



City of Anaheim  
**PLANNING & BUILDING DEPARTMENT**  
Business License Division

August 11, 2016

RE: **2016 Short-Term Rental Permit Renewal**

Dear Anaheim Short-Term Rental Owner:

On July 12, 2016, the City Council adopted two ordinances which provide for a comprehensive amendment to Chapter 4.05 (Short-Term Rentals) of the Anaheim Municipal Code, regulating the issuance of and operating conditions applicable to Short-Term Rentals ("STRs") and Short-Term Rental permits. A brief summary is provided on the back side of this letter. Copies of both ordinances, which are referred to herein collectively as the "STR Ordinance", are available on our website at [www.anaheim.net/str](http://www.anaheim.net/str). The effective date of the two ordinances is August 11, 2016.

Enclosed please find the **2016 Application for Short-Term Rental Permit Renewal**. The application included is for any Short-Term Rental properties that have been issued a permit. All required documents must be included with your renewal application along with a check payable to the City of Anaheim for the required non-refundable application fee of \$1,094.00. You must timely apply for renewal of the permit under the requirements of the STR Ordinance no later than sixty (60) days following the effective date of the STR Ordinance; that is, **not later than October 10, 2016**. We strongly advise you to submit your application in advance of the deadline date as we will not be accepting incomplete applications. Only completed applications received by 5:00 PM on October 10, 2016 will be accepted. Additional application forms are also available from the Business License Division of the City of Anaheim located on the first floor of City Hall (200 S. Anaheim Blvd.) or on the City's website at [www.anaheim.net/str](http://www.anaheim.net/str) on or after August 11, 2016.

Please be advised that subsection 4.05.070 (Term of Permit and Renewal) of the STR Ordinance provides that **failure to timely file an application for renewal by October 10, 2016 means that an STR permit will "be of no further force, validity or effect, and use of a dwelling for short-term rental purposes shall cease"** and "the owner of the property which was the subject of the permit or his/her heirs, successors or assigns shall have no further right to apply for or obtain a short-term rental permit or to undertake, maintain, facilitate, advertise for rent, list, rent or use said dwelling and/or the property as a short-term rental."

Sincerely,

Sandra Sagert  
License Collector

P.O. Box 61042  
Anaheim, CA 92803-6142

Tel: (714) 765-5194  
Fax: (714) 765-4664

[business\\_license@anaheim.net](mailto:business_license@anaheim.net)

[www.anaheim.net](http://www.anaheim.net)

- **New regulations and no new STRs:**

- Effective August 11, 2016
- Fewer occupants per rental effective Jan. 1, 2017
- Quiet time extended by two hours in the morning (10 p.m. to 9 a.m., extended from 10 p.m. to 7 a.m.)
- Designated local contact who can respond around the clock to reported violations
  - Requires proof that STR owners have provided contact to neighbors
- Minimum age of STR renters increased from 18 to 21
- Prevents STR owners from adding on to the house
- Requires fire sprinklers for homes with four or more bedrooms or occupancy of more than 10 people within 18 months of adoption
- Requires secondary exit for at least one bedroom for rentals servicing non-ambulatory guests within 18 months of adoption
- A warning is no longer needed before a citation is issued
- Creation of two violation categories: minor and major
  - Two major violations in a 12-month period would be grounds to revoke a permit
- Increased fines

Number of Bedrooms	Current Occupancy	Proposed Occupancy
Studio	2	2
1	5	4
2	8	7
3	11	9
4	14	11
5	17	13
6	20	15
7	23	17
8	26	19

Owner Violations	First Offense	Second Offense <sup>12</sup> months	Third Offense <sup>12</sup> months
Minor	\$200	\$400	\$1,000
Major	\$1,000	\$1,500	\$2,500

Renter Violations	Each Offense
Minor	\$200
Major	\$500

- **Ban and phase out all STRs:**

- Effective August 11, 2016
- Phase out period of 18 months
- During the phase out, STRs can continue to operate and will pay transient occupancy tax
- Owners can apply for a hardship application, which may extend the 18 month phase out period for their STR

- **STR Fees:**

- Approved by City Council August 9, 2016
- Intended to help the city recover its costs of enforcing the STR program
- More and complete information is available at [www.anaheim.net/str](http://www.anaheim.net/str)

