

Jincy Varughese (SBN 347296)  
jvarughese@lafla.org  
Herbert Martinez (SBN 350877)  
hmartinez@lafla.org  
Manuel Villagomez (SBN 308457)  
mvillagomez@lafla.org  
LEGAL AID FOUNDATION OF LOS ANGELES  
7000 South Broadway  
Los Angeles, CA 90003  
Telephone: (213) 640-3845  
Facsimile: (213) 640-3988

C. Genevieve Jenkins (SBN 271128)  
cgjenkins@excelsislaw.com  
Zainah A. Alfi (SBN 304164)  
zalfi@excelsislaw.com  
EXCELSIS LAW  
4405 Riverside Drive, Ste. 206  
Burbank, CA 91505  
Telephone: (213) 340-0003  
Facsimile: (213) 340-0200

*Attorneys for Plaintiffs*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – SOUTH JUDICIAL DISTRICT

MICHAEL WROTEN JR., an individual;  
KEVIN MANN, an individual,

Plaintiffs,

v.

ACKERFIELD 2 LLC, a Delaware limited  
liability company; GOLDEN BEE  
MANAGEMENT LLC, a California limited  
liability company; Does 1 through 10,

Defendants.

Case No.: **25LBCV03018**

**VERIFIED COMPLAINT FOR  
INJUNCTIVE AND DECLARATORY  
RELIEF AND DAMAGES FOR:**

- 1. TENANT HARASSMENT IN  
VIOLATION OF L.B.M.C § 8.101,  
*et seq.***
- 2. VIOLATION OF BUSINESS &  
PROFESSIONS CODE § 17200, *et  
seq.***
- 3. VIOLATION OF PENAL CODE  
§ 496**
- 4. DECLARATORY RELIEF [CIV.  
PROC. CODE § 1060]**

**DEMAND FOR JURY TRIAL**

1 The above-captioned Plaintiffs allege upon personal knowledge with respect to themselves and their  
2 own acts, and upon information and belief as to all other matters, as follows:

3 **INTRODUCTION**

4 1. Plaintiffs Michael Wroten Jr. and Kevin Mann bring this action against Ackerfield 2 LLC and  
5 Golden Bee Management LLC to address Defendants' unlawful and deceptive practices in the  
6 operation and management of two multifamily residential properties located at 5565 and 5700  
7 Ackerfield Avenue in the City of Long Beach, California (collectively, the "Ackerfield Buildings").

8 2. Defendants own and manage the Ackerfield Buildings and have imposed unauthorized charges  
9 on tenants, including mandatory television, internet, and renter's insurance fees not authorized by or  
10 enforceable under tenants' lease agreements. Defendants further misapplied tenants' rent payments to  
11 these unauthorized charges, resulting in inflated rent balances and the issuance of improper notices to  
12 pay rent or quit.

13 3. In addition, Defendants unlawfully interfered with Plaintiff Michael Wroten Jr.'s right to  
14 engage in protected tenant activity by canceling a tenant "Know Your Rights" meeting he had  
15 lawfully organized at the Ackerfield Buildings' clubhouse.

16 4. Through this action, Plaintiffs seek restitution, statutory damages, and injunctive and  
17 declaratory relief to prevent Defendants from continuing their unlawful practices and to affirm the  
18 rights of tenants residing at the Ackerfield Buildings under California law.

19 **THE PARTIES AND THE PROPERTY**

20 5. Plaintiff Michael Wroten Jr., an individual, has resided at 5565 Ackerfield Ave., Apt. 312,  
21 Long Beach, CA 90805, since September 11, 2020. Upon information and belief, Mr. Wroten's rental  
22 unit is part of an apartment complex located at 5565 Ackerfield Ave., Long Beach, CA 90805,  
23 Assessor's Parcel Number 7157012017, and all units at the property are subject to the Long Beach  
24 Municipal Code Tenant Anti-Harassment Ordinance L.B.M.C. §§ 8.101, *et seq.*

25 6. Plaintiff Kevin Mann, an individual, has resided at 5700 Ackerfield Ave., Apt. 244, Long  
26 Beach, California, CA 90805, since October 1, 2019. Upon information and belief, Mr. Mann's rental  
27 unit is part of an apartment complex located at 5700 Ackerfield Ave., Long Beach, California, 90805,  
28 Assessor's Parcel Number 7157012023, and all units at the Property are subject to the Long Beach



1 Municipal Code Tenant Anti-Harassment Ordinance L.B.M.C. §§ 8.101, *et seq.*

2 7. Upon information and belief, Defendant Ackerfield 2 LLC, a Delaware limited liability  
3 company, is, and at all times relevant herein was, the titleholder of two multifamily residential rental  
4 properties located at 5565 and 5700 Ackerfield Avenue in the City of Long Beach, California  
5 (collectively, the “Ackerfield Buildings”). Defendant Ackerfield 2 LLC’s primary place of business is  
6 in California.

7 8. Upon information and belief, Defendant Golden Bee Management LLC, a California limited  
8 liability company, is, and at all times relevant herein was, the managing agent responsible for the  
9 operation and management of the Ackerfield Buildings.

10 9. Upon information and belief, Defendants own, lease, and manage residential properties in  
11 Long Beach, California and have done so for at least three years prior to the filing of this Complaint.

12 10. Henceforth, both properties 5565 Ackerfield Avenue, Long Beach, CA 90805 and 5700  
13 Ackerfield in Long Beach, California, 90805 shall be referred to as simply as “the Ackerfield  
14 Buildings.”

15 11. The true names and capacities of Does 1 through 10, inclusive, are unknown to Plaintiffs who  
16 therefore sue such defendants by said fictitious names. Plaintiffs are informed and believe and thereon  
17 allege that the fictitious defendants named, and each of them, are wholly or partially responsible for  
18 the wrongful acts and omissions alleged herein as prior or current owners, managers, managing  
19 agents, principals, or employees of defendants.

20 12. During the relevant period of time, each of the Defendants and DOES 1-10 was the agent,  
21 employee, and representative of every other Defendant and DOES 1-10, and in doing the things herein  
22 alleged, was acting within the course and scope of such agency, service and representation, and  
23 directed, aided and abetted, authorized, or ratified each and every act and conduct herein alleged. Each  
24 and every Defendant is the alter ego of the other Defendants or entities herein.

25 **JURISDICTION AND VENUE**

26 13. This Court has jurisdiction over this action pursuant to article VI, § 10 of the California  
27 Constitution and Civ. Proc. Code § 410.10. Each cause of action asserted arises under the laws of the  
28 State of California or is subject to adjudication in the courts of the State of California.

1 14. The amount in controversy exceeds \$35,000, exclusive of interest and costs. Further, Plaintiffs  
2 bring this case seeking, *inter alia*, remedies in equity, and it does not fall within the categories  
3 described in Civ. Proc. Code § 86(b); as such, this matter is properly considered an unlimited civil  
4 case.

5 15. Venue is proper pursuant to Civ. Proc. Code § 395, as the Defendants operate in Los Angeles  
6 County, and their acts or omissions giving rise to the liability alleged in this Complaint occurred in  
7 Los Angeles County. Venue is also proper pursuant to Civ. Proc. Code § 392, as the Ackerfield  
8 Buildings are located in the City of Long Beach in Los Angeles County.

9 **FACTUAL ALLEGATIONS**

10 16. On or about February 18, 2022, tenants of the Ackerfield Buildings received a written notice  
11 titled “Under New Management” (the “Management Notice”) stating that the new owner of the  
12 property had contracted with Golden Bee Management LLC to manage the buildings.

13 17. The Management Notice advised tenants that, effective February 18, 2022, rent payments were  
14 to be made payable to Ackerfield 2 LLC, and provided information on payment methods under the  
15 new management arrangement.

16 18. Upon information and belief, from February 18, 2022 to the present, Defendant Ackerfield 2  
17 LLC owned the Ackerfield Buildings and Golden Bee Management LLC operated and managed the  
18 Ackerfield Buildings, either directly or through their agents.

19 19. Upon information and belief, on or about June 28, 2022, Golden Bee Management LLC issued  
20 a letter to all tenants regarding a new Spectrum television and internet agreement (the “Spectrum  
21 Letter”).

22 20. The Spectrum Letter informed tenants of the Ackerfield Buildings that Defendants had entered  
23 into an agreement with Spectrum under which Golden Bee Management LLC would provide cable  
24 television and internet service to all tenants.

25 21. The Spectrum Letter further stated that, beginning August 1, 2022, tenants of the Ackerfield  
26 Buildings would be charged \$85.00 per month for the Spectrum service (“Spectrum fee”).

27 22. Upon information and belief, Defendants began charging tenants of the Ackerfield Buildings  
28 the \$85.00 monthly Spectrum fee, regardless of whether such a charge was authorized or provided for

1 in their leases or rental agreements.

2 23. Upon information and belief, Defendants represented to tenants of the Ackerfield Buildings  
3 that participation in the Spectrum television and internet service, and the associated \$85.00 monthly  
4 charge, was optional and that tenants could “opt out” of the service by giving verbal notice to the  
5 property manager. In reality, the Spectrum fee was mandatory: Defendants never provided tenants  
6 with any meaningful opportunity to opt out and, instead, imposed the Spectrum fee for all tenants  
7 regardless of whether such a charge was authorized by, or enforceable under, their leases or rental  
8 agreements. Defendants did not honor tenants’ verbal requests to opt out of the fees.

9 24. Upon information and belief, beginning in or about January 2023, Defendants also began  
10 automatically charging tenants of the Ackerfield Buildings a monthly fee of approximately \$14.00 for  
11 Foxen renter’s insurance (“renter’s insurance fee”), without prior notice.

12 25. Upon information and belief, Defendants applied the renter’s insurance fee to tenants,  
13 regardless of whether such a charge was authorized by, or enforceable under, their leases or rental  
14 agreements.

15 26. Defendants unilaterally imposed the Spectrum and renter’s insurance fees on tenants of the  
16 Ackerfield Buildings, without regard to the terms of individual leases or rental agreements. As a  
17 result, tenants, including Plaintiffs, were assessed unauthorized and unlawful fees as part of their  
18 monthly housing costs.

19 27. Further, the timing of such charges appears to be random and arbitrary. Some tenants of the  
20 Ackerfield Buildings were charged Spectrum fees for only a few months; others, for more than a year.  
21 Upon information and belief, some tenants had such fees reversed after making complaints; others did  
22 not.

23 28. Upon information and belief, some tenants of the Ackerfield Buildings were charged and later  
24 credited. Tenants had no way to predict when such charges would be levied, and no understanding as  
25 to whether, when, or why they would be credited.

26 **Plaintiff Michael Wroten Jr.**

27 29. Plaintiff Michael Wroten Jr. (“Mr. Wroten”) is a tenant of the property located at 5565  
28 Ackerfield Avenue, Apartment 312, in the City of Long Beach, California. He has resided there since

1 September 11, 2020, pursuant to a written lease agreement. A true and correct copy of Mr. Wroten's  
2 lease agreement is attached hereto as Exhibit A.

3 30. At the time of move-in, Mr. Wroten's lease provided that he would pay "Other monthly fees"  
4 encompassing payments for water, sewer, electric, gas, trash, and garage/carport. Ex. A ¶ 7. It did not  
5 provide for Spectrum fees or other telephone/cable/internet fees.

6 31. Mr. Wroten's lease also addressed renter's insurance and indicated that Mr. Wroten had not  
7 agreed to obtain such insurance. Ex. A ¶ 15.

8 32. When Defendants assumed ownership/management of the Property, they stepped into the  
9 shoes of the former owner of the Ackerfield Buildings and assumed the obligations and rights  
10 articulated in the existing tenants' lease agreements.

11 33. Defendants imposed the Spectrum and renter's insurance charges described above on  
12 Mr. Wroten without proper notice, without his consent, and without any contractual basis to do so.

13 34. Mr. Wroten attempted to opt out of the Spectrum fees through the verbal opt-out process  
14 presented by property management.

15 35. Upon information and belief, Mr. Wroten was assessed renter's insurance fees from June 2023  
16 through July 2024, though Defendants issued credits reversing the charges. These fees were not  
17 authorized by Mr. Wroten's lease or otherwise, and he had no understanding as to whether, when, why  
18 such fees would be applied and/or reversed.

19 36. Upon information and belief, Defendants also misapplied portions of Mr. Wroten's rent  
20 payments to the unauthorized Spectrum charges, causing his rental ledger to reflect inflated rent  
21 balances. Defendants then compounded the harm by assessing late fees against Mr. Wroten during the  
22 same period.

23 37. The late-fee provision of Mr. Wroten's lease agreement provides that a fee of six percent (6%)  
24 of the monthly rental amount will be imposed as liquidated damages, "attributable to damages  
25 resulting from additional record-keeping, billing, accounting, and other services and expenses required  
26 to follow-up, collect and record said delinquent payment." Ex. A at ¶ 8. Upon information and belief,  
27 Defendants made no effort to calculate actual out-of-pocket expenses related to late payments.  
28 Further, upon information and belief, any amount expended on such out-of-pocket expenses related to

late payments would not fluctuate depending on the rental amount and therefore the late fee amount assessed is an unreasonable penalty.

38. Upon information and belief, Defendants issued Mr. Wroten multiple three-day notices to pay rent or quit alleging that he had failed to pay rent. The amounts of the purported nonpayment were inaccurate and resulted from Defendants' misapplication of Plaintiff's rent payment to prior unauthorized Spectrum fees and related late-fee charges.

39. During his tenancy, Mr. Wroten was permitted to reserve the clubhouse located at the Ackerfield Buildings for tenant use. On or about October 2024, he reserved the clubhouse for a tenant "Know Your Rights" presentation scheduled for November 6, 2024, to be conducted by Long Beach Residents Empowered (LIBRE), and paid the required \$100 reservation fee.

40. The event was intended to educate tenants at the Ackerfield Buildings about their legal protections under California law.

41. On or around November 6, 2024, Defendants canceled Mr. Wroten's reservation, stating that the clubhouse could not be used for a tenant-rights meeting.

42. Defendants' cancellation of the reservation and interference with the tenant-rights meeting were undertaken in retaliation for Mr. Wroten's exercise of his rights as a tenant and constitute harassment within the meaning of Long Beach Municipal Code § 8.101.030.L (prohibits an owner from "[i]nterfer[ing] with the right of tenants to organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection; deny[ing] property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; prevent[ing] tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement(s); or discourag[ing] distribution or posting in common areas of literature informing tenants of their rights.").

**Plaintiff Kevin Mann**

43. Plaintiff Kevin Mann ("Mr. Mann"), is a 69-year-old tenant of the property located at 5700 Ackerfield Avenue, Apartment 244, in the City of Long Beach, California. He has resided there since October 1, 2019, pursuant to a written lease agreement. A true and correct copy of the portions of Mr. Mann's lease agreement in his possession is attached hereto as Exhibit B.

1       44. At the time of move-in, Mr. Mann's lease provided that he would pay "Other monthly fees"  
2 encompassing payments for water, sewer, electric, gas, trash, and garage/carport. Ex. B ¶ 6. It did not  
3 provide for Spectrum fees or other telephone/cable/internet fees.

4       45. Mr. Mann's lease also addressed renter's insurance and indicated that Mr. Wroten had not  
5 agreed to obtain such insurance. Ex. B ¶ 14.

6       46. When Defendants assumed ownership/management of the Property, they stepped into the  
7 shoes of the former owner of the Ackerfield Buildings and assumed the obligations and rights  
8 articulated in the existing tenants' lease agreements.

9       47. Defendants imposed the Spectrum and renter's insurance fees as described above on Mr. Mann  
10 without his consent and without authorization in his lease.

11       48. Mr. Mann attempted to opt out of the Spectrum fees through the verbal opt-out process  
12 presented by property management.

13       49. Upon information and belief, Mr. Mann was assessed renter's insurance fees in January and  
14 February 2023, though Defendants later issued credits reversing the charges. These fees were not  
15 authorized by Mr. Mann's lease or otherwise, and he had no understanding as to whether, when, or  
16 why such fees would be applied and/or reversed.

