shin // St. Francis Multi-Specialty GRP	18.6 mcg/dL	Venous	Quest Diagnostics	2 years and 9 months
03/29/2024	Chong Tak MD/ St. Francis Multi-Specialty GRP	15.2 mcg/dL	Venous	Quest Diagnostics	2 years and 11 months

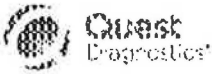
Pediatrician:

Chong Tak MD

St. Francis Medical Center – Lynwood

3628 E. Imperial Hwy Suite 303 A

Lynwood, CA 90262



Report Status: Final
DORSEY, EZEKIEL

Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Phone: NG Patient ID: 106924015	Specimen: EN364620P Requisition: 3498593 Lab Ref #: 7864835 Collected: 04/17/2023 / 13:46 PDT Received: 04/18/2023 / 01:32 PDT Reported: 04/19/2023 / 14:22 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD, CAPILLARY		17.0 E	mcg/dL	EN

THE ABOVE TEST WAS PERFORMED; HOWEVER,
 THE QUANTITY WAS NOT SUFFICIENT FOR
 RESULT VERIFICATION.

Due to the possibility of lead contamination of the skin, it is recommended that any elevated lead level collected in a capillary tube be confirmed by a blood sample collected by venipuncture.

Reference Range

Birth - 6 years: <3.5 mcg/dL

Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

This test was developed and its analytical performance characteristics have been determined by Quest Diagnostics. It has not been cleared or approved by the FDA. This assay has been validated pursuant to the CLIA regulations and is used for clinical purposes.

PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOTHINDA,MD. CLIA: 05D0642827



Report Status: Final
DORSEY, EZEKIEL

Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Fasting: N Phone: 562.536.6139 Patient ID: 106924015 Health ID: 8573027090686489	Specimen: ZD913021P Requisition: 0009928 Lab Ref #: 7874387 Collected: 04/26/2023 / 12:03 PDT Received: 04/27/2023 / 02:24 PDT Reported: 04/28/2023 / 15:56 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

COMMENTS: FASTING:NO

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		56.4 HK	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range

Birth - 6 years: <3.5 mcg/dL

Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827



Report Status: Final
DORSEY, EZEKIEL

Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Phone: 562.536.6139 Patient ID: 106924015 Health ID: 8573027090686489	Specimen: ZD827699Q Requisition: 0010057 Lab Ref #: 7941792 Collected: 06/22/2023 / 09:23 PDT Received: 06/23/2023 / 04:27 PDT Reported: 06/23/2023 / 15:29 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		16.2 E	mcg/dL	EN

Verified by repeat analysis.

Reference Range

Birth - 6 years: <3.5 mcg/dL

Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

BN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOCHINDA, MD, CLIA: 05D0642827



Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Phone: 562.536.6139 Patient ID: 106924015 Health ID: 8573027090686489	Specimen: ZD942205R Requisition: 0010197 Lab Ref #: 8044725 Collected: 08/30/2023 / 09:21 PDT Received: 08/30/2023 / 22:34 PDT Reported: 09/02/2023 / 15:09 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		32.4 H	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range
 Birth - 6 years: <3.5 mcg/dL
 Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827



Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Phone: 562.536.6139 Patient ID: 106924015 Health ID: 8573027090686489	Specimen: ZD457328S Requisition: 0010452 Lab Ref #: 8227993 Collected: 09/30/2023 / 09:37 PDT Received: 10/01/2023 / 04:06 PDT Reported: 10/03/2023 / 15:13 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		28.9 H	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range

Birth - 6 years: <3.5 mcg/dL
 Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827



Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Fasting: N Phone: 562.536.6139 Patient ID: 106924015 Health ID: 8573027090686489	Specimen: ZD967906S Requisition: 0010544 Lab Ref #: 8304187 Collected: 10/31/2023 / 11:10 PDT Received: 10/31/2023 / 22:53 PDT Reported: 11/01/2023 / 07:31 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

COMMENTS: FASTING:NO

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		24.8 H	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range

Birth - 6 years: <3.5 mcg/dL
 Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827



Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Fasting: N Phone: 562.536.6139 Patient ID: 106924015 Health ID: 8573027090686489	Specimen: ZD175724V Requisition: 0010647 Lab Ref #: 8379979 Collected: 01/17/2024 / 11:17 PST Received: 01/18/2024 / 03:08 PST Reported: 01/20/2024 / 17:36 PST	Client #: 76058103 MAIL0000 SHIN, DONGSUN ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

COMMENTS: FASTING:NO

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		18.6 H	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range

Birth - 6 years: <3.5 mcg/dL
 Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827



Report Status: Final
DORSEY, EZEKIEL

Patient Information	Specimen Information	Client Information
DORSEY, EZEKIEL DOB: 04/17/2021 AGE: 2 Gender: M Fasting: Y Phone: 562.536.6139 Patient ID: 106924015 Health ID: 8573027090686489	Specimen: ZD442530W Requisition: 0010856 Lab Ref #: 8563700 Collected: 03/29/2024 / 09:30 PDT Received: 03/29/2024 / 23:48 PDT Reported: 04/04/2024 / 08:50 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

COMMENTS: FASTING:YES

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		15.2 H	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range
 Birth - 6 years: <3.5 mcg/dL
 Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.
See Endnote 1

Endnote 1
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PERFORMING SITE:
 EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827

DORSEY V. AZURE REALTY, INC.

BLOOD LEAD HISTORY CHART

MAHLIA DORSEY

DOB: 01/08/2022

PROPERTY: 4305 S. Flower St., Los Angeles, CA 90037

Date of Move-In: 01/08/2022

Date of Collection	Ordering PCP/Clinic	BLL	Type	Lab	Age
05/11/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	4.3 mcg/dL	Venous	Quest Diagnostics	1 year and 4 months
08/30/2023	Chong Tak MD/ St. Francis Multi-Specialty GRP	3.5 mcg/dL	Venous	Quest Diagnostics	1 year and 7 months
10/31/23	Chong Tak MD/ St. Francis Multi-Specialty GRP	2.8 mcg/dL	Venous	Quest Diagnostics	1 year and 9 months

Pediatrician:

Chong Tak MD

St. Francis Medical Center – Lynwood

3628 E. Imperial Hwy Suite 303 A

Lynwood, CA 90262



Report Status: Final
DORSEY, MAHLIA

Patient Information	Specimen Information	Client Information
DORSEY, MAHLIA DOB: 01/08/2022 AGE: 16M Gender: F Fasting: N Phone: 562.536.6139 Patient ID: 113523706 Health ID: 8573031612959051	Specimen: ZD151459Q Requisition: 0010005 Lab Ref #: 7914426 Collected: 05/11/2023 / 07:19 PDT Received: 05/11/2023 / 23:37 PDT Reported: 05/12/2023 / 07:54 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

COMMENTS: FASTING:NO

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		4.3 H	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range

Birth - 6 years: <3.5 mcg/dL
 Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827



Patient Information	Specimen Information	Client Information
DORSEY, MAHLIA DOB: 01/08/2022 AGE: 19M Gender: F Phone: 562.536.6139 Patient ID: 113523706 Health ID: 8573031612959051	Specimen: ZD942296R Requisition: 0010046 Lab Ref #: 7937815 Collected: 08/30/2023 / 09:22 PDT Received: 08/30/2023 / 22:36 PDT Reported: 09/02/2023 / 15:09 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)		3.5 H	mcg/dL	EN
		Verified by repeat analysis.		

Reference Range

Birth - 6 years: <3.5 mcg/dL
 Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions.

