

# MIAMI SHORES VILLAGE



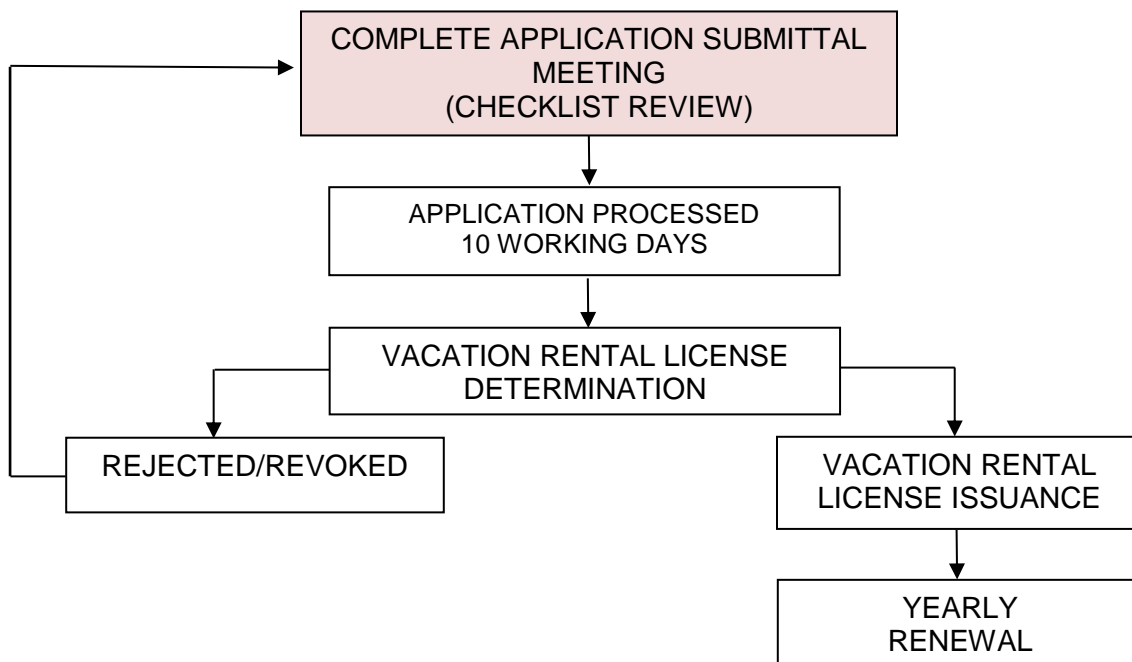
10050 Northeast Second Avenue  
Miami Shores, Florida 33138  
Telephone (305)795-2207 Fax (305)756-8972  
[www.miamishoresvillage.com](http://www.miamishoresvillage.com)

## VACATION RENTAL LICENSE APPLICATION

Purpose: The Vacation Rental License shall be valid for one year only, and must be renewed annually. The license shall be valid only for the person to whom it was issued and shall not be subject to sale, assignment, or transfer, nor shall the license be valid for any premises other than that for which it was originally issued. Please refer to the appropriate sections of the Village's Code of Ordinance, Chapter 12 – Housing Article XIII – Vacation Rentals available at [www.municode.com](http://www.municode.com) for details pertaining to requirements governing the operation of all vacation rentals in Miami Shores Village.

This application, with all supplemental data and information, must be completed in accordance with the specific instructions in this application. Complete applications and all supplemental information must be filed with the **Neighborhood Services Department**. Incomplete applications will not be accepted, if application is rejected, no refunds are permitted. **FEES:** New application \$750.00. Renewals \$500.00

**PLEASE NOTE:** All application materials become the property of Miami Shores Village and is subject to public records law. Applications are processed in the order received. The Village will process your application within ten (10) business day.



# VACATION RENTAL LICENSE APPLICATION

<b>Address of Property:</b>	
<b>Folio Number:</b>	
<b>Number of Bedrooms:</b>	<b>Occupancy:</b>
<b>Zoning District:</b>	<b>Septic System:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO

## PROPERTY OWNER AND APPLICANT INFORMATION SHEET

Please Print or Type

<b>Property Owner's Name</b>		
<b>Corporation Name, if applicable</b>		
<b>Address, City, State, Zip</b>		
<b>E-mail Address</b>		
<b>Phone Number Day</b>	<b>Cell Number</b>	
<b>Fax Number</b>		
<b>Name of Authorized Agent:</b> <small>Authorized person cannot apply for Vacation Rental License.</small>		
<b>Address, City, State, Zip (Local address)</b>		
<b>E-mail Address</b>		
<b>Phone Number Day (Local number)</b>	<b>Cell Number</b>	
<b>Fax Number</b>		

