



SHORT TERM RENTAL APPLICATION

Community Development Department
10300 Torre Avenue
Cupertino, CA 95014
(408) 777-3308 / Fax (408) 777-3333

planning@cupertino.org
<http://www.cupertino.org/planning>

NEW SHORT TERM RENTAL RENEWAL OF SHORT TERM RENTAL

APPLICANT INFO

PROPERTY OWNER NAME _____

SHORT TERM RENTAL ADDRESS _____

CITY, STATE, ZIP CODE _____

ASSESSOR'S PARCEL NUMBER(S) _____

EMAIL _____

PHONE (M) _____

MAILING ADDRESS (IF DIFF. FROM STR ADDRESS) _____

CITY, STATE, ZIP CODE _____

APPLICANT NAME (IF DIFF. FROM PROPERTY OWNER) _____

STR ADDRESS _____

CITY, STATE, ZIP CODE _____

EMAIL _____

PHONE (M) _____

IF APPLICANT DIFF. FROM PROPERTY OWNER, PLEASE PROVIDE THE FOLLOWING MATERIALS:

LEASE AGREEMENT LETTER OF AUTHORIZATION FROM PROPERTY OWNER APPROVING STR

HOST INFO

PLEASE LIST ALL ADULTS FOR WHOM THE PROPERTY IS A PERMANENT RESIDENCE (USE ADDITIONAL PAPER FOR MORE NAMES)

HOST #1 NAME _____

PHONE (M) _____

EMAIL _____

HOST #2 NAME _____

PHONE (M) _____

EMAIL _____

HOST #3 NAME _____

PHONE (M) _____

EMAIL _____

LOCAL CONTACT

LOCAL CONTACT NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE (M) _____

EMAIL _____



SHORT TERM RENTAL APPLICATION

Community Development Department
10300 Torre Avenue
Cupertino, CA 95014
(408) 777-3308 / Fax (408) 777-3333

planning@cupertino.org
<http://www.cupertino.org/planning>

GUEST MANUAL CHECKLIST:

Per Ordinance No. 20-2200 Section 5.08.030 (C)(6), any Short Term Rental host is required to provide a Guest Manual for Short Term Rental occupants. The Guest Manual should include City regulations on topics such as:

- Noise (Residential properties are limited to a max. 50 dBA at night and 60 dBA during the daytime)
- Quiet Hours (between 9 p.m. and 7 a.m.)
- Trash Collection
- Vehicle
- Maximum Occupancy of Short-Term Rental
- Local Contact Information

APPLICATION SUBMITTAL CHECKLIST

The following documents are required in order for a Short Term Rental application to be considered complete.

- Official government ID confirming full legal name (as provided on application)
- Site plan and floor plan indicating the location of proposed STR - please clearly indicate designated STR parking space(s) on site plan
- Proof of primary residence (driver's license, utility bill, lease, etc.)
- Agreement to provide records of compliance
- Lease agreement, approval from property owner and/or HOA approval (if applicable)
- *For renewals of existing STR - proof of remittance of Transient Occupancy Tax
- *If host has had previous STR activity at other properties in the City - provide a list of locations and proof of compliance with City requirements including Transient Occupancy Tax at said properties
- Indemnification agreement with the City



INDEMNIFICATION CLAUSE ACKNOWLEDGEMENT

Community Development Department
10300 Torre Avenue
Cupertino, CA 95014
(408) 777-3308 / Fax (408) 777-3333

planning@cupertino.org
<http://www.cupertino.org/planning>

On _____ a short-term rental application was submitted to the City of Cupertino Planning
(DATE)
Division, on behalf of _____ (the "Host(s)"). The short-term rental, which is
the subject of the registration, is located at the following address _____
(the "Property").

1. The Host(s) agrees, as part of the registration, to the fullest extent permitted by law, to indemnify, defend with attorneys of the City's choice, and hold harmless the City and its officers, employees, and agents (collectively, the "indemnified parties") from any liability, claim, action, cause of action, suit, damages, judgment, lien, levy, or proceeding (collectively referred to as "proceeding") brought by a third party against the one or more of the indemnified parties or one or more of the indemnified parties and the Host(s) related to the short-term rental, the registration, or the Property's condition or use. This indemnification is intended to include but not be limited to damages, fees, and costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities, and expenses incurred in connection with such proceeding whether incurred by the Host(s), the City, or the parties initiating or bringing such proceeding. This indemnification is intended to include but not be limited to any proceeding arising from any damage, loss, injury or death that may occur during any short-term rental activity at the Property.
2. The Host(s) agree to (without limitation) reimburse the City its actual attorneys' fees and costs incurred in defense of the litigation. Such attorneys' fees and costs shall include amounts paid to the City's outside counsel and shall include City Attorney time and overhead costs and other City staff overhead costs and any costs directly related to the litigation reasonably incurred by City. The Host(s) shall likewise indemnify, defend, and hold harmless the indemnified parties from and against any damages, attorneys' fees, or costs awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against the indemnified parties. The Host(s) shall cooperate with the City to enter a Reimbursement Agreement to govern any such reimbursement.
3. The Host(s) agree to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing this indemnification clause.
4. In the event that the Host(s) are required to defend the City in connection with such proceeding, the City shall retain the right to approve:
 - a. The attorneys selected to defend the City;
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements. The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the Applicant in the defense of the proceeding.
5. The defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.
6. The Host(s) agree that City shall have no liability to the Registrant for business interruption, punitive, speculative, or consequential damages.

Print Name, Title

X

Signature