

AGREEMENT

**THIS AGREEMENT** made this 15<sup>th</sup> day of September, 2010, by and between Jerry Burger, hereinafter referred to as "Burger" and the City of Newport, hereinafter referred to as the "City".

WITNESSETH

**WHEREAS**, Burger is the owner of real property located at 171 NW 73<sup>rd</sup> Court, Newport, OR, hereinafter referred to as the "Subject Property".

**WHEREAS**, The Newport Zoning Ordinance controls the uses which are allowed at the Subject Property.

**WHEREAS**, Burger uses his property as a "Weekly Rental" as defined in the Newport Zoning Ordinance. The Newport Zoning Ordinance permits Weekly Rentals of a residential unit property not more than ten (10) times in any calendar year.

**WHEREAS**, The City has received written complaints from members of the public that Burger has exceeded the permitted number of Weekly Rentals for the 2010 calendar year and in previous years.

**WHEREAS**, The Newport Municipal Code contains provisions that requires the collection of room tax by operators of "Hotels" which is defined in Chapter 3 of the Newport Municipal Code.

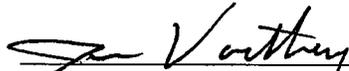
**WHEREAS**, the parties hereto wish to memorialize the following:

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. The above recitals are true and agreed to and by this reference are incorporated herein.
2. For purposes of this Agreement, "rentals" means acceptance of any compensation in connection with occupancy of the Subject Property.
3. Burger shall maintain strict compliance with all provisions of the Newport Zoning Ordinance and the Newport Municipal Code (collectively "City Codes"). The City will actively monitor Burger's compliance with City Codes as they relate to the Subject Property. As set forth under Newport Municipal Code Chapter 3, Burger will collect room tax and provide to the City any tax collected and maintain and provide to the City accurate and timely records of room tax collected and paid by renters of the Subject Property. Violations of City Codes by Burger related to the Subject Property will be prosecuted by the City.

4. Burger will use good faith efforts to limit the Weekly Rentals allowed under Newport Zoning Ordinance Section 2-1-1.101 to the summer months of June, July and August during the 2011 calendar year and each calendar year hereafter. Burger will not advertise the Subject Property as a vacation or short term rental for occupancy for any time period other than during the months of June, July and August during the years 2011 and 2012. Notwithstanding the foregoing, Burger may advertise the Subject Property as a vacation or short term rental for occupancy during months other than June, July and August during the years 2011 and 2012 if the Residential Lease Agreement referenced in Section 6 is terminated prematurely. Advertising by Burger of the Subject Property in contravention of this Section 5 will be prima facie evidence of a violation of this Agreement.
5. Burger will provide prior written notification to the City Community Development Director via email of all future Weekly Rentals in order to assist the City in handling any further inquiries concerning the Subject Property and Weekly Rentals.
6. In the event that the Residential Lease Agreement between Burger and David and Steffani Dubats (Residential Lease Agreement) is revised so that the time periods for occupancy or rental are modified or the Agreement is terminated, Burger will promptly provide notification to the City regarding such modifications or termination. Burger will notify the City if the Residential Lease Agreement is not renewed after September 1, 2012. At such time Burger will inform the City of his intentions for future occupancy and rental of the Subject Property.
7. Burger will promptly notify the City if the Subject Property is sold and he is no longer in possession of the Subject Property.
8. Burger will address notices to the City to: Penelope McCarthy, City Attorney at [p.mccarthy@newportoregon.gov](mailto:p.mccarthy@newportoregon.gov).
9. By signing this Agreement, Burger is not admitting any past violation of the City Codes nor is the City waiving any right to cite and prosecute Burger for any past violations.

  
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 Jerry Burger  
 Property Owner

  
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 Jim Voetberg, City of Newport  
 City Manager

STATE OF OREGON                    )

City waives notarization for both properties 