

VACATION RENTAL ORDINANCE 2.0 DRAFT

5.25.030 Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning respectively ascribed to them by this Section:

“Advertisement” of a Property means placement of information about or related to a Property, whether in or through verbiage or images, and whether on the internet, or through any other analog or digitally-based form of communication, including without limitation any hosting platform, print medium, bulletin, signage, radio, or television, for the purposes of promoting interest in, testing the market for, or soliciting for occupancy and use of that Property for a period of twenty-eight (28) consecutive days or less.

“Agent” means a person or company with whom/which the Owner of a Vacation Rental has entered an Exclusive Listing Arrangement, to act on Owner’s behalf with respect to the performance of certain duties under this Chapter. An Agent need not have any particular credential or license, but must procure and maintain insurance compliant with this Chapter.

“Apartment” means **(a)** a residential unit in a multi-family development of two (2) dwelling units, where both dwelling units are rented or leased; or **(b)** a residential unit in a multi-family development of three (3) or more dwelling units; or **(c)** a lawful residential unit in any structure where a lawful commercial use takes place; Apartment does not include any Condominium.

“Applicant” means the Owner, or an Owner’s agent.

“Automobile” means any vehicle used primarily for the transportation of no more than ten (10) persons on roads improved, designed, or ordinarily used for vehicular travel.

“Bedroom” means an area of a Vacation Rental or Homeshare normally occupied and being heated or cooled by any equipment for human habitation, that *(i)* is 100 square feet or greater in size, *(ii)* consists of four walls to the ceiling, one of which is an exterior wall with a window or a door *(iii)* contains a bed, and a built-in closet or in lieu thereof, a reasonable storage for belongings and consistent with reasonable ingress/egress of 24 inches or more.

“Change of Property Ownership” means the transfer of title from one person or entity to another.

“City Manager” means the Palm Springs City Manager or his/her designee, including without limitation, an Enforcement Official.

“Cluster or Compound” means any two (2) or more Vacation Rentals, Homeshare or other properties, that operate on a unified or shared basis, where guests have generally

unrestricted access to more than a single Vacation Rental, Homeshare, or other property, or any facility of same; including by way of example, a swimming pool, spa, tennis court, or cooking facilities.

“Condominium” or “Condo” means a Property located in a multi-unit, multi-family complex, the units of which are individually owned, but share joint ownership of any common area, facility, or passageway.

“Contract” means any agreement or evidence of any tenancy that allows or provides for the *(i)* rental, *(ii)* lease, or, to the extent that the Property in question is sometimes used as Vacation Rental, an *(iii)* Exchange or other occupancy/use as a gift or grant, for twenty-eight (28) consecutive days or less, of a Vacation Rental or Homeshare Property.

“Daytime” or “Daytime Occupancy” means the hours between 8:00 am and 10:00 pm.

“Daytime Occupants” means guests who may occupy a Vacation Rental or Homeshare during Daytime Occupancy.

“Drone” means an unmanned aircraft system (UAS) as regulated by the Federal Aviation Administration pursuant to Title 14 of the Code of Federal Regulations, Part 91.

“Enforcement Official” means the City Manager, the City Prosecutor, the Police Chief, the Fire Marshall, the Building Official, or any of their respective designees.

“Estate Home” means a Vacation Rental or Homeshare consisting of a single-family dwelling operating lawfully under this Chapter, with five (5) or more bedrooms. Whether a Property is an Estate Home is determined by the total number of bedrooms at the Property, regardless of intended or actual occupancy or use by guests.

“Exchange” or “Exchanged” means and refers to a transaction involving a Vacation Rental or Homeshare that an Owner or Agent has offered, or traded the use of, to one or more guests, in a reciprocal arrangement whereby at least one of said guests owns or rents an interest in another residence, which arrangement does not incorporate any monetary payment by any party.

“Exclusive Listing Arrangement” means a written agreement between an Owner and an Agent whereby the Agent has the sole and exclusive right to rent or lease a Vacation Rental to another person, and the Owner is prohibited from renting or leasing the Vacation Rental except through the Agent.

“False Claim” means a direct or indirect report to any Enforcement Official that the reporting party knows to be false, provided that *(i)* false information is given or received while the Enforcement Official is engaged in the performance of his/her duties, and *(ii)* the person providing the false information knows or should have known that the Enforcement Official who receives or will receive the information is an Enforcement

Official. For purposes of any False Claim, every call to the Hotline shall be a report to an Enforcement Official.

“Good Cause” for the purposes of denial, suspension, revocation, imposition of conditions, renewal, or reinstatement of a Registration Certificate, means **(1)** the Applicant/Owner, the Owner’s Agent, or the Local Contact Person has failed to comply with any of the terms, conditions, or provisions of this Chapter, any Regulation, or any relevant provision of this Code, State law, or any other rule or regulation promulgated thereunder; **(2)** the Applicant/Owner, Owner’s Agent, or Local Contact Person has failed to comply with any special conditions that were placed upon the Registration Certificate by an Enforcement Official; or **(3)** the Vacation Rental or Homeshare, has been operated in a manner that adversely affects the public health, safety, or welfare to any degree.

“Good Neighbor Brochure” means a document prepared by an Enforcement Official that summarizes general rules of conduct, consideration, and respect, including without limitation provisions of the Palm Springs Municipal Code (PSMC) applicable to, or expected of, guests in Vacation Rental or Homeshare Properties, and shall further reflect the Local Contact Person of the Agent or Owner, in the copy distributed to guests.

“Good Standing” means demonstrated compliance with this Chapter and Regulations to the satisfaction of the Enforcement Official, whether with respect to a Property, or on the part of an Owner or an Agent.

“Homeshare Hardship Adjustment” means an adjustment to the applicability of any provision of this Chapter, or any Regulation, offered to an Owner applying for or holding a Homeshare Registration Certificate pursuant to a special Regulation adopted by the Subcommittee, upon proof of a hardship situation, based upon special circumstances, or evidence, submitted by said Owner to the satisfaction of the designated Enforcement Official.

“Homeshare,” or “Homesharing” means an activity whereby, or a Property where an Owner hosts one or more guests in any room(s) within, or portion of that Owner’s Property, whether in a single-family or multi-family dwelling unit, including without limitation any Condominium, any lawfully occupied casita, accessory second dwelling unit, or other appurtenant permanent structure, for any period of twenty-eight (28) consecutive days or less, while the Owner lives on-site at the Property, throughout the stay of the guest(s).

“Homeshare Registration Certificate” means the annual permit and/or registration for a Homeshare issued by the City pursuant to this Chapter.

“Hotline” means the telephonic service operated by or for the City for the purpose of receiving complaints regarding the operation of any Vacation Rental or Homeshare, and the forwarding of such complaints to an appropriate Enforcement Official, or, if applicable, the Agent or Local Contact Person. Any person filing a complaint will be requested to provide his/her contact information to enhance an Enforcement Official’s

ability to administer and enforce this Chapter. Contact information provided *via* the Hotline will be confidential and not made available in any public record. For the purposes of this Chapter, “Hotline” communications also include in-person, telephonic, email, digital and electronic communication, or correspondence of any kind to and/or from any Enforcement Official.

