



# SHORT-TERM RENTALS GUIDE

The Daly City City Council approved an ordinance regulating short-term rentals on November 23, 2020. Effective January 1, 2021, a Short-Term Rental Permit and business license are required to operate a short-term rental in Daly City. The following guide summarizes the requirements and regulations for short-term rentals. Please note this guide is for informational purposes only. For the complete ordinance, see Chapter 5.92 of the Daly City Municipal Code. More information is also available at [www.dalycity.org/strregs](http://www.dalycity.org/strregs).

## What is a Short-Term Rental?

A short-term rental is a home or room within a home rented to an individual for 30 consecutive days or less. For example, renting a room on the lower level of your home for the weekend would be considered a short-term rental.

## Permitted Locations

Short-term rentals are permitted in single-family homes, condominiums, duplexes, townhomes, and properties with multiple rental units. If you are the property owner and the property has multiple rental units, you may only host a short-term rental in the dwelling unit that is your primary residence.

Short-term rentals are not permitted in inclusionary housing or other income-restricted housing units. They are also not permitted in accessory dwelling units or junior accessory dwelling units.

## Host Requirements

You may operate a short-term rental in your home if you are the homeowner or tenant, but you must be the primary resident, defined as an individual residing in the home for at least 265 days per year. You also must only have one primary residence.

If you would like to be the host of a short-term rental, you must comply with all requirements in the ordinance. Generally, hosts are responsible for any nuisance violations that arise from short-term rental activities. Hosts must designate a local responsible contact person, an individual who is local and will be available 24 hours per day to address any concerns or requests for assistance related to the short-term rental within one hour.

Hosts must also keep and preserve all records of the short-term rental operation and are responsible for paying transient occupancy taxes in accordance with Chapter 3.32 of the Daly City Municipal Code.



## Short-Term Rental Regulations

Short-term rental operations are subject to the regulations outlined in the ordinance. The regulations include, but are not limited to, a maximum of 100 days per year for un-hosted stays (host not on-site during guest's stay), no limit for hosted stays (host on-site during guest's stay), a limit of two guests per bedroom plus two additional guests for each stay, and one booking per property per day. Please review the ordinance for the full list of regulations.

## Permit Requirements & Fees

A Short-Term Rental Permit issued by the Planning Division and business license issued by the Finance Department are required to operate a short-term rental in Daly City. Both the permit and business license expire on September 30th of the year they are issued and must be renewed annually. The fees are provided in the table below.

New Permit	\$225.00
Permit Renewal	\$142.50
Review Exceeding One Hour of Staff Time	\$165.00 x ___ hours
Business License	Starting at \$110.00*

\*Contact the Finance Department for the exact fee amount.



## **SHORT-TERM RENTAL PERMIT CHECKLIST**

After reviewing the Short-Term Rentals Guide and Chapter 5.92 (Short-Term Rentals) of the Daly City Municipal Code, please review the following checklist which includes the documents that must be completed and submitted to obtain a Short-Term Rental Permit. All required forms are included in this packet and available for download on the Planning Division's website at [www.dalycity.org/planning](http://www.dalycity.org/planning).

- Short-Term Rental Permit Application
- Payment for application fee. Payments accepted via cash, credit card, or check (payable to the City of Daly City).
- Two documents showing evidence of primary residency including a valid state-issued Driver's License or Identification Card and any of the following: utility bill, property tax bill, credit card bill, voter registration, or bank statement. All documents submitted are subject to review and approval by the Planning Division.
- Notarized supplemental authorization form (if applicant is not the property owner)
- Short-Term Rentals Operator Primary Residence Certification and Indemnification and Waiver Agreement

You may submit your completed application to the Planning Division via email, mail, or in-person. After your application has been reviewed and approved by the Planning Division, you will be required to obtain a business license before the Short-Term Rental Permit can be issued.

**PLEASE NOTE:** *This checklist does not include the requirements for obtaining a business license. For more information on business licenses, please contact the Business License Division at (650) 991-5700.*



# SHORT-TERM RENTAL PERMIT APPLICATION

## APPLICANT INFORMATION

APPLICANT FULL NAME	PHONE NUMBER	EMAIL
HOME ADDRESS (INCLUDE UNIT NUMBER IF APPLICABLE)	HOME IS THE APPLICANT'S ONLY PRIMARY RESIDENCE	<input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY OWNER FULL NAME (IF HOST IS <u>NOT</u> OWNER*)	PHONE NUMBER	EMAIL
OWNER ADDRESS (INCLUDE UNIT NUMBER IF APPLICABLE)	RECEIVED PERMISSION FROM OWNER TO OPERATE SHORT-TERM RENTAL IN HOME	<input type="checkbox"/> YES <input type="checkbox"/> NO

\*If applicant is not the property owner, Supplemental Authorization Form required.

