



# MILLBRAE SHORT-TERM RESIDENTIAL RENTAL PERMIT APPLICATION AND TRANSIENT OCCUPANCY REGISTRATION CERTIFICATE



[www.ci.millbrae.ca.us](http://www.ci.millbrae.ca.us)

Inquiries: 650-259-2336

## Applicant / Operator Information

The proposed short term rental must be the Applicant / Operator's Primary Residence

Name of Applicant / Operator: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_



This is the primary contact person for renters / guests

Street Address of Short Term Rental / Current Address (Including Unit #): \_\_\_\_\_

City: MILLBRAE

State: CA

Zip: \_\_\_\_\_

List websites on which this short term rental will be listed: \_\_\_\_\_

Upon approval by the Millbrae Community Development Department indicated by signature below, this Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Uniform Transient Occupancy Tax Ordinance by registering with the Tax Administrator for the purposes of collecting from transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, nor to operate a hotel without strictly complying with all applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this City. This Certificate does not constitute a permit.

By signing below, Operator certifies the following under penalty of perjury:

- The Short Term Residential Rental (STRR) is the Operator's primary residence
- Operator will pay all taxes including but not limited to Transient Occupancy (TOT) and Business License Tax when due.
- Operator understands that they are responsible for payment of taxes and submittal of required information to the City even if the operator of website collects taxes and fails to remit timely
- That all information in this application is accurate.

Signature of Applicant / Operator: \_\_\_\_\_ Date: \_\_\_\_\_

Approval of City (Community Development Department): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

If another person will be managing your bookings and/or interactions with renters, list the agent, or representative's information in this section. At least two individuals who can respond to all telephone and e-mail messages within 30 minutes at all times (24 hours per day) must be listed.

#### Authorized Agent or Secondary Contact Information (For Non-Hosted Nights)

Agent #1 Name: \_\_\_\_\_  This is the primary contact person for guests.

Agency Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ City/Sta<sup>te</sup>: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phon<sup>e</sup>: \_\_\_\_\_

Agent #2 Name: \_\_\_\_\_  This is the primary contact person for guests.

Agency Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#### Unit Information

Address of Short Term Residential Rental (including Unit #), if different from current address: \_\_\_\_\_

How long have you resided at this address? \_\_\_\_\_ Years: \_\_\_\_\_ Mont<sup>hs</sup>: \_\_\_\_\_

How many total bedrooms at this address: \_\_\_\_\_

How many on-site parking spaces at this address: \_\_\_\_\_

#### Rental Information

How do you intend to rent your unit? Please check the appropriate box below:

- "Hosted Rental" – Having renters stay in rooms while I am also residing and sleeping at my unit during their stay.
- "Non-hosted Rental" – Having renters stay in my unit while I am not present during their stay. (The maximum nights allowed for a non-hosted rental is 100 per year.)

Name and Address of Institution at which trustee account for Transient Occupancy Tax (TOT) is maintained:

If you intend to rent the unit as a Non-hosted Rental for ten nights or more over the duration of this permit, check Non-hosted Rental. If you intend to rent the unit as a Non-hosted Rental fewer than ten nights over the duration of the permit, you may check Hosted Rental.

How many rooms do you plan to rent to guests?

rooms when I am also present  
 rooms when I am not present

Please list any and all online hosting platforms (e.g. Airbnb, HomeAway) on which you plan to list your unit, including personal webpages:

Sign Here Signature of Applicant/ Operator:

Date:

## AFFIDAVIT

# SHORT-TERM RESIDENTIAL RENTAL REGISTRATION

I authorize, under penalty of perjury, that the information contained in this application and all documents tenured in connection with this application are accurate and complete. Furthermore, I certify that I have reviewed and will comply with all other requirements of the City of Millbrae Planning and Zoning Code, Building Code, Millbrae Municipal Code Chapter 7.30 (Short Term Residential Rentals), and other applicable laws, including but not limited to:

- Residing in the registered unit for no less than 265 nights a year;
- Timely payment of annual City of Millbrae Business License Tax;
- Inclusion of City of Millbrae Short Term Residential Rental Permit Number and Business License number in the rental offering whether the advertisement is paper or electronic;
- Requirement for renters to sign agreement acknowledging roles set forth in Municipal Code Chapter 7.30 and prominent posting of rules within the rental unit;
- Renting as short-term rental sleeping areas only those bedrooms listed in this application which must not exceed the limits outlined in Millbrae Municipal Code Section 7.30;
- Notification to City within 48 hours if the authorized agent will change;
- Notification to City if a hosted unit will be operated as a non-hosted unit;
- Reporting monthly to the Tax Administrator, the number of nights the residential unit has been rented as a short-term residential rental;
- Submitting Complete and Accurate Monthly Transient Occupancy Tax Returns event if the rental was not rented during the month;
- Paying all applicable taxes;
- Maintaining records for three years which demonstrate compliance with the Transient Occupancy Tax Ordinance;

By signing below, I certify my understanding of the above and the following:

- Failure to comply with any of the above listed conditions, in addition to those additional conditions set forth in the Short-Term Residential Rental Ordinance, will be cause for enforcement action by the City of Millbrae, San Mateo County Sheriffs, or other law enforcement, resulting in the accrual of fines and penalties and/or prohibition from the Short-Term Residential Rental Program.
- I further understand that I am responsible for the violation of any operating restriction by renters or guests of the rental unit and failure to prevent the violation.
- Any time during the term of the Short Term Rental Permit, the Director of Community Development may initiate proceedings to revoke this permit if, in the Director's discretion:
  - The short-term rental use is detrimental to the public health, safety, or welfare;
  - The permittee has provided materially false or misleading information in any submittal required under this chapter;
  - The permittee has failed to make any payments of taxes, penalties, or costs owed to the City within 30 days of when such payment is due;
  - Three or more violations of any applicable federal, state, or local law, regulation, or permit relating to a short-term residential rental operated by the permittee have occurred within the previous 24-month period;
  - The short term residential rental unit is no longer the permittee's primary residence.

Signature of Applicant / Operator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Property Owner (if not Applicant / Operator)

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

## WAIVER & INDEMNIFICATION (PERMITTEE)

# SHORT-TERM RESIDENTIAL RENTAL WAIVER AND INDEMNITY

I hereby acknowledge that my participation in the City of Millbrae Short Term Residential Rental Program (STRR Program) is voluntary, and may involve risk of property damage and injury to persons. I hereby agree to assume all risks of participation in the STRR Program.

I further waive and discharge all claims against, and promise not to sue the City of Millbrae, its councilmembers, officers, employees, and agents (collectively "City Parties") for any liability, losses, damages, costs (including attorneys' fees), judgments, penalties, and any other consequence of my participation in the STRR Program, including, without limitation, damage to property, personal injury, and wrongful death.

I further agree to indemnify, defend, and hold harmless City Parties against all claims, liabilities, losses, damages, costs (including attorneys' fees), judgments, and penalties of any sort arising out of my participation in the STRR Program.

Sign Here

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Signature of Applicant / Operator:

Date:

## GRANT OF AUTHORITY, WAIVER & INDEMNIFICATION (PROPERTY OWNER)

# SHORT-TERM RESIDENTIAL RENTAL GRANT, WAIVER AND INDEMNITY

I hereby grant my tenant \_\_\_\_\_ (Tenant) permission to use my property located at \_\_\_\_\_ as a short term residential rental, as defined in the City of Millbrae Municipal Code. I acknowledge that participation in the City of Millbrae Short Term Residential Rental Program (STRR Program) is voluntary, and may involve risk of property damage and injury to persons. As between myself and the City of Millbrae, I hereby agree to assume all risks of participation in the STRR Program.

I further waive and discharge all claims against, and promise not to sue the City of Millbrae, its councilmembers, officers, employees, and agents (collectively "City Parties") for any liability, losses, damages, costs (including attorneys' fees), judgments, penalties, and any other consequence of my participation in the STRR Program, including, without limitation, damage to property, personal injury, and wrongful death.

I further agree to indemnify, defend, and hold harmless City Parties against all claims, liabilities, losses, damages, costs (including attorneys' fees), judgments, and penalties of any sort arising out of Tenant's participation in the STRR Program.