See Endnote 1

Endnote 1

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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827



Patient Information	Specimen Information	Client Information
DORSEY, MAHLIA DOB: 01/08/2022 AGE: 21M Gender: F Phone: 562.536.6139 Patient ID: 113523706 Health ID: 8573031612959051	Specimen: ZD968496S Requisition: 0010453 Lab Ref #: 8228073 Collected: 10/31/2023 / 11:24 PDT Received: 10/31/2023 / 23:11 PDT Reported: 11/01/2023 / 06:18 PDT	Client #: 76058103 MAIL0000 TAK, CHONG ST FRANCIS MULTI-SPECIALTY GRP 3628 E IMPERIAL HWY STE 303 LYNWOOD, CA 90262-2646

Test Name	In Range	Out Of Range	Reference Range	Lab
LEAD (VENOUS)	2.8		mcg/dL	EN
Reference Range Birth - 6 years: <3.5 mcg/dL Blood lead levels in the range of 3.5-9.0 mcg/dL have been associated with adverse health effects in children aged 6 years and younger. Patient management varies by age and CDC Blood Lead Level range. Refer to the CDC website regarding Lead Publications/Case Management for recommended interventions. See Endnote 1				

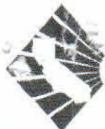
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PERFORMING SITE:

EN QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: TAB TOOCHINDA,MD, CLIA: 05D0642827

EXHIBIT C



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

(C.A.R. Form LR, Revised 11/12)

Date 10/18/2013, Mount Moriah Baptist Church ("Landlord") and
Irma J Smiley ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 4307 S Flower Street, Los Angeles, CA 90037 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Irma J Smiley, Myles Dorsey, Dawn Dorsey, ~~Myles Dorsey~~ (grandson) and ~~the~~ great-grandchildren
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance Los Angeles Rent Stabilization Ordinance

2. TERM: The term begins on (date) November 1, 2013 ("Commencement Date"), (Check A or B):

- A. **Month-to-Month:** and continues 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. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** and shall terminate on (date) October 31, 2014 at 11:59 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 local rent control 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 \$ 1,500.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or _____) 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 based on a 30-day period.
- D. **PAYMENT:** Rent shall be paid by personal check, money order, cashier's check, or other _____, to (name) Mount Moriah Baptist Church, (phone) (213) 846-1950 at (address) 4269 S Figueroa Street, Los Angeles, CA 90037, (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 _____ and _____ on the following days _____). 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.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 1,000.00 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 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.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to Mount Moriah Baptist Church shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>11/01/2013</u> to <u>11/30/2013</u> (date)	\$1,500.00		\$1,500.00	10/25/2013
*Security Deposit	\$1,000.00		\$1,000.00	10/25/2013
Other _____				
Other _____				
Total	\$2,500.00		\$2,500.00	10/25/2013

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (J.S.) (_____)

Landlord's Initials (S.W.) (_____)

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LR REVISED 11/12 (PAGE 1 OF 6)

Reviewed by _____ Date _____



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)

Agent: Lester Crawford Phone: 213.952.1600 Fax: 323.299.9601 Prepared using zipForm® software
Broker: Azure Realty, Inc. 6230 Wilshire Boulevard Los Angeles, CA 90048

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 3) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 75.00 or 5.000 % 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 not be deemed an extension of the date Rent is due under paragraph 3 or 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: driveway

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 for parking properly licensed 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 is not permitted in parking space(s) or elsewhere on the Premises.

- OR B. Parking is not permitted on the Premises.

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: cable, satellite except water, 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.

- 10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke 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 _____) 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.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or 30) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: _____

11. MAINTENANCE:

- 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, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. 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 interior
- E. 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.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

Tenant's Initials [Signature] (_____)

Landlord's Initials (S.W.) (_____)



12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including 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, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: _____

14. [X] (If checked) NO SMOKING: 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 responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) 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. The Premises or common areas may be subject to a local non-smoking ordinance.

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 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, 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 _____

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"). Landlord shall provide Tenant copies of HOA Rules, if any. 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.

B. (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 29C, 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 [X] prior to the Commencement Date, or [] _____): [X] 2 key(s) to Premises, [] _____ remote control device(s) for garage door/gate opener(s); [] _____ key(s) to mailbox, [] _____; [] _____ key(s) to common area(s), [] _____

B. Tenant acknowledges that locks to the Premises [X] 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), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 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. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. 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. 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.

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

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, 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.

