

SECTION 2: STR PERMIT CHECKLIST

Initial application submittal items required:

- Property owner(s) primary residence verification Primary, Home Stay, Multi-Family Homestay STRs only. Not applicable for Non-Primary and Mixed-Use Parcel STRs. Applications for Primary, Home Stay and Multi-Family STRs shall provide evidence that the dwelling proposed to be used as an STR is the property owner's primary residence. To verify the primary residence status the most recent property tax assessment designating the homeowner's exemption, and a secondary form of evidence designating the dwelling as the property owner's domicile. Acceptable forms of secondary documentation include, income tax returns, car registration, driver's license, or similar official record.
- Property owner information – See Section 3. Only one (1) STR Permit is allowed per person or entity that meets the definition of a Property Owner hereunder; and, when an STR permit is issued for a Dwelling, it is deemed to be issued to all Property Owners of such Dwelling. If the property is in a Trust, LLC, Corporation, all board members, or all other entities must be identified as an attachment to the application to verify ownership. If there is more than one property owner, the contact information for additional property owners must be identified on the Ownership Form provided in Section 3.
- Homeowners Association Authorization Letter – If located within a homeowners association, a letter indicating their authorization for the STR is required.
- Agent authorization notary, if operating with an agent – See Section 4. A Property Owner may retain an Agent or a representative to comply with the requirements of this STR Program, including, without limitation, the filing of an application for an STR Permit, the management of the STR, and the compliance with the conditions to the STR Permit. The Property Owner shall sign and notarize the agreement provided by the City of Dana Point demonstrating the creation of an Agent relationship. The failure of an Agent to comply with this STR Program or any STR Permit condition shall be deemed non-compliance by both the Property Owner and Agent, and both shall be subject to any adverse action by the City related to a violation, including imposition of fines and STR Permit revocation.
- Property Owner Regulation Acknowledgement – See Attachment 5. Initial each condition acknowledging you understand and agree to abide by the regulations and conditions governing short-term rental permits.
- Signed Good Neighbor Acknowledgement – See Section 7.
- STR Application Fee – Payment by check only and within 72 hours of application submittal. \$780 (Non-Primary STR) \$585 (all other STR Permits).

Submittal items required prior to permit issuance:

- General Liability Insurance in the amount of one million dollars (\$1,000,000) and sign Insurance Indemnification (see Section 5) - Prior to issuance of an STR permit, the property owner shall provide proof of general liability insurance in the amount of one million dollars (\$1,000,000) combined single limit and an executed agreement to indemnify, defend, and save the City and California Coastal Commission (if applicable in the Coastal Zone) harmless from any and all claims and liabilities of any kind whatsoever resulting from or arising out of the issuance of the STR Permit or the use of the Dwelling to which the STR Permit applies as an STR (see Page 12).
- Transient Oriented Tax Registration Certificate to be issued by the City of Dana Point.
- Property Inspection – The City shall conduct an inspection to verify site conditions, such as # of parking spaces, # of bedrooms, existence of proper safety features (smoke detectors, carbon monoxide alarms, fire extinguishers, egress requirements, pool fencing), availability trash receptacles, etc. Please note, the property history will be reviewed to ensure there are no outstanding building code violations. Observance of unpermitted construction or the existence of expired building permit(s) may deem the property ineligible for a STR permit.

SECTION 3: OWNERSHIP FORM

SHORT TERM RENTAL OWNERSHIP FORM

This form is required if more than one natural person has an interest in the subject property or if the property is owned by an LLC or Trust.

- 1. **Property Address:** _____

- 2. **Check One:** ___ Natural Person ___ LLC ___ Personal or Family Trust

- 3. Please list below for all individuals with a legal, equitable (financial), and/or beneficial interest in the property (use additional sheets as necessary).

