Mono County Community Development Department

Planning Division

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VACATION HOME RENTAL PERMIT

(To be completed by applicant or representative)

NOTE: Please answer all questions as accurately and completely as possible to avoid potential delays in processing. Attach additional sheets if necessary.

I. APPLICANT

	OWNER	
	MAILING ADDRESS	
	PHONE NUMBER	_
	PHYSICAL ADDRESS OF RENTAL	
	NO. OF BEDROOMS	ASSESSOR'S PARCEL #
	NO. OF ON-SITE PARKING SPACES	
	EMAIL	
II.	DESIGNATED PROPERTY MANAGER OR MANAGEMENT COMPANY (Owner may serve as manager provided owner is available 24 hrs)	
	ADDRESS	
	24-HOUR CONTACT PHONE NUMBER	
	E-MAIL	
III. OWNER RESPONSIBILITY		

- 1. The owner, managing agency, and property manager shall be responsible for compliance with all applicable codes regarding fire, building and safety, health and safety, other relevant laws, and the provisions of Chapter 26 of the Land Development Standards within the Land Use Element of the Mono County General Plan (hereinafter referred to as "Chapter 26).
- 2. An owner, managing agency, and/or property manager shall be personally available by telephone on a 24-hour basis to respond to calls regarding the conditions and/or operation of the unit. Failure to timely respond in an appropriate manner may result in revocation of the Vacation Home Rental Permit and business license.

- 3. The owner shall require, as a term of a written agreement with a management company or agent, that said agent comply with Chapter 26. The owner shall identify the management company or agent, including all contact and license information in the application for a Vacation Home Rental Permit, and shall update this information in the event of any change. Such agreement shall not relieve owner of obligation to comply with Chapter 26.
- 4. The owner shall maintain property liability and fire insurance coverage in an appropriate amount and shall provide proof of such insurance to County upon reasonable request. Additionally, the owner shall defend, indemnify, and hold the county harmless from any and all claims, judgments, liabilities, or other costs associated with the property or the rental unit, or the rental thereof.
- 5. The owner, managing agency, property manager and all guests shall comply with all lawful direction from any law enforcement officer, fire official, building official, or code compliance officer.
- 6. The owner shall be responsible for assuring that the occupants and/or guests of the rental property do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any law. If an owner, property manager, or other agent of the owner is informed about any violation of Chapter 26, the owner, property manager, or owner's agent shall promptly take action and use best efforts to stop and to prevent a recurrence of such conduct, including, when appropriate, calling law enforcement.

IV. STANDARDS AND REQUIREMENTS

The following standards and requirements must be met in order to obtain a Vacation Home Rental Permit and to maintain that permit in good standing:

A. **Health and Safety Standards.** The purpose of these standards is to establish minimum requirements to safeguard the public safety, health, and general welfare from fire and other hazards, and to provide safety to firefighters and emergency responders during emergency operations. These standards include without limitation.

PLEASE CHECK BOXES CERTIFING THAT REQUIREMENT HAS BEEN MET:

- □ The address of the rental unit is clearly visible, and complies with Paragraph B below.
- □ Carbon monoxide and smoke detectors are installed and maintained in good operating condition in each bedroom, sleeping area, or any room or space that could reasonably be used as a sleeping area, and at a point centrally located in the corridor or area giving access to each separate sleeping room.
- □ All stairs, decks, guards, and handrails are stable and structurally sound.
- □ The rental unit is equipped with a minimum of one (1) 2A:10B:C type fire extinguisher with no more than seventy five (75) feet of travel distance to all portions of the structure; there is no fewer than one such extinguisher per floor. Fire extinguishers are mounted in visible locations with the tops of the fire extinguishers mounted between three (3) and five (5) feet above the floor and are accessible to occupants at all times. California State Fire Marshal annual certification tags are provided and are current on all extinguishers.
- □ If there is a fireplace or solid-fuel barbecue, the rental unit is equipped with a minimum five-gallon metal container with a tight-fitting lid for ash removal. This container shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on the proper disposal of ash are stated in the rental agreement and clearly posted in the rental unit. The ash container is not placed on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; the ash container must be stored outdoors with a minimum of three (3) feet clearance from building, porch, trees, and other combustible materials; the lid must remain on the ash container when in use.
- □ Wall or baseboard heaters in the rental unit are in good working condition, and instructions on the proper use of these units shall be clearly stated in the rental agreement and posted in the rental unit.

