

Planning Department

408-586-3279 | 455 E. Calaveras Blvd., Milpitas, CA 95035

<https://www.milpitas.gov/507/Short-Term-Rental> | shorttermrentals@milpitas.gov



SHORT-TERM RENTAL PROGRAM

Required Materials List and Application

Short-Term Rentals (STR), Definition: STR's are described as the use of a dwelling unit, including, without limitation, a single-family, two-family, or multi-family dwelling unit, mobile home, or any portion of such dwellings, rented for occupancy for dwelling, lodging, or sleeping purposes **for a period of 30 or fewer calendar days**, counting portions of days as full calendar days.

Purpose: As outlined in the Milpitas Municipal Code (MMC) Section XIII-C.10.200, the establishment and operation of STR units shall be regulated. As such, the City of Milpitas intends to preserve the residential character of neighborhoods, prevent long-term residential uses from being replaced with STR's, and protect all neighborhoods from potential adverse impacts caused by the operation of STR's.

STR Permit, Approval Process and Duration: An STR Application will be reviewed, and when complete and approved will be issued an STR Permit in the form of an Approval Letter and Signed Certificate. **All STR Permits are active from the date of issuance until the date of expiration on December 31** of the current year. **STR Permits are not automatically renewed** - all STR hosts requesting an annual STR permit renewal of a previously issued STR permit shall submit a new, complete application, supplemental materials, and fees. Some materials may be re-used such as the site plan and floor plan(s) if no changes have been made. Other forms and materials such as Proof of Liability Insurance may have to be updated to demonstrate full coverage for the new year duration. Renewals shall be submitted to the Planning Department annually at the beginning of each year, consistent with the City's Business License renewal requirement.

When you are ready to apply, please compile all of the required items in the checklist below and email all items to shorttermrentals@milpitas.gov. Some items will be separate PDF/Document files to attach and prepare on your own.

- **Short Term Rental Application** (*Fully complete pages 2-4, including all signatures. Review page 4 for Eligibility*)
- **Confirmation of STR Application Payment** (instructions/invoice will be sent after application/materials are submitted)
- **City of Milpitas Business License Confirmation** (Copy of email is sufficient) – Annual Renewal Required 1/1
- **Proof of Property Ownership** – If operator/host is not the legal property owner, a separate letter of authorization from property owner with signature and full contact information is required.
- **Proof of Primary Residency, including both:**
 - *Copy of Utility Bill with Name of Host/Property Owner (issued within the last 3 months)*
 - *Copy of Drivers License with Name of Host/Property Owner*
- **Site Plan and Floor Plan(s) of Property, detailing and labeling all of the following:**
 - *Floor Plan(s) must include for every floor if 2+ story residence/unit, regardless if other floor(s) may or may not be used as STR and label all Rooms and Bathrooms to be detailed such as below:*
 - *Room(s)/Bathroom(s) of the Host/Property Owner*
 - *Room(s)/Bathroom(s) to be used as Short-Term Rental. Entire residential unit may not be used as STR and only (1) listing per residence allowed. ADUs/JADUs are prohibited to be used as an STR.*
 - *Site Plan (aerial view image can suffice): Label Off-Street Parking Stall dedicated for STR (in driveway or in garage)*
- **Signed "Good Neighbor" Manual (Form available on City's [STR Website](#))**
- **Smoke Alarm and Carbon Monoxide Self Certification (Form available on City's [STR Website](#))**
- **Proof of Liability Insurance, shall include all of the following:**
 - *Coverage of at least \$500,000 and and have valid duration coverage*
 - *Term Language must list, unless directly provided by a hosting platform, the "City of Milpitas" and agrees to "hold harmless via indemnification agreement the City of Milpitas".*

SHORT-TERM RENTAL PROGRAM

(P-STR) - Application



PROPERTY INFORMATION

STAFF USE ONLY

Project Address/APN: <i>If ADUs/JADUs on property, list addresses (STRs shall not be ADU/JADU)</i>		Zoning District:	Application Submittal Date:
Residence: Total # of Beds/Baths			Paid Date:
STR: # of Beds/Baths proposed for STR			Intake Planner:
List Website/Company Platform(s) the STR will be advertised on. <i>If applicable, # of years owner/residence has been used as an STR</i>			Previous STR Permit Number(s):

CONTACT INFORMATION

PROPERTY OWNER(S) INFORMATION AND SIGNATURE(S)

I (we) declare, under penalty of perjury, that in securing this permit, I am (we are) the owner of this property(ies) and that the statements herein and all information herewith submitted are, to the best of my (our) knowledge and belief, true and correct.

Legal Property Owner Name: _____ Phone No.: _____

Email Address: _____

Address: _____

Signature of PROPERTY OWNER _____ Date _____

OPERATOR/HOST & PRIMARY CONTACT: (if different from above, provide separate letter of authorization from property owner)

Operator/Host Name: _____ Phone No.: _____

Email Address: _____

Address: _____

Signature of OPERATOR/HOST _____ Date _____

24-HOUR ALTERNATIVE CONTACT PERSON:

The Alternative Contact Person shall verify that they can respond in-person to the site of the STR within 60 minutes of a noise complaint.

Alternative Contact Person Name: _____ Phone No.: _____

Email Address: _____

Address: _____

Signature of ALTERNATIVE CONTACT PERSON _____ Date _____

INDEMNIFICATION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Property Owner/Operator hereby expressly agrees in connection with the processing of the Property Owner/Operator application(s) to each of the following terms and conditions:

1. Property Owner/Operator agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Milpitas ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claims(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:
 - a. Any approvals issued in connection with any of the above-described application(s) by City; and/or
 - b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards, or commissions; appeals boards or commissions; Planning Commission, or Council.

