

Transitory Lodging License Application

Name of Establishment

Physical Address:

Mailing Address
(if different than physical
address)

Business Phone

Number of Rooms

**Number and Type of bed
in each room**

Manager's Name

Manager's Address

Manager's Phone

**Emergency Contact
Name and Phone Number**

This license requires the manager be subject to a criminal background check, and shall be required to be approved by the Chief of Police, and no manager shall be approved if the background check results are unacceptable to the Chief.

A copy of any citation, violation notice, warning or other similar correspondence issued to the Transitory Licensed Establishment (TLE) by any governmental agency (state, federal or local) other than the City of Sparta in the past 36 months relating to any alleged dangerous or unlawful condition at the TLE.

A copy of building plans for the TLE in a form acceptable to the City (unless such plans are already on file with the City in acceptable format).

Application and renewal Application fee schedule: License and Inspection is Ten Dollars (\$10.00) per room with a maximum fee of Two Hundred Fifty dollars (\$250.00) and a minimum fee of Fifty Dollars (\$50.00) per establishment.

Submission of a signed Application for a Transitory Lodging License and/or acceptance of a Transitory Lodging License constitutes the Applicant's consent to an inspection of any and all unoccupied portions of the licensed premises and any portions of the premises to which the TLE may legally consent to inspection by the City: 1) at any time during the normal business hours of

the license premises, with or without advance notice; or, 2) at such other time as the City shall designate to the applicant/Licensee in writing with not less than 48 hours advance notice.

Prior to issuance or renewal of a Transitory Lodging License, the owner or operator of a TLE shall submit the property to a complete inspection of the Establishment and the premises on which it is located. Said inspection shall be completed by the City's agents or employees. The TLE shall make all necessary arrangements to permit the inspection to rooms of the Establishment, including rooms available for rent to the public, mechanical rooms, common rooms, or any other rooms whatsoever.

A room may be designated for permanent occupancy by a manager or representative of the TLE and should be disclosed to the City and shall not be subject to inspection. Said inspection shall be for the purpose of verifying that the TLE is in a safe condition, in compliance with the requirements of this Ordinance, and in compliance with any other applicable standard, regulation, ordinance, rule, law, or statute.

In the event that any inspection reveals any violation of any applicable standard, the violation shall be documented in writing to the TLE. The TLE shall be responsible for correcting the condition(s) within the timeline specified by the City. The City may either issue a citation to the TLE for any violation, or may enter into a compliance agreement whereby the TLE agrees to correct the violation and/or pay a specified fine to the City in lieu of the issuance of a citation. Inspections shall be scheduled in writing to the City not less than sixty days prior to the date on which their then-current TLE expires, and shall provide written notification of the pending room inspection of all persons who are then-currently renting or who will be renting a room in the TLE on the scheduled dates of inspection. The TLE shall be responsible for obtaining authority or consent for inspection of every room in the TLE on the scheduled date(s) of inspection, and the TLE shall reasonably cooperate with the City in gaining access to every room, including but not limited to requiring tenants to change rooms, to permit inspection of every room at the earliest possible time.

In the event that the City is required to apply for or seek a search warrant for a room occupied by a rental occupant in the TLE, the TLE shall fully comply and cooperate with the City's efforts to obtain said warrant, and shall disclose all relevant information known by the TLE or its agents or employees to the City. The City shall also be entitled to apply and authorized to obtain for a search warrant for any other portion of the TLE, in the event that the TLE refuses to permit access or inspection. The failure to cooperate with the inspection program shall constitute a violation of this ordinance which may be punishable by fine or by suspension or revocation or non-issuance of a Transitory Lodging License.

Applicant's signature _____ date _____

Print Name _____