

PROPERTY OWNER ATTESTATION / INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I hereby verify that I have read, understand, and agree to comply with the requirements for short-term rental businesses outlined in Chapter 10 of Article VI of the Agoura Hills Municipal Code. Initials: _____

I hereby attest that any person or entity with legal or equitable title to the dwelling unit does not have legal or equitable title to any other dwelling unit within the City currently operating as a short-term rental. Initials: _____

I understand that the owner or operator is required to collect and remit transient occupancy tax to the City and comply with all City transient occupancy tax requirements as set forth in Chapter 5 of Article VI of the Agoura Hills Municipal Code. I have paid all transient occupancy tax owed to the City as of today's date. Initials: _____

I hereby verify that there are no affordability covenants or other affordability deed restrictions on the property that prohibit or limit the use of the dwelling unit as a short-term rental, including but not limited to affordable housing regulatory agreements and accessory dwelling unit covenants. Initials: _____

I hereby verify that there are no outstanding code enforcement violations on the property. Initials: _____

I agree to provide full access to the property and documents related to compliance with Chapter 5 and Chapter 10 of Article VI of the Agoura Hills Municipal Code, during normal City Hall business hours or at any time the dwelling unit (or portion thereof) is rented, immediately upon request by the City Manager or their designee for purposes of inspection or audit in compliance with federal and state law.

Initials: _____

If I have listed an operator in this application, I will ensure that operator fulfills my obligations under the Municipal Code and that I will be responsible for any actions or inaction taken by my operator. Initials: _____

I hereby attest that no tenant was evicted nor lease terminated for the purpose of converting the dwelling unit to a short-term rental unit. Initials: _____

I will post the Notice of Short-Term Rental on the outside of the main entrance door, or on the wall adjacent to the front entrance door. If the property is gated, the operator shall post the notice in a location visible to the public. Initials: _____

I hereby verify that my 24/7 contact will be available twenty-four (24) hours a day, seven (7) days a week, at the phone number provided in this application and will answer any call from the City and guests staying at the property. The 24/7 contact shall respond to any complaint by telephone within 15 minutes. If the local contact person is unable to reach the guest by telephone, or upon receiving any additional or successive complaints regarding the condition, operation, or conduct of occupants of the short-term rental, the local contact person shall respond in-person to the site of the short-term rental within 30 minutes to resolve the complaint. Initials: _____

I understand that each rental term shall be no less than three consecutive nights. Initials: _____

I understand that this permit shall expire one (1) year after approval and a renewal application must be submitted to the Community Development Department no later than thirty (30) days prior to the expiration of the short-term rental permit. Applications submitted after the deadline but before expiration of the permit may be accepted at the discretion of the Community Development Director or their designee. Initials: _____

I understand that the requested approval sought through this application are for my benefit (or that of my principal). Therefore, if the City grants the approval, with or without conditions, and that action is challenged by a third party, I will be responsible for defending against this challenge. I agree to accept this responsibility for defense at the request of the City and also agree to defend and indemnify (with counsel of the City's choosing), and hold the City harmless from any costs, claims, demand, financial loss, penalties, fines, judgments, or liabilities arising from the approvals, with or without conditions, including without limitation, any award or attorney's fees that might result from the third party challenge, excepting only liability arising from the sole negligence, gross negligence, or intentional misconduct of City. For the purpose of this indemnity, the term "City" shall include the City of Agoura Hills, its officers, officials, employees, agents, and representatives. For the purpose of this indemnity, the term "challenge" means any legal or administrative action to dispute, contest, attack, set aside, limit, or modify the approval, project conditions, or any act upon which the approval is based, including, but not limited to, any action alleging a failure to comply with the California Environmental Quality Act or other laws. Initials: _____

I hereby verify that I am the legal owner of record of the land specified in this application or am authorized and empowered to act as an agent on behalf of the owner of record on all matters relating to this application. I declare that the foregoing is true and correct and accept that false or inaccurate owner authorization may invalidate or delay action on this application. Initials: _____

Property Owner Signature: _____ **Date:** _____