*The content of this summary page is only intended to highlight portions of the adopted ordinances. This does not fully represent the content of the adopted ordinances, which are available at [www.anaheim.net/str](http://www.anaheim.net/str). For accurate and complete details regarding the STR Ordinance, please refer to [www.anaheim.net/str](http://www.anaheim.net/str).*



## CITY OF ANAHEIM

### 2016 APPLICATION FOR SHORT-TERM RENTAL PERMIT RENEWAL

200 S. Anaheim Blvd. #136, Anaheim, CA 92805  
P.O. Box 61042, Anaheim, CA 92803-6142  
(714) 765-5194  
Chapter 4.05 Anaheim Municipal Code

Applications are  
accepted in person  
Mon-Fri 8AM-5PM  
or by Mail

BUS # \_\_\_\_\_ REG# \_\_\_\_\_ TOT # \_\_\_\_\_

#### PART 1: NAME AND ADDRESS OF SHORT TERM RENTAL PROPERTY

Business Name or Legal Name of Owner of STR Property (as listed on Grant Deed)			
Property Address			
City <b>ANAHEIM</b>	State <b>CA</b>	Zip	
(Include All Business Telephone Numbers) Business Phone	Fax Number	E-mail	
Mailing Address			
City	State	Zip	

#### PART 2: 24-HOUR LOCAL CONTACT PERSON

**REQUIRED FOR ALL SHORT-TERM RENTAL PROPERTIES:** A.M.C. Subsection 4.05.100.0105 provides emergency contact has ability to respond to issues within forty-five (45) minutes of complaint.

Name & Title		Address	
City		State	Zip
Primary Phone:	Alternate Phone:		E-mail

#### PART 3: AUTHORIZED AGENT

Please complete this section if application is being submitted/managed by person other than owner.

Full Legal Name		Relationship to Owner:	
Home Address			
City		State	Zip
Primary Phone		Alternate Phone	
Email Address:			

#### **PART 4: Required Documents for Submittal of this Application**

1.  Floor plan accurately and clearly depicting the size and approximate square footage of the dwelling including the use of each room, the number location and approximate square footage of all bedrooms, the numbers of beds in each bedroom, bathrooms, garage and the location and description of the furniture located within a garage. Indicate if the garage will be used as a game room.
2.  Site plan accurately and clearly depicting the size and location of the existing dwelling and the approximate square footage in the dwelling, the number and location of designated off-street parking spaces, any accessory buildings, including, but not limited to garages and accessory living quarters, parking spaces shall be clearly dimensioned to demonstrate compliance with minimum required standards. Garages used for game rooms may not be counted as required parking.
3.  Copy of all advertisements for the Short-Term Rental of this property including all listings of the online websites with the identifying information for this property (e.g. listing number).
4.  Dated photographs of the interior of the garage and the parking spaces provided on-site.
5.  **Affidavit of Mailing** acknowledging certification of mailing to adjacent neighbors. (Section 4.05.100.010.0105(b).
6.  Submit **Indemnification Agreement** completed by the owner and property owner (if different).
7.  **Self-Certification Form** executed by the Owner.
8.  **Non-Refundable Application Fee of \$1,094.00**  
**Please make check payable to: City of Anaheim**

#### **PART 5: The following must be initialed by the Primary Property Owner:**

I certify that the following is true:

- \_\_\_\_\_ There have been no changes to the ownership of the property since the issuance of the Short-Term Rental Permit.
- \_\_\_\_\_ There are no changes to the contact information on record including the 24-Hour Local Contact Person.
- \_\_\_\_\_ There have not been any modifications to the list of businesses providing services to this property including any Authorized Agent.
- \_\_\_\_\_ There have been no changes in the number of bedrooms/bathrooms, additions, remodels, or modification to the floor or site plans on record.
- \_\_\_\_\_ There have been no changes to the number of off-street parking spaces on record.
- \_\_\_\_\_ All advertising for the short-term rental includes the City issued permit number (REG ID#).
- \_\_\_\_\_ I understand the business shall also be in conformity with all other city, state and federal laws.

**PART 6: CERTIFICATION**

Individuals executing this Application and Certification on behalf of a corporation, partnership or other entity or organization, represent and warrant that they are duly authorized to execute and deliver this Application and Certification on behalf of such entity or organization and that this Application and Certification is binding upon the same in accordance with its terms.