17       50. Upon information and belief, Defendants misapplied portions of Mr. Mann's rent payments to  
18 the unauthorized Spectrum fees, causing his rental ledger to reflect inflated rent balances. Defendants  
19 then compounded the harm by assessing late fees against Mr. Mann during the same period.

20       51. The late-fee provision of Mr. Wroten's lease agreement provides that a fee of six percent (6%)  
21 of the monthly rental amount will be imposed as liquidated damages, "attributable to damages  
22 resulting from additional record-keeping, billing, accounting, and other services and expenses required  
23 to follow-up, collect and record said delinquent payment." Ex. B at ¶ 7. Upon information and belief,  
24 Defendants made no effort to calculate actual out-of-pocket expenses related to late payments.  
25 Further, upon information and belief, any amount expended on such out-of-pocket expenses related to  
26 late payments would not fluctuate depending on the rental amount and therefore the late fee amount  
27 assessed is an unreasonable penalty.

28       52. Upon information and belief, Defendants served Mr. Mann multiple three-day notices to pay

1 rent or quit alleging that he had failed to pay rent, misstating the amounts of rent that Mr. Mann owed.  
2 The amount of the purported nonpayment resulted from Defendants' misapplication of Plaintiff's rent  
3 payment to unauthorized Spectrum fees and related late-fee charges.

4 **Harm Caused to Plaintiffs and Other Tenants by Defendants' Conduct**

5 53. As a result of Defendants' conduct described above, Plaintiffs have suffered economic harm,  
6 including the assessment and collection of unauthorized fees, late charges, and inflated rent balances.  
7 Plaintiffs have also experienced stress, frustration, and uncertainty concerning their tenancy and rights  
8 under their leases.

9 54. Defendants' conduct, including the imposition of unauthorized charges, misapplication of rent  
10 payments, and interference with Mr. Wroten's protected tenant activity, was willful, knowing, and  
11 undertaken in disregard of Plaintiffs' rights as tenants.

12 **FIRST CAUSE OF ACTION**

13 **Tenant Harassment – L.B.M.C § 8.101.0 *et seq***

14 **(By Both Plaintiffs Against All Defendants)**

15 55. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint  
16 contained in the preceding paragraphs, as if fully set forth herein.

17 56. At all relevant times described herein, Plaintiffs and Defendants were in landlord-tenant  
18 relationships pursuant to written lease agreements governing Plaintiffs' tenancies at the Ackerfield  
19 Buildings. When Defendants acquired the properties in or about February 2022, Plaintiffs' tenancies  
20 transferred to Defendants as successors in interest.

21 ***Violation of Long Beach Municipal Code Section 8.101.030(I)***

22 57. The Long Beach Tenant Anti-Harassment Ordinance, codified in Section 8.101 of the Long  
23 Beach Municipal Code, states that no owner shall "Acting in bad faith, (i) refuse to acknowledge or  
24 accept receipt of a tenant's lawful rent payment as set forth in a rental agreement, by usual practice of  
25 the parties, or in a notice to pay rent or quit; (ii) refuse to cash or process a rent check or other form of  
26 acceptable rent payment for over thirty (30) days after it is tendered; or (iii) fail to maintain a current  
27 address for delivery of rent payments." L.B.M.C. § 8.101.030(I).

28 58. Defendants routinely allocated portions of Plaintiffs' rent payments to unauthorized Spectrum

1 and late-fee charges instead of rent. This practice caused Plaintiffs’ ledgers to reflect inflated rent  
2 balances and prompted Defendants to serve three-day notices to pay rent or quit. By misapplying rent  
3 and issuing eviction notices based on these false balances, Defendants acted in bad faith and  
4 effectively refused to accept Plaintiffs’ lawful rent payments in violation of L.B.M.C. § 8.101.030(I).

5 ***Violation of Long Beach Municipal Code Section 8.101.030(D)***

6 59. Under Section 8.101.030 (D) of the Long Beach Municipal Code, no owner shall “Influence or  
7 attempt to influence a tenant to vacate a rental housing unit through fraud, misrepresentation,  
8 intimidation or coercion.”

9 60. Defendants served multiple three-day notices to pay rent or quit that demanded payment of  
10 inflated amounts, including unauthorized Spectrum fees and late fees. These notices constituted  
11 misrepresentations of the amount legally owed and were intended to intimidate Plaintiffs into paying  
12 unlawful sums or vacating their homes, in violation of L.B.M.C. § 8.101.030(D).

13 ***Violation of Long Beach Municipal Code Section 8.101.030(L)***

14 61. Under Section 8.101.030(L) of the Long Beach Municipal Code, no owner shall: “Interfere  
15 with the right of tenants to organize as tenants and engage in concerted activities with other tenants for  
16 the purpose of mutual aid and protection; deny property access to tenant organizers, advocates, or  
17 representatives working with or on behalf of tenants living at a property; prevent tenant or tenant  
18 organization meetings in an appropriate space accessible to tenants under the terms of their rental  
19 agreement(s).”

20 62. During his tenancy, Mr. Wroten had the right to reserve and use the building’s clubhouse. In  
21 October 2024, he reserved the clubhouse for a November 6, 2024 “Know Your Rights” presentation  
22 organized by Long Beach Residents Empowered.

23 63. On the day of the scheduled event, Defendants canceled the reservation, stating that the  
24 clubhouse could not be used for a tenant-rights meeting. By denying Mr. Wroten and other tenants the  
25 ability to use the common area for tenant organizing, Defendants interfered with tenants’ rights to  
26 organize in violation of L.B.M.C. § 8.101.030(L).

27 ***Violation of Long Beach Municipal Code Section 8.101.030 (M)***

28 64. Under Section 8.101.030(M) of the Long Beach Municipal Code, no owner shall: “Commit



1 other repeated acts or omissions of such significance as to substantially interfere with or disturb the  
2 comfort, repose, peace or quiet of any person lawfully entitled to occupancy of a rental housing unit  
3 and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy  
4 of a rental housing unit to vacate such rental housing unit or to surrender or waive any rights in  
5 relation to such occupancy.”

6 65. The imposition of the Spectrum fees and late fees accrued on the Plaintiffs’ ledgers and the  
7 practice of allocating rent payments to these fees inflated Plaintiffs’ balances. Defendants served  
8 numerous eviction notices for nonpayment based on these inflated balances. Plaintiffs were in  
9 constant fear that they would be evicted due to these Spectrum fees and late fees. Defendants’  
10 practices were intended to send a clear message that Plaintiffs could not remain in their homes without  
11 acquiescing to unlawful financial demands, and were also likely to cause Plaintiffs to vacate, in  
12 violation of L.B.M.C. § 8.101.030(M).

13 66. As a direct and proximate result of the Defendants' violations of the Long Beach Tenant Anti-  
14 Harassment Ordinance, Plaintiffs and other tenants of the Ackerfield Buildings have suffered, and  
15 continue to suffer, and are entitled to the remedies provided under L.B.M.C. § 8.101.040, including  
16 injunctive relief, direct money damages, and other relief the Court deems appropriate, including  
17 statutory damages of \$2000 to \$5000 per violation. Plaintiff Kevin Mann, who is over sixty-five years  
18 old, is entitled to an additional \$5000 per violation. L.B.M.C. § 8.101.040(A).

19 67. The Long Beach Tenant Anti-Harassment Ordinance provides for an award of reasonable  
20 attorneys’ fees and costs incurred by a prevailing tenant in an action brought under its provisions.  
21 Plaintiffs have employed and will continue to employ attorneys for the initiation and prosecution of  
22 this action. Plaintiffs have incurred and will continue to incur attorneys’ fees and costs herein.  
23 Plaintiffs are entitled to an award of attorneys’ fees and costs. L.B.M.C. § 8.101.040(B).

## 24 **SECOND CAUSE OF ACTION**

25 **California Unfair Competition Law – Bus. & Prof. Code § 17200, *et seq.***

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

27 68. Plaintiffs reallege and incorporates by reference, all preceding paragraphs of this Complaint as  
28 though fully set forth herein.

1       69. California Business and Professions Code section 17200, *et seq.*, prohibits any unlawful,  
2 unfair, or fraudulent business act or practice.

3       70. Defendants have engaged in unlawful and unfair business acts and practices, including but not  
4 limited to:

- 5           a. Refusing, in bad faith, to accept or properly apply tenants' lawful rent payments, in  
6 violation of Long Beach Municipal Code § 8.101.030(I);
- 7           b. Attempting to influence tenants to vacate through misrepresentation and intimidation,  
8 in violation of L.B.M.C. § 8.101.030(D);
- 9           c. Interfering with tenants' rights to organize and meet in common spaces, in violation of  
10 L.B.M.C. § 8.101.030(L);
- 11          d. Committing repeated acts and omissions that interfered with tenants' comfort, peace,  
12 and quiet, in violation of L.B.M.C. § 8.101.030(M);
- 13          e. Imposing and collecting unauthorized and excessive charges, including Spectrum fees,  
14 renter's insurance fees; and
- 15          f. Imposing late fees, constituting improper liquidated damages in violation of Civil Code  
16 § 1671.

17       71. Each of the foregoing acts and omissions constitutes an unlawful and unfair business practice  
18 within the meaning of Business and Professions Code section 17200, *et seq.*, and each was undertaken  
19 as part of Defendants' pattern and practice of imposing unauthorized financial obligations and  
20 coercive conditions on tenants.

21       72. Plaintiffs have suffered injury in fact and have lost money and property as a result of  
22 Defendants' conduct, including but not limited to the payment of Spectrum fees, late fees, and renter's  
23 insurance fees.

24       73. As direct and proximate result of the above-mentioned acts and omissions, Defendants have  
25 been unjustly enriched at the expense of Plaintiffs, and other tenants. Plaintiffs are therefore entitled to  
26 restitution and disgorgement of all earnings, profits, compensations, benefits, and other ill-gotten  
27 gains obtained by Defendants through the acts alleged herein.

28       74. Unless restrained and enjoined, Defendants will continue to engage in the unlawful and unfair

1 business practices described above, thereby causing continuing and irreparable harm to Plaintiffs and  
2 similarly situated tenants for which there is no adequate remedy at law.

3 75. Pursuant to Business and Professions Code section 17203, Plaintiffs seek injunctive relief to  
4 prevent Defendants from continuing their unlawful conduct, and restitution of all money acquired by  
5 Defendants through such unfair business practices, together with attorneys' fees, costs, and such other  
6 relief as the Court deems just and proper.

### 7 **THIRD CAUSE OF ACTION**

#### 8 **Wrongful Collection of Rent by False Pretenses – Pen. Code § 496**

#### 9 **(By Both Plaintiffs Against All Defendants)**

10 76. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint as  
11 though fully set forth herein.

12 77. California Penal Code § 496(a) provides that “[e]very person who buys or receives any  
13 property that has been stolen or that has been obtained in any manner constituting theft ... knowing  
14 the property to be so stolen or obtained, ... shall be punished by imprisonment ... or by fine ... or  
15 both.”

16 78. Section 496(c) further provides that “[a]ny person who has been injured by a violation of  
17 subdivision (a) ... may bring an action for three times the amount of actual damages, if any, sustained  
18 by the plaintiff, costs of suit, and reasonable attorney’s fees.”

19 79. Beginning in or about August 2022, Defendants unlawfully charged and collected mandatory  
20 Spectrum cable television and internet fees from Plaintiffs and other tenants despite the absence of  
21 any lawful basis or authorization in the tenants’ lease agreements. Defendants also charged Plaintiffs  
22 late fees.

23 80. Defendants’ collection of these unauthorized fees constituted theft by false pretenses within  
24 the meaning of California law because Defendants knowingly demanded and obtained money from  
25 Plaintiffs under the false representation that such payments were required.

26 81. Defendants intentionally misrepresented and concealed the illegality of these fees to induce  
27 Plaintiffs to pay them.

28 82. Defendants received and retained Spectrum fees and late fees from Plaintiffs from 2022 to

2025. Each such payment was property obtained by theft through fraud, misrepresentation, and false pretenses and was knowingly received and retained by Defendants in violation of Penal Code § 496(a).

83. As a direct and proximate result of Defendants' conduct, Plaintiffs have been injured in an amount to be proven at trial, including but not limited to the unauthorized fees and charges wrongfully collected during their tenancy.

84. Pursuant to Penal Code § 496(c) and *Siry Investment, L.P. v. Farkhondehpour* (2022) 13 Cal.5th 333, 371–372, Plaintiffs are entitled to recover treble damages, reasonable attorneys' fees, and costs of suit.

#### **FOURTH CAUSE OF ACTION**

##### **Declaratory Relief – Cal Civ. Proc. Code § 1060**

##### **(By Both Plaintiffs Against All Defendants)**

85. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein.

86. An actual controversy exists between Plaintiffs and Defendants concerning the parties' respective rights and obligations under the lease agreements governing Plaintiffs' tenancies at the Ackerfield Buildings.

87. From January 2023 to February 2023, Defendants charged Mr. Mann a \$14.00 monthly fee for renter's insurance and from June 2023 to July 2024, Defendants charged Mr. Wroten a \$14.00 monthly fee for renter's insurance, notwithstanding that such a charge was not authorized by, or enforceable under, Plaintiffs' leases or applicable law. Although Defendants issued credits offsetting the charge, the imposition of the renter's insurance fee created a continuing controversy regarding Defendants' claimed right to impose such fees on tenants.

88. Beginning August 1, 2022, Defendants began charging Plaintiffs an \$85.00 Spectrum fee. Plaintiffs attempted to opt out of the Spectrum fees through the verbal opt-out process described by property management; however, Defendants continued to assess the charges against Mr. Mann and, upon information and belief, other tenants of the Ackerfield Buildings whose leases similarly prohibit the imposition of such fees.

89. Defendants also assessed late fees against Plaintiffs for alleged late payments of rent. These late fees constitute improper and unenforceable liquidated damages.

90. Plaintiffs seek a judicial declaration that the Spectrum fees, renter's insurance fees, and late fees are unlawful and unenforceable under the terms of their leases and applicable law, and that Defendants may not impose or collect similar charges from Plaintiffs or other tenants in the future.

91. A declaratory judgment is necessary and appropriate under Code of Civil Procedure § 1060 to resolve this ongoing controversy and to determine the respective rights and obligations of the parties.

### **PRAYER FOR RELIEF**

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

1. Preliminary and permanent injunctive relief enjoining Defendants and their agents, employees, assigns, and all persons acting in concert with them, from:
  - a. Charging tenants unauthorized fees, including Spectrum and renter's insurance fees;
  - b. Misapplying rent payments to unauthorized fees;
  - c. Charging tenants late fees that constitute invalid liquidated damages; and
  - d. Interfering with the right of tenants to organize and engage in concerted activities for the purpose of mutual aid and protection.
2. A judicial declaration that Defendants' assessment and collection of mandatory Spectrum fees are unlawful and unenforceable under tenants' lease agreements and applicable law;
3. A judicial declaration that the Defendants' assessment and collection of renter's insurance fee is unlawful and unenforceable under Plaintiffs' lease agreements and applicable law;
4. A judicial declaration that Defendants' late fees are unlawful and unenforceable under tenants' lease agreements and applicable law;
5. In accordance with Bus. & Prof. Code § 17203, for restitution and the disgorgement of all earnings, profits, and other ill-gotten gains obtained by Defendants, including charges for unauthorized fees, improper liquidated damages fines, or other unlawful charges collected by Defendants, in an amount to be determined at trial, according to proof;
6. Direct money damages pursuant to Long Beach Municipal Code § 8.101.040.
7. Statutory damages of up to \$5,000 for each violation pursuant to Long Beach Municipal Code

§ 8.101.040(A);

8. Treble damages, reasonable attorneys' fees, and costs of suit as authorized by L.B.M.C.

§ 8.101.040, Penal Code § 496(c) and any other applicable law;

9. Pre-judgment and post-judgment interest as permitted by law;

10. Costs of suit incurred herein (L.B.M.C. § 8.101.040; Pen. Code § 496(c));

11. Reasonable attorneys' fees where authorized by statute or equity; an

12. Such other and further relief as the Court deems just and proper.

## DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all causes of action alleged herein in the Complaint.

Dated: November 3, 2025

Respectfully submitted,

**Legal Aid Foundation of Los Angeles**

By: /s/ Jincy Varughese

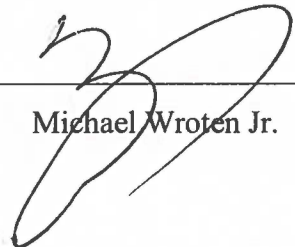
Jincy Varughese  
Attorney for Plaintiffs

## VERIFICATION

I am a Plaintiff in the above-entitled action. I have read the foregoing complaint titled Michael Wroten, Jr. an individual; Kevin Mann, an individual v. Ackerfield 2 LLC, a limited liability company; Golden Bee Management LLC, a California limited liability company; Does 1 through 10, and know its contents. The facts stated in the complaint are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/31/25 in Long Beach, California.

