

DECLARATION OF APPLICANT FOR
CITY OF GLENDALE HOME-SHARING LICENSE

I, We _____ declare:
(Print name)

I/we am/are applying for a City of Glendale Home-Sharing License; and understand that this declaration is a requirement of the application and a prerequisite to obtaining such license. In signing this declaration I/we have read and fully understand the operating requirements and prohibitions listed in the attachment that follows (“City of Glendale Home-Sharing License Declaration Attachment A”) and have received and read a copy of Ordinance 5941 (codified in Chapter 5.110 of the Glendale Municipal Code, and entitled “HOME-SHARING REGULATIONS AND PROHIBITION OF VACATION RENTALS”).

As a home-sharing host (s), I/we must maintain a valid and current City of Glendale hotel registration certificate and a valid City of Glendale Home-Sharing license.

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

Executed this _____ day of _____, 20__ at Glendale, California.

Host/Owner (Print Name)

Signature of Host/Owner

Host/Owner (Print Name)

Signature of Host/Owner

**CITY OF GLENDALE HOME-SHARING LICENSE DECLARATION
ATTACHMENT A**

5.110.020 Applicability

- A. Dwellings Eligible for Home-sharing. Home-sharing is allowed in single family dwellings, condominiums, and multiple residential dwellings, except where prohibited by law or agreement, including, but not limited to: affordable housing covenants; leases or rental agreements; or, covenants, conditions and restrictions. As set forth in Section 30.34.080, home-sharing is not allowed on any property with an accessory dwelling unit (in either the primary residential dwelling or the accessory dwelling unit).
- B. Vacation Rentals Prohibited. Vacation rentals, as defined in this Chapter, are a prohibited use in all zones throughout the City. Subject to amortization set forth in Section 30.60.030(0), no person shall operate a vacation rental in the City.

5.110.040 Home-sharing license application.

Home-Sharing License. Any person wishing to engage in home-sharing shall first obtain a home-sharing license from the city, pursuant to the provisions of this section, regardless of the number of dwelling units on a lot. Each dwelling unit on a property that contains more than one dwelling unit must file a separate home-sharing license application.

A. Application. Any person wishing to engage in home-sharing shall file an application with the Community Development Department - Licensing Division on a form provided by the city of Glendale. An application fee, as established by resolution of the city council, shall be paid. Any change in owner(s) or host(s) requires a new application.

B. Application Requirements. The following items must be submitted concurrently with the application for a home-sharing license:

1. Each host shall complete a transient occupancy registration certificate.
2. Each host shall provide proof of residency to the satisfaction of the community development director.
3. The host(s) shall designate a local responsible contact person or a property management company that will be available twenty-four (24) hours per day to respond to any emergencies, complaints, or violations of this chapter.
4. The host(s) shall sign an affidavit that the host has been provided with and agrees to abide by all regulations applicable to home-sharing.

5. If a dwelling is located within a common interest development subject to the rules/covenants, conditions and restrictions of a homeowners' association, the host(s) shall provide written documentation to the city that the homeowners' association approves of the home-sharing. Any home-sharing license issued by the city shall not be inferred to grant any permission that invalidates or supersedes provisions contained in any rules/covenants, conditions and restrictions of a homeowners' association, whether those provisions existed at the time the license was issued or adopted subsequently.

6. The owner of the subject real property and host(s), if different, shall sign an indemnification and hold harmless agreement in a form approved by the city attorney, agreeing to indemnify, save, protect, hold harmless, and defend the city of Glendale, the city council of the city of Glendale, individually and collectively, and the city of Glendale representatives, officers, 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 owners' or hosts' actions or inactions in the operation, occupancy, use, and/or maintenance of the property.

C. Expiration. A home-sharing license is valid for one (1) year from the date of issuance. It may not be transferred, does not run with the land, and is valid only at the subject real property. The home-sharing license expires automatically with any change in host or property ownership. Upon expiration of a home-sharing license, a new application shall be filed.

5.110.050 Home-sharing Operating Prohibitions and Regulations

- A. Home-sharing shall not adversely generate noise, vibration, glare, odors, or other effects that unreasonably interfere with any person's reasonable enjoyment of his or her dwelling.
- B. Home-sharing shall be subject to the prohibitions against large or loud parties, as defined in Section 9.22.030 of the Glendale Municipal Code. All provisions, including fines and enforcement contained in Section 9.22, shall apply to home sharing.
- C. No person engaged in home-sharing shall advertise, undertake, maintain, authorize, book, or facilitate any renting to guests in a manner that does not comply with this Chapter.
- D. No person engaged in home-sharing shall advertise any home-sharing without a license number depicted in a visible location on the advertisement, including any listing on a hosting platform.

- E. No person engaged in home-sharing shall allow, permit, or carry on commercial events, commercial parties, or commercial group gatherings, including, but not limited to, weddings, banquets, and corporate events. The dwelling shall not be used for home-sharing for the purpose of accommodating such activities.
- F. No person engaged in home-sharing shall post signs on the exterior of the dwelling advertising the presence of home-sharing.
- G. No person engaged in home-sharing shall offer, allow, permit, or carry on in home sharing on any part of the property not approved for residential use, including but not limited to, a vehicle or recreational vehicle parked on the property, a storage shed, a camper, a trailer, a garage, or any temporary structure such as a tent.
- H. All persons engaged in home-sharing shall jointly and severally be responsible for any nuisance violations arising at the dwelling.
- I. The property owner or host engaged in home-sharing shall keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as he/she may have been liable for the collection of and payment to the City, including the number and length of each home-sharing stay, and the price paid for each stay. The Finance Department shall have the right to inspect these records at all reasonable times.
- J. The property owner and host engaged in home-sharing shall comply with all of the requirements contained in Chapter 4.32 (Transient Occupancy Tax) and any successor sections.
- K. Any dwelling used for home-sharing shall contain functional smoke detectors, carbon monoxide detectors, fire extinguishers and information related to emergency exit routes, and emergency contact information.
- L. All persons engaged in home-sharing shall provide to the guests a code of conduct.