



**Community Development Department**  
 9291 Old Redwood Highway  
 P.O. Box 100  
 Windsor, CA 95492-0100  
 Planning: (707) 838-1021 / Fax: (707) 838-7349  
 Website: townofwindsor.com

## SHORT-TERM RENTAL (STR) LICENSE APPLICATION

*TOWN OF WINDSOR ORDINANCE No.: 2023-79*

### Section 1: Property Owner, Host, and Applicant Information

<b>Applicant Name:</b>	
<b>Applicant Address (street number and name, city, state, zip code):</b>	
<b>Phone No:</b>	<b>E-mail Address:</b>
<b>Property Owner Name if Other Than Applicant:</b>	
<b>Property Owner Address if Other Than Applicant (street number and name, city, state, zip code):</b>	
<b>Phone No:</b>	<b>E-mail Address:</b>
<b>Host/Manager Name:</b>	
<b>Host/Manager (street number and name, city, state, zip code):</b>	
<b>Phone No:</b>	<b>E-mail Address:</b>

### Section 2: Submittal Requirements Checklist

	<b>Application Form – Completed and Signed</b>
	<b>Operating Standards and Additional Requirements Acknowledgement – Completed and Signed</b>
	<b>Indemnification Agreement (Section 6) – Completed and Signed</b>
	<b>Authorization Form – Completed and Signed (if not the property owner)</b>
	<b>Site Plan.</b> Identify all existing buildings and other onsite structures, fence location and height, all outdoor recreational activities (e.g., pool, spa/hot tub, fire pit, bocci ball court, all other outdoor amenities). Identify the location and provide dimensions of existing garage, driveways, and off-street parking spaces available for STR use. If one on-street parking space is proposed to be used for the , show the location and dimensions. Identify the location of the required front door/yard camera(s) and back yard noise monitor(s).
	<b>Floor Plan.</b> Identify all rooms, show locations of windows, doors, and required smoke alarms, CO alarms, fire extinguishers. <i>Number of bedrooms will be verified with the number of bedrooms recognized in the County Assessor records.</i>
	<b>Short-Term Rental License Fee</b>

### Section 3: Short-Term Rental Information

<b>STR Name:</b>	
<b>STR Address:</b>	<b>STR Assessor Parcel Number(s):</b>

STR Business License Number:	Date First Issued:
Type of Short-Term Rental ( <i>see definitions of STR types in Section 4 of this application</i> ): Hosted (owner on-site) Hosted (permanent resident renting unit for maximum of 60 days per year) Non-Hosted (whole house, owner not on-site)	
Number of bedrooms proposed for STR use:	
Maximum number of short-term renters based on bedroom count (maximum number of renters is 2 per bedroom, maximum of 8):	
Number of parking spaces for STR use on site in the driveway (must measure at least 9 feet by 19 feet):	
Number of parking spaces for STR use on site in a garage or carport (must measure at least 10 feet by 20 feet):	
Number of parking spaces on-street in front of the STR (must measure 8 feet by 24 feet): <i>A maximum of one (1) vehicle may park on the street immediately adjacent to the STR if parking is available.</i>	
Do you own any other Short-Term Rentals in the Town of Windsor?      Yes      No <i>The maximum number of STRs that may be owned by one person is 3.          If yes, please list the addresses and license numbers here.</i>	

#### **Section 4: Short-Term Rental Types**

**Short-Term Rental.** A dwelling unit or part of a dwelling unit rented for a period of less than 30 days.

**Short-Term Rental, Hosted.** A Short-Term Rental where the owner or primary occupant occupies a bedroom in the dwelling unit during the entire rental period. In addition, this includes the occupation of an accessory dwelling unit (ADU) by the owner or primary occupant while the primary unit is being rented. This also includes a Short-Term Rental where the owner or primary occupant is the permanent resident of the dwelling unit being rented and rents the dwelling unit for a maximum of 60 days per calendar year without occupying a bedroom in the dwelling unit for the entire rental period. "Permanent resident" shall be an individual who resides in the dwelling a majority of the calendar year and provides proof satisfactory to the Director and executes a related affidavit.

**Short-Term Rental, Non-Hosted.** A Short-Term Rental where the owner or primary occupant does not occupy a bedroom in the dwelling unit for one or more nights during the rental period.