By:   
Michael Wroten Jr.

## VERIFICATION

I am a Plaintiff in the above-entitled action. I have read the foregoing complaint titled Michael Wroten, Jr. an individual; Kevin Mann, an individual v. Ackerfield 2 LLC, a limited liability company; Golden Bee Management LLC, a California limited liability company; Does 1 through 10, and know its contents. The facts stated in the complaint are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10-31-25 in Gardena, California.

By: Kevin Mann

Kevin Mann



# EXHIBIT A

## Beach Front Property Management

1212 Long Beach Blvd  
Long Beach, CA 90813

Tel (562) 981-7777  
www.bfpmc.com

### Rental Agreement

This agreement ("Agreement") entered into this 09/09/2020 day of September, 2020 between

Beach Front Property Management, Inc., and

(month) (year)  
Michael Wroten Jr.

[resident's name(s)]

hereinafter called respectively Landlord and Resident. Said Resident has agreed to rent Apartment No. 5565-312 located at: 5565 Ackerfield Ave Apt 312, Long Beach, California 90805 for use as a private residence only.

The initial term of this Agreement is for a period of 12 Months

09/11/2020 thereafter expiring on 09/10/2021, at a monthly rental rate of:  
One Thousand Three Hundred Seventy Five Dollars 00 Cents Dollars (\$ \$1,375.00 ) per month.  
(written amount) (dollar amount)

1. Rent is due on or before the first of the month even if the move in is not on the first. Rent payments shall be made by the following method(s): [X] Check, [X] Certified Funds, [X] Online Via Rent Café, [X] Credit Card, [X] WIPS (Walk In Payment System), NO CASH ACCEPTED and tendered to: 1) *Monica Perez C/O Beach Front Property Management 5565 Ackerfield Ave.-Ofc, Long Beach, CA 90805* 2) *Onsite rent drop box 24/7*, 3) *Online via Rent Café* 4) *Beach Front Property Management office at 1212 Long Beach Blvd, Long Beach, CA. 90813, 562-981-7777, Monday - Friday, 8:00 am - 5:00 pm.*

- a) In the event rent is paid by personal check or money order, a **\$25 processing charge will be incurred by the Resident and added to Resident's account ledger as an unpaid balance.** In such situations, any payment of rent thereafter will be applied first to pay said charge, with the balance of the payment being used to pay rent, notwithstanding any notation or direction as to the application of the payment.
- b) Payments made by Resident with a check may be processed as a one-time electronic transfer from Resident's checking account. Such an electronic transfer may result in funds being drawn from Residents bank account as early as the same day of the checks delivery and Resident will not receive a cancelled check.
- c) If landlord offers payment through third-party service providers which allow for the submission of payment electronically, or via credit or debit card, it will be Resident's responsibility to comply with the service providers policies and pay for any required fees.

#### 2. AB 1482 DISCLOSURES:

- a. ☐ Separately Alienable From Any Other Dwelling Unit:

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

- b. ☐ This Unit's AB 1482 New Construction Exemption May Expire During This Tenancy: AB 1482 exempts housing that has been issued a certificate of occupancy within the last 15 years.

The following disclosure is effective \_\_\_\_\_  
(Date)

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for



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

- c. ☐ Subject to AB 1482 rent caps and just cause as provided in Civil Code Section 1946.2 and 1947.12. The following disclosure is required by law.

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

3. **Occupants:** Resident has examined and approved the condition of the premises. Resident has received unit in good order and repair as per attached Move-In/Move-Out Checklist, and hereby agrees: (a) to use said premises for living space and as a private residence only, (b) not to sell or assign this lease nor sublet the premises, or any part thereof without the prior written consent of Landlord, (c) not to use the premises as a business except with the express written consent of Landlord, and (d) that said premises will be occupied by no more than the following named persons:

Resident Name	Birth Date	Resident Name	Birth Date
Michael Wroten Jr.	10/03/1979		

4. **Guests:** Additional occupancy by Resident's visitors will be limited to seven [7] consecutive days or a total of thirty [30] days within a twelve [12] month period per guest at any one time without Landlord's written consent. At the discretion of the Landlord guests who overstay this limit may be required to pay additional fees or go through the application process, and if approved must sign a Rental Agreement. Resident is responsible for any violation of this Lease Agreement by Resident's Guests.

5. **Subletting and Assignment:** No portion of the premises shall be sublet nor assigned by the Resident. Any attempted subletting or assignment by Resident shall be a breach of this Agreement and cause for immediate termination. Resident is prohibited from offering all or part of the premises for short term rental such as Air BNB, VRBO and other such sites and companies. Any person who is not an authorized Occupant or Resident and occupies any portion of the unit for any period of time, for any compensation or consideration whatsoever (including the payment of money and/or trade and/or barter of other goods services or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment and is a violation of this Agreement.

6. **Removal After Surrender or Abandonment:** Under California Civil Code section 1951.3 if Landlord believes the unit to be abandoned, Landlord will reclaim possession of said unit by following these guidelines: Resident agrees to occupy the premises continually, except for normal vacation periods. An absence for more than two weeks or fourteen [14] days during which time rent is delinquent, Landlord will serve a notice of abandonment. The notice of abandonment will be sent certified mail to the last known address and posted inside the unit for eighteen (18) days to give Resident adequate time to dispute abandoned unit. If there is no response to the notice and the unit is presumed to be abandoned, the Landlord shall enter the unit and inventory any personal property left by Resident in writing. All personal property left in the unit by Resident will be placed in a storage unit for 30 days at Resident's expense only if the value of the property is deemed to be more than \$700 by a reasonable person. If the property is not claimed by Resident all stored property will be auctioned and sold publicly. If said property left in the abandoned unit is found to be less than \$700 of value, Landlord will consider it trash and dispose of it.

Resident(s) Initials: mw



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**7. Other Monthly Fees and Utilities:** Resident agrees to pay any applicable "Other Monthly Fees" checked below: Water (X), Sewer (X), Electric (X), Gas (X), Domestic Hot Water (N/A), Trash (X), Garage/Carport (X), Other (N/A) Extra charge for additional parking spaces or additional storage room rental ( ). Resident agrees to pay a monthly fee of \$ (set amount where applicable) in addition to rent for . Any additional fees are due on the first of each month and must be paid in the same manner to the Landlord as the rent payment.

Resident is responsible for utilities and utility services provided to the Resident or to the Resident's unit. Resident understands that the utility service will be provided directly by the utility provider, and at Management's sole discretion, billed on an allocation basis. Management has, or may install during the term of the Lease, separate allocation devices which register Resident's measured utility consumption. Management employs the services of a third party utility biller known as Yardi Energy Solution, or YES, to calculate and bill Resident for utility consumption of water, domestic hot water, trash, and/or gas. Resident shall ensure that all utility services provided directly by the utility provider to the individual unit are in Resident's name by the move-in date. In the event that the utilities are not in Resident's name at any time during their residence in the unit, Management may charge Resident for utility services billed to Management for Resident's unit plus a processing fee in the amount of ten (\$10). This fee represents the administrative, billing, overhead and other expenses and charges incurred by Management for processing the additional bill.

**8. Late Fees and Insufficient Funds:** If Resident's rent is not paid in full on or before the first (1<sup>st</sup>) of the month, it will be considered late, if not paid by the third (3<sup>rd</sup>) day at close of business a charge of 6% (six percent) of the monthly rental rate shall be due and payable as liquidated damages and agreed to as it would be uncertain and extremely difficult and impractical to determine the actual damages resulting from a breach of Resident's obligation. It is understood and agreed that said liquidated damages are in no way an assessment of damages of a penalty, but are attributable to damages resulting from additional record-keeping, billing, accounting and other services and expenses required to follow-up, collect and record said delinquent payment. By accepting rent after the first the Landlord is not waiving the right to evict Resident for non-payment of rent. Resident hereby agrees to the following if a check tendered for the rent is returned to Landlord by the bank for insufficient funds: (a) to reimburse the Landlord for any special bank charge due to the returned check. (b) to tender the rent and related charges represented or caused by the returned check in the form of money order or cashier's check only. Checks may be re-deposited at Landlord's sole discretion. All returned checks are subject to a 6% late fee and a \$50 NSF fee. All resident invoices showing charges due to late fees, returned check fees, deposits, roofer damage or property damage incurred by the Resident, co-residents or visitors of the Resident must be paid by the first of each month. Any payments received, may, at Landlord's discretion, be applied first to any amounts due under this Agreement other than rent, (e.g. outstanding late charges, returned check charges, or replenishment of any balance security deposit), then to the outstanding rent which is most past due.

Resident(s) Initials: MLV

**9. Security Deposit:** A security deposit of \$700.00 has been deposited with the Landlord. This is a security deposit paid for purposes of securing performance of this Agreement and to compensate Landlord for costs incurred in repairing and cleaning the unit as set forth below. Said security deposit is not advance payment nor shall it be used as a payment for rent. Landlord shall have the right to deduct from said security deposit any and all amounts reasonably necessary: (a) to remedy Resident's default in their obligations set forth in this Agreement, (b) to repair damage to the unit caused by Resident, the occupants named in paragraph 1 above, and guests of Resident above and beyond what the Landlord deems "normal wear and tear", (c) to clean the unit upon termination of Resident's tenancy. Said deductions will be itemized in a written statement accompanying the refund of the remaining portion of said security deposit. A detailed report will be mailed with a check if applicable or via electronic means, if applicable, within twenty-one (21) days after termination of Resident's residency. Resident, by initialing below, acknowledges that his/her security deposit will be used for the foregoing purposes.

Resident(s) Initials: MLV

**10. Term:** Resident is required to give a 30 notice to vacate in writing to alert the Landlord when the Resident will move out and vacate the unit. Resident shall be liable for the full month's rent from the date of said notice. Either party may terminate a fixed term rental agreement on or after the expiration date by either party giving the other





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thirty (30) days written notice pursuant to California Civil Code 1946, and Resident shall be liable for a full month's rent from the date of said notice. If the Resident has resided in the unit for one year or more and is on a month to month lease, Landlord must give at least sixty (60) days' notice to terminate tenancy (CC 1946.1), and Resident shall be liable for a full sixty (60) days rent from the date of said notice. After the expiration of the fixed term, Resident shall have the option to renew for a term agreed upon in writing by the Resident and Landlord. If Resident chooses to convert to month-to-month tenancy, Resident understands that at any time during the month-to-month period, Landlord shall have the right to change the terms of this Agreement by providing the Resident with a written notice of such change at least thirty (30) days before the change is to be effected.

**11. Rental and Unit Availability:** In the event the unit is not available on the move in date due to prior resident holding over or other cause not within the control of the Landlord, Residents damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.

**12. Joint And Several Liability:** The undersigned Resident(s), whether or not in actual possession of premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the demised premises caused or permitted by Residents, their guests and invitees. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident(s) from fulfilling the terms of the Agreement.

**13. Pet Policy:** This Agreement provides that, without Landlord's prior written consent, no animals shall be allowed in or about said premises for any amount of time except for registered service animals. All registered service animals must have proper documentation from a certified medical professional and current shot and medical records must be kept for all animals kept on the property. In the event of default by Resident of any of the above terms, Resident agrees, within three (3) days after receiving written notice of default from Landlord, to cure the default or vacate the premises. Resident agrees Landlord may revoke permission to keep said Pet on the premises by giving Resident written thirty (30) days' notice. Resident agrees to comply with health and safety code, and all other applicable governmental laws and regulations.

Resident(s) Initials: MLY

**14. Destruction of or Damage to the Premises:** Landlord shall not be liable for any damage caused by the Resident due to failure to keep premises in good repair and shall not be liable for any damage done, occasioned by or from plumbing, gas, water, sewage or other pipes, or the bursting, leaking or running of any pipe, tank, wash stand, water closet or waste pipe, in, above, under or about said structure or premises, nor for damage occasioned by water coming through the roof, skylights, vents, ducts or otherwise, nor for any damage arising from the acts of negligence of co-residents or their occupants of the same building or any owners or occupants of adjacent or contiguous property.

**15. Renters Insurance:** Landlord shall not be responsible or liable in any way for injury to any person or for loss of or damage to any article belonging to Resident located in said premises. Resident shall hold Landlord and property harmless for any such liability. Resident acknowledges that Landlord does not maintain insurance to cover Resident's personal property. Resident is encouraged to obtain and maintain such insurance. Landlord does maintain other insurance and Resident shall comply with any requirements imposed by the insurer to avoid either an increase in the insurance premium or loss of insurance. Landlord is not responsible for damages created by Acts of God such as but not limited to: fire, flood, earthquake, hail, and lightning nor for Acts of terrorism, violence and riots. Landlord shall not be liable for any damage caused by the Resident due to failure to keep premises in good repair and shall not be liable for any damage done, occasioned by or from plumbing, gas, water, sewage or other pipes, or the bursting, leaking or running of any pipe, tank, wash stand, water closet or waste pipe, in, above, under or about said structure or premises, nor for damage occasioned by water coming through the roof, skylights, vents, ducts or otherwise, nor for any damage arising from the acts of negligence of co-residents or their occupants of the same building or any owners or occupants of adjacent or contiguous property.

Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Landlord which is now in effect or becomes effective during the term of this Agreement. For the mutual benefit of both parties, Resident shall obtain liability insurance of appropriate coverage levels. Resident shall obtain and maintain in effect at all times during the term of this Agreement a liability insurance policy with coverage no



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less than \$10,000 for personal property insurance coverage and a minimum of \$100,000 personal liability insurance coverage with Landlord and Landlord's authorized manager named as additional insured. All insurance information must be received by the Landlord on or prior to scheduled move in date. Landlord may provide information about an insurance program that is made available to Residents to buy liability insurance from a preferred company. Landlord is not liable for any actions of the preferred insurance company.

Resident is taking the following measures to protect their personal property. Resident has renter's insurance through with policy #.

Insurance carriers contact phone number N/A.

Resident(s) Initials: h/v

**16. Quiet Enjoyment:** Resident agrees not to violate any law, statute or ordinance nor to commit, suffer or permit any waste or nuisance in, on or about said premises or in any way to annoy, molest or interfere with any other resident or occupants of the building of which the said premises are a part. Nor is the Resident to use in a wasteful, unreasonable or hazardous manner any of the utilities furnished by Landlord.

**17. Security Policy:** Residents and Occupants acknowledge that neither Owner nor Management (Landlord) has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Residents and Occupants acknowledge that neither Owner nor Management (Landlord) warrants or guarantees the safety or security of Residents, occupants or their guests or invitees against criminal or wrongful acts of third parties. Each Resident, Occupant, guest and/or invitee is responsible for protecting his or her own person and property.

