



## AFFIDAVIT Not Operating as Vacation Rental

Before me, the undersigned authority, personally appeared the affiant, who upon first being duly sworn, deposes and says under penalty of perjury:

1. I acknowledge that I am an authorized representative of the following individual or entity:

\_\_\_\_\_  
(Name of individual or entity; "Property Owner")

I acknowledge that the Property Owner is the registered owner of the following real property in the City of Deerfield Beach (the "City"):

\_\_\_\_\_ (the "Property").

2. I acknowledge that I have read Section 98-106 of the City Land Development Code, entitled "Vacation rentals", which makes it "unlawful for any person to operate a vacation rental within the corporate limits of the City without first registering the vacation rental with the planning and development services department." I have also read the definition of "Vacation rental" set forth in Section 98-3 of the Land Development Code, which reads as follows:

*Vacation rental* means any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is rented to transient occupants more than three (3) times in a calendar year but for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to transient occupants, but that is not a timeshare project.

3. I further acknowledge, pursuant to Section 98-106(d) of the Land Development Code, that advertising, listing or posting a property on the internet, in a newspaper advertisement or other similar publication as being available for use as a vacation rental creates a rebuttable presumption that the property owner is operating it as a vacation rental.
4. I hereby state and represent, under penalty of perjury, that the Property is not being operated as a "vacation rental", and that the following statements are true and accurate:
  - A. No current lease(s) or other agreement(s) exists between the Property Owner and another party for use of the Property as a "vacation rental" (as defined by City Code), and the Property Owner has not authorized any such lease or agreement;
  - B. All forms of advertising that may have been in existence related to the operation of the Property as a "vacation rental" have been removed and I understand that the Property must be properly registered with the City as a "vacation rental" in accordance with Section 98-106 of the Land Development Code before the Property may be lawfully advertised as available for use as a "vacation rental."

- C. I understand that if the Property is operated as a "vacation rental" without the required registration with the City as required by the Land Development Code, such operation is a code violation that may subject the Property Owner to fines, injunctive action, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.
- 5. I further acknowledge and understand that, if at any time the statements attested to above are no longer true, the Property Owner is responsible for: (i) informing the City of any change, and (ii) complying with the City Code and Land Development Code, including paying the registration fee, together with any applicable late fees and penalties.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title (if applicable)

SWORN TO AND SUBSCRIBED Before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ (Affiant), who is personally known to me or has produced \_\_\_\_\_ identification.

My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

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

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)