I have read and understand all regulations pertaining to the operation of a short term rental, as set forth in Chapter 4.05 of the Anaheim Municipal Code, the city's business license requirements, the city's transient occupancy tax requirements and that I am responsible for compliance with these requirements. I understand that an incomplete application may result in the denial of my short-term rental permit. **I hereby certify under the penalty of perjury that the information given is true and correct. I understand that providing false information or withholding information, including any criminal record, is grounds for denial or revocation of my permit and may subject me to criminal prosecution. I do hereby authorize the City of Anaheim, its agents and employees to seek verification of the information contained on this application. I further understand that I may not conduct the activity applied for until a permit has been granted, and that a copy of the City Ordinances regulating Short-Term Rental Permits is available to me in the City Clerk's Office or over the Internet at [www.anaheim.net](http://www.anaheim.net) (Chapter 4.05 of the Anaheim Municipal Code).**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**PART 7: CITY STAFF USE ONLY**

**OFFICE USE ONLY**

DATE APP REC'D \_\_\_\_\_ BY \_\_\_\_\_ REG PERMIT # \_\_\_\_\_

TRANSMITTED TO DEPARTMENTS: DATE \_\_\_\_\_ BY \_\_\_\_\_

REVIEWED BY:

PLANNING DEPARTMENT  
(Zoning Division)      DATE \_\_\_\_\_ Recommendation \_\_\_\_\_ BY \_\_\_\_\_

Code Enforcement Division      DATE \_\_\_\_\_ Recommendation \_\_\_\_\_ BY \_\_\_\_\_

BUILDING DIVISION      DATE \_\_\_\_\_ Recommendation \_\_\_\_\_ BY \_\_\_\_\_

FIRE DEPARTMENT      DATE \_\_\_\_\_ Recommendation \_\_\_\_\_ BY \_\_\_\_\_



**CITY OF ANAHEIM**  
**SHORT-TERM RENTAL PERMIT AFFIDAVIT OF NOTICE**

Chapter 4.05-Anaheim Municipal Code

**BUS #** \_\_\_\_\_ **REG #** \_\_\_\_\_ **TOT #** \_\_\_\_\_

**Property Address** \_\_\_\_\_ (the "Property")

**The following must be initialed by the Primary Property Owner/Lessee:**

\_\_\_\_\_ I/We am/are the owner(s) (the "Owner") of the above-referenced Property or am/are the duly authorized representative(s) of the Owner of the Property;

**OR**

\_\_\_\_\_ I/We am/are the lessee(s) (the "Lessee") of the above-referenced Property or am/are the duly authorized representative(s) of the Lessee of the Property.

The undersigned certifies/certify that notice in compliance with paragraph "(b)" of subsection .0105 of Section 4.05.100 (Conditions of Permit Issuance and Renewal; Operational Requirements) of Chapter 4.05 of the Anaheim Municipal Code was mailed or personally delivered within ten (10) days of the issuance, transfer, or renewal of a short-term rental permit for the Property to the owners and occupants of properties contiguous to and directly across the street (or alley or other right-of-way) from the Property. Said notice, a copy of which is attached hereto, was provided by way of mail, in person, or both mail and personal delivery.

Individuals executing this Affidavit on behalf of a corporation, partnership or other entity or organization, represent and warrant that they are duly authorized to execute and deliver this Affidavit on behalf of such entity or organization and that this Affidavit is binding upon the same in accordance with its terms.

I hereby certify under the penalty of perjury that the information given is true and correct. I understand that providing false information or withholding information, including any criminal record, is grounds for denial or revocation of my permit and may subject me to criminal prosecution. I do hereby authorize the City of Anaheim, its agents and employees to seek verification of the information contained on this application. I further understand that a copy of the City Ordinances regulating Short-Term Rentals is available to me in the City Clerk's Office or over the Internet at [www.anaheim.net/str](http://www.anaheim.net/str) (Chapter 4.05 of the Anaheim Municipal Code).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**OFFICE USE ONLY**