“Local Contact Person” means the Owner, Owner’s Agent, or another individual, such as a local property manager or other representative, who is available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding by telephone within fifteen (15) minutes, and in-person within thirty (30) minutes, to complaints regarding the condition, operation, or conduct of guests occupying a Vacation Rental or Homeshare, and is authorized by the Owner to take remedial action with respect to any reported or alleged violation of this Chapter.

“Operation” or “Operating” a Vacation Rental or Homeshare means either of the following: **(i)** Advertisement of a Vacation Rental or Homeshare, **(ii)** interaction with any third party, whether directly or indirectly, through personal or digital/electronic contact, with the intent to make a Vacation Rental or Homeshare available for occupancy or use for twenty-eight (28) consecutive days or less; operation of a Vacation Rental or Homeshare does not necessarily include execution of any Contract or receipt of any monetary consideration.

“Overnight” or “Overnight Occupancy” means the hours between 10:00 pm and 8:00 am.

“Overnight Occupants” means the guests who may occupy a Vacation Rental or Homeshare during Overnight Occupancy.

“Owner” means the natural person, persons or entity who is/are the owner of record of a Property.

“Property” means a permanent structure or a mobile or manufactured home with a permanent foundation on a residential legal lot of record where a Vacation Rental or Homeshare is located.

“Registration Certificate” means a Vacation Rental Registration Certificate or a Homeshare Registration Certificate lawfully issued by the City.

“Regulation” means any administrative rule or regulation adopted by the City Manager pursuant to this Chapter.

“Rental Term” means a discreet period of time for which an Owner or Agent, in the case of a Vacation Rental, or the Owner in the case of a Homeshare, rents, leases, Exchanges, gifts or grants occupancy of a Vacation Rental or Homeshare for a single uninterrupted stay.

“Responsible Person” means the occupant of a Vacation Rental or Homeshare who is at least twenty-five (25) years of age, and who shall be legally responsible for compliance, by all guests occupying that Vacation Rental or Homeshare, and/or Daytime Occupants, with all provisions of this Chapter and any Regulation.

“Rewards Program” means a program developed and approved by the Subcommittee to recognize Owners and/or their Agents who are determined to be in “Good Standing.”

“Statement of Rules and Regulations” means a document prepared, maintained and routinely updated by an Enforcement Official, which document serves as a summary of key Regulations adopted by the City, other significant requirements of this Chapter applicable to the use of any Property as a Vacation Rental or Homeshare, and primary duties of a Responsible Person to neighbors, the City and the Owner.

“Subcommittee” means the City Council’s “Vacation Rental” standing subcommittee.

“Third Quarter” means the entire months of July, August, and September in an individual calendar year.

“Vacation Rental” means a single-family dwelling, one unit in an owner occupied duplex, a Condominium, provided in a transaction involving monetary consideration, and utilized for Daytime or Overnight Occupancy, for lodging or sleeping purposes, or for temporary occupancy or use, including without limitation City-permitted events or film-shoots, without the Owner being present for a period of twenty-eight (28) consecutive days or less. An Estate Home is a specific type of Vacation Rental subject to regulation according this Chapter, *i.e.*, subject to all provisions applicable to Vacation Rentals, except in some instances wherein certain provisions are superseded by other provisions applicable only to Estate Homes. Vacation Rental excludes an ongoing month-to-month tenancy granted to a renter for a particular residence, occupancy of a “Time-share” as defined in Section 3.28.020 of this Code, or occupancy of a “Condominium hotel” as defined in Section 91.00.10 of this Code. The term “Vacation Rental” may also describe the activity of making a Property meeting the definition of a “Vacation Rental” available to third parties, and is synonymous with “short term rental” and “transient use.”

“Vacation Rental Registration Certificate” means the annual permit and/or a registration for a Vacation Rental issued by the City pursuant to this Chapter.

5.25.040 Registration Certificate Required.

(a) The Operation of a Vacation Rental or a Homeshare without a Registration Certificate is prohibited.

(b) No person or entity shall maintain any financial interest in more than one Vacation Rental or Homeshare. For this purpose, a financial interest includes any ownership,

income or community property interest, or portion thereof, acquired or held in a Vacation Rental or Homeshare, whether directly or indirectly, and whether as an individual person or by/through an entity. This prohibition shall apply, without limitation, to shares of stock, membership interests, partnership interests, beneficial interests in any trust, and any ownership, income or community property interest, or portion thereof with respect to a legal entity holding title to a Vacation Rental or Homeshare. Furthermore, except as otherwise specified in this Chapter, an Owner shall only be issued, and can only maintain, one Registration Certificate at any time.

(c) The provisions of Subsection (b) of this Section shall not apply to or be enforced against any Owner who operated a Vacation Rental pursuant to a valid Registration Certificate issued prior to January 10, 2017, and shall only apply to each specific Vacation Rental owned by such Owner as of January 10, 2017. This exception affords Owners who owned more than a single Vacation Rental as of January 10, 2017 a reasonable opportunity to recoup costs reasonably invested for Vacation Rental use, which costs may not have been recouped during the period of use prior to January 10, 2017, and which cannot be recouped once the use is terminated.

(d) A copy of the current Registration Certificate as issued by the City, including the maximum number of guests allowed at the Property, shall be displayed in a conspicuous and easily accessible location close to the front door in the Vacation Rental or Homeshare.

(e) The City identification number corresponding to the Registration Certificate for a Vacation Rental or Homeshare must be prominently and legibly included in the principle description of the Property included in any Advertisement in the following format: "City of Palm Springs ID# [insert identification number for Registration Certificate]," e.g., "City of Palm Springs ID#1234." Absence of the City identification number in an Advertisement is a violation. Any Owner asserting that a technological problem prevented compliance with this Subsection (e) bears the burden of production and proof as to the existence of the alleged technological problem.

(f) The issuance and/or renewal of a Registration Certificate shall be deemed evidence that the holder of such Registration Certificate has registered a Vacation Rental or Homeshare with the City, and that the Owner of the registered Property acknowledges his/her/its obligation to comply with all provisions of this Chapter, Regulations, and other applicable provisions of this Code. A Registration Certificate is not, and shall not be construed as a vested right or entitlement, and does not guarantee any renewal thereof.

(g) In the event that a homeowner engages exclusively in Exchanges with respect to his/her/its home, no Registration Certificate is required pursuant to this Chapter. A single trade of occupancy or use of any dwelling unit involving the payment or receipt of any monetary or other consideration by a homeowner subjects the dwelling unit in question to the requirement for a Registration Certificate hereunder, as either a Vacation Rental or a Homeshare.

(h) The Owner of a Vacation Rental consisting of five (5) or more bedrooms must apply for a Registration Certificate as an Estate Home regardless of the number of bedrooms planned to be rented to Vacation Rental guests. Overnight Occupancy limits for Estate Homes are no more than twelve (12) guests, plus two (2) children aged twelve (12) and under.