Name	Address	Email
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Name	Address	Email
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Name	Address	Email
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Name	Address	Email
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Name	Address	Email
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Name	Address	Email
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Name	Address	Email
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Legal documents creating such financial interest are required as part of this Application (e.g., If you are an LLC, please provide managing members list)

I DECLARE UNDER PENALTY OF PERJURY THAT ALL INFORMATION PROVIDED IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: _____

Date: _____

Printed Name: _____

SECTION 4: AGENT AUTHORIZATION

AGENT AUTHORIZATION

The Property Owner shall sign and notarize the agreement below demonstrating the creation of an agent relationship. If no agent is utilized, this section is not applicable.

I (property owner) _____ authorize (agent) _____ to manage my short-term rental at (address) _____. As the property owner and the agent, we acknowledge that failure of an agent to comply with the requirements of the CDP22-0010 (A-5-DPT-22-0038) or chapter 5.38 of the Dana Point Municipal Code.

Property owner signature _____ **(Notary required)**

I acknowledge receipt and inspection of a copy of all regulations pertaining to the operation of a short-term rental in the City of Dana Point.

Agent signature _____

Section 5: Indemnification

I hereby agree to indemnify, safe, protect, hold harmless, and defend the California Coastal Commission (if STR is in the Coastal Zone) and the City of Dana Point, individually and collectively, and the City of Dana Point representatives, offices, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, or costs at any time received, incurred, or accrued as a result of or arising out of the STR Host or Operator's actions or inaction in the operation occupancy, use, and/or maintenance of the Short-Term Rental.

Signature: _____

Date: _____

Printed Name: _____

SECTION 6: PROPERTY OWNER REGULATION ACKNOWLEDGEMENT

The property owner shall initial each condition listed below to acknowledge you have read and understand them and you agree to abide by the regulations and conditions governing short-term rental permits including the following:

1. All STR Permits shall comply with the terms of this Chapter and the provisions of this Chapter are deemed to be included in all STR Permits. _____
2. The Property Owner (or Agent if applicable) shall ensure that the STR complies with all applicable codes regarding fire, building and safety, and all other relevant laws and ordinances. _____
3. The Property Owner (or Agent if applicable) shall provide proof that the STR to which the Permit applies is not legally prohibited by any Homeowners Association Conditions, Covenants and Restrictions (“CC&Rs”) or any other community standards/guidelines, applicable to the parcel where the Dwelling to be used as an STR is located. _____
4. Concurrent with the issuance of the STR Permit, and annually upon its renewal, City Staff shall provide notice of the proposed action on the STR Permit to all property owners and tenants abutting the parcel, or in the case of an STR in a multi-family Dwelling the owners and tenants of all other Dwelling Units on the parcel and/or in the same structure, upon which the Dwelling proposed to operate as an STR is located. The notice shall also provide the contact information for the Property Owner (and Agent if applicable) and their twenty-four (24) hour emergency contact phone number. The notification package shall also identify the City’s twenty-four (24) hour STR hotline phone number, Code Enforcement phone number, and Orange County Sheriff’s Department phone number. The notice shall not afford the abutting owners/tenants any protest, appeal, or other related rights; rather, its intent is to provide the abutting property owners/tenants with an annual reminder as to the contact information for the various individuals and entities responsible for enforcement in the event that an issue arises with the operation of the STR. _____
5. The Dwelling for which an STR Permit is requested must pass an initial inspection by the City prior to STR Permit issuance. The City may conduct additional inspections as deemed necessary or prudent at any reasonable time, including prior to subsequent renewals. _____
6. The Property Owner shall provide a twenty-four (24) hour emergency contact that will be available to respond to issues at the STR. _____
7. The STR must have and maintain a minimum of two (2) off-street parking spaces. _____
8. The STR must have a visible house number easily seen from the street, day or night. _____
9. All advertising for the STR shall include the City issued STR Permit number in the subject line and in the description of the STR. In addition, all photographs maps, and diagrams of the STR that are used for advertising purposes shall impose the City-issued STR Permit number in the lower right-hand corner in a font, style, size, and color to be reasonably legible, with any dispute as to the meaning of this provision subject to interpretation by the Community Development Director. _____

