

5. Vacation Rentals:

a. As used in this section, the following definitions apply:

- i. *Third-Party Platform Entity* means any person, service, business, company, marketplace, or other entity that, for a fee or other consideration, provides property owners and responsible parties a platform or means to offer Vacation Rentals to transient occupants, whether ~~through~~ through the internet or other means.
- ii. *Responsible Party* means the owner of the property and any person or entity authorized by the property owner to represent, manage, operate, or to obtain all necessary licensing for a Vacation Rental and who will be responsible for ensuring compliance with all regulations related to Vacation Rentals as listed in the application for a Vacation Rental special use permit.
- iii. *Transient Occupant* means any person who rents or occupies any dwelling unit or part thereof for less than 30 days or one (1) calendar month, whichever is less, and any guest or invitee of such person.
- iv. *Vacation Rental*, also called a short-term rental, means any dwelling unit or residence, including, but not limited to, any single family or any unit or group of units in a condominium, cooperative, or apartment building, that is rented in whole or in part, to a transient occupant, which is advertised or held out to the public as a place that may be rented to a transient occupant, ~~but shall not include~~excluding a hotel, motel, or bed and breakfast as defined or referenced in the LDR, more than three (3) times in a calendar year for periods of less than 30 days or one (1) calendar month, whichever is less.

b. Vacation Rental property owners, managers, agents, and assigns, shall comply with all requirements of the Code of Ordinances (CO) and the LDR, along with the following standards for the operation of a Vacation Rental:

- i. Duties of the Vacation Rental Representative or Responsible Party. The Responsible Party shall be available to respond 24 hours per day, seven (7) days per week to any issue ~~that arises~~ related to the Vacation Rental. The Responsible Party shall respond within one (1) hour of contact regarding an issue and be on-site within two (2) hours, if required.
- ii. Maximum Overnight Occupancy. Maximum overnight occupancy for Vacation Rentals shall be limited to two (2) persons per bedroom, excluding children under the age of three (3), for overnight use. At all other times, the maximum occupancy for vacation rentals shall not exceed the maximum overnight occupancy of the rental, plus four (4), excluding children under the age of three (3). For the purpose of this section "overnight" means 11:00 ~~p.m.~~PM until 6:00 ~~a.m.~~AM the following day.

- iii. Vacation Rental Parking Standards. Overnight parking for Vacation Rentals shall be limited to, not including vehicles fully parked in garages, one (1) vehicle per bedroom, with a maximum of four (4) vehicles. Vacation Rentals with more than four (4) bedrooms and on a parcel ~~which~~that is one (1) acre in size or greater may park one (1) additional vehicle for each bedroom greater than four (4). Notwithstanding the maximums above, the maximum overnight parking is further limited to the number of vehicles that can be properly parked on a driveway, parking apron, or designated hard-surfaced parking area. Vehicle parking ~~which is not~~ in a garage, on a driveway/parking apron, or in a designated parking area is prohibited. At all times, all automobiles shall be parked in an approved off-street parking space or driveway on the property. The parking of automobiles on a swale, lawn, landscape area, within the public right-of-way, or sidewalk is prohibited.

- iv. Required Occupant Search. The Responsible Party for all Vacation Rental properties is required to conduct a nationwide search to confirm that the prospective Transient Occupant(s) is/are not a registered sexual offender or sexual predator as a result of a conviction of a sexual offense. If the Third-Party Platform Entity used by the Responsible Party conducts the search, the Responsible Party may rely upon that search to satisfy this requirement. The Department of Justice offers a free search for all states on the National Sex Offender Public Website. ~~Further, if a Vacation Rental property is located within 2,500 feet of a school, child care facility, park, or playground, it is a violation of Wellington's CO to allow any person to establish a temporary, permanent, or transient residence with knowledge that such person is a registered sexual offender or registered sexual predator in any jurisdiction.~~ If requested by Wellington, the Responsible Party shall provide proof of search(es). Proof of searches shall be maintained by the Responsible Party for a minimum of 180 days. At booking, occupants must be informed, in the listing, that all adult occupants must register with the Third-Party Platform Entity for the purpose of allowing said entities to do background checks and screenings. If the Responsible Party books direct, they must perform a background check of all adult occupants to ensure that the occupants do not have a felony criminal record and do not appear on the Megan's Law list, as maintained by the Florida Department of Law Enforcement. If the Third-Party Platform Entity does not register all adult occupants, said registration will be incumbent on the Responsible Party. Within 24 hours of check-in, the Responsible Party must visit the property and check that all of the IDs of adult occupants staying at the property match the occupant record of the booking.