(i) The Owner of a Homeshare Property utilizing five (5) bedrooms for guest occupancy must apply for a Registration Certificate as an Estate Home. Since it is assumed that a Homeshare Owner will occupy one (1) bedroom of any Homeshare, the Overnight guest occupancy limits shall be no more than ten (10) guests plus two (2) children aged twelve (12) and under.

(j) Vacation Rental or Homesharing in an Estate Home requires a Registration Certificate and a land use permit issued pursuant to the provisions of Palm Springs Municipal Code Section 94.02.01.

5.25.050 Agency.

(a) An Owner of a Vacation Rental may retain an Agent with an Exclusive Listing Arrangement to assist in compliance with the requirements of this Chapter and Regulations, including, without limitation, the filing of a complete application for a Registration Certificate, the management of any Vacation Rental, including the collection and payment to the City of all transient occupancy taxes due and payable on the Vacation Rental. An Owner's Vacation Rental Registration Certificate may, upon application, be issued to his/her Agent. Homeshare Owners may not act through an Agent. The Owner of a Vacation Rental and any Agent of that Owner must have the authority to evict any guest(s) initially permitted to occupy the Vacation Rental in question, and eject any person permitted to enter the Vacation Rental in question, for violation of any provision of this Chapter or any Regulation. Except as provided in Subsection (b) of this Section and notwithstanding any agency relationship between an Owner and an Agent, the Owner of the Vacation Rental shall execute all applications and documents required by this Chapter or any Regulation, and shall remain responsible for compliance with the provisions of this Chapter. Any Agent has the duty to promptly notify an Owner of any legislative or regulatory action by the City related to the ownership or use of a Vacation Rental hereunder, or to the enforcement of this Chapter, including without limitation the issuance of any Regulation. The failure of an Agent to perform any duty specified by this Chapter, or in any Regulation shall be a violation hereof, and shall not relieve the Owner of any duty under any provision of this Chapter or any Regulation.

(b) An Owner's Agent, in lieu of the Owner, may secure a Vacation Rental Registration Certificate, and may affect compliance with this Chapter's requirements regarding payment, record keeping, and permit or finance related matters regarding transient occupancy tax, including without limitation audit issues. An Agent shall have the duty to document each transaction related to the operation of each Vacation Rental individually,

by date, in accordance with generally accepted accounting principles, so that such transactions may be audited by the City. An Agent shall have the additional duty to timely provide all specific information required pursuant to each reporting form furnished by or acceptable to the Enforcement Official.

(c) If an Owner has an Exclusive Listing Arrangement with an Agent, the only person(s) who may lawfully engage in, or assist with, the Advertisement of that Owner's Vacation Rental is the Agent. The Owner is prohibited from directly Advertising a Vacation Rental that is the subject of an Exclusive Listing Arrangement.

(d) The City will not authorize any person or entity to serve as an Agent under the provisions of this Chapter unless the Agent provides proof to the City of workers' compensation insurance coverage as mandated by state law or exemption from the state requirement for such coverage.

(e) Upon the termination of an Agent for any reason, the terminated Agent is required to provide written notice of the termination to an Enforcement Official and to the Owner on a form available through the City. In the event that an Agent cannot deliver notice of the termination to the Owner, that Agent has the duty of production and proof regarding his/her incapacity to deliver notice in a written communication to an Enforcement Official.

5.25.060 Vacation Rental and Homeshare Registration Certificate Requirements, Application.

(a) Prior to initial or renewed annual use of a Property as a Vacation Rental or Homeshare, and annually thereafter, an Owner shall apply for a Registration Certificate authorizing the use of his/her/its Property as a Vacation Rental or Homeshare. An application shall only be made by a complete form, furnished by an Enforcement Official, and signed by an Owner under penalty of perjury. Incomplete applications, whether initial or renewal, will not be accepted. Only one Owner need apply for a Registration Certificate. Each application and renewal application shall contain the following:

- (1) For each Owner of a Property listed on the application who is a natural person: name, address, telephone number, a true and correct copy of a driver's license or passport.
- (2) For each Owner that is a legal entity, documentation *(i)* issued by the California Secretary of State indicating the name of the entity, the fact that the entity has "Active" status and may lawfully do business in the state, and *(ii)* identifying, to the satisfaction of an Enforcement Official, all entity directors, officers, members, managers, partners, trustees, and all persons owning any interest in the entity.

- (3) For any Agent reflected on the application: name, address, telephone number, and email address.
- (4) For any Local Contact Person reflected on the application: name, address, twenty-four (24) hour telephone number, and a written verification that the Local Contact Person can respond telephonically to an Enforcement Official within fifteen (15) minutes of a call from an Enforcement Official, and further, can respond in-person to the Property within thirty (30) minutes of that same call. The Local Contact Person may only use the address of the Property in completing the application if he/she resides at the Property, and plans to do so throughout the entire term of the Registration Certificate, without interruption.
- (5) The address of the Property proposed to be used as a Vacation Rental or Homeshare.
- (6) The total number of bedrooms at the Property, and a statement as to the number of bedrooms to be used as a Vacation Rental or Homeshare.
- (7) The applicable Overnight and Daytime Occupancy limit of the unit consistent with the provisions of Subsections 5.25.070(e), 5.25.070(f) and 5.25.070(k).
- (8) A copy of a complete transient occupancy tax permit application.
- (9) Acknowledgement of inspection of a copy of all Regulations adopted to date, and understanding that Regulations are maintained in the City Clerk's office, and on the City's website.
- (10) In the event that an applicant is the lawful Owner of three (3) or more Vacation Rentals pursuant to this Chapter, evidence of a valid business license issued by the City.
- (11) An executed agreement, in a form approved by the City Attorney, stating that the applicant shall indemnify, save, protect, hold harmless, and defend the City of Palm Springs, the City Council of the City of Palm Springs, individually and collectively, and the City of Palm Springs 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 an Owner's or Agent's errors or omissions arising from or related to the Operation, occupancy, use, and/or maintenance of a Vacation Rental or Homeshare.
- (12) Evidence of insurance coverage as required under Section 5.25.070(kk) of this Chapter.

