

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 STR Permit Checklist 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)