Tenant's Initials ([Signature]) (_____)

Landlord's Initials (S.W.) (_____)

Reviewed by _____ Date _____



- 22. **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.
- 23. **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.
- 24. **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.
- 25. **PERIODIC PEST CONTROL:** 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.
- 26. **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.
- 27. **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.)
- 28. **POSSESSION:**
 - A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement 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. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
 - B. Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
 - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (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 end of a lease, 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 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, 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.
- 31. **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.
- 32. **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.
- 33. **INSURANCE:** Tenant's or guest'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.** 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.
- 34. **WATERBEDS:** 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's Initials _____) (_____)

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LR REVISED 11/12 (PAGE 4 OF 6)

Landlord's Initials (S.W) (_____)

Reviewed by _____ Date _____



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

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

Landlord: Mount Moriah Baptist Church
4269 S Figueroa Street
Los Angeles, CA 90037
(213) 846-1950

Tenant: Irma J Smiley
4307 S Flower Street
Los Angeles, CA 90037

37. **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. 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.

38. **REPRESENTATIONS:**

A. TENANT REPRESENTATIONS; 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 (ii) at any time, upon discovering that information in Tenant's application is false. 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.

39. **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.

40. **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, except as provided in paragraph 39A.

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

42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** Interpreter/Translator Agreement (C.A.R. Form ITA);
 Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
 Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement: Lease/Rental Mold & Ventilation Addendum
and Residential Lease Addendum

43. **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 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.

44. **AGENCY:**

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

Listing Agent: (Print firm name) Azure Realty, Inc.
is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____
(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this lease 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.

45. **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.

Tenant's Initials [Signature] (_____)

Landlord's Initials (SW) (_____)

Reviewed by _____ Date _____



- 46. **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).
- 47. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
- 48. **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 LCA).
- 49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

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 tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

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

Tenant Irma J Smiley Date Oct. 30, 2013
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Tenant _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

- 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 _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Jimmy Davis, Chairman Board of Deacons Date _____
 Landlord Simon Washington, Treasurer Date 10/30/13
 Address Mount Moriah Baptist Church, 4269 S Figueroa St., CA 90037
 Telephone (213) 846-1950 Fax _____ E-mail _____

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 44.
 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 a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Azure Realty, Inc. BRE Lic. # 01179702
 By (Agent) _____ Lester Crawford BRE Lic. # 01521711 Date _____
 Address 6230 Wilshire Boulevard, Ste. 1132 City Los Angeles State CA Zip 90048
 Telephone (213) 952-1600 Fax (323) 299-9601 E-mail azurerealty@yahoo.com

Real Estate Broker (Leasing Firm) _____ BRE Lic. # _____
 By (Agent) _____ BRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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Reviewed by _____ Date _____



EXHIBIT D



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/22)

Date 05/05/2023

Mount Moriah Baptist Church ("Tenant")

and Joe E Caceres, Rosa Hernandez Rental Property Owner, Authorized Broker

or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 1357 S Orange Drive, Los Angeles, CA 90019 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Myles Dorsey & Francis Vasquez (husband & wife); and children Aaron, Malachi, Ezekiel & Mahlia Dorsey
Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or) days without Housing Provider's written consent.
- C. The following personal property, maintained pursuant to **paragraph 11**, is included: Frigidaire SS refrigerator, stove, microwave, D/W and washer & dryer or (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance Los Angeles Rent Stabilization Ordinance

- 2. **TERM:** The term begins on (date) 05/09/2023 ("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 Housing Provider, 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 Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider 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. Housing Provider 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) _____ at _____ AM/ _____ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider 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) Housing Provider 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 Housing Provider 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 Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$3,150.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or) 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 Azure Realty Inc. wire/electronic payment to _____ or other Zelle 213/952-1600. Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.
- (2) Rent shall be delivered to (name) Azure Realty Inc. (whose phone number is) (213)952-1600 at (address) 6230-A Wilshire Boulevard, Suite 1132, Los Angeles, CA 90048 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 9:00am and 6:00pm on the following days Mon thru Fri).
- (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider 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 Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ _____ 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 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider 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.