- v. Sexual Offenders and Predators Prohibited. If a Vacation Rental property is located within 2,500 feet of a school, child care facility, park, or playground, it is a violation of Wellington's CO to allow any person to establish a

temporary, permanent, or transient residence with the knowledge that such person is a registered sexual offender or registered sexual predator in any jurisdiction.

- vi. Prohibited Use of Property for Unlawful Use. The Responsible Party and all Transient Occupants shall abide by all applicable state and local public nuisance regulations, including but not limited to, regulations that prohibit any place or premise from being used as the site for the unlawful sale or delivery of controlled substances, prostitution, human trafficking, youth and street gang activity, gambling, illegal sale or consumption of alcoholic beverages, or lewd or lascivious behavior.
- vii. Pet Standards. If the Responsible Party permits Transient Occupants to have pets at the ~~vacation~~ Vacation rental ~~Rental~~, such pets shall, at all times, be secured within the property lines or on a leash, but shall not be tethered. Continual nuisance barking by pets is prohibited.
- viii. Swimming Pools. All swimming pools on-site must have in place at least one (1) pool safety feature listed in section 515.27, Florida Statutes.
- ix. Compliance with Laws. The Responsible Party must comply with all applicable local, state, and federal regulations, including but not limited to, applicable laws pertaining to anti-discrimination, disability, and fair housing.
- x. Required Posting at Vacation Rental. To provide a safety benefit for the neighborhood, and maximize compliance with rules and standards by the occupants, the owner of the Vacation Rental shall post a notice, as provided by the Village of Wellington, of Wellington's applicable ordinances in a location on the property that is clearly visible to the occupants.
- xi. Unit Rental Standard. The Vacation Rental shall be rented as a whole unit to a Transient Occupant or Transient Occupant party, however, an individual sleeping room may be offered for rent if the unit is the primary residence of the Property Owner and the Property Owner is on-site.
- xii. Required Up-to-date Contact Information. The Responsible Party shall provide Wellington with valid, up-to-date contact information for both the Property Owner and ~~any and~~ all property managers, or anyone who has been granted operational authority over the property.
- xiii. Human Trafficking Certification. The Responsible Party shall take proper training, and receive certification in Human Trafficking prevention. The Responsible Party ~~should~~ must be able to show proof of certification upon request.

- xiv. Use of Vacation Rental. The Vacation Rental is intended for use and occupancy of the property by the registered guests and is limited by the maximum occupancy as provided in the Special Use Permit. No parties or events that exceed the maximum permitted occupancy are permitted at a Vacation Rental.
- c. Vacation Rental Special Use Permit Requirements. No property owner, Responsible Party, or Third-Party Platform Entity shall offer a Vacation Rental, or allow any person to rent or occupy any property as a Vacation Rental, without first obtaining a Special Use Permit from Wellington and then obtaining a Business Tax Receipt (BTR) from Wellington and Palm Beach County. Any property owner operating a Vacation Rental without a Special Use Permit shall be subject to a penalty. A written notice shall be issued to the property providing 15 business days to apply for the Special Use Permit. If the property owner has not applied as required by the notice, a penalty of \$300 will be added to the application fee. The property owner will also be subject to an additional penalty of \$100 for every 30 days or a portion thereof after the initial 15-day period until the application is submitted and determined to be sufficient. A Special Use Permit shall be required for each unit subject to the requirements of the Vacation Rental supplemental regulations. The Special Use Permit is not transferable. A Special Use Permit application for a Vacation Rental shall be required for all ~~existing and future~~ Vacation Rentals. The Special Use Permit is not required to be renewed. The property owner and Responsible Party shall both be listed on the Special Use Permit and BTR application. All documentation required by the Florida Department of Business and Professional Regulation shall be provided with the Special Use Permit and BTR application. Additionally, the applicant must submit the Vacation Rental Affidavit for the Special Use Permit, which shall contain the following:
- i. Address of the Vacation Rental;
 - ii. Name, address, phone number, and email of the property owner;
 - iii. Name, address, phone number, and email of the Responsible Party;
 - iv. ~~Name and contact information for~~ of the Third-Party/Platform Entity or Entities on which the Vacation Rental is, or will be, listed;
 - v. Statement that the Responsible Party is, or will be, remitting all applicable County business tax and tourist taxes as required by the County and State. If the Third-Party/Platform Entity will be remitting all such taxes associated with the Vacation Rental on behalf of the Responsible Party, then the applicant must disclose this as part of the affidavit;
 - vi. Statement that the Responsible Party is the designated agent of the property owner and has authority to offer the property as a Vacation Rental,

