

# HOME-BASED BUSINESS AGREEMENT

## CITY OF ORANGE CITY, FLORIDA

Agreement is hereby made for an Orange City Home Based Office, for the privilege of engaging in a Home Based Business, hereinafter described:

Business Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

Home-Based Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Property Owner(s) Name: \_\_\_\_\_

Property Owner(s) Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Based Business 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 BASED BUSINESS REGULATIONS: Appendix A, Section 8.7.13***

1. The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employee's for independent contractors who do not reside at the residential dwelling may work at the business. The business may have an additional remote employees that do not work at the residential dwelling.
2. Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term "heavy equipment" means commercial, industrial, or agricultural vehicles, equipment, or machinery.
3. As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than residential dwelling; however, incidental business uses and activities may be conducted at the residential property.
4. The activities of the home-based business are secondary to the property's use as a residential dwelling.

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5. The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.
6. All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

## 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.

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## NOTARIZATION

\_\_\_\_\_  
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