Sign Here

Signature of Property Owner:

Date:

## AUTHORITY OF AGENTS AND SECONDARY CONTACTS

# GRANT OF AUTHORITY AND ACKNOWLEDGEMENT OF DUTY

I hereby authorize my authorized agent(s) listed below (Authorized Agents) to take any and all actions necessary to operate and manage my short term residential rental (STRR) unit while it is rented. This authority includes, without limitation, the ability to receive notices on my behalf, enter the unit, and grant City officials and peace officers access to the unit for law enforcement purposes.

Authorized Agent #1:

Authorized Agent #2:

I agree that I or my Authorized Agents will respond to all telephone and email requests relating to activity at the STRR unit at all times while the unit is rented, twenty four hours per day, seven days per week.

I agree that I or my Authorized Agents will be available to respond in person to requests from renters, peace officers, and City officials relating to activities at the STRR unit within one hour, twenty four hours per day, seven days per week.

I agree that I or my Authorized Agents will grant entry to the STRR unit to any City official or peace officer, upon request where the City official or peace officer has a reasonable suspicion of unlawful activity ongoing within the STRR unit.

I acknowledge that failure to perform any of the duties stated herein is a violation of the Millbrae Municipal Code, and may result in fines and penalties, including, without limitation, revocation of my STRR permit.

I consent to the City releasing the names and contact information of my Authorized Agents to all property owners within 500 feet of the STRR unit, and posting the information publicly in hard copy and electronic copy as part of a citywide STRR registry.

Sign Here

Signature of Applicant / Operator:

Date:

## DEPOSIT FORM (TENANTS AND NON-HOSTED UNITS)

# DEPOSIT AGREEMENT

This Agreement is to memorialize the terms of my deposit of \$1,000 (Deposit) with the City of Millbrae as consideration for my participation in the City of Millbrae short term residential rental (STRR) program.

I hereby authorize the City of Millbrae to hold this Deposit for the duration of the STRR permit in an account bearing interest at the current Local Agency Investment Fund rate, with both the interest and principle to be returned to me at the expiration of the permit less sums deducted pursuant to this Agreement.

I further authorize the City of Millbrae to deduct from the Deposit any fines, penalties, costs, or expenses allowable by law accrued as a result of the operations or activities relating to the STRR permit, if I fail to make such payments in a timely manner.

If, at any point, the City of Millbrae deducts an amount from the Deposit, I agree to provide additional funds to the City of Millbrae to return the Deposit to its original sum of \$1,000.

I acknowledge that violations of this Agreement constitute violations of the Millbrae Municipal Code, and may result in fines and penalties, including, without limitation, revocation of my STRR permit.

Sign Here

Signature of Applicant / Operator:

Date:

**Office Use Only:**

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Registration #:

Application #:

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**Forms of ID Presented (GRANT DEED REQUIRED):**

- |  |                    |                     |
|--|--------------------|---------------------|
| <input type="checkbox"/> Driver's License  | Date Issued on DL: | Date Expires on DL: |
| <input type="checkbox"/> State ID Card   | Date Issued on ID: |                     |
| <input type="checkbox"/> Homeowner's Tax Exemption                                       | Date of Receipt:   |                     |
| <input type="checkbox"/> Voter Registration  | Date Issued:       |                     |
| <input type="checkbox"/> Vehicle Registration  | Date Issued on VR: | Date Expires on VR: |
| <input type="checkbox"/> Utility Bill  | Type:              | Date of Bill:       |
| <input type="checkbox"/> Additional Utility Bills<br>(does not count as additional form) | Type:              | Date of Bill:       |
| <input type="checkbox"/> Vehicle Insurance   | Date Issued:       | Date Expires:       |
| <input type="checkbox"/> Grant Deed (REQUIRED)   |                    |                     |
| <input type="checkbox"/> Other   |                    |                     |
| <input type="checkbox"/> Other   |                    |                     |

**Business License**

Information: Date Issued: Business Name: \_\_\_\_\_

Insurance  
Information:

Carrier: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Date of Coverage: \_\_\_\_\_ Amount of Coverage: \_\_\_\_\_

STRR Permit No. \_\_\_\_\_

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

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