



# CITY OF PLYMOUTH

9426 Main Street  
Plymouth, CA 95669  
(209) 245-6941

For City Use Only

Project No: \_\_\_\_\_

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

Rec'd by: \_\_\_\_\_ Fee: \_\_\_\_\_

## Short Term Rental Use Permit Application

A Short Term Rental Permit is an administrative use permit required for all short term rentals (less than 30 days per stay) of a legal primary residential dwelling or accessory dwelling unit.

The purpose of this permit is to ensure compatibility of short term rentals with surrounding neighborhoods and properties, and to place conditions on the permit to avoid potential impacts associated with short term rental (e.g., parking, noise, trash disposal, event control, etc.). Therefore, if the short term rental permit is issued (i.e., approved) a notice will be mailed to all property owners within 300ft of the subject property. See PMC 19.14.030 Administrative Use Permits for noticing requirements.

### Site Information

Project Address/Location

Assessor Parcel Number(s) (if known)

Description of the area to be utilized as a short term rental (e.g., primary residence, accessory dwelling unit, number of rooms/location on property). This information is in addition to a required site and floor plan.

*Please see the Submittal Requirements for a list of information that must be submitted with Short Term Rental Use Permit Application.*

Property Owner	Operator
Name:	Name:
Contact:	Contact:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Cell:	Cell:
E-mail:	E-mail:
Signature	Signature

Owner’s Authorization (if the applicant is not the owner of record): I authorize the applicant to file this application and to represent me on all matters concerning the application.

Owner’s Signature: \_\_\_\_\_

**Original ink signatures are required for the owner, the applicant, and developers.**

**General Submittal Requirements**

- Pay application fee of \$195.
- Name of local contact person, if different than the operator. The local contact person must be able to respond within 20 minutes.  
 Name: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_
- Parking Plan indicating total number of On-Street and Off-Street parking spaces.
- Floor Plan indicating rental type, number of total bedrooms in the rental unit, and number of bedrooms available for rent.
  - Number and location of fire extinguishers, smoke detectors, and carbon monoxide alarms.
  - Total number of occupants allowed (See PMC 19.90.040 C): \_\_\_\_\_
- City of Plymouth Business License (separate application)
- Owner and/or Operator has read and understands Plymouth Municipal Code 19.90 Short Term Rentals.

Owner’s Signature: \_\_\_\_\_

Operator’s Signature: \_\_\_\_\_

**Owner’s/Applicant’s Notice of Financial Responsibility**

The applicant acknowledges and agrees that the deposits paid may not be adequate to fully reimburse the City for costs incurred in connection with the application process and that the applicant may be requested by City to make further deposits of funds. If such request is not satisfied, the City may cease processing this application and the related project and will record the failure to make the requested deposit as the applicant’s request to cease processing the application. The advance of funds shall not be dependent upon the City’s approval or disapproval of the application and shall in no way influence or provide any expectation as to the results, approval, or selection of an alternative for the project or application. \_\_\_\_\_(initial)

For projects that involve filing a Final Subdivision Map or for which the costs are expected to exceed \$2,500, the applicant will be required to enter into a reimbursement agreement with the City prior to the application being deemed complete.

**Agreement and Representations of Applicant and Property Owner**

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided.

1. The applicant(s) acknowledges and agrees by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations, and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. \_\_\_\_\_(initial)
2. The applicant(s) certifies under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), corporate officer(s) empowered to sign for the corporation, owner’s legal agent having power of attorney (a notarized power of attorney document must accompany this application), or the owner’s authorized representative (include a notarized consent form from the owner). \_\_\_\_\_(initial)
3. The applicant(s) acknowledges and agrees that all of the required items have been included and understands that missing items may result in a delay in application processing. The applicant(s) further acknowledges and agrees that by signing this document, it they accept the posting of public notices regarding the proposed project at the project site and agree to pay all related costs. \_\_\_\_\_(initial)
4. The applicant(s) agree to defend, indemnify, and hold harmless the City of Plymouth (“City”) and its agents, officers, consultants, independent contractors, and employees (“City’s Agents”) from any and all claims, actions, or proceedings against the City or the City’s Agents to attack, set aside, void, or annul an approval by the City, or the City’s Agents concerning the project (collectively “Claim”). The City shall promptly notify the applicant of any Claim, and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any Claim or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim, and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney’s fees, expenses of litigation, and costs for that independent defense. The applicant(s) may agree to reimburse the City for attorney’s fees, expenses of litigation, and costs for that independent defense. Should the City decide to independently defend any Claim, the applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the applicant.  
\_\_\_\_\_(initial)
5. The applicant(s) acknowledge and agree that this application sets forth all covenants, promises, conditions, and understandings between the parties regarding the advance of funds and the uses thereof, and there are no promises, conditions, or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change, or addition to this application form shall be binding

upon the City unless reduced to writing and signed by the City Manager or his/her designee. No course of conduct shall be binding upon the City, and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppels.

\_\_\_\_\_ (initial)

- 6. No employee, agent, independent contractor, or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application, and the applicant(s) acknowledges and agrees that it/they have not relied upon any promises, representations, conditions, or understandings other than those set forth in this application. \_\_\_\_\_ (initial)
- 7) This application, including all attachments and submittals, shall be a public record. \_\_\_\_\_ (Initial)
- 8) This application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this application, the City can request the use of arbitration to settle the dispute. In the event that arbitration is not used, the venue for any legal action shall be with the appropriate court in the County of Amador, State of California. Should legal proceedings of any type arise out of this agreement, the prevailing party shall be entitled to costs, attorney’s fees, and legal expenses, including but not limited to expert fees and costs. \_\_\_\_\_ (initial)

IT IS SO AGREED:

\_\_\_\_\_  
Operator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

*Attach additional signatures on a separate sheet.*