



Home Occupations

Division of Planning, Engineering, and Environmental Compliance
City of Monterey

Introduction

The Zoning Ordinance defines a "home occupation" as a business activity conducted in a residential unit that is incidental to the principal residential use of the lot or site. In order to operate a business from your home, you must first have 1) a home occupation permit and then 2) a business license. Applicants apply for a home occupation permit and obtain a tentative approval from the Planning Office and then apply for a business license at the Revenue Department.

A complete Home Occupation Permit application will consist of the following:

- A completed Application Form with Filing Fee.
- Applicant's and the Property Owner's original signatures must appear on the application.
- If the proposed home occupation is in an apartment or condominium, the addresses of your immediately adjacent neighbors shall be submitted.

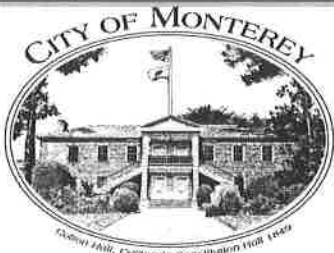
Restrictions

The following restrictions apply to the conduct of any home occupation.

1. No person other than a resident of the dwelling unit shall be engaged or employed in the home occupation, and the number of residents employed in the home occupation shall not exceed two.
2. A home occupation shall not create significant additional vehicular or pedestrian traffic to the residence.
3. No sign for the home occupation shall be displayed on the house or property.
4. No advertisement shall be placed in any media (newspaper, magazine, telephone directory, radio, television) containing the address of the property.
5. There shall be no visible storage or display of materials or products.
6. There shall be no exterior evidence of the conduct of a home occupation. A home occupation shall be conducted only within the dwelling unit or any accessory structure. Home Occupations shall not be permitted out of doors on the property.
7. The conduct of any home occupation shall not reduce or render unusable areas provided for the required off-street parking for the residents nor prevent the number of cars intended to be parked in the garage from doing so.
8. There shall be no process used in the home occupation which is hazardous to public health, safety or welfare. No toxic, explosive, radioactive or other restrictive materials not normally used in a single family dwelling shall be used or stored on the site.
9. There shall be no significant increase in use of utilities such as water, sewer, gas and electricity beyond that normal to the use of the property for residential purposes.
10. If at any time the home occupation becomes a nuisance to the neighborhood or the City of Monterey, the permit shall be reopened for review and possible revocation pursuant to Chapter 38, § 38-219, Enforcement Responsibilities.
11. The property owner must agree in writing to all proposed uses, if the applicant is a renter and not a property owner.

Review Procedure

1. Applicant submits an application fulfilling all the requirements at the Planning Office offices during counter hours 10 a.m. to 12:00 p.m. and 1:00 p.m. to 3:00 p.m., Monday through Friday.
2. Planning Office staff determines if the application is complete and appropriate and then tentatively approves or denies the application.
3. If tentatively approved, Planning Office Staff mails a notice to the adjacent property owners or tenants and the Neighborhood Association President indicating the action taken and providing 10 days from the date the Notice was mailed for filing an appeal of the decision.
4. The decision may be appealed to the Planning Commission for a fee. The notice of appeal shall be in writing and shall be filed in the Planning Office on a form provided by the City.



City of Monterey
Planning Office
Home Occupation
Permit Application

City of Monterey
PLANNING OFFICE
City Hall
Monterey, CA 93940
(831) 646-3885
Fax: (831) 646-3408

Applicant's Name: _____
Business Name: _____ **Phone:** (____) _____
Applicant's Street Address: _____
City: _____ **State:** _____ **Zip:** _____

Property Owner's Name: _____ **Phone:** (____) _____
Property Owner's Mailing Address: _____
City: _____ **State:** _____ **Zip:** _____

Business Description: _____

Location in your home where your business is conducted: _____
Percentage (%) of total floor area used for business: _____

I/we, _____, agree that my home occupation will conform to all of the following conditions and that violation of these conditions may result in revocation of this permit:

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10. If at any time the home occupation becomes a nuisance to the neighborhood or the City of Monterey, the permit shall be reopened for review and possible revocation pursuant to Section 38-219.
11. The property owner must agree in writing to all proposed uses, if the applicant is a renter and not a property owner.

I/we further declare under penalty of perjury that the information contained in this Permit, including any plans and documents submitted herewith, are true and correct to the best of my/our knowledge.

 Applicant Signature

 Date

 Property Owner Signature

 Date

To be completed by Planning Division Staff: Required Submittals: Owner's Signature: _____ Fee: _____	Permit No.: _____ Date Received: _____ Tentative Approval by: _____
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CITY OF MONTEREY INDEMNIFICATION AGREEMENT

On _____ (date) an application was submitted to the Planning Division on behalf of _____ (the "Applicant"). The project and/or zoning permit which is the subject of the Application, is described as a Home Occupation located at the following address: _____.

1. The Applicant agrees, as part of the application, to defend, indemnify, and hold harmless the City and its agents, officers, attorneys and employees from any claim, action, or proceeding (collectively referred to as "proceeding") brought against the City or its agents, officers, attorneys or employees to attack, set aside, void or annul:
 - a. Any approval of the above described application by City; and/or
 - b. An action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by its advisory agencies, appeal boards, or City Council.

The Indemnification Agreement is intended to include but not be limited to damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding.

2. The Applicant agrees to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. The Applicant agrees to defend, indemnify and hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.
4. In the event that the Applicant is required to defend the City in connection with such proceeding the City shall retain the right to approve:
 - a. The counsel to so defend the City;
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.

The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the applicant in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the Applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the immediately sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant;

5. The defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgment s rendered in the proceeding.

Signature

Date