#### **Section 5: Operating Standards and Additional Requirements Acknowledgement** (Municipal Code Section 3-23-140)

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|----|---|
| 1. | <b>Advertising.</b> An STR shall not be advertised or rented without a Town issued STR license number listed in a visible location on the advertisement, including any hosting platform.  |
| 2. | <b>Posted Rules/Guest Manual.</b> In a location visible from the interior of the front entrance, the Host shall post a sign identifying the following information for guests: the Host or manager's contact information, Town issued license number, quiet hours, parking regulations, maximum occupancy, guests and any other information required by the Town. It is the responsibility of the Host to immediately update the posted rules when any relevant information changes. |
| 3. | <b>Signs.</b> On-Site signs are prohibited.   |
| 4. | <b>Business License.</b> All Short-Term Rentals must obtain and maintain a valid Business License issued in accordance with Title III, Chapter 6 of the Town of Windsor Municipal Code.   |
| 5. | <b>Fire Safety Inspection.</b> All Short-Term Rentals are required to complete a Fire Safety Inspection through the Sonoma County Fire District in conjunction with the Business License. This inspection shall also be required for a STR license renewal.   |
| 6. | <b>Events.</b> Events of any kind, including parties, are not permitted at a Short-Term Rental. Short-Term Rentals shall be used solely for temporary lodging and not for any other purpose.  |
| 7. | <b>Accessory Dwelling Units.</b> An accessory dwelling unit shall not be permitted as a Short-Term Rental consistent with the Town of Windsor Zoning Ordinance Section 27.34.180, Accessory Dwelling Units.   |

8. **Parking.** All vehicles associated with occupants or guests of the Short-Term Rental shall be located in the property's existing driveway or existing covered parking (garage or carport). A maximum of one vehicle associated with the STR may park on the street immediately adjacent to the STR if a parking spot is available.
9. **Safety.** All Short-Term Rentals must include operating smoke detectors and carbon monoxide detectors, be adequately heated, and otherwise satisfy all applicable requirements of the California Building Standards Code and applicable Fire Codes in effect in the Town, as well as the requirements of the Sonoma County Fire District.
10. **Quiet Hours.** Quiet hours, which include a prohibition of any sound or vibration detectable at the property line, shall be in effect from 9:00 p.m. to 8:00 a.m. For a Hosted STR, the Owner must be present at the property from at least 9:00 p.m. to 8:00 a.m.
11. **Visual Check-In.** The Host of the Short-Term Rental is required to check-in guests either in-person or remotely using an on-premises camera and microphone or mobile device.
12. **Occupancy Limit.** Occupancy of a STR is limited to a maximum of two (2) overnight occupants per bedroom, and not more than eight (8) total occupants.
13. **Camera and Noise Monitor.** The Host shall install at least one (1) camera at or near the front entrance of the home that enables the Host or Manager to remotely monitor the number of individuals entering the home and activity in the front yard. The Host shall install at least one (1) noise monitor in the backyard of the home that enables the Host or Manager to remotely monitor the noise level in the backyard.
14. **Litter and Loitering.** The front yard of the Short-Term Rental shall be kept clear of litter and debris at all times. Occupants or guests of the Short-Term Rental are prohibited from loitering in the front yard of the Short-Term Rental.
15. **Response.** The Host, or manager if different from the host, must be available and able to respond, 24 hours a day, within 30 minutes from the time of notification of any issue to manage the Short-Term Rental and respond to reported issues, contact the tenants regarding complaints received, and/or be physically present at the Short-Term Rental to address reported concerns, including unreasonable noise or disturbance, disorderly or unlawful conduct or any violation of Municipal Code Title III, Chapter 23 (Short-Term Rentals) or applicable law.
16. **Minimum Age.** The STR shall not be rented to any individual under 25 years old. This restriction shall only apply to the individual making the reservation, and shall not prohibit other younger individuals from staying in the home with the individual making the reservation.
17. **Minimum Stay.** The STR shall not be rented for a period fewer than two (2) consecutive nights.
18. **Notification of Change Required.** The property owner shall immediately notify the Town and the occupants of all properties located within 300 feet of the Short-Term Rental if the contact information for the property owner, host, or manager change.

#### **Additional Requirements**

1. **License Required.** No person shall establish and operate a STR without first obtaining and maintaining at all times a valid STR License.
2. **Ownership Type.** Only a natural person or persons who is/are the owner of record of the residential real property proposed to be rented as a Short-Term Rental may submit an application for a STR License. Owner includes a personal or family trust consisting of natural persons and the trustees of such trust but does not include residences or condominiums owned as a timeshare, limited liability partnership or corporation, fractional ownership of six or more interests, or a business entity. A permanent occupant of the residential real property proposed to be rented may submit an application only if it is also signed by the property owner.
3. **Non-Transferable.** A Short-Term Rental license is non-transferable, shall not run with the land, and shall be valid only at the site described in the application.
4. **Number of STR Licenses.** No more than three (3) STR licenses may be issued to any one host.
5. **Renewal Required.** A STR license shall be valid for one (1) year from the date of issuance, and may be renewed upon submission of a renewal application and fee to the Town.
6. **Transient Occupancy Tax.** All Short-Term Rentals are subject to and must comply with all applicable requirements of the Town's transient occupancy tax, as set forth in Windsor Municipal Code Chapter 2-3. Each operator shall collect the tax imposed at the same time as the rent is collected from every transient. The amount of tax collected shall be separately stated from the amount of the rent charged.
7. **Collection of Transient Occupancy Tax.** Hosting platforms shall be responsible for collecting all applicable taxes imposed by Municipal Code Section 2-3-210. The hosting platform shall be considered the agent of the host for the purposes of tax collections and remittance responsibilities.
8. **Attestation Regarding CC&Rs.** *By signing the application, the applicant attests that no applicable covenants, conditions, and restrictions (CC&Rs) or similar agreements prohibit the property from being used as a Short-Term Rental.*