Resident(s) Initials: h/v

**18. Repairs and Alterations:** Resident agrees to pay all costs resulting from alteration and agrees to pay the Landlord any costs associated with restoring the unit to the condition at the time of move-in except for reasonable wear and tear. Resident shall alert Landlord in writing of any and all maintenance issues, damages, or safety breaches as soon as possible through Rent Café. Resident shall hold Landlord harmless and indemnify Landlord as to any mechanics liens recordation or proceeding caused by Resident.

Resident(s) Initials: h/v

**19. Care, Cleaning, and Maintenance:** Except as prohibited by law Resident agrees:

- a) To keep the premises as clean and sanitary as their condition permits, to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Resident shall ensure that large boxes are broken apart before being placed in trash containers. Resident shall be responsible at Residents expense for hauling items too large to place in trash containers. Resident shall not dispose of any flammable liquids, rags, or other items soaked with flammable liquids.
- b) To occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes.
- c) To leave premises in the same condition as it was received, subject to normal wear and tear.
- d) To promptly advise Landlord of any items requiring repair in writing. Resident shall make repair requests as soon after the defect is noted.
- e) To keep Resident's personal property inside Resident's unit unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from hanging clothing, curtains, rugs, and other coverings and cloths outside of any window ledge, patio or balcony. Only approved furniture meant for outside usage shall be permitted on any patio or balcony. Plants and other items may not be placed on balcony railings or ledges unless Landlord has expressly agreed in writing.

**20. Smoke Detection Device:** The premises are equipped with a functioning smoke detection device(s) and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Landlord in writing. If battery operated, Resident is responsible for changing the battery as necessary. If resident is unable to change the battery the Resident must alert the Landlord immediately in writing.



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Resident may not disable, disconnect or remove the detector. Landlord shall have a right to enter the premises to check and maintain the smoke detection device as provided by law. By initialing below Resident agrees that they have read, understood and will abide by the rules and policies listed here and on the attached Addendum.

Resident(s) Initials: mw

**21. Carbon Monoxide Detection Device:** If the premises are equipped with a functioning carbon monoxide detection device(s), Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Landlord in writing. If battery operated Resident is responsible changing the battery as necessary. If resident is unable to change the battery the Resident must alert the Landlord immediately in writing. Resident may not disable, disconnect or remove the detector. Landlord shall have a right to enter the premises to check and maintain the carbon monoxide detection device as provided by law. By initialing below Resident agrees that they have read, understood and will abide by the rules and policies listed here and the attached Addendum.

Resident(s) Initials: mw

**22. Satellite Dish:** Installation and use of a satellite dish is strictly prohibited without the express written permission of the Landlord except where permitted by local law. If Satellite dish is permitted all rules and regulations stated in satellite dish addendum must adhered to and said addendum must be signed by all Residents and attached to this contract as part of the Agreement. If Resident installs a satellite dish without Landlord's written permission, Resident will be deemed in violation of this Agreement.

Resident(s) Initials: mw

**23. Bed Bug Policy:** Resident agrees to comply with all policies and rules regarding the treatment, observation, and elimination of bed bugs or otherwise known as cimex lectularius per the attached bed bug addendum. The Landlord has inspected the unit prior to move-in and did not observe any evidence of bed bugs or bed bug infestation. Resident agrees that he/she inspected the premises prior to move in and did not observe any evidence of bed bugs or bed bug infestation. Resident agrees that if at any time during occupancy they witness anything resembling a bed bug or bed bug infestation that they will alert the Landlord immediately in writing or incur all costs related to damages and treatment of the aforementioned unit and any and all other units affected. Said treatment may include disposal of Residents personal property. Landlord shall not be held responsible to reimburse Resident in the event a demand for disposal is made on any personal property of the Resident. It is recommended that Resident procure renters insurance to cover any damage or loss of personal property. By initialing this paragraph Resident agrees to by said rules and policies listed in this Agreement and the attached Bed Bug Addendum.

Resident(s) Initials: mw

**24. Sale of Property:** In the event of the sale or refinance of the property if Owner/Landlord presents to Resident a "Resident's Certification of Terms Estoppel Certification" or other similar Estoppel Certification form, Resident shall execute and return an estoppels statement to Landlord within three (3) days of delivery. A failure to return an executed copy shall be deemed an acknowledgement of the accuracy of the statements contained therein and may be relied upon by a lender or purchaser.

**25. Right to Review Rental Agreement:** Before submitting an application or pay any fees or deposits, you have the right to review the Agreement as well as any community rules or policies we have. You are encouraged to consult with an attorney. By signing the Agreement you agree that you have consulted your own personal counsel or have waived the right to consult counsel and agree to all terms. These documents are binding legal documents when signed. Landlord will not take a particular dwelling off the market until Landlord receives a completed application and any other required information or monies to rent that dwelling.

**26. Default by Resident:** Giving false information is a serious criminal offense. If Landlord finds at any time during the Residents occupancy that any information furnished on the Rental Application by Resident is false such actions shall be considered a material breach of the Rental Contract and Landlord reserves the right to serve a 3 day Notice to Quit and request possession of unit from all Residents and Occupants in unit. Landlord may also at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Agreement, the rules, and financial obligations.





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Resident(s) Initials:                     

27. **Attorney's Fees:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, not to exceed \$500.

Resident(s) Initials:                     

28. For units in Long Beach, California please note the following: You may be eligible to receive relocation payments upon expiration or other termination of your tenancy under this Lease in accordance with Long Beach Municipal Code (LBMC) Chapter 8.97.

29. **Addenda:** All additions and pages attached hereto and signed by Landlord and Resident which may contain the unit inventory, Move-In/Move-Out Checklist, Pool Rules, Parking Rules, Notice of Change In Terms of Tenancy (rent increase or "other"), Pet Agreements, House Rules, Mold Addendum and/or other pertinent information conforming to Landlord's policy when included, form an integral part of this Agreement; constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or representations. Upon signing, the Resident(s) endorses the fact that they have read and understand the Agreement in its entirety with no exceptions and accept all its terms and has received a copy.

Resident represents that all statements in the applications relied upon by Landlord in the execution of this Agreement are accurate, which if determined to be untrue will be a non-curable breach of this Agreement.

Resident Signature:                     

Date: 9/9/20

Resident Signature:                     

Date:                     

Resident Signature:                     

Date:                     

Resident Signature:                     

Date:                     

Landlord Signature: Mori Oz

Date: 9/11/2020





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### Lease Addendum – Resident Utility Billing

**Addendum.** This Utility Addendum is incorporated into the Rental Agreement. In the event of a conflict between the terms of the Rental Agreement and this Utility Addendum, the terms and conditions of this Utility Addendum shall control.

**Reason for Allocation.** When residents do not contribute to the cost of their utility usage, there is no incentive to conserve. This results in utility waste which depletes our state's limited natural resources, and raises overhead cost. By allocating utility service charges, residents typically realize a savings due to the conservation effect brought on by utility billing.

**Resident's Financial Responsibility for Utilities.** Resident is responsible for utilities and utility services provided to the Resident or to the Resident's unit. Resident understands that the utility service will be provided directly by the utility provider, and at Management's sole discretion, billed on an allocation basis. Management has, or may install during the term of the Lease, separate allocation devices which register Resident's measured utility consumption. Management employs the services of a third party utility biller known as Yardi Energy Solution, or YES, to calculate and bill Resident for utility consumption.

**Placement of Utilities Under Resident's Name.** Resident shall ensure that all utility services provided directly by the utility provider to the individual unit are in Resident's name by the move-in date. In the event that the utilities are not in Resident's name at any time during their residence in the unit, Management may charge Resident for utility services billed to Management for Resident's unit plus a processing fee in the amount of twenty five (\$25). This fee represents the administrative, billing, overhead and other expenses and charges incurred by Management for processing the additional bill.

**Common Area Deductions.** Management will pay for utility usage associated with common areas. Upon receiving master meter utility bill(s) from the utility provider(s), a 40% - 25% deduction is made for common area usage and the remaining utility costs are allocated amongst current residents.

**Allocation.** ( 80% ) Water  
( 80% ) Sewer  
( % ) Domestic Hot Water  
( per unit% ) Trash service  
()

All applicable fees checked above will be paid by Resident based on:  
Water, domestic hot water and sewer are calculated at 100% Occupancy  
Trash will be divided equally among all units

**Administrative Fees.** Management has retained a third party utility biller to calculate and issue utility bills to Residents. An administrative fee in the amount of \$3.50 (three dollars and fifty cents) will be added to Resident's bills. This administrative fee is in addition to the utility costs the utility biller invoices the Resident.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Landlord Signature

Date



## Beach Front Property Management

1212 Long Beach Blvd.  
Long Beach, CA 90813

Tel (562) 981-7777  
www.bfpmnc.com

### Lease Addendum - Parking Rules

1. No loitering in parking areas at any time.
2. Vehicles parked in unauthorized spaces or areas will be towed at vehicle owner's expense.
3. Vehicles blocking the trash area, vendor/applicant/emergency/loading/unloading parking areas will be towed away at vehicle owner's expense.
4. Skateboarding, roller skating, scooter and bicycle riding is expressly forbidden in the parking area.
5. Vehicles with leaks must be:
  - a) Removed from the premises.
  - b) Repaired immediately.
  - c) A drip pan placed under the leak.
  - d) Drip pan must be cleaned and emptied.
6. All vehicles on site shall occupy only one parking space.
7. All vehicles authorized to park on the premises must be registered with the manager. Proper registration with the manager of a new unauthorized vehicle is the responsibility of the vehicle owner.
8. Visitors' parking on the premises is strictly prohibited. Violating vehicle will be towed away at vehicle owner's expense.
9. Speed limit in the parking area must be adhered to.
10. Storage of cars is not allowed. Cars not being used or not in usable condition will be towed away at vehicle owner's expense. It is prohibited to do any type of mechanic work or vehicle repairs on the property.
11. All vehicles on site must have current license plates and current state registration in the name of the Resident.
12. Management is not responsible for damaged or stolen property. Management recommends that all cars be locked at all times.
13. State law prohibits the use or storage of gasoline, cleaning solvent or other combustibles in carports or garages.
14. Management reserves the right to reassign parking spaces at any time.
15. No trash or other material may be accumulated which will create a hazard, or be in violation of any health, fire or safety ordinance or regulation.
16. All parking spaces must be clear of all items on floors for the purpose of management cleaning, degreasing or washing with water. Management will not be responsible for damage to any items left in the parking space area.
17. Any violation of the above will be cause for revocation of parking in the parking area with a twenty-four (24) notice in writing. Notice will first be given of the violation in writing with a copy personally served or posted and mailed first class mail.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Manager Signature

Date

Resident Parking Space Number:

70



## Beach Front Property Management

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### Lease Addendum – Smoke Alarm & Carbon Monoxide Detection

Landlord and Resident(s) mutually agree to the following:

1. This Agreement is an addendum and part of the Rental Agreement between Beach Front Property Management, Landlord and all Resident(s).
2. To the extent required by law, the premises are equipped with smoke alarm(s) and carbon monoxide detector/alarm(s) (hereinafter the "device" or the "devices").
3. Resident(s) acknowledges that the devices were tested in the presence of Resident(s) and the devices were operating properly.

Initial   *W*   Initial        Initial        Initial       

4. Resident(s) acknowledges that resident(s) shall perform the manufacturer's recommended test at least once per week to determine if the devices are operating properly.
5. Resident(s) understand that the devices are battery operated, and it shall be the responsibility of each resident(s) to:
  - a. Ensure that the battery is in operating condition at all times;
  - b. Replace the battery as needed (unless otherwise provided by law); and
  - c. If, after replacing the battery or if the resident is not able to replace the battery and the device(s) does not work, the resident must inform the Landlord immediately in writing.
6. Resident(s) must inform Landlord immediately in writing of any defect, malfunction or failure of any device.
7. Resident(s) shall not tamper with, deface, disconnect or damage the devices, and shall take reasonable care to ensure that the devices remain operational.
8. In accordance with California law, resident(s) shall allow Landlord access to the rental unit to inspect the devices and as otherwise provided by Civil Code Section 1954.

9/9/20  
Date

*[Signature]*  
Resident Signature

        
Date

        
Resident Signature

        
Date

        
Resident Signature

        
Date

        
Resident Signature

9/11/2020  
Date

*Mari*  
Landlord Signature



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### Eight Major Causes of Clogged Drains



#### 1. KITCHEN GREASE...

Should be collected in a container and put in the garbage can.

#### 2. LARGE CLUMPS OF TISSUE PAPER...

Dissolve too slowly

#### 3. EXCESS HAIR...

Clogs drains and pipes. Keep your plumbing system clear of hair by using a filter.

#### 4. PICNIC ITEMS...

Such as plastic knives and forks should be kept out of the garbage disposal. Throw them away instead.

#### 5. COFFEE GROUNDS, TEA BAGS AND EGG SHELLS...

Should be disposed of in the garbage, not the disposal.

#### 6. CANDLES...

Should be thrown in the trash, not the disposal. Wax can clog pipes.

#### 7. RAGS, PAPER TOWELS, WIPES, SANITARY NAPKINS...

Will definitely clog pipes! Throw them in the trash.

#### 8. MOTOR AND LUBRICATING OIL...

Clogs drains by catching and holding unwanted debris in your pipes. Most full-service gas stations will accept used oil for recycling.

People sometimes pour things in their sinks that cause other kinds of problems. You can help protect the environment by never pouring insecticides, household paint, gasoline, acids, kerosene or any other toxic chemicals down the drain. Not only are they hard on your drains and pipes, but also they make the job of treating sewage more difficult, which can increase operating costs.

**AND PLEASE...Do not use Drano/Liquid Plumber type products.** In the long run, they will eat up the pipe system.

Feminine hygiene products, contraceptives, paper towels, etc....**PLEASE DO NOT FLUSH THESE ITEMS DOWN THE COMMODE** since they will also clog pipes.

**TOILETS ARE DESIGNED FOR TOILET PAPER AND WASTE MATERIAL ONLY.**

**If a clogged drain is due to resident abuse, you will be charged for the plumbing service provided.**

Resident Signature

Resident Signature

Date

Resident Signature

Manager Signature

Date



## Beach Front Property Management

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### Lease Addendum - Pool Rules and Regulations

1. This pool is to be used only between the hours of 10:00am a.m. and 8:00pm p.m.
2. The pool is reserved exclusively for use of residents of the building. Guests can use the pool only with prior expressed permission from Management in writing. All guests must be accompanied by resident.
3. Any person known to be, or suspected of being infected with an infectious disease, having open sores, or wearing bandages shall be excluded from using all pool facilities unless such person submits a written statement, signed by a licensed physician, confirming that the person does not present a health hazard to other pool users, or permission is expressly given by Management.
4. No food may be served or eaten in or around the pool area at any time, without Management's expressed consent. Liquid refreshments must be served in unbreakable containers. No glass permitted in pool area at any time.
5. No alcoholic beverages shall be served or consumed in or around the pool area at any time. No person under the influence of alcoholic beverages is permitted in or around the pool area.
6. Running, jumping, "horseplay," fighting, boisterous or dangerous conduct, and/or any other behavior disturbing to other Residents, is forbidden in or around the pool area.
7. No radios, record or CD players, or other musical instruments may be used in or around the pool area without expressed consent of Management.
8. Animals shall not be permitted in the public pool or ancillary facilities except as provided in Civil Code sections 54, 54.1, and 54.2
9. It is required that Pool users be properly attired at all times, going to or from pool, or in or around pool area.
10. Showering is required prior to using the pool. Those using the pool shall dry themselves off before leaving the pool area.
11. Pool users will place their own towels over pool furniture when using suntan oil or other lotions.
12. No toys, inner tubes or other objects whatsoever will be allowed in the pool at any time.
13. Safety equipment is not to be used except in case of emergency.
14. NO LIFEGUARD WILL BE ON DUTY.
  - a) Persons using the pool facilities will do so at their own risk.
  - b) Management assumes no responsibility for accident or injury.
  - c) Management is not responsible for articles lost, damaged or stolen.
  - d) Note: This does not waive Management's duty of care to prevent personal injury or property damage where that duty is imposed by law.

