



CITY OF ANAHEIM
SHORT-TERM RENTAL PERMIT INDEMNIFICATION AGREEMENT
("OWNER")

(Chapter 4.05-Anaheim Municipal Code)

BUS # _____ REG # _____ TOT # _____

Property Address: _____ (the "Property")

The undersigned certify(ies) and agree(s) as follows:

1. I/We am/are the owner(s) (the "Owner") of the above-referenced Property or am/are the duly authorized representative(s) of the Owner of the Property;
2. Individuals executing this Agreement on behalf of a corporation, partnership or other entity or organization represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms; and
3. Owner has read Chapter 4.05 of the Anaheim Municipal Code and understands all City of Anaheim rules set forth in said Chapter and hereby agrees that the Owner is legally responsible for compliance by all occupants of the Property with all provisions of said Chapter and the Anaheim Municipal Code, including liability for any fines incurred by occupants or a responsible person.
4. Owner agrees to assume all risk and indemnify, defend and hold the City of Anaheim, a municipal corporation, and its officials, officers, and employees (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with (a) Owner's use and/or occupancy of the Property, (b) Owner's occupants' use and/or occupancy of the Property, (c) any act or omission of Owner or any of Owner's employees, agents, contractors or representatives, (d) any act or omission of Owner's occupants of the short-term rental unit at the Property, (e) the City's approval of the above-referenced permit or renewal thereof (the "Permit"), (f) the operation and maintenance of the short-term rental unit and/or the Property, and (g) any other matter relating to the short-term rental unit and/or the Property, including without limitation any claim or demand made by the governing body of a homeowners' or maintenance association having jurisdiction over the subject dwelling in any action or proceeding in which the Indemnified Parties (or any of them) are named or made a party arising out of or connected with the subject matter of any applicable covenants, conditions and restrictions and/or rules and regulations.
5. If I/we am/are leasing the Property to a lessee where my/our lessee is offering the Property, or any portion thereof, as a Short-Term Rental under a duly issued permit from the City, I/we hereby agree with the City that I/we and the subject property shall be subject to the provisions of Section 2.12.090 (Transient Occupancy Tax a Debt – Civil Action) of the Anaheim Municipal Code for the failure of my/our lessee to pay transient occupancy tax to the City.

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____, before me, _____
[date] [here insert name and title of the officer]

personally appeared _____
[here insert name(s) of signer(s)]

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 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)

(Seal)