Property Owner/Operator's indemnification is intended to include, but not limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Property Owner/Operator, City, and/or parties initiating or involved in such proceeding.

2. Property Owner/Operator agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. Property Owner/Operator agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if Property Owner/Operator desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.
4. In the event that Property Owner/Operator is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
 - a. The counsel to so defend City; and
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.

City shall also have and retain the right to not participate in the defense, except the City agrees to reasonably cooperate with Host/Property Owner in the defense of the proceeding. If City chooses to have counsel of its own to defend any proceeding where Host/Property Owner has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Property Owner/Operator.

5. Property Owner/Operator's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the forgoing terms and conditions, Property Owner/Operator by its signature below, hereby agrees to be bound by and fully and timely comply with all of the foregoing terms and condition.

PROPERTY OWNER / OPERATOR Name: _____

Signature of **PROPERTY OWNER/OPERATOR**

Date

GENERAL REQUIREMENTS, ELIGIBILITY (Check All)

The City of Milpitas requires that all short-term rentals comply with all applicable Federal, State, and local laws as described in MMC Section XIII-C.10.200, Short-Term Rentals. In accordance with this Section, I certify that my STR abides by these standards, including but not limited to the following (**Mark with an X**):

<input type="checkbox"/> PERMITTED ZONES: The STR is located in a permitted zone within legal conforming dwelling units (Example: R1, R2, R3, R4, MXD, MXD3, NCMU, TC, MS-MU, XR-MU, LD-MU, & GW-MU). Enter the address here to check for the zoning district. STRs are <i>prohibited</i> in legal nonconforming residential units unless they can demonstrate they can meet all off-street parking ratio requirements for the residential unit as described in MMC Section XIII-C.10.200 and MMC Section XIII-C.6. ¹	
<input type="checkbox"/> PRIMARY DWELLING UNIT ONLY: The STR is within a primary dwelling unit, and <i>not</i> within an accessory structure/building, ADU/JADU, or recreational vehicle. ADUs/JADUs <i>are prohibited</i> from being used as an STR.	
<input type="checkbox"/> RENTALS PER DWELLING UNIT: A maximum of one (1) STR is permitted per dwelling unit at any given time.	
<input type="checkbox"/> OFF-STREET PARKING: One (1) off-street parking space has been provided for the STR Guest.	
<input type="checkbox"/> EXTERIOR ALTERATIONS: The exterior of the dwelling unit will not be altered such that the structure appears to serve a non-residential use.	
<input type="checkbox"/> HOSTED RENTALS ONLY: An STR Operator will only conduct a hosted rental, where an owner or host is living and present in the dwelling unit during the short-term rental period. Un-hosted rentals, where an STR operator is not living and present in the primary dwelling unit during the short-term rental, are prohibited in STRs.	
<input type="checkbox"/> MAXIMUM OCCUPANCY: Daytime (7:00am – 9:00pm) and overnight (9:00pm – 7:00am) occupancy of the STR will be limited to maximum of 2 persons per bedroom plus one additional person. The host shall not allow the STR to be used for any gathering where the number of persons will exceed the permitted maximum occupancy limits.	
<input type="checkbox"/> SIGNAGE: Signs that advertise the availability of the short-term rental unit are prohibited.	
<input type="checkbox"/> COMMERCIAL AND ASSEMBLY USES PROHIBITED: The STR will be limited to dwelling, lodging, and sleeping purposes only. Use of the STR for any other commercial uses or assembly uses such as weddings, corporate events, or parties is prohibited.	
<input type="checkbox"/> TRANSIT OCCUPANCY TAX (TOT) Either the STR Operator or hosting platform shall collect and remit the Transit Occupancy Tax in accordance with the MMC. The STR operator must maintain records of TOT paid for three years.	
<input type="checkbox"/> STR's IN HOMEOWNERS ASSOCIATIONS OR COMMUNITY ASSOCIATIONS (if applicable): For STRs located in any area governed by a homeowners' association or community association (association) and subject to CC&Rs, the Property Owner/Operator must additionally submit a copy of a letter to the association's governing board stating the Property Owner/Operator's intent to operate a short-term rental unit and inviting the association to submit a letter to the City stating one of the following: (1) that short-term rentals are not prohibited at the proposed unit by the CC&Rs; or (2) that a short-term rental is allowed at the proposed unit under the CC&Rs, but only under certain conditions, and a statement of whether or not the conditions here are met; or (3) that the CC&Rs do not allow short-term rentals as defined herein. The association's response is not determinative, but it is a factor that may be considered by the Director.	
Initials of Host/Property Owner:	<input type="checkbox"/> Verified by Staff:

¹ Residences that have a converted garage may have challenges meeting MMC XIII-C.6 (Parking and Loading). Please contact Planning Department staff to discuss.

DISCLAIMER & NOTIFICATIONS

Violation of any provision of this Title, including the requirement to maintain a current Business License, may result in the revocation of the Short-Term Rental Permit after notice and an opportunity for a hearing has been given to the permittee, in accordance with Milpitas Municipal Code (MMC) XIII-D.18.070 (Modification, Revocation, and Suspension). Where prompt compliance is not forthcoming, the City may take any appropriate enforcement action to secure compliance. All remedies in the MMC are considered cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing these provisions.