10. The primary overnight and daytime renter, who shall also be residing as a guest in the STR during any STR rental period must be an adult twenty-five (25) years of age or older. This adult must provide a telephone number to the Property Owner (or Agent if applicable) and shall be accessible to the Property Owner by telephone at all times. _____
11. Prior to occupancy, the Property Owner (or Agent if applicable) shall obtain the name, address, and driver's license number or a copy of the passport of the primary adult occupant of the STR. The Property Owner (or Agent if applicable) shall require that same adult to sign a formal acknowledgment that he or she is legally responsible for compliance by all occupants and guests of the STR with the provisions of this Chapter, as well as a copy of the City's Good Neighbor Acknowledgment. An unsigned copy of the City's Good Neighbor Acknowledgment shall be posted in a conspicuous location within the STR, along with a copy of this Chapter. This information shall be readily available upon request of any police officer or employee of the City authorized to enforce this Chapter or State law. _____
12. The Property Owner (or Agent if applicable) shall rent the STR for a minimum stay of two (2) consecutive nights. _____
13. The maximum overnight occupancy of the STR shall be limited to two (2) persons per bedroom plus two (2) additional persons within the STR. The Community Development Director may, when unusual size, interior layout, parking, or other physical characteristics are shown, approve a greater maximum number of overnight occupants as part of an STR Permit application or renewal. The maximum daytime occupancy shall be limited to two and a half (2.5) times the overnight occupancy and not exceed twenty (20) persons; however, the Community Development Director may, when unusual size, or other physical characteristics, approve a greater maximum number of daytime occupants as part of an STR Permit application or renewal. _____
14. The maximum number of vehicles allowed at the STR shall be limited to one (1) vehicle per one (1) bedroom unit or two (2) vehicles maximum with two (2) or more bedrooms within the STR. The Community Development Director may, when unusual size, parking or other physical characteristics are shown, approve a greater maximum number of vehicles as part of an STR Permit application or renewal. The Property Owner must ensure a sufficient number of parking spaces are accessible to tenants to accommodate the maximum number of vehicles allowed. _____
15. No on-site exterior signs are to be posted on a parcel advertising an STR at the location. _____
16. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the responsible trash hauler and between the hours of 5:00 p.m. the day before and 8:00 a.m. the day after the scheduled trash collection days, as provided in Chapter 6.10 of the Dana Point Municipal Code. In the event the Property Owner fails to comply with this provision, he/she shall be required to sign up for walk-up trash service provided by the City's waste disposal franchisee and provide proof to the City of the same. The Property Owner shall provide sufficient trash collection containers and services to meet the demand of the occupants of the STR. _____
17. Each lease or rental agreement for an STR shall include the following terms, notifications and disclosures, which shall also be posted in a conspicuous location inside the STR: _____
 - (A) The maximum number of occupants that are permitted and notification that failure to conform to the maximum occupancy is a violation of this Chapter.

(B) The number of parking spaces provided and, if not adjacent to the STR, the location of assigned parking and the maximum number of vehicles that are permitted.

(C) The trash pick-up day(s) and applicable rules and regulations pertaining to leaving or storing trash on the exterior of buildings on the parcel.

(D) Notification that the occupant may be cited or fined by the City and/or immediately evicted by the Property Owner (or Agent as applicable) for violating any and all applicable laws.

(E) The name of the Property Owner or Agent, and a telephone number at which that party may be reached at all times and 9-1-1 Emergency information.

(F) Summary of applicable Homeowners Association Conditions, Covenants and Restrictions (CC&Rs) and bylaws, including pool location and hours.

(G) The terms, notifications, and disclosures must be posted during the registration process.