- (13) Acknowledgment that a building, fire, and safety inspection, and completion of any corrections identified by an Enforcement Official will take place prior to the effective date of the Registration Certificate, and any annual renewal thereof.
 - (14) Written acknowledgement, in a form approved by the Enforcement Official, that there are no covenants or other deed restrictions on the Property that is the subject of the application that prohibit or limit the use of the Property as a Vacation Rental or Homeshare. A letter, on official letterhead, expressing the informed consent of a property management company, or a homeowners' association's governing board, with full authority as to the use and occupancy of the Property, shall be acceptable evidence of compliance with this provision. A copy of the conditions, covenants and restrictions shall not acceptable.
 - (15) For initial issuance of a Registration Certificate, and for a renewal every five (5) years thereafter, a completed "Pool Compliance Statement," on a form approved by the Enforcement Official and available on the City's website; the form shall provide evidence of a completed pool and spa inspection by a licensed professional. In the event that the pool and/or spa for a Property are managed by a homeowners' association, an Owner or Agent may submit a letter indicating same in lieu of the Pool Compliance Statement.
 - (16) For any Estate Home, a completed "Estate Home Addendum," in a form approved by an Enforcement Official and available on the City's website.
 - (17) Evidence of an Owner or Agent's satisfactory completion of the annual training and test for the City's Vacation Rental and Homesharing program.
 - (18) Such other additional information as any Regulation may require, or an Enforcement Official deems reasonably necessary to administer this Chapter.
- (b) Each application for a Registration Certificate, whether for a Vacation Rental, Homeshare or an Estate Home, shall be accompanied by a non-refundable fee, established by resolution of the City Council; provided, however, the fee shall be no greater than necessary to defer the cost incurred by the City in administering the provisions of this Chapter, including the application process. Fees payable for a Registration Certificate shall not be prorated or refundable.
- (c) An active Vacation Rental Registration Certificate may be transferred from an Owner to an Agent, from one Agent to another Agent, or from an Agent to an Owner during the term of the Registration Certificate, or at the time of a renewal. Any such transfer shall require payment of a non-refundable transfer fee, established by resolution of the City Council; provided, the initial transfer of the Registration Certificate in a calendar year shall have a transfer fee of hundred (\$100.00) dollars and any additional transfer fee in the same calendar shall be one-hundred and fifty dollars (\$150.00). Transfer fee shall

be no greater than necessary to defer the cost incurred by the City in administering the transfer of the Registration Certificate. Further, any such transfer may require an application for a new transient occupancy tax permit, and the associated non-refundable permit fee.

(d) A Registration Certificate, whether for a Vacation Rental or Homeshare, shall be denied if it is determined that an applicant has previously been determined to be permanently ineligible to operate a Vacation Rental or Homeshare in the City of Palm Springs, whether at the Property that is the subject of the current application, or at any other Property.

(e) A Registration Certificate, whether for a Vacation Rental or Homeshare, shall be denied if it is determined that the Property proposed for a new Registration Certificate or a renewal is currently suspended by the City from operation, whether as a Vacation Rental or Homeshare, pursuant to this Chapter, regardless of the identity of the Owner of the Property in question at the time of the suspension.

(f) Upon a Change of Property Ownership, the Registration Certificate shall become void, and the Property shall not be Operated as a Vacation Rental or Homeshare until the new or successor Owner, or an Agent applies for and is issued a new Registration Certificate for the Property. The original Property Owner must complete and submit to the Enforcement Official, the required close-out form available on the City website to cancel the Registration Certificate and the transient occupancy tax permit associated with the Property.

(g) In the event of a Change of Property Ownership, or a change in Agent, or number of bedrooms, within seven (7) days of the change in question, **(i)** a new Registration Certificate for a Vacation Rental or Homeshare shall be required, **(ii)** all applications and fees shall be submitted, and **(iii)** the Owner or his/her/its Agent shall cancel the Registration Certificate and transient occupancy tax permit for the Property within seven (7) days; this cancellation shall be accomplished *via* completion of a required close-out form acceptable to an Enforcement Official and available on the City website.

(j) Interim Operation of a Vacation Rental or Homeshare without a standard Registration Certificate during the application process may take place if the Enforcement Official has issued a temporary operational permit on a form approved by the Enforcement Official. Such operation shall be for a limited term specified in the permit.

(k) It is the Owner's or Agent's responsibility to ensure that all information reflected on the application is current in all respects, and that any change is reported to an Enforcement Official on a form acceptable to an Enforcement Official and available on the City's website.

(l) An Enforcement Official shall verify the total and the number of bedrooms proposed for guest use in a Vacation Rental or Homeshare using County Assessor and/or City Building records, and/or a physical inspection of the premises, prior to the issuance

of a Registration Certificate. Any such inspection may, within the discretion of an Enforcement Official, include a review of the Property for compliance with the operational requirements of this Chapter.

5.25.070 Operational Requirements and Standard Conditions.

(a) The Owner shall use reasonably prudent business practices to ensure that each Vacation Rental and Homeshare complies with all applicable codes regarding fire, building and safety, health and safety, and all other applicable laws.

(b) Owner shall ensure that no more than thirty-two (32) Contracts for Vacation Rental use of a Property shall be allowed or provided in any calendar year; however, up to four (4) additional Contracts with terms that begin and end during the Third Quarter of a calendar year shall be allowed. A Contract includes any occupancy of a Property subject to a Vacation Rental Registration Certificate, by persons other than the Owner or Owner's family and friends listed as specified in Subsection (d) below, when the Owner is not present during such occupancy. With the exception of an Exchange, a Contract exists regardless of whether compensation is paid for such occupancy, and whether such occupancy is evidenced in an agreement or document. The procedure by which the City calculates Contract count shall administered by an Enforcement Official, inclusive of proration as warranted, and shall be available through the city clerk and posted on the City's website. An Owner may use a Property for charitable purposes without creating a Contract with prior authorization by an Enforcement Official. Enforcement Official shall require documentation from the Owner when a property is to be utilized for charitable purpose as part of authorization process. However approval of a charitable use of a Vacation Rental shall not relieve an Owner from the duty to comply with Chapter 5.75 of this Code. The City's Contract count limit does not apply to Homeshares. Occupancy by individuals on the friends and family list, or during any period when the Property is Owner occupied does not create a Contract.

(c) A Vacation Rental or Homeshare may serve as the location for a special event, including without limitation a film shoot subject to regulation by Chapter 5.76 of this Code. However, a film shoot taking place in a Vacation Rental or Homeshare is not permitted without a permit issued per Chapter 5.76 because it takes place in a Vacation Rental or Homeshare with a Registration Certificate. Each Owner or Agent shall ensure that any person using a Vacation Rental or Homeshare as the location for a special event or film shoot secures the appropriate permit(s) from the City. Any special event or film shoot taking place at a Vacation Rental, upon monetary or other consideration, whether or not Overnight Occupancy takes place, shall count as a Contract under Subdivision (b) above.

(d) Notwithstanding any City restrictions upon Contract count, an Owner or an Agent acting on an Owner's behalf may, at the time an application or renewal of a Registration Certificate, designate and file with the Enforcement Official the surnames of up to five (5) families, using the "friends and family" form available on the City's website. Individuals with any surname listed on the form may occupy a Vacation Rental without the presence of the Owner, and do so without creating a Contract provided that they have not given

any monetary consideration to the Owner. Regardless of whether more than one person or party has an ownership interest in a Vacation Rental, the maximum number of “friends and family” surnames on the form for each Vacation Rental shall be five (5). However, each such occupancy shall fully comply with all other provisions of this Chapter, with the sole exception that no Contract summary needs to be submitted. This requirement of compliance with this Chapter during “friends and family” stays includes without limitation compliance with the Good Neighbor Brochure and Statement of Rules and Regulations. Enforcement Officials, when responding to a Hotline call, may request that guests verify they in fact have one of the surnames reflected on the “friends and family” form for the Vacation Rental referenced in the call.