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RLMM REVISED 12/22 (PAGE 1 OF 9)

Tenant's Initials cej QJW

Housing Providers Initials JL RA



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 1 OF 9)

Azure Realty, Inc. 6230 Wilshire Boulevard, Suite 1132 Los Angeles, CA 90048
Lester Crawford

Phone: 213.952.1600

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Mount Moriah

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

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

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 05/10/2023 to 05/31/2023 (date)	\$2,415.00		\$2,415.00	05/07/2023	Azure Realty Inc.
*Security Deposit					
Other application fee	\$50.00		\$50.00	05/07/2023	Azure Realty Inc.
Other					
Total	\$2,465.00		\$2,465.00		Azure Realty Inc.

* 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, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

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

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider 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 Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within 5 (or 3) calendar days after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$157.50 or 5.000 % 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. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider 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. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider'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 Housing Provider 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: onsite as assigned (only one tenant registered auto allowed on property)

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:

except _____, which shall be paid for by Housing Provider, or as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider 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's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
- B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) 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 MII to Housing Provider within 3 (or) days after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

RLMM REVISED 12/22 (PAGE 2 OF 9) Tenant's Initials CEJ, JMW Housing Providers Initials JC, RA

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 2 OF 9)



C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within 3 (or 14) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

D. 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 any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, 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. Housing Provider Tenant shall water the garden, landscaping, trees and shrubs, except: _____

C. Housing Provider Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____

D. Housing Provider Tenant shall maintain interior

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

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider 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 Housing Provider will not maintain, repair or replace them: _____

H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider 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 landscaping, 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 Housing Provider'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, Housing Provider 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 Housing Provider 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) Housing Provider shall provide Tenant with a copy of the rules and regulations within _____ days or _____

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 Housing Provider 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 Housing Provider shall have the right to deduct such amounts from the security deposit.

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) Housing Provider 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 Housing Provider'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) Housing Provider 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 ():

<input checked="" type="checkbox"/> 2	key(s) to Premises,	<input type="checkbox"/>	remote control device(s) for garage door/gate opener(s),
<input type="checkbox"/>	key(s) to mailbox,	<input type="checkbox"/>	
<input checked="" type="checkbox"/> 1	key(s) to common area(s),	<input type="checkbox"/>	

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 Housing Provider. 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 Housing Provider or Housing Provider'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), 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 Housing Provider, Broker and Interested Persons may take photos of the Premises.
B. Housing Provider 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 Housing Provider 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 Housing Provider 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 Housing Provider 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. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.
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 Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider 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 Housing Provider'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 Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider'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 is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within 5 (or) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, 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 Housing Provider.
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 Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, 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 Housing Provider in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii)
 - B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider 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 (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 Housing Provider. 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 Housing Provider 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 or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, 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 Housing Provider 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, Housing Provider 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 Housing Provider 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 Housing Provider, 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 Housing Provider's insurer to avoid: (i) an increase in Housing Provider'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 \$ _____, naming Housing Provider 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 Housing Provider 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:
 Housing Provider: Joe E Caceres & Rose Hernandez
 6230-A Wilshire Boulevard, Suite 1132
 Los Angeles, CA 90048
 Tenant: Mount Moriah Baptist Church
 4269 S Figueroa Street
 Los Angeles, CA 90037
33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider'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. Housing Provider 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 Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. 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. HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing Provider 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, Housing Provider 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. Housing Provider 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 Housing Provider 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. **MOLD AND DAMPNES:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
- B. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.
- C. **PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**
 - (1) Housing Provider 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 Housing Provider by the pest control company.
 - (2) Premises is a house. Tenant is responsible for periodic pest control treatment.
- D. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Housing Provider 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.
- E. **BED BUGS:** Housing Provider 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 Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
- F. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 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 Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- G. **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- H. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Housing Provider) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- I. **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.
- J. **DEATH ON THE PREMISES:** An occupant of the Premises died on the Premises in the last three years. (Note to Housing Provider: the manner of death may be a material fact to the tenant, and should be disclosed in 38K, except for death by HIV/AIDS.)
- K. **OTHER MATERIAL FACTS:**

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 §§ 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 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 Housing Provider-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.