### APPLICATION REQUIREMENTS CHECKLIST:

<input type="checkbox"/> Vacation Rental Application <input type="checkbox"/> Application Fee: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Indemnification Form (fully executed) <input type="checkbox"/> Affidavits (fully executed) <input type="checkbox"/> Proof of Property Ownership <input type="checkbox"/> Florida Dept. of Revenue Certificate <input type="checkbox"/> Florida DBPR – vacation rental license <input type="checkbox"/> MDC Tax Collector Registration	<input type="checkbox"/> Local Business Tax Receipt: <input type="checkbox"/> Miami Dade County <input type="checkbox"/> Miami Shores Village <input type="checkbox"/> Condominium/Homeowner association approval letter <input type="checkbox"/> MDC – Fire Marshall Inspection Report <input type="checkbox"/> Copy of standard lease agreement for all renters <input type="checkbox"/> Certificate of Insurance with Certificate Holder as Miami Shores Village
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**IMPORTANT: THE PROPERTY OWNER AND APPLICANT MUST EXECUTE AND ACKNOWLEDGE AFFIDAVIT AND STANDARDS.**

**OWNER'S AND APPLICANT AFFIDAVIT**

I/We \_\_\_\_\_ as Owner(s) OF PROPERTY located at \_\_\_\_\_ desire to file an application for VACATION RENTAL LICENSE and I/WE understand and agree with the following Standards of Operations of Chapter 12:

1. I do hereby also acknowledge that by signing below I grant authorization to Miami Shores Village to inspect the premises of the vacation rental before issuance of a vacation rental license and at any other time after issuance of the license concerning use and occupancy, and, compliance with Miami Shores Village Code of Ordinances Chapter 12 Housing. Signature also certifies that the owner or authorized agent in the case of a corporation or trust, has read and examined this application and knows that same is true and correct.
2. I understand and agree that the agent is authorized by the owner to take remedial action and respond to any violation of this code; and maintains a residence or office located in Miami-Dade County and is authorized to accept service of process upon the applicant.
3. I understand and agree that any advertising of the vacation rental shall conform to the information included in the approved vacation rental license application including the number of bedrooms that may be rented and the number of renters that may occupy the premises. A statement must be included in any advertising stating, "It is unlawful to allow for a sexual offender or sexual predator to occupy this residence. **Any advertisement will include the Vacation Rental License number.**
4. I understand and agree that the licensee shall at all times maintain current guest registration records which contain the following information about each guest: (a) the guest's name; (b) home address; (c) signature; and (d) dates of accommodation. The registration records shall be kept on file for three years and made available for inspection by village officials during regular business hours or upon demand in the case of an emergency.
5. I understand and agree that no licensee shall knowingly permit any criminal activity or public nuisance to take place in or about the vacation rental. If a licensee knows, is informed of, or suspects that any criminal activity or public nuisance is taking place in the vacation rental, that person shall immediately notify and cooperate with the Miami Shores Village Police Department.
6. I understand any violation as set forth in section 12-270 of the Miami Shores Village Code of Ordinance may result in the village, through its village attorney or police department, applying for an administrative search warrant to enter upon the premises of any residence subject to this section. Each day that such violation exists shall constitute a separate and distinct offense.
7. I understand and agree that the maximum number of occupants in a vacation rental shall be no more than one person per 150 gross square feet of permitted air-conditioned living space of the dwelling unit for which the license is issued, and in no event shall overnight occupants exceed two persons per vacation rental plus two persons per bedroom in the vacation rental. However, occupancy may be reduce to the Department of Health requirements if property is served by a septic system. The occupancy restriction set forth herein is a maximum occupancy. Renting bedrooms in excess of what is allowed or exceeding the occupancy limit for renters is grounds for revocation of the vacation rental license.
8. I understand and agree that an evacuation diagram identifying all means of egress from the vacation rental and the building in which it is located shall be placed in a conspicuous place near the inside front entrance door of each bedroom within each vacation rental.
9. I understand and agree that no licensee shall serve or otherwise provide alcohol to any guest. Each guest shall be provided soap, clean individual bath cloths and towels, and clean linen in good repair.

Linens and bath cloths and towels shall be changed between each change of occupants. The vacation rental shall be cleaned and sanitized between occupancies and all food, beverages and alcohol shall be lawfully disposed. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between occupancies. Any licensee who provides food to guests shall comply with all applicable food handling and licensing requirements.