and that the property owner consents to Responsible Party accepting civil citations on behalf of the property owner;

- vii. ~~Statement of providing the number of rooms and occupancy of the dwelling unit that will be used for a Vacation Rental;~~
 - viii. Statement acknowledging that the Vacation Rental must ~~be licensed with~~possess:
 - a) ~~A license with~~ The Department of Business and Professional Regulation (DBPR), and registeredregistration with the Florida Department of Revenue, or successor agency, for the purposes of collecting and remitting applicable state taxes and that all such state taxes have been, or will be ~~are~~ paid in full. If taxes are not ~~filed~~ paid by a Third-Party Platform Entity, in bulk, or individually, for the Responsible Party, said party must pay such taxes, and maintain records for ~~tax~~ such payments and make them available for inspection, if requested; and
 - b) ~~The Palm Beach County Tax Assessor's Office and licensed with~~ A Palm Beach County Business Tax Receipt (BTR) and a Palm Beach County Tax Collector's Office Tourism Development Tax (TDT) account, and proof that all such licensure and taxes are paid in full.
 - ix. Statement acknowledging that the property is, and will at all times during which it is used as a Vacation Rental, be in compliance with the Vacation Rental standards set forth in this section, along with all other applicable CO and LDR regulations, such as noise, vehicle parking, and garbage;
 - x. ~~Statement Acknowledging~~ and provide a copy of the consent from any governing homeowners association, condominium association, or property owner's association with the BTR application;
 - xi. Statement acknowledging that sexual offenders and sexual predators are prohibited at the Vacation Rental; and
 - xii. Statement that all safety measures and features for swimming pools are, and will be at all times, maintained in compliance with the Vacation Rental regulations; ;
- d. Permit Information Maintenance. The property owner, Responsible Party, and Third-Party/Platform Entity information shall be maintained regularly. When there are changes, notification must be submitted to Wellington's Planning Department and Business Tax Official within fifteen (15) calendar days of the changes. All documentation must be readily available for inspection by Wellington at any time. A new Special Use Permit shall be required for any change in ownership or modification to the Vacation Rental that increases the gross square footage,

increases the number of bedrooms, maximum occupancy, or number or location of parking, or any other material modification that would increase the intensity of the use.

e. Offenses/Violations ~~Penalties~~, Suspension, Revocation, and Appeals:

i. Offenses/violations:

- a) Non-compliance with any provision of the ~~§~~ Supplemental Standards for Vacation Rentals shall constitute a violation of this Article by the property owner and may be enforced as provided by law.
- b) Upon a finding of a violation of the Supplemental Standards for a Vacation Rental by the Special Magistrate, each day a violation exists shall constitute a separate and distinct violation, except that violations regarding maximum occupancy shall constitute a single violation for a rental period.

- ~~f.~~ c) A violation of any provision of the Supplemental Standards for a Vacation Rental shall constitute a Class III civil infraction by the property owner. Violations may be enforced by a Code Compliance Officer or a Law Enforcement Officer in accordance with Chapter 2 of Wellington's ~~Code of Ordinances~~ CO and LDR, or as otherwise provided by law. Further, Wellington finds that violations of this Article present a serious threat to the public health, safety, and welfare of its residents, or are irreparable and irreversible. Accordingly, a ~~Code Enforcement~~ Code Compliance Officer or Law Enforcement Officer is authorized to issue a citation pursuant to this section without issuing a written warning/notice, as provided in Section 2-45 of the Wellington ~~Code of Ordinances~~ CO. Service by certified mail to the property owner shall constitute valid service of a civil citation pursuant to Wellington's ~~Code of Ordinances~~ CO Section 2-45.