RLMM REVISED 12/22 (PAGE 6 OF 9) Tenant's Initials CEJ, JAW

Housing Providers Initials JC, BA



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 6 OF 9)

41. AGENCY:

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

Housing Provider's Brokerage Firm Azure Realty, Inc. License Number 01521711
Is the broker of (check one): [X] the Housing Provider; or [] both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent Lester Crawford License Number 01179702
Is (check one): [X] the Housing Provider's Agent. (salesperson or broker associate); or [] both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm License Number
Is the broker of (check one): [] the Tenant; or [] both the Tenant and Housing Provider. (Dual Agent).
Tenant's Agent License Number
Is (check one): [] the Tenant's Agent. (salesperson or broker associate); or [] both the Tenant's and Housing Provider'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 Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding paragraph 41C(1), Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): [] Tenant occupancy, [] Delivering to Tenant keys or other means of entering the Premises, [] Tenant walkthrough, [] Completion of Move In Inspection (C.A.R. Form MI).

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 Housing Provider 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, Housing Provider 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); [X] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);
[X] Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); [] Landlord in Default Addendum (C.A.R. Form LID);
[] Parking and Storage Disclosure (C.A.R. Form PSD); [X] Bed Bug Disclosure (C.A.R. Form BBD); [X] Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); [X] Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)
[X] Other Documents/Addenda: Rental Addendum and Carbon Monoxide Detector Notice

[] Other Terms:

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 50 or 51 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 Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, 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).

48. [] INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language:
Housing Provider 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):

[] Housing Provider's Brokerage Firm in Real Estate Brokerage section [] Tenant's Brokerage Firm in Real Estate Brokers section
[] Property Management firm immediately below
Real Estate Broker (Property Manager) DRE Lic #
(Agent) DRE Lic #
Address Telephone #

Housing Provider 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 Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.



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

A. ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 47 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is:
(4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

B. TENANT SIGNATURE(S):

(Signature) By Charles E Jones Date: 5/7/2023

Printed name of Tenant: Mount Moriah Baptist Church
Printed Name of Legally Authorized Signer:
Address 4269 S Figueroa Street City Los Angeles State CA Zip 90037
Telephone (213)846-1950 Text E-mail

(Signature) By Johnnie A Williams Date: 5/7/2023

Printed name of Tenant:
Printed Name of Legally Authorized Signer:
Address City State Zip
Telephone Text E-mail

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

GUARANTEE: In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider'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 Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider'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 Text E-mail

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

A. ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual capacity. See paragraph 47 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is:
(4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By Joseph E Caceres Date: 5-9-23

Printed name of Housing Provider: Joe E Caceres
Printed Name of Legally Authorized Signer:
Address 6230-A Wilshire Blvd., Ste 1132 City Los Angeles State CA Zip 90048
Telephone (213)952-1600 Text E-mail azurerealty@yahoo.com

(Signature) By Rosa Hernandez Date: 5-9-23

Printed name of Housing Provider: Rosa Hernandez
Printed Name of Legally Authorized Signer:
Address City State Zip
Telephone Text E-mail

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider 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.

Tenant's Brokerage Firm _____		DRE Lic. # _____	
By (Agent) _____	DRE Lic. # _____	Date _____	
Address _____	City _____	State _____	Zip _____
Telephone _____	Text _____	E-mail _____	
Housing Provider's Brokerage Firm <i>Azure Realty, Inc.</i>		DRE Lic. # <i>01521711</i>	
By (Agent) <i>[Signature]</i>	<i>Lester Crawford</i>	DRE Lic. # <i>01179702</i>	Date <i>5/18/2023</i>
Address <i>6230-A Wilshire Boulevard, Ste 1192</i>	City <i>Los Angeles</i>	State <i>CA</i>	Zip <i>90048</i>
Telephone <i>(213)952-1600</i>	Text <i>(213)952-1600</i>	E-mail <i>azurerealty@yahoo.com</i>	

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