10. I understand and agree that the name and phone number of the local contact person and the vacation rental licensee shall be posted in a conspicuous place near the entrance of the vacation rental.
11. I understand and agree that all vehicles associated with the vacation rental must be parked within the subject property in compliance with the Code of Ordinances of Miami Shores Village; and
12. I understand and agree that all guests to the vacation rental shall comply with all applicable village, county, state and federal laws, rules, regulations ordinances and statutes.
13. I understand and have been advised that the rental of all, or substantially all, of a home may constitute abandonment of the homestead exemption pursuant to Florida. State Statute 196.061. Instances or evidence found in reference to possible homestead fraud will be reported to the Miami Dade County Property Appraisers Office, which may result in further activity.

CERTIFY THAT ALL THE ABOVE INFORMATION IS TRUE AND CORRECT, AND I UNDERSTAND THAT ANY FALSE STATEMENTS CONSTITUTE A VIOLATION OF FLORIDA STATE STATUTES § 832.02 AND WILL RESULT IN THE REVOCATION OR DENIAL OF THE VACATION RENTAL LICENSE AND PROSECUTION IN ACCORDANCE WITH THE LAW. I HEREBY AGREE TO OPERATE THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH ALL THE LAWS OF THE STATE OF FLORIDA AND THE LAWS AND ORDINANCES OF THE MIAMI SHORES VILLAGE. FURTHERMORE, I UNDERSTAND THAT THE ISSUANCE OF THIS LICENSE IS CONDITIONED UPON THE COMPLIANCE WITH ALL ORDINANCES AND THE RESULTS OF ANY INVESTIGATIONS OF THE ABOVE DESCRIBED PROPERTY.

I/We as the owners of the subject property:

Do hereby authorize \_\_\_\_\_ to act on my/our behalf as the AUTHORIZE AGENT.

**OATH OR AFFIRMATION**

STATE OF FLORIDA, COUNTY OF MIAMI-DADE:

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by.

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by.

\_\_\_\_\_  
**Signature of Property Owner(s)**

\_\_\_\_\_  
**Signature of Authorized Agent(s)**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Notary Public-State of Florida

\_\_\_\_\_  
Signature of Notary Public-State of Florida

\_\_\_\_\_  
Name of Notary Typed, printed or stamped

\_\_\_\_\_  
Name of Notary Typed, printed or stamped

NOTARY SEAL :

NOTARY SEAL :

(Please check one)

Personally known to me; or  Produced identification.

(Please check one)

Personally known to me; or  Produced identification.

Type of Identification Produced:

Type of Identification Produced:

\_\_\_\_\_.

\_\_\_\_\_.

NOTE: I/We understand that if my/our request is denied, I/We have ten (10) days from the date of written denial from the Village Manager or Designee to appeal the decision to the Village Council.

# HOLD HARMLESS AND INDEMNIFICATION FORM VACATION RENTAL LICENSE

I, the undersigned, \_\_\_\_\_  
on behalf of my (it) self and on behalf of any employee, guest, or invitee, ("Property Owner") agree to indemnify, defend and hold harmless, Miami Shores Village including its agents, employees and officers, from and against any and all actions, in law or in equity, from liability, losses, claims of damages, demands or judgment, including reasonable attorney's fees and costs of defense which Miami Shores Village may incur as a result of any claims, demands, suits, causes of actions, or proceedings arising out of or in connection with (1) any act, error or omission of the Property Owner in connection with the Vacation Rental License Application; (2) Miami Shores Village's enforcement of the standards prescribed in Article XIII, Vacation Rentals, of the Village Code of Ordinances; and (3) the actions or inactions of the Property Owners in regards to the Vacation Rental use and activities permitted by the License identified above, on the property listed below. I furthermore assume responsibility for the activities perform under the Vacation Rental.

Property Address:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

State of Florida  
County of Miami-Dade:

I HEREBY CERTIFY that the foregoing Indemnification and Hold Harmless was acknowledged before me by means of \_\_\_\_physical presence or \_\_\_\_online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a [STATE] [BUSINESS ENTITY], on behalf of said company. He/She is personally known to me or produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# VACATION RENTAL LICENSE APPLICATION

## INTERNAL USE ONLY

DATE OF APPLICATION \_\_\_\_\_

APPLICATION RECEIVED BY \_\_\_\_\_

### REVIEWS:

Planning, Zoning & Resiliency Department: Date \_\_\_\_\_

APPROVED  DENIED COMMENTS: \_\_\_\_\_

Building Department: Date \_\_\_\_\_

APPROVED  DENIED COMMENTS: \_\_\_\_\_

Neighborhood Services Department: Date \_\_\_\_\_

APPROVED  DENIED COMMENTS: \_\_\_\_\_

---

### VACATION RENTAL LICENSE DETERMINATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED  REJECTED

CONDITIONS:

\_\_\_\_\_!

\_\_\_\_\_!

\_\_\_\_\_

Vacation Rental License Number: \_\_\_\_\_

Expiration date \_\_\_\_\_