



# CITY OF HUNTINGTON BEACH

## SHORT-TERM RENTAL

### PERMIT ELIGIBILITY REQUIREMENTS

1. The dwelling unit shall not be a deed restricted affordable housing unit, in a special group residence, a Single Room Occupancy (as defined by the City Zoning Code), or included on the Prohibited Buildings List.
2. The Operator or Host shall not be granted a permit for more than one STR within the City of Huntington Beach (including Sunset Beach).
3. There will only be one STR permit issued per property except in multi-family single lot subdivisions (i.e. condominiums or townhomes) the number of STR Permits allowed shall be as follows:

Number of units per property	Number of STR Permits
Up to 3	1
4 or more	3

4. The STR Operator shall identify, to the satisfaction of the City, a Local Contact Person, who shall be available twenty-four (24) hours per day, seven (7) days a week for: (1) responding within one (1) hour to complaints regarding the condition, operation, or conduct of the STR or its occupants; and (2) taking any remedial action necessary to resolve such complaints. In the event the STR is “hosted”, the Host shall be the Local Contact Person.
5. The dwelling unit or property used as a STR shall not be the subject of any active or pending code enforcement actions or violations pursuant to the City’s Municipal Code.
6. If the dwelling unit or property used as a STR is subject to the rules of a homeowners’ or condominium association, Short-Term Rental activity must comply with those rules and the Short-Term Rentals regulations shall not be inferred to grant any permission that invalidates or supersedes any provisions of those homeowners’ or condominium associations.
7. The Host or Operator shall sign an indemnification and hold harmless agreement in a form approved by the City Attorney, agreeing to indemnify, save, protect, hold

harmless, and defend the City of Huntington Beach, the City Council of the City of Huntington Beach, individually and collectively, and the City of Huntington Beach 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 STR Host or Operator's actions or inaction in the operation, occupancy, use, and/or maintenance of the Short-Term Rental.

8. The STR shall be a legally permitted dwelling unit. Accessory Dwelling Units or Junior Accessory Dwelling Units may be permitted as a STR only if the unit was legally established prior to the effective date of this Ordinance and otherwise meets the requirements of Short-Term Rentals regulations.
9. The Host/Operator shall provide proof that the STR is not prohibited by the Homeowners' Association Conditions Covenants and Restrictions or any other community standards/guidelines, applicable to the proposed STR.