

3.1 Home Business Application Form

Owner(s): _____ Email: _____

Address: _____

Phone #: _____ Alt. _____

Please provide the following information:

Fully describe the type of business in the home that is proposed, including hours of operation, equipment needed, etc. _____

Is the intended business use involving short-term rental of the property (yes or no) ? _____
A "Short-Term Rental" is a Single Family Lot or Dwelling rented for monetary consideration of more than \$15.00 per night for period of time less than thirty (30) consecutive days , not including a residency unit or hotel.

If the intended use is for "Short Term Rental" you must answer all of the following questions in addition to the remainder on the application:

1. Will the record owner(s) of the property continue to reside at the property? _____
If "NO" list all persons who will reside at the property other than short-term renters (attach list if space is insufficient)? This shall serve as a Statement of Residency under the applicable covenants:

2. How many spaces in your garage are available at all times for parking vehicles? _____
3. How many vehicles can be parked on your driveway? _____
4. How many total bedrooms are located in the home? _____
5. How many bedrooms will be made available for short-term rental in the home? _____
6. What is advertised total occupancy limit for the home on the property (if any)? _____
7. What is the advertised shortest stay for a renter (number of nights) at the property? _____
8. What is the advertised longest stay for a renter (number of nights) at the property? _____
9. How will the property be advertised for rental (please list all web sites, real estate professionals and/or third party listing sites and contact information for each service)?

10. Please provide the Texas Questionnaire for Hotel Occupancy Tax as submitted to the Comptroller for the State of Texas. Do you intend to pay hotel occupancy taxes? _____
11. What is the anticipated average number of nights per year you intend to rent the portion of the property made available for short-term rental? _____
12. Name of the Designated Responsible Party (definition below) if NOT the record owner?

(a) Address _____
(b) Email address _____
(c) Telephone Number _____
(d) Alternate phone number _____

"Designated Responsible Party" is a person residing in the area who is available to immediately respond

to any issues arising from the Short-Term Rental, whether it be related to guests, public safety, covenant enforcement, utilities or other necessary inquiries.

Percentage of floor area that will be used for the home business: _____ %

Please explain fully: _____

How will the business be advertised?

Will the profession or home industry employ persons not living at that location but who work at, or travel to the profession or home industry? **(yes/no)** How many?

Will clients, customers, or other persons frequently travel to or from the residential lot in connection with the profession or home industry? **(yes/no)** How will personal contact be made? _____

What effect will the profession or home industry have on adjacent residents?

Will the profession or home industry cause or result in trucks with a license or rated capacity greater than one ton, tractor-trailer cabs or trailers, or other vehicles, to park on or near said residential lot; or equipment and/or supplies to be openly stored on or nearby said residential lot? _____

What vehicle will be used? _____

Will there be any sign or other writing displaying the name or identity of the profession or home industry (except signs attached to vehicles which do not include the home address) located upon said lot in a manner that same is visible from any public or private street?

Will the profession or home industry be conducted upon any portion of the lot which is visible from a public or private street?

What impact will the operation of this business have upon the residential character of the neighborhood?

(For Office Use Only)

THE WOODLANDS TOWNSHIP * THE WOODLANDS, TEXAS 77381
2801 Technology Forest Blvd. * 281-210-3973 * Web site: www.thewoodlandstowship-tx.gov

Village _____ Lot _____ Blk _____ Sec _____ Permit # _____ Page _____ of _____

OWNER CERTIFICATION, HOLD HARMLESS, WAIVER AND RELEASE OF LIABILITY AGREEMENT

1. The information set out above and included with this Application is accurate and complete.
2. The improvements will be completed in accordance with the approved application.
3. The improvements will not affect existing surface water flows at the lot boundaries.
4. Agents or employees of The Woodlands Township have my permission to enter the property during normal business hours.
5. Construction is not to begin until approval has been received from the Plan Review Committee

Owner understands that The Woodlands Township does not review plans or intended use for compliance with applicable laws or codes, and that it is the duty of the owner and the owner's contractors or consultants to design and construct the proposed improvements and use according to applicable laws, codes and sound practices. Owner hereby releases and agrees to hold The Woodlands Township, The Development Standards Committee, and their agents and employees harmless from any cost or liability arising out of the review or approval of plans for the proposed improvements and/or use.

Improvements, including but not limited to swimming pools, associated walls, decking, spas, room additions, summer kitchens may not be located within a covenant easement, additional easement, or beyond a platted building line. Any improvement constructed within an easement without the consent of the easement holder is subject to removal by that easement holder. Any action by the Plan Review Committees as established in the Residential Development Standards, only applies to the Covenant Easements. The owner must contact the additional entities for approval within an easement. Placement of the improvements is at the owner's risk.

All Covenants and CenterPoint Energy Easements must be verified and reflected on application materials, including but not limited to surveys. Any improvements must comply with all Covenants and Easements.

Homeowner/Contractor Checklist:

- Verify all Covenants and Easements applicable to your property.
- Ensure all Covenants and Easements are represented on your survey and associated materials.
- Clearly mark improvements in relation to the **Covenant Easement**.
- Clearly mark improvements in relation to the **CenterPoint Energy Easement**
- Ensure all application materials accurately and completely account for these Covenants and Easements.
- Construction must be completed within 120 days of Plan Approval.

Owner understands that it is the duty of the owner and the owner's contractors or consultants or agents to design and construct the proposed improvements and to use the Property in strict accordance with and according to applicable laws, code and sound practices. In consideration of being able to propose residential improvements and business use of the Property, Owner hereby releases, waives, discharges, covenants not to sue and agrees to hold The Woodlands Township, The Plan Review Committees, and their agents and employees harmless from any cost or liability arising out of the review or approval of plans for the proposed improvements and/or uses of the subject Property and to indemnify the releases and each of them from any loss, liability, damage, claim or demand, to or from property or person, or cost on account of the proposed improvements and/or use.

Owner Signature

Date

(For Office Use Only)

Approval Date _____ DSC Staff Int. _____ Int. _____

CONDITIONS OF APPROVAL:

SUPPLEMENTAL ACTIONS AND CONDITIONS

Approval Date _____ DSC