(e) The Owner of a Vacation Rental shall limit Overnight Occupancy to a specific number of guests, with the maximum number of guests set at two (2) persons per bedroom within that Vacation Rental, and a maximum of no more than eight (8) persons total within that Vacation Rental, except that an Owner or Agent may allow up to two (2) minor children, aged twelve (12) or younger, who may occupy the Vacation Rental in addition to the persons allowed in accordance with this Subsection.

(f) The Owner of a Homeshare shall limit Overnight Occupancy to no more than two (2) persons per bedroom, and a maximum of no more than six (6) persons total within the Homeshare, except that the Owner may also allow up to two (2) minor children aged twelve (12) or younger, who may occupy the Homeshare in addition to the persons allowed in accordance with the Subsection. For purposes of calculating occupancy at a Homeshare, the Owner occupies one (1) bedroom without any other person.

(g) Advertising over the approved occupancy limits specified in Subdivisions (e) and (f) is prohibited; further, each Advertisement shall reflect the maximum number of persons allowed in the Vacation Rental or Homeshare, shall contain text indicating that an additional two (2) children aged twelve (12) and younger will be allowed.

(h) An Owner may allow the presence in a Vacation Rental or Homeshare of no more than four (4) Day-time Occupants in addition to the total number of guests allowed for Overnight Occupancy.

(i) A Responsible Person shall ensure that no more than one (1) Automobile per bedroom shall be allowed to park overnight at the location of a Vacation Rental or Homeshare. During Day-time, additional two (2) guest Automobiles are permitted at the Vacation Rental or Homeshare. Guest Automobiles must be legally parked, and may not obstruct access to any driveway, sidewalk, or mailbox. Additionally, a Responsible Party shall ensure that the Automobiles of all guests and drivers at a Vacation Rental or Homeshare utilize on-site parking at the Property first, including garage and driveway, before utilizing any street parking. The Automobile of an Owner shall not count toward this limitation upon parking. No citation for a violation of this Subdivision (i) shall be issued until after an Owner or Agent has received sixty (60) minutes’ telephonic notice of the violation, and the violation has not been eliminated. “Telephonic Notice” includes verbal contact between an Enforcement Official and an Owner or Agent, whether by

conversation or by deposit of a voicemail by an Enforcement Official. An administrative citation for a violation of this Subdivision (i) will not be considered or counted when determining any suspension of a Registration Certificate.

(j) An Owner shall ensure no recreational vehicle, trailer, fifth-wheel or any similar vehicle is used to provide occupancy at a Vacation Rental or Homeshare. The use of a mobile or manufactured home on a permanent foundation as a Vacation Rental or Homeshare shall not be a violation of this Subsection.

(k) Maximum Overnight Occupancy of each Estate Home shall be calculated as provided in Subsections (e) and (f) above, plus up to two (2) additional bedrooms, with no more than two (2) persons for each additional bedroom, depending upon the size of the Estate Home in question. Accordingly, the maximum number of guests in a Vacation Rental Estate Home shall be twelve (12) persons, plus up to two (2) minors aged twelve (12) and younger. The maximum number of guests in a Homeshare Estate Home shall be ten (10) persons, plus up to two (2) minors aged twelve (12) and younger.

(l) Advertising over the approved occupancy limits specified in Subdivision (k) is prohibited; further, each Advertisement shall reflect the maximum number of persons allowed in the Estate Home in question, and shall contain text indicating that an additional two (2) children aged twelve (12) and younger will be allowed.

(m) An Owner may allow the presence in an Estate Home of no more than four (4) Day-time Occupants in addition to the total number of guests allowed for Overnight Occupancy.

(n) An Estate Home may not exceed one (1) Automobile per bedroom, and may not exceed six (6) Automobiles overnight. Two (2) additional guest Automobiles are permitted during Daytime hours. Guest Automobiles must be legally parked, and may not obstruct access to any driveway, sidewalk, or mailbox. Additionally, a Responsible Party shall ensure that the Automobiles of all guests and drivers at an Estate Home utilize on-site parking at the Property first, including garage and driveway, before utilizing any street parking. The Automobile of an Owner shall not count toward this limitation upon parking. No citation for a violation of this Subdivision (n) shall be issued until after an Owner or Agent has received sixty (60) minutes' telephonic notice of the violation, and the violation has not been eliminated. "Telephonic Notice" includes verbal contact between an Enforcement Official and an Owner or Agent, whether by conversation or by deposit of a voicemail by an Enforcement Official. An administrative citation for a violation of this Subdivision (n) will not be considered or counted when determining any suspension of a Registration Certificate pursuant to Section 5.25.090(f) or (g).

(o) During the Rental Term each Vacation Rental or Homeshare, upon contact by an Enforcement Official, the Owner, his/her Agent, and/or the Local Contact Person shall be available twenty-four (24) hours per day, seven (7) days per week, as follows: **(i)** telephonic response to complaints within fifteen (15) minutes, and **(ii)** in-person response at the Property within thirty (30) minutes of complaints. The City requires these responses to facilitate action by an Enforcement Official, and does not intend that any

Owner, Agent, or Local Contact Person act as a peace officer or place himself/herself/itself in a dangerous situation.

(p) The Responsible Party shall ensure that all guests and/or Daytime Occupants at a particular Vacation Rental or Homeshare do not create loud or unusual noises in violation of Section 11.74.073, noise disturbances by animals in violation of Section 10.28.020, fight in violation of Section 11.08.030, or violate any other provision of this Code, or any state law.

(q) The Responsible Party shall ensure that no radio receiver, musical instrument, phonograph, loudspeaker, sound amplifier, or machine or device for the production or reproduction of any sound is audible at the property line of any Vacation Rental or Homeshare, at any time of day or night. This duty supersedes and is not limited by any provision of Section 11.74.043.

(r) The Responsible Person shall ensure that all guests and Daytime Occupants at a Vacation Rental or Homeshare do not use, operate or fly a Drone or similar type of unmanned aircraft vehicle.

(s) The Owner shall ensure that each Responsible Person promptly provides government issued identification upon request by any Enforcement Official. In the event of any refusal to provide government issued identification, the Owner or Agent shall timely provide a copy of the Responsible Person's government issued identification. Upon any refusal to provide government issued identification upon request, an Enforcement Official, in an exercise of discretion, may order the eviction of the Responsible Person, along with any or all guests, from a Vacation Rental or Homeshare.

