

JEKYLL ISLAND- STATE PARK AUTHORITY
RESIDENTIAL RENTAL LICENSE ORDINANCE
August 16, 2010

Section 1: Purpose and intent.

The intent of this chapter is to:

- (a) Require that all Lessees of Residential Property obtain a rental License prior to offering such residential property for rental;
- (b) Establish standards for regulating the rental of Residential Property which will maintain and preserve the established coastal character and aesthetic quality of residential neighborhoods on Jekyll Island;
- (c) Promote the consistent provision of high quality, safe, and sanitary lodging on Jekyll Island;
- (d) Ensure compliance with residential and multifamily Leases on Jekyll Island by lessees, licensees, and other occupants of Residential Property; and
- (e) Establish procedures for enforcement of these regulations, and consideration of variances and appeals.

Section 2: Definitions.

For purposes of this such chapter, capitalized terms shall have the following meanings:

- (a) *Lease* or *Leases* means any residential or multifamily lease or leases for a residential property with the following use classifications as established under the Jekyll Island Plat and General Notice and Property Restrictions.

- A-L; Class A Limited Residential Areas
- A-M; Class A Multiple Residential Areas
- B-L; Class B Limited Residential Area
- B-M; Class B Multiple Residential Areas
- C-L; Class C Limited Residential Areas
- C-M; Class C Multiple Residential Areas
- APTS; Apartment House Areas.

- (b) *Lessee* means any person with any interest in a Lease whether as an initial party to such Lease, or as a successor or assign to the Lease.
- (c) *License* means a license issued under Section 3 of this chapter.
- (d) *Licensee* means any holder of a License authorized by this chapter.
- (e) *Percentage Rent* means all Percentage Rent required to be paid under a Lease.

JEKYLL ISLAND- STATE PARK AUTHORITY
RESIDENTIAL RENTAL LICENSE ORDINANCE

2

August 16, 2010

- (f) *Rental Agreement* means any written agreement setting the terms on which a Lessee or Licensee will Rent any portion of Residential Property to a Renter.
- (g) *Rental Amount* means the amount of consideration paid by a Renter to a Licensee as consideration for the right to occupy the Residential Property for a period of time.
- (h) *to Rent* means to permit or suffer occupancy of any Residential Property by a person who is not a Lessee in exchange for consideration of any type, provided however, for purposes of this chapter, the term Rent shall not include the assignment by a Lessee of its entire interest in the Lease to an assignee.
- (i) *Renter* means any occupant of Residential Property other than a Lessee who pays consideration to a Lessee for the right of occupancy.
- (j) *Residential Property* means any property with the following use classifications as established under the Jekyll Island Plat and General Notice and Property Restrictions.

A-L; Class A Limited Residential Areas
A-M; Class A Multiple Residential Areas
B-L; Class B Limited Residential Area
B-M; Class B Multiple Residential Areas
C-L; Class C Limited Residential Areas
C-M; Class C Multiple Residential Areas
APTS; Apartment House Areas.

Section 3. Rental License.

- (a) *License required.* It shall be unlawful for any Lessee (or any party acting for or through a Lessee) to Rent or offer for Rent any Residential Property or portion thereof without having first obtained a License from the Code Enforcement Officer, therefor, except as provided for in this chapter.
- (b) *Application for License.* All applications for Licenses under this section shall be filed with the Code Enforcement Officer, shall be completed on forms prescribed by the Jekyll Island Authority, and shall contain:
 - (1) The name, address and telephone number of owner(s) or Lessees of Residential Property;
 - (2) The street address or legal description of the Residential Property to be rented;
 - (3) The signatures of all Lessees having an interest in the Residential Property to be rented;

JEKYLL ISLAND- STATE PARK AUTHORITY
RESIDENTIAL RENTAL LICENSE ORDINANCE

3

August 16, 2010

- (4) The maximum adult occupancy to be permitted in the Residential Property under Rental Agreements, which shall be in compliance with all ordinances; and
- (5) Payment of the License Fee set forth in section (d) below.

(c) *Issuance of License.* The procedure for issuing a License shall be as follows:

- (1) Upon receipt of an application for a License, the Code Enforcement Officer shall ensure that the Lessee(s) are in compliance with the applicable Lease and this chapter.
- (2) No new License shall be issued to any Lessees which are not in compliance with the Lease governing the Residential Property to be Rented and this chapter.
- (3) If the applicant Lessee(s) is/are in compliance with the applicable Lease and this chapter, the Code Enforcement Officer shall issue a License and assign a License number to the Lessee.
- (4) The Code Enforcement Officer shall not be required to issue a License if the Code Enforcement Officer determines that the maximum adult occupancy set forth in the application is in excess of the parking and living space capacity of the Residential Property.