The undersigned Resident(s) acknowledges having read and understood the foregoing, and receipt of a duplicate original of this form.

Property: 5565 Ackerfield Avenue Apt. #: 5565-312

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date 9/9/20

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date 9/9/2020



## Beach Front Property Management

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### House Rules

Your apartment is your home in the community you share with other Residents. These rules are not intended to be restrictive, but are designed to help create a better, more pleasant place to live.

1. RENT IS PAYABLE IN ADVANCE ON OR BEFORE THE 1<sup>ST</sup> OF EACH MONTH. Please refer to your rental agreement as to the amount of the late fee if rent is not paid on the due date. NO CASH IS ACCEPTED AT ANY TIME. It is required that checks returned to our office for any reason will be replaced with a money order or cashier's check. AFTER TWO BAD CHECKS ARE RECEIVED, ONLY PAYMENT BY CERTIFIED FUNDS WILL BE ACCEPTED THEREAFTER. All returned checks are subject to a \$50.00 Returned Check Charge and a six percent (6%) of the monthly rent late Fee.
2. Management is not responsible for damage or theft of personal property, including but not limited to: jewelry, money, clothing or other items in premises, including storage area, carports, laundry rooms and garages. RESIDENTS ARE STRONGLY ENCOURAGED TO OBTAIN RENTERS' INSURANCE.
3. The specific person(s) authorized to occupy an apartment on these premises are listed on the Rental Agreement. Additional or substitute occupants are prohibited without written permission from Management. House guests may remain only for the time period approved in advance by Management in excess of seven (7) consecutive nights or a total of 30 days over a 12 month period. Any and all house guests or visitors must be accompanied by the Resident. Visitors or guests of Resident may not loiter or remain in common areas any longer than is necessary to enter the property and walk to into the unit of the Resident they are visiting. If any visitor, occupant or guest of Resident is found unaccompanied by the resident, conducting illegal acts on the premises or in default of the lease agreement, the Resident is subject to further remedies from management including eviction proceedings. RESIDENTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR GUEST(S) AND THE ADHERENCE TO THE HOUSE RULES AND RENTAL AGREEMENT AT ALL TIMES.
4. No unnecessary noise, loud talking or boisterous conduct is allowed at any time by a Resident or visitor of Resident. Musical instruments, television sets, stereos, radios, etc. are to be played at a moderate volume so they do not disturb your neighbors.
5. No alteration, painting or wallpaper may be done without the written permission of Management. No nails, tacks or screws shall be driven into walls, woodwork, Formica, tile, ceiling or floors without written permission from Management. Any alteration or addition made to the premises or unit will be subject to reasonable fee and may not be removed by the Resident upon move out.
6. Window covering, walls and appliances must be given good care and be free from spots, burns, holes and other damages. Draperies, if put over windows, may not be visible from the street nor the courtyard. The vertical blinds must stay consistently on the exterior closest to the windows and must be visible to maintain consistency in the community. Residents shall be responsible and will be required to pay for all damage to the unit beyond ordinary wear and tear.
7. Trash cans, bottles, brooms, mops, etc. are to be kept inside your unit and out of view. Trash bins are separated for recyclables and trash. No towels, rugs, clothing, etc. are to be hung on balconies or railings. Only patio / outdoor furniture is allowed on the balconies and patios. Stuffed indoor furniture is NEVER allowed on the outside patios and balconies.
8. No trash or other material that creates in our sole opinion and discretion, a hazard or violation of any health, fire or safety ordinance or regulation may be accumulated or stored on site. The apartment must in our sole opinion and discretion, be kept clean and in sanitary condition, free from objectionable odor and unauthorized pets.
9. No personal belongings, including but not limited to bicycles, play equipment, barbecues or any other items may be placed in halls, stairways, balconies or anywhere about the building, except in storage area where allowed.



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10. In the event of emergency or exigent circumstances Management reserves the right to enter your apartment without prior permission.
11. No pets, including but not limited to mammals, birds, reptiles or fish, are allowed unless approved and with written permission from Management.
12. Television antennas of any kind, including satellite dishes, may not be placed anywhere on the building without the written permission of management. Resident may not install any video or other counter-surveillance systems or structural fortifications.
13. No roller-skating, bicycle riding, skateboards, scooters or ball playing of any kind is permitted on the sun deck, balcony, sidewalks, grass, flowerbeds or parking area. Management will assign a play area if such an area is provided.
14. No screen doors, security doors, security bars, etc. are to be installed without the written permission of the management.
15. Door locks are not to be changed unless written permission from Management prior to change. Management must at all times have a working key to open your unit. In the event you do not provide a working key to Management you agree this will be a material default under your lease and will enable us to exercise remedies available under your lease which exist in the event of default. In addition, without waiving any of the above, management reserves the right to change the locks to your unit at any time and determine, in our sole discretion, whether to charge the Resident for sole lock change. Resident is not to share any building access device with anyone. Resident also agrees not to prop open and front, rear or other entry door to the building or property or tamper with locks, knobs or mechanisms of said doors.
16. CLOTHES CARE CENTER
  - a) Throwing anything on the floor, defacing walls or any other abuse of the laundry facilities is strictly prohibited. Washing machines are to be cleaned after each use.
  - b) Do not leave clothes unattended. Owner and management are not responsible for any lost or stolen property left in clothes care center. It is the Resident's responsibility to keep track of the time.
  - c) Lint traps are to be cleaned, and the lint put in the wastebasket provided.
17. DISORDERLY CONDUCT, OBJECTIONABLE LANGUAGE OR OTHER DISTURBANCES BY OCCUPANT OR GUESTS SHALL BE CONSIDERED JUST CAUSE FOR EVICTION.
18. ALCOHOLIC BEVERAGES may not be consumed anywhere on the premises of our community other than inside your apartment. If we determine in our sole opinion and discretion that you or an occupant, guest or visitor is drinking and consuming alcohol in violation of these HOUSE RULES the Resident is subject to a possible fine.

By signing below All Residents agree that any violation of these House Rules will be considered an incurable breach and Resident(s) will be subject to eviction.

Resident Signature \_\_\_\_\_ Date 9/9/20

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

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

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

Landlord Signature Mari B Date 9/9/2020





## Beach Front Property Management

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### Lease Addendum – Satellite Dish and/or Antenna

This Agreement is an Addendum and part of the Rental Agreement dated: 09/09/2020 between Beach Front Property Management, Landlord and Michael Wroten Jr., Resident(s).

#### IN CONSIDERATION OF THEIR MUTUAL PROMISES, LANDLORD AND RESIDENT(S) AGREE AS FOLLOWS:

1. Resident is renting from Landlord the premises located at:  
5565 Ackerfield Avenue, Long Beach, CA 90805
2. This addendum to Rental Agreement by and between Landlord and Resident(s) shall set forth Resident(s) right and obligations respecting the installation, maintenance and removal of one (1) satellite dish and/or antenna in the rented premises.
3. The satellite dish and/or antenna may not exceed one meter (39 inches) in diameter.
4. The satellite dish and/or antenna may only be placed on a balcony, railing or patio totally within the premises being rented (not in any public area).
5. The satellite dish and/or antenna may not protrude or extend beyond the balcony railing line or patio edge.
6. No satellite dish and/or antenna may be installed on any outside wall, outside windowsill, roof, common area balcony, stairwell or other common area, and no holes may be made in any wall, roof, railing or glass for purposes of installation or hook-up.
7. Landlord reserves the right to prohibit installation if the satellite dish and/or antenna pose a safety concern, all as determined by Landlord at Landlord's sole discretion.
8. Resident(s) hereby agrees to indemnify Landlord, Landlord's employees, agents, representatives, successors, and assigns for any and all claims resulting from Resident's(s') installation, removal, maintenance and use of said satellite dish and/or antenna. Resident assumes full and complete responsibility for any personal injury (including death) or physical damage caused by the satellite dish and/or antenna or its installation, removal, maintenance and/or use.
9. Prior to resident(s) installing the satellite dish and/or antenna, Resident(s) agrees to obtain general liability insurance in an amount no less than to fully cover any claims which may be made by Landlord and/or third parties as a result of damage or injury (including death) caused by the satellite dish and/or antenna, their installation, removal, maintenance and/or use. The insurance policy must name Landlord as additional insured and a copy of the policy and evidence of the payment of the required premium shall be provided to Landlord prior to installation of the satellite dish and/or antenna.
10. Landlord recommends that Resident(s) obtain the services of a professional installer to properly install and connect the satellite dish and/or antenna. Resident(s) covenants and agrees that no hole in the premises will





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be made for the purpose of wiring and further that Resident(s) shall not splice or connect the satellite dish and/or antenna to existing wiring.

11. In consideration of Landlord's consent to the installation of the satellite dish and/or antenna, Resident(s) hereby agrees that the security deposit posted upon the Rental Agreement for the rented promises may be used to cover any damages caused by the installation or removal of the satellite dish and/or antenna. A security deposit increase does not imply a right to drill into or alter the rental premises.
12. Failure of Resident(s) to abide by the provisions of this addendum, including but not limited to, the failure to post and maintain the above security deposit and/or the general liability insurance required hereunder shall be deemed a material default of the Rental Agreement, and Landlord, in addition to all of its rights and remedies under the Rental Agreement, at law and/or in equity, shall be permitted to remove the satellite dish and/or antenna at Resident's(s') sole cost and expense.
13. In consideration of Landlord's consent to the installation of the satellite dish and/or antenna, Resident(s) hereby tenders as additional security deposit to cover any damage caused by the installation or removal of the satellite dish and/or antenna, which deposit shall be treated in the same manner as described in the Rental Agreement for other security deposits. (Total of all security deposits shall not exceed two months rent for unfurnished units and three months rent for furnished units.)
14. Resident's(s') right to install and maintain the equipment contemplated herein is subject to revocation in the event Federal, State or Local law which provides such right is revoked, changed, or in any way modified in such a manner that does not require Landlord to permit such maintenance or installation of such equipment.

This addendum to be effective as of 9th day of September, 2020.

Resident Print Name:	<u>Michael Wroten Jr.</u>	Sign Name:	<u>[Signature]</u>	Date:	<u>9/9/20</u>
Resident Print Name:	_____	Sign Name:	_____	Date:	_____
Resident Print Name:	_____	Sign Name:	_____	Date:	_____
Resident Print Name:	_____	Sign Name:	_____	Date:	_____

Landlord Print Name:	<u>Beach Front Property</u>	Sign Name:	<u>[Signature]</u>	Date:	<u>9/9/2020</u>
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**Beach Front Property Management**

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Long Beach, CA 90813

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**POLICIES AGAINST CRIMINAL ACTIVITY**

This agreement is an Addendum and part of the Rental Agreement dated 09/09/2020

between Beach Front Property Management, Landlord and Michael Wroten Jr.

Resident(s) with reference to the property located at: 5565 Ackerfield Ave Apt 312, Long Beach, CA 90805

Landlord and Resident agree as follows:

1. Resident, any member of Resident's household, or any other person under Resident's control, shall not engage in criminal activity, including but not limited to drug-related criminal activity, on or near the said premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, any member of Resident's household, or any other person under Resident's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, prostitution, criminal street gang activity, threatening or intimidating assault, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the Rental Agreement that otherwise jeopardizes the health, safety and/or welfare of the Landlord, his agent, other Residents, or involving imminent serious property damage.
3. Resident, any member of Resident's household, or any other person under Resident's control, will not permit the dwelling unit to be used for or to facilitate criminal activity, including but not limited to drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any provisions of the Addendum shall be deemed a serious violation and a material and irreparable non-compliance to the attached lease agreement. It is understood that a single violation shall be good cause for immediate termination of the tenancy. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
5. This addendum is incorporated into the Rental/Lease Agreement executed or renewed this day between Landlord and Resident.
6. By signing below Resident and Landlord agree that they have thoroughly read, understand and agree to the above said terms.

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

Date: 9.9.20



## Commercial Parking/Garage Rental Agreement

Lessor, Beach Front Property Management, Inc. agrees  
to rent to Lessee, Michael Wroten Jr., a parking space/garage located at 5565  
Ackerfield Ave Apt 312, in the city of Long Beach,  
CA, Zip Code 90805 Parking space is being further described as Parking Space # 70 Space #  
at the above location.

### TERMS AND CONDITIONS:

It is acknowledged between the parties that this Agreement is separate and distinct from any other agreement which the LESSEE may have with the LESSOR and shall not, under any circumstances, be considered a "service" in connection with any lease and/or rental agreement between LESSOR and LESSEE, nor shall LESSOR's decision to terminate this Agreement give rise to any claim and/or defense in any action arising out of any other Lease and/or Rental Agreement between the parties.

**Remote Control Deposit:** A Remote Deposit of \$   has been deposited with the Lessor. This deposit is fully refundable if the issued remote control is returned in mint and working condition and the Parking/Storage space is returned undamaged. The refund will be mailed to the Lessee's current address. Any lost and stolen remotes can be replaced at a cost of \$35.00 per remote.

**Subletting:** Lessee is strictly prohibited from subletting or assigning this space/garage, which is for the exclusive use of Lessee. Any subletting and/or assignment in violation of this Agreement shall be null and void and Lessee shall be subject to all costs and/or expenses incurred by LESSOR in recovering possession of the Parking and/or Garage space.

**Registration and Insurance:** Lessee agrees to use parking space/garage only for passenger vehicles with a current California registration in Lessee's name. LESSEE agrees to maintain automobile liability insurance in accordance with the laws of the State of California and shall show LESSOR proof of insurance upon the written request of the LESSOR.


**Maintenance:** Lessee shall maintain Lessee's vehicle, keeping it free from leaking any substance anywhere on the premises. Fluid leaks, such as oil and gas must be cleaned up promptly. Lessee is strictly prohibited from washing, repairing, changing the oil and/or painting any vehicle in this space or anywhere on the premises. Gasoline, old batteries, nor toxic materials of any kind shall be stored in the parking/storage space nor anywhere else on the premises. Lessee is responsible for any damage and/or stains to parking space/garage.

**Possessions/Damage to Vehicle:** Lessee shall not store any personal property or other vehicles in the space/garage without prior written consent of the Lessor. Lessor shall not be liable for loss of or damage to any vehicle, any contents of such vehicle, accessories to any such vehicle, or any property left in the parking space and/or area, resulting from fire, theft, vandalism, accident, conduct of other users of the parking area and other persons, or any other casualty or cause. Further, Lessee understands and agrees that: (a) Lessor shall not be obligated to provide any traffic control, security protection, or operator for the parking space and/or area; (b) Lessee uses the parking space and/or area at its own risk; and (c) Lessor shall not be liable for personal injury, death, theft, or loss of, or damage to, personal property. Lessee shall indemnify and hold Lessor and Lessor's agents harmless from and against any and all claims, demands, and actions arising out of the use of the parking space and/or storage area by Lessee, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

**Termination:** Either party may terminate this Agreement with advance 30-day written notice. Notice by Lessee shall be delivered to Lessor's address mentioned above. Lessor may deliver termination notice to Lessee at the below address:

**No Loitering:** Loitering at any time in and/or around the parking/storage area is strictly prohibited.

Lessor/Agent



Date

9/11/2020

Lessee



Date

09/09/20

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### Lease Addendum – Lead-Based Paint Disclosure

[24 Code of Federal Regulations section 35.80-35.92]

#### LEAD WARNING STATEMENT

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

#### OWNER'S DISCLOSURE

X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the premises.

OR

\_\_\_\_\_ Landlord has knowledge of lead-based paint and/or lead-based paint hazards that are present in the premises and has provided Renter with all available reports or records pertaining to lead-based paint and/or lead-based paint hazards on the premises. The following documents have been provided:

N/A

#### RENTERS' ACKNOWLEDGEMENT

Renter has received the pamphlet "Protect Your Home from Lead in Your Home." Renter agrees to promptly notify owner of any deteriorated and/or peeling paint.