## SHORT-TERM RENTAL INFORMATION

HOME TYPE (EX. SINGLE-FAMILY, APARTMENT, CONDO)	NUMBER OF BEDROOMS
PROPOSED STAY TYPE (CHECK ONE OR BOTH)	<input type="checkbox"/> HOSTED STAY (HOST ON-SITE DURING GUEST'S STAY; EX. RENTAL OF ONE ROOM IN HOME) <input type="checkbox"/> UNHOSTED STAY (HOST NOT ON-SITE DURING GUEST'S STAY; EX. RENTAL OF ENTIRE HOME)
HOME IS INCLUSIONARY OR INCOME-RESTRICTED HOUSING	<input type="checkbox"/> YES <input type="checkbox"/> NO         ACCESSORY DWELLING UNIT OR JUNIOR ACCESSORY DWELLING UNIT IS LOCATED ON THE PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO

## LOCAL RESPONSIBLE CONTACT PERSON INFORMATION

FULL NAME	PHONE NUMBER	EMAIL
ADDRESS(INCLUDE UNIT NUMBER IF APPLICABLE)	CONTACT IS LOCAL AND WILL BE AVAILABLE 24 HRS PER DAY TO ADDRESS CONCERNS OR COMPLAINTS WITHIN ONE HOUR WHEN SHORT-TERM RENTAL IS OCCUPIED	<input type="checkbox"/> YES <input type="checkbox"/> NO

### PERMIT TYPE & FEES

- NEW PERMIT \$225.00
- RENEWAL \$142.50
- HOURLY RATE\* \$165.00

\*Reviews exceeding one hour of staff time.

I, the undersigned, hereby declare under penalty of perjury that the foregoing and following, and all related attachments submitted herewith, is/are, to the best of my knowledge, true and correct and I understand that failure to provide complete, truthful and accurate information necessary to process this application may result in delay in processing the application or may constitute grounds for denial or revocation of the permit(s) requested herein.

APPLICANT SIGNATURE

DATE

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## SUPPLEMENTAL AUTHORIZATION FORM

(MUST BE NOTARIZED)

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I, the undersigned owner of record of the real property described below, do hereby authorize \_\_\_\_\_ to operate a short-term rental in the rental dwelling unit in which they are the primary resident, located at \_\_\_\_\_, as required by the provisions of Chapter 5.92 of the Daly City Municipal Code (Short-Term Rentals) in connection with a Short-Term Rental Permit application to the City involving the property, which is the subject of this authorization.

\_\_\_\_\_  
Owner's Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

**If there is more than one property owner, each must sign an authorization form. All authorization forms must be notarized within the past 90 days.**

State of California

County of \_\_\_\_\_ }  
\_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,

personally appeared, \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

PLACE NOTARY SEAL ABOVE

**CITY OF DALY CITY**

**Short-Term Rentals Operator Primary Residence Certification and  
Indemnification and Waiver Agreement  
(D.C.M.C. Chapter 5.92)**

***MUST BE NOTARIZED***

I, \_\_\_\_\_, declare under penalty of perjury that:  
(Name of Proposed STR Operator for Primary Residence STR)

1. The Property located at \_\_\_\_\_, is my “Primary Residence” under Daly City Municipal Code Section 5.92.
2. I represent that Short-Term Rentals (“STRs”), as authorized by Chapter 5.92 of the D.C.M.C. (“Short-Term Rentals”), are permitted to operate in any legally permitted dwelling unit on the same parcel of land as the Primary Residence Address listed above, and that I have authority to operate such STRs.
3. I have attached copies of at least two (2) of the documents referenced in \_\_\_\_\_ to establish that the above-listed Address is my Primary Residence Address.
4. I have read, understand, and agree to ensure compliance with the terms of D.C.M.C. Chapter 5.92. I further understand that as the property owner or tenant of the Primary Residence, I am responsible for any violation and nuisance activity which may occur at the above-referenced Property as a result of my STR operation(s).
5. I understand I shall not be relieved from any personal responsibility and/or liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the Short-Term Rental(s), regardless of whether such noncompliance was committed by me or the occupants of the Short-Term Rental(s) or their guests. I understand that I may be subject to legal remedies or other legal enforcement established by law if I, or my occupants or guests, fail to abide by all applicable laws, regulations, and guidelines of the City of Daly City.
6. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO PRESENT ANY CLAIM OR SUE the CITY OF DALY CITY, its officials, employees, agents, departments, boards, and commissions, from and for any and all liability resulting from any personal injury, accident, illness, death, and/or property damage or loss, however caused, arising from, or in any way related to, the operation of a STR(s) at the above-referenced Primary Residence address.
7. I agree to INDEMNIFY, SAVE, PROTECT, HOLD HARMLESS, AND DEFEND THE CITY OF DALY CITY, the City Council of the City of Daly City, individually and collectively, and the City of Daly City 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 the operation of the STR(s) at the above Primary Residence Address, including the actions or inaction in the operation, occupancy, use, and/or maintenance of the property.
8. If, for any reason any portion of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.
9. I have read and understand this document; I understand that it relieves the Daly City and its officials, employees, agents, departments, boards, and commissions from any and all liability caused by negligence of the STR operator and I sign voluntarily.

\_\_\_\_\_  
(STR Operator Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)