(t) Prior to occupancy, except for occupancy by an Owner or the friends and family of an Owner, on each and every separate occasion of rental of a Vacation Rental or Homeshare, the Owner shall ensure that there is a written Contract with a Responsible Person whereby (1) the Responsible Person provides the his/her name, age, address, and a copy of a government issued identification; (2) the Owner establishes and sets out the terms and conditions of the Contract, including without limitation occupancy limits, noise prohibitions, and vehicle parking requirements; (3) the Owner requires the Responsible Person to acknowledge and agree that he/she is legally responsible for compliance with this Chapter, all Regulations, and this Code by all Daytime and Overnight guests of the Vacation Rental or Homeshare; (4) the Owner provides a copy of the Good Neighbor Brochure and Statement of Rules and Regulations to the Responsible Person; (5) the Responsible Person provides a list of all guests by first name; and (6) the Responsible Person provides the total number of vehicles belonging to guests that will be at the Property Overnight.

(u) The Owner shall retain each Contract and all documents related to every guest stay for a minimum of four (4) years so that this information is readily available for inspection upon request of the Enforcement Official.

(v) Owner shall ensure the filing of a true, complete and accurate Contract summary, in a form and manner approved by the Enforcement Official, with the Enforcement Official prior to each occupancy. A printed copy of the web-based Contract summary form in use by the City shall be available through the office of the city clerk, and a digital copy thereof shall be accessible through the City's website.

(w) The Enforcement Official shall be the first responder to Hotline calls and other concerns related to a Vacation Rental or Homeshare, and shall have primary responsibility for the enforcement of this Chapter. In the event the Enforcement Official notifies an Owner, his/her Agent, or a Local Contact Person, that a Responsible Person, and/or guest at a Vacation Rental or Homeshare, has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of provisions of this code or any state law, the Owner shall promptly respond, in a timely and appropriate manner, to prevent a recurrence of such conduct by those guests or invited guests thereof, and shall evict one or more of the guests when requested to do so by an Enforcement Official. For the purpose of this Subsection and Subsection (o) above, the phrase "in a timely and appropriate manner" shall mean in-person contact within thirty (30) minutes for any call from the Enforcement Official.

(x) Nothing in this Chapter shall be interpreted to confer upon or provide a private citizen or private entity the right to enforce any provision of this Chapter or any city ordinance. Unless otherwise specifically provided, the city and its employees, agents and officials, shall be the only authorities permitted to enforce the provisions this code or any city ordinance. Since this section is a clarification and declaration of existing law, it shall apply both retroactively and prospectively

(y) Trash and refuse shall not be visible or spilling over, and containers shall not be stored within public view, except in proper containers for the purpose of collection by the collectors, and between the hours of five (5) a.m. and eight (8) p.m. on scheduled trash collection days. Each Owner or Agent shall use reasonably prudent business practices to ensure compliance with all provisions of Chapter 6.04 of this Code, regarding Waste Disposal and Diversion, and shall provide "walk-in-service," or such alternative form of service as may otherwise be approved by an Enforcement Official. No citation for a violation of this Subdivision (y) shall issue until after an Owner or Agent has received sixty (60) minutes' telephonic notice of the violation, and the violation has not been eliminated. "Telephonic Notice" includes verbal contact between an Enforcement Official and an Owner or Agent, whether by conversation or by deposit of a voicemail by an Enforcement Official. An administrative citation for a violation of this Subdivision (y) will not be considered or counted when determining any suspension of a Registration Certificate.

(z) Each Owner shall ensure that no home repairs, external and internal, garden and yard maintenance, or pool cleaning/maintenance shall be performed or take place between the hours of 5:00 pm on Friday through 8:00 am on Monday, except in the case of an emergency, or the occurrence of an unexpected event that reasonably warrants a timely or immediate response. Repairs and maintenance shall not be scheduled in

advance to occur except in compliance with this subsection (z). Housekeeping and concierge services, *e.g.*, massage, culinary, *etc.*, may be performed at any hour.

(aa) Each Owner shall meet the Responsible Person, in person at the Property or an Agent's office, or by live digital video conference, prior to, or within twenty-four (24) hours of, the commencement of each occupancy, and shall verbally explain and describe the requirements of this Chapter, all Regulations, and the responsibilities of a Responsible Person to the neighbors, the City, and the Owner. For each Contract, the Owner or Agent shall secure the signature of the Responsible Person on a copy of the Statement of Rules and Regulations.

(bb) Each Owner shall post a copy of the Statement of Rules and Regulations and the Good Neighbor Brochure on the inside of the front door and the primary door to the backyard, or in a conspicuous and easily accessible location near each such door. Additionally, a copy of the current Registration Certificate shall be displayed in a conspicuous and easily accessible location close to the front door.

(cc) Each Owner shall provide each guest with the following information prior to occupancy and/or post such information in a conspicuous place:

- (1) The name of the Agent, if any, the Local Contact Person, or the Owner, and a telephone number at which that person may be reached on a twenty-four hour basis;
- (2) The maximum number of Overnight and Daytime guests permitted to be at the Property;
- (3) The maximum number of cars allowed at the Property and all parking rules.
- (4) The trash pick-up day and any applicable Regulation pertaining to leaving or storing trash or refuse outside the Property;
- (5) Notification that any radio receiver, musical instrument, phonograph, loudspeaker, sound amplifier, or any machine or device for the producing or reproducing of any sound shall be operated within a fully enclosed Vacation Rental or Homeshare at all times, and shall not be audible at the property line of the Vacation Rental or Homeshare at any time of day.
- (6) Notification that the Responsible Party may be cited and fined by the City, and that guests at the Vacation Rental or Homeshare may be immediately evicted by the Owner for violations of this Chapter including creating a disturbance, excessive noise, music audible at the property line, use of a drone, excessive numbers of cars parked, and over-occupancy.

(dd) No use of any Vacation Rental or Homeshare shall violate any applicable

condition, covenant, or other restriction applicable to the occupancy and use of any Property.

(ee) Each Owner shall comply with all provisions of Chapter 3.24 of this Code concerning transient occupancy tax, including, but not limited to, submission of a monthly return for each Vacation Rental or Homeshare in accordance with Section 3.24.080. The monthly return shall be filed each month regardless of whether the Vacation Rental or Homeshare was rented or not during each such month. If the required transient occupancy tax reports and payments are not submitted within sixty (60) days of any required due date the Owner shall be assessed fines in accordance with Section 5.25.090 of this Chapter.

(ff) The City Manager shall have the authority to impose additional standard conditions and Regulations, applicable to all Vacation Rentals or Homeshares, including Estate Homes, as necessary, to achieve the objectives of this Chapter. A list of all such additional standard conditions and Regulations shall be maintained and on file in the Office of the City Clerk, and posted on the City website.

(gg) Notwithstanding any other provision of this Chapter or any Regulation, upon a determination of Good Cause, the Subcommittee may impose additional or special conditions or requirements, including without limitation special duties or performance standards for Owners, Agents, Local Contact Persons, and the occupancy or use of any specific Vacation Rentals or Homeshare.