#### REAL ESTATE AGENT'S ACKNOWLEDGEMENT (initial if agent involved)

Real estate agent has informed the lessor of lessor's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### CERTIFICATION OF ACCURACY

The following parties have received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Renter Signature

Date

Renter Signature

Date

Renter Signature

Date

Manager/Agent Signature

Date





## Beach Front Property Management

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### Lease Addendum – Proposition 65

[Substance Regulated Pursuant to California's Proposition 65]

The 5565 Ackerfield Avenue Apartments, located at 5565 Ackerfield Avenue (property address)

Long Beach, CA. 90805 (hereinafter referred to as the "Apartments"), owner and agents,  
(city) (zip code)

hereby discloses to Resident that chemicals listed under the California Safe Drinking and Toxic Enforcement Act (Proposition 65), are used in building materials and in products used to maintain the property, and may be emitted as a result of the activities of Residents and guests. In accordance with Proposition 65, the following warning is provided:

### WARNING

THESE APARTMENTS CONTAIN ASBESTOS, A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS ARE CONTAINED IN SOME BUILDING MATERIALS, IN SOME OF THE PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND IN EMISSIONS, FUMES AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO USE OF MOTOR VEHICLES, BARBECUES AND TOBACCO PRODUCTS. DISTURBANCE OF OR DAMAGE TO INTERIOR APARTMENT SURFACES MAY INCREASE THE POTENTIAL FOR EXPOSURE TO THESE SUBSTANCES. [CALIFORNIA HEALTH AND SAFETY CODE 25249.5 et seq.]

- I. Residents and their guests shall not use or keep in the Apartments, or cause to enter or remain in the Apartments, any chemical or substance including, without limitation, materials identified as hazardous or toxic under any federal, state or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials. As to consumer products that contain chemicals listed by the state of California pursuant to Proposition 65, Residents and their guests shall exercise great care to avoid exposing other residents and guests to fumes, exhaust, second hand tobacco smoke or other emissions that result from Residents and their guests' use and enjoyment of the Apartments.
- II. The Apartments, owner and agents hereby disclose to Residents that water fixtures (e.g., pipes, faucets) present in the Apartments may contain chemicals known to the state of California to cause cancer and birth defects and other reproductive harm. These chemicals may be present in detectable amounts in water that is allowed to stand in such fixtures prior to use. Resident agrees to always run water faucets for at least two (2) seconds to clear the faucet and pipes of standing water prior to use.
- III. **Indemnity** – Without limiting any other indemnification provisions contained in this agreement, Resident agrees to release, indemnify, defend and hold harmless the Apartments and its officers, directors, agents, employees, representatives, shareholders, affiliates, successors and assigns from and against any and all claims, demands, damages, liabilities, fines, penalties, actions, causes of action, suits, costs and expenses, including without limitation reasonable attorneys' fees and costs, whether instituted by Resident or by any third party, arising out of or related to, directly or indirectly, Resident's breach of any of the terms of Section I above, or any of the rules and regulations prescribed by the Apartments, owners and agents to Section II above.

*This is a legally binding document. Resident(s) is encouraged to consult an attorney regarding the rental terms, including this document, before signing. By signing below, Resident(s) acknowledges that he/she has read and understood the entire document and expressly agrees to each of the provisions set forth herein.*

Resident Signature \_\_\_\_\_  
Resident Signature \_\_\_\_\_  
Landlord Signature [Signature]

9/9/20  
Date  
9/11/2020  
Date

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



# EXHIBIT B

## Beach Front Property Management

3711 Long Beach Blvd Suite 814  
Long Beach, Ca 90807

Tel (562) 981-7777  
www.bfpminc.com

### Rental Agreement

This agreement ("Agreement") entered into this 10/01/2019 day of October, 2019 between

(month) (year)

Beach Front Property Management, Inc., and

Kevin Mann

[resident's name(s)]

hereinafter called respectively Landlord and Resident. Said Resident has agreed to rent Apartment

No. 5700-244 located at: 5700 Ackerfield Ave Apt 244, Long Beach, California 90805

for use as a private residence only.

The initial term of this Agreement is for a period of 12 Months

10/01/2019 thereafter expiring on 09/30/2020, at a monthly rental rate of:  
One Thousand Two Hundred Fifty Dollars 00 Cents Dollars (\$ \$1,250.00 ) per month.  
(written amount) (dollar amount)

1. Rent is due on or before the first of the month even if the move in is not on the first. Rent payments shall be made by the following method(s): [X] Check, [X] Certified Funds, [X] Online Via Rent Café, [X] Credit Card, [X] WIPS (Walk In Payment System), NO CASH ACCEPTED and tendered to: 1) Vallynne McCullough C/O Beach Front Property Management 5565 Ackerfield Ave. - Office, Long Beach, CA 908 2) Onsite rent drop box 24/7, 3) Online via Rent Café 4) Beach Front Property Management office at 3711 Long Beach Blvd. # 814, Long Beach, CA. 90807, 562-981-7777, Monday- Friday, 8:00 am – 5:00 pm.

- a) In the event rent is paid by personal check or money order, a \$25 processing charge will be incurred by the Resident and added to Resident's account ledger as an unpaid balance. In such situations, any payment of rent thereafter will be applied first to pay said charge, with the balance of the payment being used to pay rent, notwithstanding any notation or direction as to the application of the payment.
- b) Payments made by Resident with a check may be processed as a one-time electronic transfer from Resident's checking account. Such an electronic transfer may result in funds being drawn from Residents bank account as early as the same day of the checks delivery and Resident will not receive a cancelled check.
- c) If Landlord offers payment through third-party service providers which allow for the submission of payment electronically, or via credit or debit card, it will be Resident's responsibility to comply with the service providers policies and pay for any required fees.

2. **Occupants:** Resident has examined and approved the condition of the premises. Resident has received unit in good order and repair as per attached Move-In/Move-Out Checklist, and hereby agrees: (a) to use said premises for living space and as a private residence only, (b) not to sell or assign this lease nor sublet the premises, or any part thereof without the prior written consent of Landlord, (c) not to use the premises as a business except with the express written consent of Landlord, and (d) that said premises will be occupied by no more than the following named persons:

Resident Name	Birth Date	Resident Name	Birth Date
Kevin Mann	02/21/1956		

3. **Guests:** Additional occupancy by Resident's visitors will be limited to seven [7] consecutive days or a total of thirty [30] days within a twelve [12] month period per guest at any one time without Landlord's written consent. At the discretion of the Landlord guests who overstay this limit may be required to pay additional fees or go through the application process, and if approved must sign a Rental Agreement. Resident is responsible for any violation of this Lease Agreement by Resident's Guests.





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**4. Subletting and Assignment:** No portion of the premises shall be sublet nor assigned by the Resident. Any attempted subletting or assignment by Resident shall be a breach of this Agreement and cause for immediate termination. Resident is prohibited from offering all or part of the premises for short term rental such as Air BNB, VRBO and other such sites and companies. Any person who is not an authorized Occupant or Resident and occupies any portion of the unit for any period of time, for any compensation or consideration whatsoever (including the payment of money and/or trade and/or barter of other goods services or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment and is a violation of this Agreement.

**5. Removal After Surrender or Abandonment:** Under California Civil Code section 1951.3 if Landlord believes the unit to be abandoned, Landlord will reclaim possession of said unit by following these guidelines: Resident agrees to occupy the premises continually, except for normal vacation periods. An absence for more than two weeks or fourteen [14] days during which time rent is delinquent, Landlord will serve a notice of abandonment. The notice of abandonment will be sent certified mail to the last known address and posted inside the unit for eighteen (18) days to give Resident adequate time to dispute abandoned unit. If there is no response to the notice and the unit is presumed to be abandoned, the Landlord shall enter the unit and inventory any personal property left by Resident in writing. All personal property left in the unit by Resident will be placed in a storage unit for 30 days at Resident's expense only if the value of the property is deemed to be more than \$700 by a reasonable person. If the property is not claimed by Resident all stored property will be auctioned and sold publicly. If said property left in the abandoned unit is found to be less than \$700 of value, Landlord will consider it trash and dispose of it.

Resident(s) Initials: RM

**6. Other Monthly Fees and Utilities:** Resident agrees to pay any applicable "Other Monthly Fees" checked below: Water (X), Sewer (X), Electric (X), Gas (X), Domestic Hot Water (N/A), Trash (X), Garage/Carport (X), Other (N/A) Extra charge for additional parking spaces or additional storage room rental ( ). Resident agrees to pay a monthly fee of \$ (set amount where applicable) in addition to rent for . Any additional fees are due on the first of each month and must be paid in the same manner to the Landlord as the rent payment.

Resident is responsible for utilities and utility services provided to the Resident or to the Resident's unit. Resident understands that the utility service will be provided directly by the utility provider, and at Management's sole discretion, billed on an allocation basis. Management has, or may install during the term of the Lease, separate allocation devices which register Resident's measured utility consumption. Management employs the services of a third party utility biller known as Yardi Energy Solution, or YES, to calculate and bill Resident for utility consumption of water, domestic hot water, trash, and/or gas. Resident shall ensure that all utility services provided directly by the utility provider to the individual unit are in Resident's name by the move-in date. In the event that the utilities are not in Resident's name at any time during their residence in the unit, Management may charge Resident for utility services billed to Management for Resident's unit plus a processing fee in the amount of ten (\$10). This fee represents the administrative, billing, overhead and other expenses and charges incurred by Management for processing the additional bill.

**7. Late Fees and Insufficient Funds:** If Resident's rent is not paid in full on or before the first (1<sup>st</sup>) of the month, it will be considered late, if not paid by the third (3<sup>rd</sup>) day at close of business a charge of 6% (six percent) of the monthly rental rate shall be due and payable as liquidated damages and agreed to as it would be uncertain and extremely difficult and impractical to determine the actual damages resulting from a breach of Resident's obligation. It is understood and agreed that said liquidated damages are in no way an assessment of damages of a penalty, but are attributable to damages resulting from additional record-keeping, billing, accounting and other services and expenses required to follow-up, collect and record said delinquent payment. By accepting rent after the first the Landlord is not waiving the right to evict Resident for non-payment of rent. Resident hereby agrees to the following if a check tendered for the rent is returned to Landlord by the bank for insufficient funds: (a) to reimburse the Landlord for any special bank charge due to the returned check. (b) to tender the rent and related charges represented or caused by the returned check in the form of money order or cashier's check only. Checks may be re-deposited at Landlord's sole discretion. All returned checks are subject to a 6% late fee and a \$50 NSF fee. All resident invoices showing charges due to late fees, returned check fees, deposits, rooter damage or property damage



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incurred by the Resident, co-residents or visitors of the Resident must be paid by the first of each month. Any payments received, may, at Landlord's discretion, be applied first to any amounts due under this Agreement other than rent, (e.g. outstanding late charges, returned check charges, or replenishment of any balance security deposit), then to the outstanding rent which is most past due.

Resident(s) Initials: KM

8. **Security Deposit:** A security deposit of \$1,250.00 has been deposited with the Landlord. This is a security deposit paid for purposes of securing performance of this Agreement and to compensate Landlord for costs incurred in repairing and cleaning the unit as set forth below. Said security deposit is not advance payment nor shall it be used as a payment for rent. Landlord shall have the right to deduct from said security deposit any and all amounts reasonably necessary: (a) to remedy Resident's default in their obligations set forth in this Agreement, (b) to repair damage to the unit caused by Resident, the occupants named in paragraph 1 above, and guests of Resident above and beyond what the Landlord deems "normal wear and tear", (c) to clean the unit upon termination of Resident's tenancy. Said deductions will be itemized in a written statement accompanying the refund of the remaining portion of said security deposit. A detailed report will be mailed with a check if applicable or via electronic means, if applicable, within twenty-one (21) days after termination of Resident's residency. Resident, by initialing below, acknowledges that his/her security deposit will be used for the foregoing purposes.

Resident(s) Initials: KM

9. **Term:** Resident is required to give a 30 notice to vacate in writing to alert the Landlord when the Resident will move out and vacate the unit. Resident shall be liable for the full month's rent from the date of said notice. Either party may terminate a fixed term rental agreement on or after the expiration date by either party giving the other thirty (30) days written notice pursuant to California Civil Code 1946, and Resident shall be liable for a full month's rent from the date of said notice. If the Resident has resided in the unit for one year or more and is on a month to month lease, Landlord must give at least sixty (60) days' notice to terminate tenancy (CC 1946.1), and Resident shall be liable for a full sixty (60) days rent from the date of said notice. After the expiration of the fixed term, Resident shall have the option to renew for a term agreed upon in writing by the Resident and Landlord. If Resident chooses to convert to month-to-month tenancy, Resident understands that at any time during the month-to-month period, Landlord shall have the right to change the terms of this Agreement by providing the Resident with a written notice of such change at least thirty (30) days before the change is to be effected.

10. **Rental and Unit Availability:** In the event the unit is not available on the move in date due to prior resident holding over or other cause not within the control of the Landlord, Residents damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.

11. **Joint And Several Liability:** The undersigned Resident(s), whether or not in actual possession of premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the demised premises caused or permitted by Residents, their guests and invitees. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident(s) from fulfilling the terms of the Agreement.

12. **Pet Policy:** This Agreement provides that, without Landlord's prior written consent, no animals shall be allowed in or about said premises for any amount of time except for registered service animals. All registered service animals must have proper documentation from a certified medical professional and current shot and medical records must be kept for all animals kept on the property. In the event of default by Resident of any of the above terms, Resident agrees, within three (3) days after receiving written notice of default from Landlord, to cure the default or vacate the premises. Resident agrees Landlord may revoke permission to keep said Pet on the premises by giving Resident written thirty (30) days' notice. Resident agrees to comply with health and safety code, and all other applicable governmental laws and regulations.

Resident(s) Initials: KM

13. **Destruction of or Damage to the Premises:** Landlord shall not be liable for any damage caused by the Resident due to failure to keep premises in good repair and shall not be liable for any damage done, occasioned by



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or from plumbing, gas, water, sewage or other pipes, or the bursting, leaking or running of any pipe, tank, wash stand, water closet or waste pipe, in, above, under or about said structure or premises, nor for damage occasioned by water coming through the roof, skylights, vents, ducts or otherwise, nor for any damage arising from the acts of negligence of co-residents or their occupants of the same building or any owners or occupants of adjacent or contiguous property.

**14. Renters Insurance:** Landlord shall not be responsible or liable in any way for injury to any person or for loss of or damage to any article belonging to Resident located in said premises. Resident shall hold Landlord and property harmless for any such liability. Resident acknowledges that Landlord does not maintain insurance to cover Resident's personal property. Resident is encouraged to obtain and maintain such insurance. Landlord does maintain other insurance and Resident shall comply with any requirements imposed by the insurer to avoid either an increase in the insurance premium or loss of insurance. Landlord is not responsible for damages created by Acts of God such as but not limited to: fire, flood, earthquake, hail, and lightning nor for Acts of terrorism, violence and riots. Landlord shall not be liable for any damage caused by the Resident due to failure to keep premises in good repair and shall not be liable for any damage done, occasioned by or from plumbing, gas, water, sewage or other pipes, or the bursting, leaking or running of any pipe, tank, wash stand, water closet or waste pipe, in, above, under or about said structure or premises, nor for damage occasioned by water coming through the roof, skylights, vents, ducts or otherwise, nor for any damage arising from the acts of negligence of co-residents or their occupants of the same building or any owners or occupants of adjacent or contiguous property.

Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Landlord which is now in effect or becomes effective during the term of this Agreement. For the mutual benefit of both parties, Resident shall obtain liability insurance of appropriate coverage levels. Resident shall obtain and maintain in effect at all times during the term of this Agreement a liability insurance policy with coverage no less than \$10,000 for personal property insurance coverage and a minimum of \$100,000 personal liability insurance coverage with Landlord and Landlord's authorized manager named as additional insured. All insurance information must be received by the Landlord on or prior to scheduled move in date. Landlord may provide information about an insurance program that is made available to Residents to buy liability insurance from a preferred company. Landlord is not liable for any actions of the preferred insurance company.