18. The Property Owner shall ensure that the occupants of the STR do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of the Municipal Code or any State Law pertaining to noise, disorderly conduct, overcrowding, alcohol consumption, or the use of illegal drugs. Property Owners are expected to take any measures necessary to abate disturbances, including, but not limited to, directing the tenant, calling for law enforcement services, or City Code Enforcement Officers, evicting the tenant, or any other action necessary to immediately abate the disturbance. _____

19. The Property Owner or Agent as applicable shall, upon notification that occupants or tenants of an STR have created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of the Municipal Code or State Law pertaining to, but not limited to, noise, disorderly conduct, and/or overcrowding, take action to abate the issue within thirty (30) minutes of the Property Owner or Agent being notified of a complaint and prevent a recurrence of such conduct by those occupants or guests. In some instances, the Property Owner or Agent may be required to arrive on site within thirty (30) minutes of a received complaint to address the issue and ensure there is not a re-occurrence. _____

20. No outside noise from the STR shall be heard during quiet hours of 10:00 p.m. to 7:00 a.m. _____

21. The Property Owner or Agent as applicable shall include ADA information, if available, in all advertisements for the STR (e.g., stairs, signage, ingress/egress, parking, storage, utilities, showers and lavatories, air conditioning, etc.). _____

22. Advertisements, and information provided in the STR itself, shall disclose whether bicycles or other means of transport (scooters, skateboards, carpooling, rideshare, etc.) are available. _____

SECTION 7: STR DEFINITIONS

- (a) "Accessory Dwelling Unit" shall mean an attached or a detached residential Dwelling that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An Accessory Dwelling Unit also includes the following: (A) An efficiency unit, and (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code."
- (b) "Agent" shall mean the representative, if any, designated by the owner in accordance with Section 5.38.040 of the Municipal Code.
- (c) "City Manager" shall mean the City Manager of the City of Dana Point or designee.
- (d) "Community Development Director" shall mean the Community Development Director of the City of Dana Point or designee.
- (e) "Dwelling Unit" or "Dwelling" shall have the same meaning as set forth in Section 9.75.050 of the Municipal Code.
- (f) "Home Stay Short-Term Rental" shall mean an STR at a Dwelling (as defined in the Municipal Code) at which the Property Owner rents a portion of the Dwelling Unit for use as an STR while continuing to live in the Dwelling Unit during the period of the rental.
- (g) "Junior Accessory Dwelling Unit" shall mean a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A Junior Accessory Dwelling Unit may include separate sanitation facilities or share sanitation facilities with the existing structure."
- (h) "Mixed-Use Parcel" shall mean a parcel upon which the City's zoning permits commercial and residential uses to exist at the same time (i.e., commercial on first floor and residential on upper floors). By way of example only, as of the effective date of the STR Program, parcels located in the following zoning districts in the City would meet the definition of Mixed-Use Parcel: C/R; R/C-18; P/R; TC-MU.
- (i) "Mixed-Use Parcel STR Permit" shall mean a Permit for either a Non-Primary STR or a Multi-Family Home Stay STR issued for an STR located in a Dwelling on a Mixed-Use Parcel.
- (j) "Multi-Family Home Stay Short-Term Rental" shall mean an STR at a parcel upon which a multi family Dwelling (i.e., a duplex, tri-plex, etc.) lawfully exists, and at which all the following conditions also exist: (i) the Property Owner owns two or more Dwellings on the parcel, and (ii) the Property Owner resides in one of the Dwellings on the parcel and such Dwelling unit is the Property Owner's Primary Residence, and (iii) one of the Dwellings owned by the Property Owner is used for STR purposes.
- (k) "Non-Primary Short-Term Rental" shall mean a Dwelling used for Short-Term Rental purposes other than a Home Stay, Multi-Family Home Stay or Primary Residence Short-Term Rental.
- (l) "Permittee" shall mean the holder of an STR Permit.
- (m) "Primary Residence" shall mean a Dwelling which a Permittee uses as his or her domicile and permanent principal home for legal purposes.
- (n) "Primary Residence Short-Term Rental" shall mean an STR at a Dwelling which is the Property Owner's Primary Residence, as evidenced per the provisions hereof, which is being rented for STR

purposes when the Property Owner is traveling or living elsewhere.

