

HOME OFFICE AGREEMENT

Agreement is hereby made for an Orange City Home Office, for the privilege of engaging in the limited home office, hereinafter described:

Business Name: _____

Type of Business: _____

Applicant: _____ Phone: _____

Home Office Address: _____

Mailing Address: _____

Property Owner(s) Name: _____

Property Owner(s) Address: _____

City: _____ State: _____ Zip: _____

Home Office by definition is the use of a portion of a residential dwelling as an office for contractors, subcontractors, consultants, computer repair, desktop publishing, professional and business office activities and the like that do not involve clients, customers, or employee visits to the premises, or a business that provides off-site services to homeowners or businesses that do not involve the use of tools and machinery in size and or numbers beyond that customarily found in a residential dwelling unit.

B. HOME OFFICE REGULATIONS: Appendix A, Section 8.7.13

1. No person other than members of the family residing on the premises shall be engaged in such occupation.
2. The use of the dwelling unit for the home office shall be clearly incidental and subordinate to its use for residential purposes by its occupants and shall under no circumstances change the residential character thereof.
3. There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such home office, including signs, storage of materials and equipment, and parking of commercial vehicles.
4. No home office shall be conducted in any accessory building unless the accessory structure is within the set-backs established for the principle structure.
5. No home office shall occupy more than 30 percent of the floor area of the residence, exclusive of the area of any open porch or attached garage or similar space not suited or intended for occupancy as living quarters; or equivalent square footage in an attached garage may be utilized for a home office up to 300 square feet of floor area. No rooms that have been constructed as an addition to the residence, nor any attached porch or garage which has been converted into living quarters, shall be considered as floor area for the purpose of this definition until two years after the date of completion thereof, as shown by the records of the Development Services Director.
6. No traffic shall be generated by such home office in greater volumes than would normally be expected in a residential neighborhood.
7. No equipment or process shall be used in such home office that creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the home office is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case

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of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.

8. A home office shall be subject to all applicable City business taxes, and codes.
9. Any home office as provided for in this section may be reviewed by the code enforcement at any time following the approval of such use, and the Development Services Director may revoke the permission to continue such home office at any time thereafter for noncompliance with regulations.
10. The home office application shall not undergo a conditional use review, but shall be processed through the development services department subject to the applicant's notarized endorsement of a home office agreement, and a payment of a processing fee as adopted by resolution of the city council.

ACKNOWLEDGEMENT

I, the Undersigned, have read and understand all of the preceding regulations applicable to a Home Office in the City of Orange City. I hereby agree and acknowledge that violation of any of these regulations, or of any of the above special conditions, stipulations, and safeguards constitute sufficient grounds for the termination and revocation of this Home Office Agreement. I also understand that the Home Office granted shall be good only for the particular business designated in this document and only for the Undersigned Person(s) to whom the Home Office Local Business Tax Receipt was issued.

NOTARIZATON

Signature

Signature

Print Name

Print Name

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,

by _____, and who is personally known to me or who has

produced _____, as identification.

Signature, Notary Public

Notary Stamp