(hh) The standard conditions or requirements placed upon a Vacation Rental or Homeshare may be modified or limited by the Subcommittee, upon request of an Owner or Agent, based on site-specific circumstances for the purpose of allowing the reasonable accommodation of a Vacation Rental or Homeshare. Each request must be in writing, and shall identify how the strict application of any standard condition or requirement creates an unreasonable burden upon a Property such that, if the condition or requirement is not modified, reasonable use of the Property for a Vacation Rental or Homeshare would not be allowed. Any unreasonable burden identified must relate to physical constraints to the Property, and shall not be self-induced or economic. Any modifications to standard conditions or requirements shall not further exacerbate an already existing problem. Additionally, the Subcommittee may authorize special non-economic adjustments to a Homeshare Registration Certificate and/or any other conditions or requirements in specific cases wherein special circumstances exist, and an individual has provided sufficient justification and supporting documentation to the satisfaction of the Subcommittee to support the special adjustment in question.

(ii) The Subcommittee may develop, implement and modify a Rewards Program that recognizes Owners and/or their Agents with respect to meeting operational requirements and general overall compliance with this Chapter. Once adopted, the City Manager may implement and administer this program.

(jj) The City Manager shall have the authority to issue Regulations, which may

address topics including without limitation registration conditions, reporting requirements, inspection frequencies, enforcement procedures, advertising restrictions, disclosure requirements, or insurance requirements, consistent with the provisions of this Chapter, for the purpose of implementing, interpreting, clarifying, carrying out, furthering, and enforcing the requirements and the provisions of this Chapter. No person shall fail to comply with any such Regulation. A copy of such Regulations shall be on file in the Office of the City Clerk and posted on the City's website.

(kk) Each Owner shall procure, maintain, and pay premiums for an insurance policy or rider that covers short-term rental of residential property, for each Vacation Rental and Homeshare, with minimum general liability coverage of five hundred thousand dollars (\$500,000.00), and an umbrella general liability policy with a coverage limit of one million dollars (\$1,000,000.00). The City of Palm Springs does not need to be named as additional insured.

(ll) Each Owner of a Vacation Rental or Homeshare shall annually secure a safety inspection, covering building and fire safety, prior to renewal of a Registration Certificate. The Enforcement Official shall revise the nature and scope of the City's safety inspection requirements from time to time to comply with any state issued regulation or City policy. Any safety inspection may, within the discretion of an Enforcement Official, include a review of the Property for compliance with the operational requirements of this Chapter.

(mm) Advertising, renting and/or operating one or more Vacation Rentals or Homeshares as part of a Cluster or Compound is prohibited.

(nn) Each Owner shall maintain at all times on file with the Enforcement Official the most current residence address, mailing address, e-mail address and phone number of every person with an ownership interest in the Property subject to a Registration Certificate. Each Owner shall report to an Enforcement Official any change in his/her/its residence address, mailing address, e-mail address or phone number, no more than fifteen (15) days after any such change. Failure to update any information pursuant to this Subdivision (nn) excuses any City failure to provide notice or any notification required by this Chapter.

(oo) Each Owner shall inform an Enforcement Official in writing of any change in any Homeowners Association governing document, relevant to the use or occupancy of a Property as a Vacation Rental or Homeshare, within thirty (30) days of said change.

(pp) Each applicant for a Registration Certificate, Owner Agent, Local Contact Person, and individual or representative communicating with the guests in writing or in person, shall annually attend and/or participate in an educational training program devised and administered by an Enforcement Official for the purpose of training related to issuance, maintenance and renewal of Registration Certificates. The training program shall include information and testing related to the role and responsibility of each trainee in compliance with this Chapter. No Registration Certificate shall issue to any trainee unless the trainee passes the test administered.

(qq) A Registration Certificate does not transfer with the sale of a Property. Each new Owner of a Property must apply for a Registration Certificate after the person selling the Property to that Owner has submitted the required close-out form to an Enforcement Official.

(rr) Any person selling a Property remains responsible for transient occupancy tax due during the use of the seller's Property as a Vacation Rental or Homeshare, regardless of continued ownership of the Property in question, until the date when an Enforcement Official receives the required close-out form.

5.25.075 Specific Prohibitions.

(a) No person or entity shall offer or provide an Apartment, or any portion thereof, for rent for twenty eight (28) consecutive days or less to any person, except as specified herein.

(b) No person or entity shall maintain any Advertisement of a Vacation Rental or Homeshare that is in violation of any provision of this Chapter.

(c) No person, including without limitation, an Apartment owner, an Apartment manager, or a representative of the Apartment owner or manager, shall evict any tenant or otherwise terminate a lease for the purpose of converting, or in anticipation of converting an Apartment to a Vacation Rental or Homeshare. In addition to any other remedy provided under this Code, failure to comply with this Subdivision (c) may be asserted by a tenant as an affirmative defense in an action brought by or on behalf of the Apartment owner, Apartment manager, or representative to recover possession of the unit. Any attempt to recover possession of a unit in violation of this Chapter shall render an Apartment owner, Apartment manager, or representative liable to the tenant for actual or punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant may seek injunctive relief and money damages for wrongful eviction and the prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

(d) Notwithstanding any other provision of this Chapter, the Owner of any building, or portion thereof, comprised of Apartments, may operate same as a Vacation Rental provided that all of the following conditions are met:

- (1) the building has operated, in whole or in part, but without interruption, as a permitted Vacation Rental in Good Standing since April 15, 2016 or an earlier date;
- (2) the building has timely reported and paid transient occupancy tax related to all operations;
- (3) the building is in compliance with all requirements of R-1 occupancy under the City's building and fire codes, regardless of the zoning applicable to the building; and
- (4) Each unit in a building that has been or is currently Advertising or Operating as a

Vacation Rental shall obtain a Vacation Rental Registration Certificate for each such unit.

A building operating as a Vacation Rental pursuant to this Subsection (d) shall be exempt from Subsection (a) of this Section, and from Subsection 5.25.040(b) [limits on number of units].

(e) Filing or causing the filing of any False Claim against a Vacation Rental, Agent, Homeshare or the guests staying at a Vacation Rental or Homeshare is prohibited.

(f) In the absence of written authorization for interim operation pursuant to Subsection 5.25.060(i), continued Advertising or Operation of a Vacation Rental or Homeshare for more than sixty (60) days after the expiration of a Registration Certificate, regardless of whether the Owner has applied for renewal of the Registration Certificate, is prohibited.

5.25.080. Audits

(a) Financial Audit. Each Owner or Agent shall, no later than the end of the third (3rd) business date after any written demand, provide the Enforcement Official with access to each Vacation Rental or Homeshare, and no later than the end of the fifteenth (15th) business date after any written demand, to the books, records, documents, papers, tax returns, and bank accounts corresponding to the Vacation Rental or Homeshare in question. Such access may take place at any time during normal business hours determined by an Enforcement Official to be necessary or convenient for the purpose of inspection or audit to determine that the objectives and conditions of this Chapter are being fulfilled.