(d) *License fees.* License fees under this chapter shall be \$20.00 (twenty dollars) per calendar year (or any portion thereof) and shall be paid to the Jekyll Island Authority at the time of application under section (b) above.

(e) *Exemption.* Lessee(s) shall not be required to obtain a License where no consideration of any type is received (directly or indirectly) by such Lessee(s) in exchange for permitting an occupant to use or occupy the Residential Property. For purposes hereof, the payment or reimbursement by an occupant to Lessee of ordinary cleaning or trash pickup fees shall not constitute consideration received by Lessee

(f) *Expiration of License.* Licenses shall expire on December 31 of each year.

Section 4: Conditions of License.

To maintain a License authorized under this chapter in good standing:

(a) *Percentage Rent.* Licensees shall diligently calculate and promptly remit all Percentage Rent payable under the Lease respecting the Residential Property being rented. Percentage Rent shall be calculated and reported on forms prescribed by the Jekyll Island Authority.

JEKYLL ISLAND- STATE PARK AUTHORITY
RESIDENTIAL RENTAL LICENSE ORDINANCE

4

August 16, 2010

- (b) *Rental Agreement.* Licensees shall obtain a Rental Agreement from each Renter and maintain copies of such Rental Agreements for a period of 48 months from the date of any rental.
- (c) *Disclosure of License number.* Licensees shall provide their License Number to Renters in their Rental Agreements or via other written notification.
- (d) *Requirements of Rental Agreements.* Rental Agreements shall contain the name, address, and phone number of the Renter, and shall require compliance by Renters with all Georgia laws including but not limited to the ordinances promulgated by Jekyll Island Authority including this chapter.
- (e) *Audits.* Licensees shall cooperate with Jekyll Island Authority and permit Jekyll Island Authority to conduct audits of the collection and payment of Percentage Rent. In connection therewith, within thirty (30) days of demand by Jekyll Island Authority, Licensees shall provide all Rental Agreements and any records of Rental Amount or other information reasonably requested by Jekyll Island Authority in order to determine whether Percentage Rent has been properly calculated, reported and remitted. Unless a Lessee has been found to be in noncompliance with this chapter within any preceding thirty-six (36) month period, such audits shall occur no more frequently than once per calendar year. If such a finding has been made, audits may be performed by the Jekyll Island Authority on a more frequent basis.
- (f) *Property standards.* Licensees shall maintain any Residential Property for Rent in accordance with all ordinances promulgated by Jekyll Island and shall ensure that such property is kept in safe and sanitary condition.
- (g) *Compliance with laws.* Licensees shall comply with all Georgia laws including ordinances promulgated by Jekyll Island Authority including this chapter.
- (h) *Compliance with Lease.* Licensees shall comply with all provisions of the Lease.
- (i) *Commercial use.* No use of the Residential Property by a Renter for any purpose other than rental for residential purposes shall be permitted under any Rental Agreement unless such use is expressly permitted by the ordinances promulgated by Jekyll Island Authority including this chapter.

Section 5: Enforcement.

The Code Enforcement Officer shall be empowered to enforce this code.

JEKYLL ISLAND- STATE PARK AUTHORITY
RESIDENTIAL RENTAL LICENSE ORDINANCE

5

August 16, 2010

(a) *Revocation of License.* Should any Licensee fail to comply with the conditions set forth in section 4 of this Chapter for a period of thirty (30) days after notice of a violation by the Code Enforcement Officer, or in the event a Licensee has received three (3) violation notices during any three (3) year period, the Code Enforcement Officer shall revoke the License, and the related Licensee shall be eligible to reapply for a License after all violations have been cured to the Code Enforcement Officer's satisfaction.

(b) *Refusal to renew License.* The Code Enforcement Officer shall not renew any License for any Licensee which is not in compliance with its Lease, this chapter, or Jekyll Island Ordinances.

(c) *Violation; penalties; continuing violations and penalty therefor.* In addition to any rights and remedies available to Jekyll Island Authority under the related Lease and this chapter, any Licensee or Lessee who Rents a Residential Property or any portion thereof in violation of this chapter shall be subject to a fine of up to \$500.

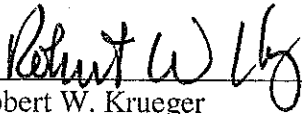
Section 6: Variances and appeals.

(a) *Technical appeals.* Appeals from technical decisions of the Code Enforcement Officer or any other official empowered to rule on License issues shall be in writing to Executive Director.

(b) *Variances.* Variances from the requirements of this chapter shall be processed by written justification to the Code Enforcement Officer.

Section 7: Severability.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter.


Robert W. Krueger
Chairman


Michael D. Hodges
Secretary