- □ Furniture and any other material that may be flammable are kept a minimum of 54 inches from any fireplace opening and 30 inches from any wall or floor heaters.
- □ Flammable or hazardous liquid or materials, firearms, controlled substances, or any unlawful material are not stored in the rental unit.
- □ The roof and grounds of the transient rental property are kept clear of accumulations of pine needles, weeds, and other combustible materials.
- □ All locking mechanisms on exterior doors are operable from inside the unit without the use of a key or any special knowledge. If the dwelling unit is greater than three thousand (3,000) square feet in area, two exit doors are provided, each of which conform to this requirement.
- □ All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring, electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure and furnishings (interior and exterior) are in operable working condition and repair.
- □ If telephone service is available, a telephone connected to the local carrier and in working condition is provided for use in the event of an emergency or to contact the owner or property manager. The phone is connected to the reverse 911 directory. If there is no telephone service available, then the rental agreement must so state.
- Bedroom windows are operable and free of obstructions to allow for emergency escape and rescue.
- □ There is be at least one screened window per bedroom to allow for proper ventilation.
- □ All utilities (electric, gas, water, sewage, etc.) are connected, in good operating condition, and connected to approved sources.
- □ Any hot tubs, pools, and spas are fenced or equipped with a cover with locking mechanisms, and are maintained in a safe and sanitary condition.
- □ There is no evidence of pest infestations, and all firewood and other stored items are kept in a neat and clean condition.
- □ Exits are kept free from storage items, debris or any impediments at all times.
- \Box No tree limbs are present within ten (10) feet of any chimney or flue openings.
- □ Spark arresters of a minimum opening size of three-eighths (3/8) inch and a maximum opening size of one-half (1/2) inch are installed on all fireplace flue openings.
- □ If any applicable law, rule, or regulation enacted after the enactment of Chapter 26 imposes requirements more stringent than those set forth herein, such requirements shall apply.

B. Sign and Notification Requirements (please submit copies of interior & exterior signs).

- Exterior Sign and Notice. The rental is equipped with one temporary exterior identification sign not to exceed 8 ½ by 11 inches in size that will remain posted as long as the unit is being rented on a transient basis. This identification sign is placed in a location that is clearly visible from the front entrance of the unit, and may be illuminated in a manner that does not conflict with any County standards of exterior lighting or signage. This sign clearly states the following information in lettering of sufficient size to be easily read:
 - a. The name of the managing agency, agent, property manager or owner of the unit and the telephone number where said person or persons can be reached on a 24-hour basis.
 - b. The maximum number of occupants permitted to stay in the unit.
 - c. The maximum number of vehicles allowed to be parked on the property, and a diagram fixing the designated parking location is included.
- 2. <u>Interior Notice</u>. Each rental unit has a clearly visible and legible notice posted within the unit adjacent to the front door that contains the same information set forth above, and includes the following additional information:
 - a. Notification and instructions about the proper disposal of trash and refuse, including any bear-safe disposal requirements.

- b. Notification and instructions concerning the proper use of any appliances, fireplaces, heaters, spas, or any other fixture or feature within the unit.
- c. Notification that failure to conform to the parking, trash disposal and occupancy requirements for the rental unit shall be a violation of Chapter 26 and may result in immediate removal from the premises and administrative, civil or criminal penalty.
- d. Notification that any violation of rules or regulations set forth in the Rental Agreement may be a violation of Chapter 26 and may result in immediate removal from the premises and administrative, civil or criminal penalty.
- e. Physical street address of the unit and emergency contact information consisting of 911, the property manager's phone number, and contact information of the local fire department and the Mono County Sheriff's Department.
- C. <u>Trash and Solid Waste Removal</u>. A sufficient number of trash receptacles are made available. Trash and other solid waste is not allowed to accumulate in or around the property and will be promptly removed to a designated landfill, transfer station or other designated site. For purposes of this paragraph, promptly shall mean at least one time per week during any week that the unit is occupied, regardless of the number of days it is occupied. Any trash receptacles located outside a unit are in bear-proof containers and comply with County standards. Trash removal requirements for each rental unit are included in the rental agreement and posted on and in the property. Property management shall be responsible for the cleanup if tenants do not properly dispose of trash in bear-proof containers.
- D. <u>Rental Agreement</u> (please attach copies of the rental agreement).

The temporary rental or use of each rental unit shall be made pursuant to a rental agreement. The rental agreement shall include, as attachments, a copy of Chapter 26 and the Vacation Home Rental Permit for the unit. Each rental agreement shall contain all required notices and shall specify the number of persons who may occupy the unit, parking requirements and number of allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons to be notified in the event of any problem that arises with the rental. The agreement shall include the phone number, address, and contact information for the person responsible for renting the unit, and any other information required by the County. The rental agreement shall notify the renters that they may be financially responsible and personally liable for any damage or loss that occurs as a result of their use of the unit, including the use by any guest or invitee. The property manager or owner shall keep a list of the names and contact information of the adult guests staying in the unit.

CERTIFICATION: I hereby declare, under penalty of perjury, that all the information presented in this application is true and correct. I also have read and understand all my responsibilities as a property owner and understand that if any false information was provided or any violations of the aforementioned regulations occur, my Vacation Home Rental Permit and associated TOT Certificate and Business License will be revoked.

Signature _____ Date _____ For

NOTE: Failure to provide any of the requested information will result in an incomplete application and thereby delay processing.