**Applicant Acknowledgement**

I have read the above operating standards and additional requirements and acknowledge that my short-term rental complies with and will be operated in compliance with the above requirements.

<b>Name (Print):</b>	<b>Signature:</b>	<b>Date:</b>
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I, the undersigned, hereby state that I am the owner of record of the affected property or a duly authorized agent of the property owner(s) (signed letter(s) of authorization enclosed with application packet) and have the authority to process this application. All interested and affected owners, lenders, etc. have been notified of the filing of this application. To the best of my knowledge all information submitted as part of this application is true and accurate.

**Property Owner Acknowledgement**

<b>Name (Print):</b>	<b>Signature:</b>	<b>Date:</b>
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**Section 6: STR License Application Indemnification Agreement**

<b>Short-Term Rental Name:</b>	<b>License No. (Issued by Town Staff):</b>
<b>Short-Term Rental Address:</b>	<b>Assessor Parcel Number:</b>

As part of this application, the applicant agrees to defend, indemnify, and hold harmless the Town of Windsor, its agents, officers, council members, employees, boards, commissions and Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul any approval of the application or related decision, or the adoption of any environmental documents or negative declaration which relates to the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the Town, its agents, officers, council members, employees, boards, commissions and Council. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The Town of Windsor shall have the right to appear and defend its interests in any action through its Town Attorney or outside counsel. The applicant shall not be required to reimburse the Town for attorney's fees incurred by Town Attorney or the Town's outside counsel if the Town chooses to appear and defend itself in the litigation.

**I have read and agree with all of the above.**

<b>Applicant Name (Print):</b>	
<b>Applicant Signature:</b>	<b>Date:</b>

**To Be Completed By Staff**

<b>Zoning:</b>	<b>STR License No. Issued</b>
<b>Application Received (Date):</b>	<b>Application Accepted By:</b>
<b>Amount Paid: \$</b>	<b>Date Paid:</b>
<b>Application Reviewed By:</b>	<b>Application Approved By:</b>

<b>Notes/Conditions:</b>
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**Property Owner Authorization  
For Short-Term Rental License Application**

Property owners who choose to authorize individuals to represent them in conjunction with any application or matter before the Town of Windsor shall provide written authorization on this form for each individual or firm authorized, and shall specifically note any restrictions upon the authorized person.

**Name of Person Applying for Short-Term Rental License:**

**Mailing Address of Person Applying for Short-Term Rental License:**

**Authorized by (Property Owner Name):**

**Property Owner Mailing Address:**

**Property Owner Phone Number:**

**Property Owner Email Address:**

**Short-Term Rental Business Name for Request:**

**Short-Term Rental Property Address for Request:**

I authorize the above-named person/firm to file any/all papers in conjunction with aforementioned request including signing the application.

**Property Owner Signature:**

**Date Authorized:**



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## **Hosted STR Permanent Resident Affidavit For Short-Term Rental License Application**

Hosted Short Term Rentals include short term rentals where the owner or primary occupant is the permanent resident of the dwelling unit being rented and rents the dwelling unit for a maximum of 60 days per calendar year without occupying a bedroom in the dwelling unit for the entire rental period.

**Name of Permanent Person Applying for Short-Term Rental License:**

**Address of Short-Term Rental License:**

**Phone Number:**

**Email Address:**

The address identified above is my permanent residence and I live at the property at least 183 days per calendar year.

Yes

No

By signing below I declare, under penalty of perjury under the laws of the State of California, that I am a permanent resident of the residential unit located at the address listed above. I understand that if the residential unit ceases to be my permanent residence I will no longer be able to rent my unit as a Hosted Short Term Rental while I am away from home.

**Permanent Resident Signature:**

**Date:**

### **Required Documents**

Permanent residents applying to operate Hosted Short-Term Rentals must submit at least 2 current documents from the following list showing that the property identified above is their permanent residence.

California driver's license or identification card

Voter registration confirmation

Property tax records showing the use of a homeowner's exemption

Automobile registration

Utility bill

W-2

Tax return

Other documentation establishing residency acceptable to the Community Development Director