- (o) "Property Owner" shall mean a person who holds a recorded interest in a parcel upon which a Dwelling exists which is used for, or proposed to be used for an STR. In the case of a trust, both the trustees and any person or entity holding a beneficial interest of more than 5% in the trust are deemed to be the Property Owner. In the case of a business entity, any person having an ownership interest of more than 5% in the entity shall be deemed to be a Property Owner.
- (p) "Short-Term Rental" or "STR" shall the rental of any structure or any portion of any structure for occupancy, dwelling, lodging or sleeping purposes for at least two (2) consecutive nights, but no more than thirty (30), consecutive calendar days in duration in a zoning district where residential uses are allowed, including, but not limited to, detached single-family dwellings, condominiums, duplexes, triplexes, townhomes and multiple-family dwellings.

HOW TO BE A GOOD SHORT-TERM NEIGHBOR IN DANA POINT

WELCOME TO DANA POINT

Dana Point is a world class destination and is known for its warm welcome of visitors while on vacation. We are pleased that you have chosen to spend your vacation in our City and hope you enjoy your time in town.

Like many of our visitors, you have decided to rent a house or room for your own unique experience. The greatest benefit of this choice is the experience you will gain staying in one of our beautiful residential neighborhoods. You are among permanent residents who value the look and feel of a quiet and safe place to live. They, and the City, need your help in preserving that peace and quiet. Being a vacation renter also means being a good neighbor.

BEING A GOOD NEIGHBOR

We understand you are on vacation and here to relax, but please do not create excessive noise or engage in disorderly conduct. Consider how you would want your neighbors to behave in your own neighborhood back home. A little consideration goes a long way to ensure that the neighborhood remains safe and quiet. We ask you to please observe the following City of Dana Point Rules and Regulations for Vacation Rentals.

NOISE

Be respectful of your neighbors and limit the noise coming from the property during the hours of 10:00 A.M. – 10:00 P.M. Quiet hours exist in town after 10:00 P.M.; please do not have any outside noise during that time.

PARKING

Only ONE (1) vehicle per bedroom is allowed at the property at any given time. Please utilize the driveway and/or garage parking prior to utilizing spots on the street.

VISITORS

The maximum overnight occupancy of the short-term rental shall be limited to two (2) persons per bedroom plus two (2) additional persons within the short-term rental. Daytime occupancy shall be limited to two and a half (2.5) times the overnight occupancy but not to exceed twenty (20) persons.

TRASH

Trash shall not be left stored where it is visible from the street and sidewalk. The owner of the short-term rental shall provide sufficient trash containers and will take the trash and recycling to the curb.

REMINDERS

Short-term rentals shall be used only for overnight lodging accommodations.

Please keep in mind that you may be cited or fined by the City for creating a disturbance. The surrounding neighbors have been given a 24-hour hotline to report a complaint in an effort to ensure that the neighborhood is kept quiet and peaceful. The owner or agent you are renting from will be able to answer any questions you may have concerning these rules and regulations. We hope you enjoy your stay in beautiful Dana Point!

SIGNATURE OF ACKNOWLEDGMENT: _____



DANAPPOINT.ORG

1. Date below must be within 30 days of the current date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1. 05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : 3. Sample Insurance Company Name			27154
INSURED 2. Name and Address of the STR permit holder 2 John Smith 1234 Sample Address Street, Dana Point, CA 92629	INSURER B : 3. Insurance Company -A or better rating from AM Best		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

4. General Liability policy in the amount of 1,000,000 each occurrence and 1,000,000 aggregate.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
4. A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			123456789	05/16/2023	06/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$ 0						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

5. Re: "Short term rental" and list the address of the rental property

CERTIFICATE HOLDER 6) The City of Dana Point, It's Employees, Officials, Agents, and Volunteers 33282 Golden Lantern, Dana Point, CA 92629	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 