Resident is taking the following measures to protect their personal property. Resident has renter's insurance through with policy #.

Insurance carriers contact phone number N/A.

Resident(s) Initials: KM

**15. Quiet Enjoyment:** Resident agrees not to violate any law, statute or ordinance nor to commit, suffer or permit any waste or nuisance in, on or about said premises or in any way to annoy, molest or interfere with any other resident or occupants of the building of which the said premises are a part. Nor is the Resident to use in a wasteful, unreasonable or hazardous manner any of the utilities furnished by Landlord.

**16. Security Policy:** Residents and Occupants acknowledge that neither Owner nor Management (Landlord) has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Residents and Occupants acknowledge that neither Owner nor Management (Landlord) warrants or guarantees the safety or security of Residents, occupants or their guests or invitees against criminal or wrongful acts of third parties. Each Resident, Occupant, guest and/or invitee is responsible for protecting his or her own person and property.

Resident(s) Initials: KM

**17. Repairs and Alterations:** Resident agrees to pay all costs resulting from alteration and agrees to pay the Landlord any costs associated with restoring the unit to the condition at the time of move-in except for reasonable wear and tear. Resident shall alert Landlord in writing of any and all maintenance issues, damages, or safety breaches as soon as possible through Rent Café. Resident shall hold Landlord harmless and indemnify Landlord as to any mechanics liens recordation or proceeding caused by Resident.



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Resident(s) Initials: \_\_\_\_\_

**18. Care, Cleaning, and Maintenance:** Except as prohibited by law Resident agrees:

- a) To keep the premises as clean and sanitary as their condition permits, to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Resident shall ensure that large boxes are broken apart before being placed in trash containers. Resident shall be responsible at Residents expense for hauling items too large to place in trash containers. Resident shall not dispose of any flammable liquids, rags, or other items soaked with flammable liquids.
- b) To occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes.
- c) To leave premises in the same condition as it was received, subject to normal wear and tear.
- d) To promptly advise Landlord of any items requiring repair in writing. Resident shall make repair requests as soon after the defect is noted.
- e) To keep Resident's personal property inside Resident's unit unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from hanging clothing, curtains, rugs, and other coverings and cloths outside of any window ledge, patio or balcony. Only approved furniture meant for outside usage shall be permitted on any patio or balcony. Plants and other items may not be placed on balcony railings or ledges unless Landlord has expressly agreed in writing.

**19. Smoke Detection Device:** The premises are equipped with a functioning smoke detection device(s) and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Landlord in writing. If battery operated, Resident is responsible for changing the battery as necessary. If resident is unable to change the battery the Resident must alert the Landlord immediately in writing. Resident may not disable, disconnect or remove the detector. Landlord shall have a right to enter the premises to check and maintain the smoke detection device as provided by law. By initialing below Resident agrees that they have read, understood and will abide by the rules and policies listed here and on the attached Addendum.

Resident(s) Initials: KM \_\_\_\_\_

**20. Carbon Monoxide Detection Device:** If the premises are equipped with a functioning carbon monoxide detection device(s), Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Landlord in writing. If battery operated Resident is responsible changing the battery as necessary. If resident is unable to change the battery the Resident must alert the Landlord immediately in writing. Resident may not disable, disconnect or remove the detector. Landlord shall have a right to enter the premises to check and maintain the carbon monoxide detection device as provided by law. By initialing below Resident agrees that they have read, understood and will abide by the rules and policies listed here and the attached Addendum.

Resident(s) Initials: KM \_\_\_\_\_

**21. Satellite Dish:** Installation and use of a satellite dish is strictly prohibited without the express written permission of the Landlord except where permitted by local law. If Satellite dish is permitted all rules and regulations stated in satellite dish addendum must adhered to and said addendum must be signed by all Residents and attached to this contract as part of the Agreement. If Resident installs a satellite dish without Landlord's written permission, Resident will be deemed in violation of this Agreement.

Resident(s) Initials: KM \_\_\_\_\_

**22. Bed Bug Policy:** Resident agrees to comply with all policies and rules regarding the treatment, observation, and elimination of bed bugs or otherwise known as cimex lectularius per the attached bed bug addendum. The Landlord has inspected the unit prior to move-in and did not observe any evidence of bed bugs or bed bug infestation. Resident agrees that he/she inspected the premises prior to move in and did not observe any evidence of bed bugs or bed bug infestation. Resident agrees that if at any time during occupancy they witness anything resembling a bed bug or bed bug infestation that they will alert the Landlord immediately in writing or incur all costs related to damages and treatment of the aforementioned unit and any and all other units affected. Said treatment may include disposal of Residents personal property. Landlord shall not be held responsible to reimburse Resident in the event a demand for disposal is made on any personal property of the Resident. It is recommended that Resident procure



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renters insurance to cover any damage or loss of personal property. By initialing this paragraph Resident agrees to by said rules and policies listed in this Agreement and the attached Bed Bug Addendum.

Resident(s) Initials: Kim

**23. Sale of Property:** In the event of the sale or refinance of the property if Owner/Landlord presents to Resident a "Resident's Certification of Terms Estoppel Certification" or other similar Estoppel Certification form, Resident shall execute and return an estoppels statement to Landlord within three (3) days of delivery. A failure to return an executed copy shall be deemed an acknowledgement of the accuracy of the statements contained therein and may be relied upon by a lender or purchaser.

**24. Right to Review Rental Agreement:** Before submitting an application or pay any fees or deposits, you have the right to review the Agreement as well as any community rules or policies we have. You are encouraged to consult with an attorney. By signing the Agreement you agree that you have consulted your own personal counsel or have waived the right to consult counsel and agree to all terms. These documents are binding legal documents when signed. Landlord will not take a particular dwelling off the market until Landlord receives a completed application and any other required information or monies to rent that dwelling.

**25. Default by Resident:** Giving false information is a serious criminal offense. If Landlord finds at any time during the Residents occupancy that any information furnished on the Rental Application by Resident is false such actions shall be considered a material breach of the Rental Contract and Landlord reserves the right to serve a 3 day Notice to Quit and request possession of unit from all Residents and Occupants in unit. Landlord may also at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Agreement, the rules, and financial obligations.

Resident(s) Initials: Kim

**26. Attorney's Fees:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, not to exceed \$500.

Resident(s) Initials: Kim

**27. For units in Long Beach, California** please note the following: You may be eligible to receive relocation payments upon expiration or other termination of your tenancy under this Lease in accordance with Long Beach Municipal Code (LBMC) Chapter 8.97.

**28. Addenda:** All additions and pages attached hereto and signed by Landlord and Resident which may contain the unit inventory, Move-In/Move-Out Checklist, Pool Rules, Parking Rules, Notice of Change In Terms of Tenancy (rent increase or "other"), Pet Agreements, House Rules, Mold Addendum and/or other pertinent information conforming to Landlord's policy when included, form an integral part of this Agreement; constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or representations. Upon signing, the Resident(s) endorses the fact that they have read and understand the Agreement in its entirety with no exceptions and accept all its terms and has received a copy.

Resident represents that all statements in the applications relied upon by Landlord in the execution of this Agreement are accurate, which if determined to be untrue will be a non-curable breach of this Agreement.

Resident Signature: Kim

Date: 10-1-14

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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Russ Manner

10-1-14

Landlord Signature:

G. Handman

Date:

10/1/2014





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### Lease Addendum - Bed Bug

**Purpose.** This addendum is part of the rental agreement and addresses situations related to bed bugs (*cimex lectularius*).

**Inspection.** The Landlord has inspected the Premises prior to your move-in and Landlord did not observe any evidence of bed bugs or bed bug infestation. Resident agrees that he/she has inspected the Premises prior to move-in and did not observe any evidence of bed bugs or bed bug infestation.

Resident agrees that he/she will: (Check One):

☐ Inspect the dwelling prior to move in or by signing this agreement and that you did not observe any evidence of bed and bugs or bed bug infestation;

**OR**

☐ Will inspect the dwelling within the 48 hours after move in or signing this Agreement and will notify us of any bed bugs or bed bug infestation.

#### **Infestations.**

(Check One):

☐ I, The Resident(s) have not experienced any infestation or presence of bed bugs in my current or previous apartments, home or dwelling. I agree that I am not aware of any bed bug infestation or presence in any furniture, clothing, personal property or possessions. I agree that I have not been subjected to conditions in which there was any bed bug infestation or presence;

**OR**

☐ Resident(s) agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (Including furniture, clothing and other belongings) has been treated by a licensed pest control professional. Resident agrees that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, management reserves the right to review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. Resident agrees that any previous bed bug infestation experienced will be disclosed here:

N/A

**Resident(s) Initials:**

#### **Access for Inspection and Pest Treatment.**

Resident(s) agrees to allow management and approved pest control agent access to the dwelling at reasonable times to inspect and/or treat bed bugs. Resident, all occupants, and guests must cooperate and will not interfere with inspections or treatments. The Landlord has the right to select any licensed pest control professional to treat the dwelling and building. The Landlord can select the method of treating the dwelling, building and common areas for bed bugs. The Landlord can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the infestation. Resident is responsible for and must, at their own expense, have personal property, furniture, clothing and possessions treated according to the accepted treatment methods established by a licensed pest control firm that we approve. Resident must do so as close as possible to the time the unit is treated. If Resident fails to do so, they will be in default, and The Landlord will have the right to terminate the right of occupancy and exercise all rights and remedies under the rental agreement. Resident agrees



Form 211, Rev. 06-15

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not to treat the dwelling for a bed bug infestation themselves. Service of a three day notice and filing of an unlawful detainer action to enforce Resident responsibilities shall not be considered unlawful retaliation.

### Resident's Responsibilities.

a. **Notify.** Residents must immediately notify landlord in writing:

(i) Of any known or suspected bed bug infestation or presence in the Premises, or in any of your clothing, furniture or personal property Resident finds or reasonably suspects in writing.

(ii) If Resident discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source. Evidence of infestation includes, but is not limited to, any recurring or unexplained bites, stings, irritation, or sores of the skin that the Resident knows or reasonably suspects are caused by bed bugs.

(iii) Of any maintenance needs or requests like cracks, crevices, holes, and other openings to prevent the movement of bed bugs.

b. **Clean Housing.** Residents have an important role in preventing bed bugs. While the existence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and restraining its spread. Bed bugs like clutter, dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Bed bugs know no social and economic bounds; claims to the contrary are false.

c. **Cover mattress and Box Springs.** Resident shall cover mattress and box springs with zipped covers that are impermeable to bed bugs if bed bug infestation is found. These are relatively inexpensive, and can prevent bed bugs. If the use of rented or secondhand items is necessary, inspect them carefully, and never accept any item that shows signs of bed bugs. Resident shall not bring discarded items from the outside into premises.

d. **Cooperate.** If Landlord confirms the presence or infestation of bedbugs, Resident must cooperate and coordinate with Landlord and Landlord's pest control agents to treat and eliminate the bed bugs. Resident must follow all directions from Landlord or Landlord's agent to clean and treat the dwelling and building that are infested. Resident agrees to remove or destroy personal property that cannot be treated or cleaned. It is recommended that Resident procure renters insurance to cover any possible damage or loss of personal property.

e. **Transfers.** If landlord allows Resident to transfer to another premises in the apartment complex, Residents personal property and possessions must be treated according to accepted treatment methods or procedure established by a licensed pest control professional. Prior to moving into other premises, the Resident must provide proof of such cleaning and treatment to Landlord's satisfaction.

### Information Regarding Bed Bugs.

**Bed Bug Appearance:** Adult bed bugs have flat bodies about 1/4 of an inch in length. They are copper colored and have six legs. Young bed bugs are nearly color less and are very small, about 1/16 of an inch in length. Bed bugs do not fly. They either crawl or are carried from place to place. When a bed bug feeds, its body swells and becomes bright red, making it appear to be a different insect. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**Life Cycle and Reproduction:** The typical life span of a bed bug is 10 months. They can survive for months without feeding. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

**Bed Bug Bites:** Because bed bugs usually feed at night when people are sleeping, most people do not realize they were being bitten. Bed bugs do not transmit disease, but are a nuisance. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will



Form 211, Rev. 06-15



## Beach Front Property Management

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not be apparent until many days after a person was bitten. Common signs of bed bugs and symptoms of a possible infestation:

- Small red to reddish brown fecal spots on mattresses, upholstery, or walls.
- Molted bed bug skins, white sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks especially on the legs, arms and other body parts exposed while sleeping.

### Indemnification.

Resident agrees to indemnify and hold harmless Landlord from any actions, claims, losses, damages, and expenses including, but not limited to, attorney's fees that the landlord may sustain or incur as a result of the negligence of the resident or any guest or other person living in, occupying, or using the premises.

**In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.**

**This addendum is incorporated into the rental agreement executed or renewed this day between Landlord and Resident.**

Kevin Mann  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

[Signature]  
Landlord Signature  
10-1-18  
Date



## Beach Front Property Management

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### Lease Addendum - Parking Rules

1. No loitering in parking areas at any time.
2. Vehicles parked in unauthorized spaces or areas will be towed at vehicle owner's expense.
3. Vehicles blocking the trash area, vendor/applicant/emergency/loading/unloading parking areas will be towed away at vehicle owner's expense.
4. Skateboarding, roller skating, scooter and bicycle riding is expressly forbidden in the parking area.
5. Vehicles with leaks must be:
  - a) Removed from the premises.
  - b) Repaired immediately.
  - c) A drip pan placed under the leak.
  - d) Drip pan must be cleaned and emptied.
6. All vehicles on site shall occupy only one parking space.
7. All vehicles authorized to park on the premises must be registered with the manager. Proper registration with the manager of a new unauthorized vehicle is the responsibility of the vehicle owner.
8. Visitors' parking on the premises is strictly prohibited. Violating vehicle will be towed away at vehicle owner's expense.
9. Speed limit in the parking area must be adhered to.
10. Storage of cars is not allowed. Cars not being used or not in usable condition will be towed away at vehicle owner's expense. It is prohibited to do any type of mechanic work or vehicle repairs on the property.
11. All vehicles on site must have current license plates and current state registration in the name of the Resident.
12. Management is not responsible for damaged or stolen property. Management recommends that all cars be locked at all times.
13. State law prohibits the use or storage of gasoline, cleaning solvent or other combustibles in carports or garages.
14. Management reserves the right to reassign parking spaces at any time.
15. No trash or other material may be accumulated which will create a hazard, or be in violation of any health, fire or safety ordinance or regulation.
16. All parking spaces must be clear of all items on floors for the purpose of management cleaning, degreasing or washing with water. Management will not be responsible for damage to any items left in the parking space area.
17. Any violation of the above will be cause for revocation of parking in the parking area with a twenty-four (24) notice in writing. Notice will first be given of the violation in writing with a copy personally served or posted and mailed first class mail.

Kevin Mann  
Resident Signature

10-1-14  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

[Signature]  
Resident Signature  
[Signature]  
Manager Signature

10/1/2014  
Date  
10/1/2014  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

Resident Parking Space Number: 249



## Commercial Parking/Garage Rental Agreement

Lessor, Beach Front Property Management, Inc. agrees  
to rent to Lessee, Kevin Mann, a parking space/garage located at 5700 Ackerfield Ave  
Apt 244, in the city of Long Beach,  
CA, Zip Code 90805 Parking space is being further described as Parking Space # 249, Space #  
at the above location.

### TERMS AND CONDITIONS:

It is acknowledged between the parties that this Agreement is separate and distinct from any other agreement which the LESSEE may have with the LESSOR and shall not, under any circumstances, be considered a "service" in connection with any lease and/or rental agreement between LESSOR and LESSEE, nor shall LESSOR's decision to terminate this Agreement give rise to any claim and/or defense in any action arising out of any other Lease and/or Rental Agreement between the parties.