DATE APP REC'D \_\_\_\_\_ BY \_\_\_\_\_ REG PERMIT # \_\_\_\_\_



**CITY OF ANAHEIM  
SHORT-TERM RENTAL PERMIT INDEMNIFICATION AGREEMENT  
("OWNER")**

(Chapter 4.05-Anaheim Municipal Code)

BUS # \_\_\_\_\_ REG # \_\_\_\_\_ TOT # \_\_\_\_\_

Property Address: \_\_\_\_\_ (the "Property")

The undersigned certify(ies) and agree(s) as follows:

1. I/We am/are the owner(s) (the "Owner") of the above-referenced Property or am/are the duly authorized representative(s) of the Owner of the Property;
2. Individuals executing this Agreement on behalf of a corporation, partnership or other entity or organization represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms; and
3. Owner has read Chapter 4.05 of the Anaheim Municipal Code and understands all City of Anaheim rules set forth in said Chapter and hereby agrees that the Owner is legally responsible for compliance by all occupants of the Property with all provisions of said Chapter and the Anaheim Municipal Code, including liability for any fines incurred by occupants or a responsible person.
4. Owner agrees to assume all risk and indemnify, defend and hold the City of Anaheim, a municipal corporation, and its officials, officers, and employees (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with (a) Owner's use and/or occupancy of the Property, (b) Owner's occupants' use and/or occupancy of the Property, (c) any act or omission of Owner or any of Owner's employees, agents, contractors or representatives, (d) any act or omission of Owner's occupants of the short-term rental unit at the Property, (e) the City's approval of the above-referenced permit or renewal thereof (the "Permit"), (f) the operation and maintenance of the short-term rental unit and/or the Property, and (g) any other matter relating to the short-term rental unit and/or the Property, including without limitation any claim or demand made by the governing body of a homeowners' or maintenance association having jurisdiction over the subject dwelling in any action or proceeding in which the Indemnified Parties (or any of them) are named or made a party arising out of or connected with the subject matter of any applicable covenants, conditions and restrictions and/or rules and regulations.
5. If I/we am/are leasing the Property to a lessee where my/our lessee is offering the Property, or any portion thereof, as a Short-Term Rental under a duly issued permit from the City, I/we hereby agree with the City that I/we and the subject property shall be subject to the provisions of Section 2.12.090 (Transient Occupancy Tax a Debt – Civil Action) of the Anaheim Municipal Code for the failure of my/our lessee to pay transient occupancy tax to the City.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
                                   )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_  
                  [*date*]                                            [*here insert name and title of the officer*]

personally appeared \_\_\_\_\_  
                                                                              [*here insert name(s) of signer(s)*]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
(Signature)

(Seal)





**CITY OF ANAHEIM**  
**SHORT-TERM RENTAL PERMIT INDEMNIFICATION**  
**AGREEMENT ("LESSEE")**  
(Chapter 4.05-Anaheim Municipal Code)

BUS # \_\_\_\_\_ REG # \_\_\_\_\_ TOT # \_\_\_\_\_

Property Address: \_\_\_\_\_ (the "Property")

The undersigned certify(ies) and agree(s) as follows:

1. I/We am/are the lessee(s) (the "Lessee") of the above-referenced Property or am/are the duly authorized representative(s) of the Lessee of the Property;
2. Individuals executing this Agreement on behalf of a corporation, partnership or other entity or organization, represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms;
3. I/We represent and warrant that the person(s) or entity that holds legal title to the Property has given written consent to the use of the Property by the undersigned as a short-term rental under the terms and conditions of Chapter 4.05 of the Anaheim Municipal Code; and
3. Lessee agrees to assume all risk and indemnify, defend and hold the City of Anaheim, a municipal corporation, and its officials, officers, and employees (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with (a) Lessee's use and/or occupancy of the Property, (b) Lessee's occupants' use and/or occupancy of the Property, (c) any act or omission of Lessee or any of Lessee's employees, agents, contractors or representatives, (d) any act or omission of Lessee's occupants of the short-term rental unit at the Property, (e) the City's approval of the above-referenced permit or renewal thereof (the "Permit"), (f) the operation and maintenance of the short-term rental unit and/or the Property, and (g) any other matter relating to the short-term rental unit and/or the Property, including without limitation any claim or demand made by the governing body of a homeowners' or maintenance association having jurisdiction over the subject dwelling in any action or proceeding in which the Indemnified Parties (or any of them) are named or made a party arising out of or connected with the subject matter of any applicable covenants, conditions and restrictions and/or rules and regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