- ~~f.~~ ii. Suspension: In addition to the fines and other penalties described herein, or provided by law, the ~~Planning Director, or designee~~ Special Magistrate may enter an order for suspension upon the finding of violation(s), may suspend a Special Use Permit in accordance with the following:

- a) Upon a second violation and/or two (2) citations [paid or adjudicated] within a ~~42~~ six (6)-month period – up to a period of thirty (30) calendar days.
- b) Upon a third finding of violation and/or three (3) citations [paid or adjudicated] within a ~~42~~ six (6)-month period – up to a period of one hundred eighty (180) days.
- c) Upon a fourth finding of violation and/or four (4) citations [paid or adjudicated] within a ~~42~~ six (6)-month period – up to a period of three hundred and sixty-five (365) days.

- d) A suspension shall begin immediately following notice of suspension, commencing either at the end of the current lease period or within thirty (30) calendar days, whichever date commences earlier.
 - e) ~~Operation during any period of suspension shall be deemed a violation and shall be subject to a daily fine, up to one hundred and twenty-five dollars (\$125) or to the maximum amount as otherwise provided by the Florida Statutes for repeat violations, for each day that the rental operates during a period of violation.~~
- g. ~~Upon a fully adjudicated violation of the Wellington Noise ordinance, the Planning Director may require the Responsible Party to install and maintain a noise monitoring system that will alert the Responsible Party to any sound levels above the approved levels set by the Wellington noise ordinance. The Responsible Party shall be required to maintain records for the device for up to 2 years and may be inspected by the city upon request.~~
- h. iii. Revocation/Denial:
- a. The approval Special Use Permit may be revoked by the Planning Director/Special Magistrate upon the fifth (5th) finding of violation by the Special Magistrate and/or citation [paid or adjudicated], as described in the above sections, within a ~~12~~six (6)-month period. The revocation by the Special Magistrate may be for up to two (2) years.
 - b. Revocation action may also be imposed/ordered by the Special Magistrate by Wellington fFor a single offense involving a felony or misdemeanor charge, if the action occurred on the subject property, and resulted in injury to an occupant or visitor to the property or involved underage drinking, drugs, or prostitution charge(s), the Planning Director may temporarily suspend a Vacation Rental Special Use Permit or withhold issuance of the permit until such time as the Special Magistrate conducts a hearing, at the earliest opportunity, and may revoke or deny the permit. If a Vacation Rental Special Use Permit is ordered revoked or denied by the Special Magistrate in this instance, the property owner may not reapply for a Vacation Rental Special Use Permit for two (2) years from the date of the Special Magistrate order.
 - c. The revocation or denial shall be voided if the property changes ownership. The revocation may be reinstated if the property owner enters into an agreement with Wellington approved by the Special Magistrate that includes a written action plan outlining the specific measures the property owner will take to curtail or eliminate the re-occurrence of activities that prompted the revocation. This shall not apply to revocations for a felony charge.

- iv. No Refund of Permit Fee. The property owner shall not be entitled to any refund of the permit fee for any portion of the unexpired term because of revocation or suspension of the Vacation Rental special use permit.

- v. Appeals: All appeals of suspensions, revocations, or denials of a Vacation Rental Special Use Permit ~~shall be made to~~ by the Special Magistrate ~~in accordance with Chapter 2, Article IV of the Code of Ordinances shall be governed by F.S. § 162.121.~~

- f. Noise Monitoring System Requirement. If law enforcement has responded to three (3) or more noise complaints at a Vacation Rental within a six (6)-month period and confirmed the noise that formed the basis for the complaints was unreasonably loud as defined in the CO, the Responsible Party shall install and maintain a noise monitoring system that will alert the Responsible Party to any sound levels above the approved levels set by the Wellington Noise Standards. The Responsible Party shall be required to maintain records for the device for up to one (1) year which may be inspected by Wellington upon request.