(b) Operational Audit. An Enforcement Official has the right at any time, upon two (2) business days' notice, to review all operational material and records relating to guest occupancy, with the exception of financial audit information, for the purpose of verifying that the objectives and conditions of this Chapter are being fulfilled by Owner and Agency. Records may include but are not limited to signed Statement of Rules and Regulations, Contracts, Contract Summaries, and required posted Registration Certificate at the Property.

(c) For audit purposes, Owner shall maintain all required documents and records for four (4) years.

5.25.090 Violations and Enforcement.

(a) Any Owner or Agent who violates a provision of this Chapter or any Regulation is subject to criminal sanctions and administrative citations and penalties pursuant to Chapters 1.01 and 1.06 of this Code, and to the specific penalties provided in this Chapter. Any person who uses, or allows the use of a Property in violation of any provision of this Chapter or any Regulation is guilty of a misdemeanor for each day upon which such Property is used, or allowed to be used, in violation of any provision of this

Chapter or any Regulation.

(b) The fine payable for an administrative citation issued to an Owner or Agent pursuant to Chapter 1.06 for a first violation shall be five hundred dollars (\$500.00), and for each subsequent violation shall be one thousand (\$1,000.00) dollars.

(c) The fine payable for an administrative citation issued to a Responsible Person pursuant to Chapter 1.06 for a first violation shall be two hundred fifty dollars (\$250.00), and for each subsequent violation shall be five hundred dollars (\$500.00).

(d) An administrative citation for any violation of any provision of this Chapter or Regulation shall be levied or assessed, and counted against each Owner of the Property where the violation takes place, with respect to collection of any fine owed and/or the imposition of any suspension, except as otherwise specified in this Chapter.

(e) An Enforcement Official shall issue only one (1) administrative citation pursuant to Subsection (a) when multiple violations of this Chapter or a Regulation are observed during a single event investigation by an Enforcement Official.

(f) Upon City issuance of a third administrative citation counted against an Owner of a Property pursuant to subsection (d) during any twelve (12) month period, excluding citations for refuse and parking violations, the City Manager shall suspend the Vacation Rental Registration Certificate or Homeshare Registration Certificate for two (2) years. In an exercise of discretion, the Enforcement Official may commence the start date of the suspension at any time within two (2) months from the issuance date of the third administrative citation.

(g) Upon City issuance of a third administrative citation counted against an Owner of an Estate Home pursuant to subsection (d) during any twenty-four (24) month period, excluding citations for trash violations, the City Manager shall suspend the Vacation Rental Registration Certificate for that Estate Home for two (2) years, and revoke the land use permit of that Estate Home. Notwithstanding any other provision of this Code, this land use permit revocation shall be an administrative matter, and shall not require any hearing before the Planning Commission.

(h) Each suspension of a Registration Certificate under this Chapter shall apply to the Property that is the subject of that Registration Certificate regardless of ownership; the same of a Property from one owner to another shall have no impact upon any suspension under this Chapter.

(i) In the event that any person Advertises or Operates a Vacation Rental or Homeshare without a Registration Certificate or during the period of any suspension of the Registration Certificate, the Owner(s) of the Property in question shall be jointly and severally liable and subject to issuance of an administrative citation and the following sanctions:

- (1) an administrative fine in the amount of Five Thousand Dollars (\$5,000.00),
 - (2) permanently ineligibility to operate a Vacation Rental or Homeshare in the City,
 - (3) payment of all back Registration Certificate fees consisting of the annual Registration Certificate fee in place upon the corresponding due date, and a penalty of 100% of that fee, payable within ninety (90) days of issuance of the administrative citation for a violation of subsection (g), and
 - (4) Payment of all back transient occupancy tax owed for all occupancy of the unregistered Vacation Rental or Homeshare, pursuant to Chapter 3.24 of this Code, including without limitation penalties and interest specified therein, payable within ninety (90) days of issuance of the administrative citation for a violation of subsection (g).
- (j) In the event any person continues to Advertise or Operate a Vacation Rental or Homeshare without a Registration Certificate after City issuance of an administrative citation pursuant to Subsection (g) above, that person shall be subject to an additional administrative citation, and the additional sanction of an administrative fine in the amount of Ten Thousand Dollars (\$10,000.00). Each successive violation of this Subsection (h) shall be subject to an additional administrative citation and an sanction in the amount of Ten Thousand Dollars (\$10,000.00).
- (k) Any Owner or Agent who violates any of the following provisions shall be subject to the same criminal sanctions and administrative citations and penalties specified in Subsection (b) above.
- (1) Advertisement a Vacation Rental or Homeshare that does not include the Palm Springs City ID# in violation of Subsection 5.25.040(e).
 - (2) Failure to timely report or tender full monthly payments of transient occupancy tax in violation of Subsection 5.25.070(ee).
 - (3) Hosting guests at a Vacation Rental or Homeshare without a Contract in violation of Subsection 5.25.070(t).
 - (4) Failure to submit a Contract summary in violation of Section 5.25.070(v), when a guest stay, occupancy, or use results in the Owner's receipt of monetary consideration.

- (5) Excess of the annual or prorated Contract limit in violation of Subsection 5.25.070(b).
- (6) Violation of Estate Home occupancy limitations in violation of Subsection 5.25.070(k).
- (7) Submission to the City of any false information related to any Contract in violation of Section 5.25.070(b).

(l) An Owner or Agent shall comply with any reasonable directive or order of any police officer. Any violation of this Subsection shall result in the immediate revocation of the Registration Certificate for the Property of the person violating this Subsection (l).

(m) Any person who fails to pay any amount required by this Chapter or a Regulation within the time specified, shall pay a penalty in the amount of one hundred percent (100%) of the amount due.

(n) Misrepresentation by an Owner or Agent in any communication related to compliance with this Chapter or any Regulation shall result in the immediate denial or revocation, without any hearing, of the Registration Certificate for the Property related to the misrepresentation.

(o) Enforcement Officials shall not issue pre-citation or courtesy notices or pursuant to Palm Springs Municipal Code 1.06.030

(p) In addition to, and not in lieu of, any other remedy allowed by law, all remedies prescribed under this Chapter are cumulative. The election of one or more remedies does not bar the City from the pursuit of any other criminal, civil, or administrative remedy that the City may pursue in the enforcement of this Chapter and any Regulation, and/or in the abatement of public nuisance.

5.25.100 Appeals.

(a) The appeal and hearing provisions of Chapter 2.50 shall apply to any denial, suspension, or revocation of a Registration Certificate.

(b) Notwithstanding any other provision in Section 5.25.090 to the contrary, the only hearing upon administrative citation, whether to an Owner or to a guest, that results in the suspension of a Registration Certificate shall be concurrent with any appeal hearing as to the suspension pursuant to Subsection 5.25.100(a).

5.25.110 Requirements Not Exclusive.

The requirements of this Chapter shall be in addition to any license, permit, or fee required under any other provision of this Code. The issuance of any permit pursuant to this Chapter shall not relieve any person of the obligation to comply with all other

provisions of this Code pertaining to the use and occupancy of a Vacation Rental or Homeshare or the Property on which it is located.

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