# CITY OF ANAHEIM

## SHORT-TERM RENTAL PERMIT SELF-CERTIFICATION

Chapter 4.05 Anaheim Municipal Code

BUS # \_\_\_\_\_ REG # \_\_\_\_\_ TOT # \_\_\_\_\_  
Property Address \_\_\_\_\_ (the "Property")

The following must be initialed by the Primary Property Owner/Lessee:

\_\_\_\_\_ I/We am/are the owner(s) (the "Owner") of the above-referenced Property or am/are the duly authorized representative(s) of the Owner of the Property;

**OR**

\_\_\_\_\_ I/We am/are the lessee(s) (the "Lessee") of the above-referenced Property or am/are the duly authorized representative(s) of the Lessee of the Property.

---

Pursuant to Section 4.5.100.0103 of the Anaheim Municipal Code, a short-term rental is subject to inspection by City staff and agents, including Code Enforcement, Building Inspectors, and Fire staff to confirm compliance with Chapter 4.05, including the following requirements. Each short-term rental must satisfy the following requirements to the satisfaction of the Planning Director. By your initials below, you certify under penalty of perjury that the following are true and correct:

\_\_\_\_\_ I have read and agree to abide by the regulations specified in Chapter 4.05 of the Anaheim Municipal Code, regulating Short-Term Rentals.

\_\_\_\_\_ I certify that per Section 4.05.100.010.0109 all advertising for the short-term rental will include the City-issued permit number (REG ID#).

\_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (a) that the property address is and shall be visible from the street in contrasting colors.

\_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (b) smoke alarms are installed in all bedrooms and rooms leading to bedrooms in accordance with the Anaheim Building Code. I am responsible for maintaining and testing these smoke alarms.

\_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (c) that at least one 2A: 10BC portable fire extinguisher (State Fire Marshall approved design) is installed in plain sight and within easy reach on each floor and shall be fully charged at all times. I am responsible for replacement or recharge after each use.

\_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (d) carbon monoxide devices meeting the standards of Section 13262 of the California Health and Safety Code are installed in common stairways and hallways. I am responsible for maintaining and testing these carbon monoxide devices.

\_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (f) an exit/egress and an emergency evacuation map in type and size approved by the Fire Chief is and shall be displayed in a prominent location on each floor used for sleeping purposes and on the interior or backside of each bedroom door.

\_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (g) an informational packet of emergency numbers shall be provided to occupants to direct them in the event of an emergency.

- \_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (h) exterior gates leading to and from the front, side and/or back yards are not and shall not be padlocked.
- \_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (i) hallway and exit doors are not and shall not be obstructed or otherwise prohibited from fully opening.
- \_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (k) no double-keyed dead bolt locks are installed or will be installed on exit doors.
- \_\_\_\_\_ I certify that per Section 4.05.100.010.0103 (l) a swimming pool (as defined in Chapter 2 of the California Building Code), located at the Property, if any, shall have gates that conform to the specifications and requirements of Section 3109.4.1.7 (entitled "Gates") of the California Building Code.

Individuals executing this Self-Certification on behalf of a corporation, partnership or other entity or organization, represent and warrant that they are duly authorized to execute and deliver this Self-Certification on behalf of such entity or organization and that this Self-Certification is binding upon the same in accordance with its terms.

I hereby certify under the penalty of perjury that the information given is true and correct and I understand that providing false information or withholding information, including any criminal record, is grounds for denial or revocation of my permit and may subject me to civil penalties and/or criminal prosecution. I do hereby authorize the City of Anaheim, its agents and employees to seek verification of the information contained on this application. I further understand that a copy of the City Ordinances regulating Short-Term Rentals is available to me in the City Clerk's Office or over the Internet at [www.anaheim.net/str](http://www.anaheim.net/str) (Chapter 4.05 of the Anaheim Municipal Code).

\_\_\_\_\_  
Signature of Primary Owner/Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Primary Owner's Driver's License Number

**CITY STAFF USE ONLY**

**OFFICE USE ONLY**

DATE APP REC'D \_\_\_\_\_ BY \_\_\_\_\_ REG PERMIT # \_\_\_\_\_