



**Short-Term Rentals Operator
Primary Residence Certification and
Indemnification and Waiver Agreement Form
(L.B.M.C. §§ 5.77.020.J, 5.77.030.9)**

I, _____, declare under penalty of perjury that:
(Name of Proposed STR Operator for Primary residence STR)

1. The Property located at

(Primary Residence Address)

is my "Primary Residence" under Long Beach Municipal Code (L.B.M.C.) § 5.77.020.J, which defines "Primary Residence" as follows:

[A] person's permanent residence or usual place of return for housing as documented by at least two (2) of the following: motor vehicle registration; driver's license; voter registration; tax documents showing the residential unit as the person's residence; or a utility bill. A person may only have one (1) residence for the purpose of this Chapter and must reside there for a minimum of two hundred seventy-five (275) days during the calendar year. For properties with two (2) existing legally permitted dwelling units (e.g., a duplex), the term "primary residence" shall refer to the parcel of land and both units on that parcel.

2. I represent that Short-Term Rentals ("STRs"), as authorized by Chapter 5.77 of the L.B.M.C. ("Short-Term Rentals"), are permitted to operate in any legally permitted dwelling unit on the same parcel of land as the Primary Residence Address listed above, and that I have authority to operate such STRs.
3. I have attached copies of at least two (2) of the documents referenced in L.B.M.C. § 5.77.020.J to establish that the above-listed Address is my Primary Residence Address.
4. I have read, understand, and agree to ensure compliance with the terms of L.B.M.C. Chapter 5.77. I further understand that as the property owner or tenant of the Primary Residence, I am responsible for any violation and nuisance activity which may occur at the above-referenced Property as a result of my STR operation(s). I understand I shall not be relieved from any personal responsibility and/or liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the Short-Term Rental(s), regardless of whether such noncompliance was committed by me or the occupants of the Short-Term Rental(s) or their guests. I understand that I may be subject to criminal, civil, or other legal enforcement remedies established by law if I, or my occupants or guests, fail to abide by all applicable laws, regulations, and guidelines related to Short-Term Rentals in the City of Long Beach.
5. Pursuant to L.B.M.C. § 5.77.030.9, and FOR GOOD AND VALUABLE CONSIDERATION in connection with any STR operations at or upon the Primary Residence Property and/or parcel of land, I, for myself, my heirs, assigns, executors, administrators, spouse, and next of kin, agree as follows:

- a. I understand the nature of operating and hosting a STR; I am qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with STR operations; and that I knowingly and voluntarily accept and assume responsibility for each of these risks and dangers, including but not limited to medical and hospital bills, permanent or partial disability, death, and damage to property, caused by, or arising from, the STR operation;
 - b. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO PRESENT ANY CLAIM OR SUE the CITY OF LONG BEACH, its officials, employees, agents, departments, boards, and commissions, from and for any and all liability resulting from any personal injury, accident, illness, death, and/or property damage or loss, however caused, arising from, or in any way related to, the operation of a STR(s) at the above-referenced Primary Residence Address.
 - c. I hereby INDEMNIFY, DEFEND, AND HOLD the CITY OF LONG BEACH, its officials, employees, agents, departments, boards, and commissions, HARMLESS from any and all claims, demands, actions, suits, procedures, costs, expenses, damages, and liabilities, including but not limited to attorney's fees, caused by, or arising from, the operation of a STR(s) at the above-referenced Primary Residence Address.
6. I have read and understand this document; I understand that it relieves the City of Long Beach and its officials, employees, agents, departments, boards, and commissions from any and all liability caused by negligence; I further understand that I will give up substantial rights by signing it; and I sign voluntarily.
 7. This certification and indemnification agreement will remain in effect for three years from the date of execution specified below unless expressly revoked by me in writing as provided by law.

(STR Operator Signature)

(Printed Name)

(Date)

***The Primary Residence Certification portion of this form automatically expires when the above-referenced address is no longer the STR Operator's Primary Residence as defined by L.B.M.C. § 5.77.020.J.**

To request this information in an alternative format or to request a reasonable accommodation, please contact the Development Services Department at longbeach.gov/lbds and 562.570.3807. A minimum of three business days is requested to ensure availability; attempts will be made to accommodate requests with shorter notice.