**Remote Control Deposit:** A Remote Deposit of \$   has been deposited with the Lessor. This deposit is fully refundable if the issued remote control is returned in mint and working condition and the Parking/Storage space is returned undamaged. The refund will be mailed to the Lessee's current address. Any lost and stolen remotes can be replaced at a cost of \$35.00 per remote.

**Subletting:** Lessee is strictly prohibited from subletting or assigning this space/garage, which is for the exclusive use of Lessee. Any subletting and/or assignment in violation of this Agreement shall be null and void and Lessee shall be subject to all costs and/or expenses incurred by LESSOR in recovering possession of the Parking and/or Garage space.

**Registration and Insurance:** Lessee agrees to use parking space/garage only for passenger vehicles with a current California registration in Lessee's name. LESSEE agrees to maintain automobile liability insurance in accordance with the laws of the State of California and shall show LESSOR proof of insurance upon the written request of the LESSOR.

**Maintenance:** Lessee shall maintain Lessee's vehicle, keeping it free from leaking any substance anywhere on the premises. Fluid leaks, such as oil and gas must be cleaned up promptly. Lessee is strictly prohibited from washing, repairing, changing the oil and/or painting any vehicle in this space or anywhere on the premises. Gasoline, old batteries, nor toxic materials of any kind shall be stored in the parking/storage space nor anywhere else on the premises. Lessee is responsible for any damage and/or stains to parking space/garage.

**Possessions/Damage to Vehicle:** Lessee shall not store any personal property or other vehicles in the space/garage without prior written consent of the Lessor. Lessor shall not be liable for loss of or damage to any vehicle, any contents of such vehicle, accessories to any such vehicle, or any property left in the parking space and/or area, resulting from fire, theft, vandalism, accident, conduct of other users of the parking area and other persons, or any other casualty or cause. Further, Lessee understands and agrees that: (a) Lessor shall not be obligated to provide any traffic control, security protection, or operator for the parking space and/or area; (b) Lessee uses the parking space and/or area at its own risk; and (c) Lessor shall not be liable for personal injury, death, theft, or loss of, or damage to, personal property. Lessee shall indemnify and hold Lessor and Lessor's agents harmless from and against any and all claims, demands, and actions arising out of the use of the parking space and/or storage area by Lessee, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

**Termination:** Either party may terminate this Agreement with advance 30-day written notice. Notice by Lessee shall be delivered to Lessor's address mentioned above. Lessor may deliver termination notice to Lessee at the below address:

**No Loitering:** Loitering at any time in and/or around the parking/storage area is strictly prohibited.

Lessor/Agent

*Johanna Evans*

Date

10/1/2019

Lessee

*Kevin Mann*

Date

10-1-19

## Beach Front Property Management

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Long Beach, Ca 90807

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www.bfpminc.com

### Lease Addendum – Resident Utility Billing

**Addendum.** This Utility Addendum is incorporated into the Rental Agreement. In the event of a conflict between the terms of the Rental Agreement and this Utility Addendum, the terms and conditions of this Utility Addendum shall control.

**Reason for Allocation.** When residents do not contribute to the cost of their utility usage, there is no incentive to conserve. This results in utility waste which depletes our state's limited natural resources, and raises overhead cost. By allocating utility service charges, residents typically realize a savings due to the conservation effect brought on by utility billing.

**Resident's Financial Responsibility for Utilities.** Resident is responsible for utilities and utility services provided to the Resident or to the Resident's unit. Resident understands that the utility service will be provided directly by the utility provider, and at Management's sole discretion, billed on an allocation basis. Management has, or may install during the term of the Lease, separate allocation devices which register Resident's measured utility consumption. Management employs the services of a third party utility biller known as Yardi Energy Solution, or YES, to calculate and bill Resident for utility consumption.

**Placement of Utilities Under Resident's Name.** Resident shall ensure that all utility services provided directly by the utility provider to the individual unit are in Resident's name by the move-in date. In the event that the utilities are not in Resident's name at any time during their residence in the unit, Management may charge Resident for utility services billed to Management for Resident's unit plus a processing fee in the amount of twenty five (\$25). This fee represents the administrative, billing, overhead and other expenses and charges incurred by Management for processing the additional bill.

**Common Area Deductions.** Management will pay for utility usage associated with common areas. Upon receiving master meter utility bill(s) from the utility provider(s), a 40% - 25% deduction is made for common area usage and the remaining utility costs are allocated amongst current residents.

**Allocation.**  
( 80% ) Water  
( 80% ) Sewer  
( % ) Domestic Hot Water  
( per unit% ) Trash service  
0

All applicable fees checked above will be paid by Resident based on:

Water, domestic hot water and sewer are calculated at 100% Occupancy  
Trash will be divided equally among all units

**Administrative Fees.** Management has retained a third party utility biller to calculate and issue utility bills to Residents. An administrative fee in the amount of \$3.50 (three dollars and fifty cents) will be added to Resident's bills. This administrative fee is in addition to the utility costs the utility biller invoices the Resident.

Raven Mann  
Resident Signature

10-1-19  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

Johanna G. Ward  
Landlord Signature

10/1/2019  
Date



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### Lease Addendum — Mold Disclosure (No Known Problem)

#### VENTILATION/RESIDENT RESPONSIBILITIES

Moisture can accumulate inside an apartment dwelling if it is not regularly aired out, especially in coastal communities. It is common for mold or mildew to grow if even a small amount of moisture builds up. Allowing moisture to accumulate can cause mildew and mold to grow within an apartment. If air is allowed to circulate in the apartment, mold and mildew should not grow. It is important that the resident regularly allows air to circulate in the home by using bathroom fans and ceiling fans where available, and regularly opening windows and sliding doors. Most windows and sliding doors are equipped with locks that allow them to be locked in an open position. If any of these locks are missing or broken, please contact our management or maintenance office and they will repair the lock(s).

Our staff will perform a walk-through inspection of your apartment with you before you move in. After you move in, should moisture build up, causing mold or mildew, you should clean it up with a household cleaner and notify our onsite staff immediately, preferably in writing. The apartment is your home, and we cannot enter without your express permission. We, therefore, rely on you to keep the interior of your apartment clean and to notify us promptly if any problems occur.

#### MOLD WARNING STATEMENT

Mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the residence, it can cause mildew and mold to grow. It is vital that Residents regularly allow air to circulate in the apartment. It is also important that the Residents keep the interior of the unit clean, and promptly notify the Owner/Agent of ANY AND ALL LEAKS (i.e., Roof, Window, Door, Plumbing, etc...), MOISTURE PROBLEMS AND/OR MOLD GROWTH.

#### OWNER'S DISCLOSURE

Owner has no knowledge of damp or wet building materials and knows of no mold or mildew contamination in the unit.

#### RENTER'S ACKNOWLEDGEMENT

Renter has received the California Department of Health Services Indoor Air Quality Info Sheet, "Mold in My Home: What Do I Do?"

#### CERTIFICATION OF ACCURACY

The following parties have received the above information and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Rexan Mann  
Resident Signature

10-1-19  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

Beach Front Property Management, Inc.

Property Management Co.

Diana K. Vant  
Resident Manager Signature

\_\_\_\_\_  
Date

10/1/2019  
Date



## Beach Front Property Management

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### Lease Addendum – Mold - Resident Responsibilities

Resident agrees that, if moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. Resident understands that proper ventilation will help prevent excess moisture build-up in the more humid areas of the apartment-home. Owner has no knowledge of damp or wet building materials and knows of no mold or mildew contamination in the unit.

Resident has received the California Department of Health Services Indoor Air Quality Info Sheet, "Mold in My Home: What Do I Do?"

Resident(s) Initials: KE \_\_\_\_\_

Resident agrees to take all measures below to reduce moisture build-up in the apartment-home and to discourage the growth of mold and mildew, by complying with the following list of responsibilities:

1. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises.
2. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
3. Resident agrees to immediately report to the owner/agent/management company (hereinafter referred to as "Owner") in writing any water intrusion such as plumbing leaks, water infiltration, drips, or "sweating" pipes, or any signs of excessive mold or mildew growth.
4. Resident agrees to notify Owner of overflows from bathroom, kitchen or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets in writing.
5. Resident agrees to report to the Owner any significant mold growth on surfaces inside the unit in writing.
6. Resident agrees to use preinstalled bathroom fans while showering or bathing, to use ventilation in the in-unit laundry area, and to report to Owner any non-working fan.
7. Resident agrees to use exhaust fans while cooking, dishwashing or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises in inclement weather to prevent outdoor water intrusion into the unit.
9. Resident agrees to clean and dry any visible moisture accumulation on windows, walls and other surfaces, including personal property, as soon as reasonably possible. (Please Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to properly ventilate the unit by using the HVAC system in the unit and to notify owner in writing of any problems with the system that are discovered by the resident.
11. Resident agrees to indemnify and hold harmless the Owner from any actions, claims, losses, damages and expenses including, but not limited to attorney fees that the Owner may sustain or incur as a result of the negligence of the resident, resident's guest or any other person living in, occupying or using the premises.

Kevin M. Mauer  
Resident Signature

10-1-19  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

Beach Front Property Management, Inc.  
Property Management Co

[Signature]  
Resident Manager Signature

10/1/2019  
Date



## Beach Front Property Management

3711 Long Beach Blvd. Suite 814  
Long Beach, CA 90807

Tel (562) 981-7777 Fax (562) 988-1385  
[www.bfpminc.com](http://www.bfpminc.com)

### Lease Addendum – Proposition 65

[Substance Regulated Pursuant to California's Proposition 65]

The 5700 Ackerfield Avenue Apartments, located at 5700 Ackerfield Avenue (property address)

Long Beach, CA. 90805 (hereinafter referred to as the "Apartments"), owner and agents,  
(city) (zip code)

hereby discloses to Resident that chemicals listed under the California Safe Drinking and Toxic Enforcement Act (Proposition 65), are used in building materials and in products used to maintain the property, and may be emitted as a result of the activities of Residents and guests. In accordance with Proposition 65, the following warning is provided:

### WARNING

THESE APARTMENTS CONTAIN ASBESTOS, A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS ARE CONTAINED IN SOME BUILDING MATERIALS, IN SOME OF THE PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND IN EMISSIONS, FUMES AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO USE OF MOTOR VEHICLES, BARBECUES AND TOBACCO PRODUCTS. DISTURBANCE OF OR DAMAGE TO INTERIOR APARTMENT SURFACES MAY INCREASE THE POTENTIAL FOR EXPOSURE TO THESE SUBSTANCES. [CALIFORNIA HEALTH AND SAFETY CODE 25249.5 et seq.]

- I. Residents and their guests shall not use or keep in the Apartments, or cause to enter or remain in the Apartments, any chemical or substance including, without limitation, materials identified as hazardous or toxic under any federal, state or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials. As to consumer products that contain chemicals listed by the state of California pursuant to Proposition 65, Residents and their guests shall exercise great care to avoid exposing other residents and guests to fumes, exhaust, second hand tobacco smoke or other emissions that result from Residents and their guests' use and enjoyment of the Apartments.
- II. The Apartments, owner and agents hereby disclose to Residents that water fixtures (e.g., pipes, faucets) present in the Apartments may contain chemicals known to the state of California to cause cancer and birth defects and other reproductive harm. These chemicals may be present in detectable amounts in water that is allowed to stand in such fixtures prior to use. Resident agrees to always run water faucets for at least two (2) seconds to clear the faucet and pipes of standing water prior to use.
- III. **Indemnity** – Without limiting any other indemnification provisions contained in this agreement, Resident agrees to release, indemnify, defend and hold harmless the Apartments and its officers, directors, agents, employees, representatives, shareholders, affiliates, successors and assigns from and against any and all claims, demands, damages, liabilities, fines, penalties, actions, causes of action, suits, costs and expenses, including without limitation reasonable attorneys' fees and costs, whether instituted by Resident or by any third party, arising out of or related to, directly or indirectly, Resident's breach of any of the terms of Section I above, or any of the rules and regulations prescribed by the Apartments, owners and agents to Section II above.

*This is a legally binding document. Resident(s) is encouraged to consult an attorney regarding the rental terms, including this document, before signing. By signing below, Resident(s) acknowledges that he/she has read and understood the entire document and expressly agrees to each of the provisions set forth herein.*

Kevin W. Davis  
Resident Signature

10-1-19  
Date

Resident Signature

Date

[Signature]  
Resident Signature  
[Signature]  
Landlord Signature

10/1/2019  
Date  
Date

Resident Signature

Date



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not be apparent until many days after a person was bitten. Common signs of bed bugs and symptoms of a possible infestation:

Small red to reddish brown fecal spots on mattresses, upholstery, or walls.

Molted bed bug skins, white sticky eggs, or empty eggshells.

Very heavily infested areas may have a characteristically sweet odor.

Red, itchy bite marks especially on the legs, arms and other body parts exposed while sleeping.

### Indemnification.

Resident agrees to indemnify and hold harmless Landlord from any actions, claims, losses, damages, and expenses including, but not limited to, attorney's fees that the landlord may sustain or incur as a result of the negligence of the resident or any guest or other person living in, occupying, or using the premises.

**In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.**

**This addendum is incorporated into the rental agreement executed or renewed this day between Landlord and Resident.**

Kevin Mann  
Resident Signature

[Signature]  
Landlord Signature

\_\_\_\_\_  
Resident Signature

10-1-19  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature





## Beach Front Property Management

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### Lease Addendum – Lead-Based Paint Disclosure

[24 Code of Federal Regulations section 35.80-35.92]

#### LEAD WARNING STATEMENT

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

#### OWNER'S DISCLOSURE

X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the premises.

OR

Landlord has knowledge of lead-based paint and/or lead-based paint hazards that are present in the premises and has provided Renter with all available reports or records pertaining to lead-based paint and/or lead-based paint hazards on the premises. The following documents have been provided:

N/A

#### RENTERS' ACKNOWLEDGEMENT

Renter has received the pamphlet "Protect Your Home from Lead in Your Home." Renter agrees to promptly notify owner of any deteriorated and/or peeling paint.

#### REAL ESTATE AGENT'S ACKNOWLEDGEMENT (initial if agent involved)

Real estate agent has informed the lessor of lessor's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### CERTIFICATION OF ACCURACY

The following parties have received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Kevin Mann 10-1-19  
Renter Signature Date

\_\_\_\_\_  
Renter Signature Date

Johanna Mann 10/1/2019  
Manager/Agent Signature Date



## Beach Front Property Management

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Long Beach, Ca 90807

Tel (562) 981-7777  
www.bfpminc.com

### Lease Addendum – Smoke Alarm & Carbon Monoxide Detection

Landlord and Resident(s) mutually agree to the following:

1. This Agreement is an addendum and part of the Rental Agreement between Beach Front Property Management, Landlord and all Resident(s).
2. To the extent required by law, the premises are equipped with smoke alarm(s) and carbon monoxide detector/alarm(s) (hereinafter the "device" or the "devices").
3. **Resident(s) acknowledges that the devices were tested in the presence of Resident(s) and the devices were operating properly.**

Initial km Initial \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_

4. Resident(s) acknowledges that resident(s) shall perform the manufacturer's recommended test at least once per week to determine if the devices are operating properly.
5. Resident(s) understand that the devices are battery operated, and it shall be the responsibility of each resident(s) to:
  - a. Ensure that the battery is in operating condition at all times;
  - b. Replace the battery as needed (unless otherwise provided by law); and
  - c. If, after replacing the battery or if the resident is not able to replace the battery and the device(s) does not work, the resident must inform the Landlord immediately in writing.
6. Resident(s) must inform Landlord immediately in writing of any defect, malfunction or failure of any device.
7. Resident(s) shall not tamper with, deface, disconnect or damage the devices, and shall take reasonable care to ensure that the devices remain operational.
8. In accordance with California law, resident(s) shall allow Landlord access to the rental unit to inspect the devices and as otherwise provided by Civil Code Section 1954.

10-1-19

Date

10/1/2019

Date

Date

Date

Date

Kevin Mann

Resident Signature

John A. Mann

Resident Signature

Resident Signature

Resident Signature

Landlord Signature

