

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between Airbnb, Inc. (“Airbnb”) and the County of Maui (“County”) (collectively, the “Parties”) as of the date signed by both parties (the “Effective Date”).

WHEREAS, vacation rentals via online platforms are an emerging sector of the sharing economy, providing “Hosts” and “Guests” new outlets for safe and responsible home-sharing and affordable accommodations when traveling for tourism, business, and personal reasons;

WHEREAS, vacation rentals promote the efficient use of existing resources, including residential space, and are an acceptable and welcomed use in the County when legally operated;

WHEREAS, the County allows hosts the opportunity to offer and use vacation rentals in an orderly manner, consistent with state and local law, which is intended to preserve the quiet nature and atmosphere of residential areas;

WHEREAS, this MOU provides the County, in collaboration with Airbnb, with resources to regulate and enforce vacation rentals within the County;

WHEREAS, this MOU sets forth the mutual understanding of Airbnb and the County on Airbnb’s implementation of tax map key and transient accommodations tax number fields and the Parties’ notice and takedown procedure to support the County’s enforcement of its laws regulating vacation rentals.

NOW, THEREFORE, the Parties hereto agree as follows:

**1. DEFINITIONS**

1.01 “Department” means the Maui County Planning Department.

1.02 “Bed and Breakfast” means an owner-occupied dwelling unit in which overnight accommodations are provided to transient guests within the same dwelling unit in which the owner resides or on the same property on which the owner resides as defined in Chapter 19.04 of the Maui County Code.

1.03 “Short-Term Rental Home” means a single family dwelling unit, other than a Bed and Breakfast Home, which is used as a transient vacation rental as defined in Chapter 19.04 of the Maui County Code.

1.04 “Transient Vacation Rental” means a dwelling unit or other accommodation, including camper vans and tents, other than a Bed and Breakfast Home or Short-Term Rental Home or

hotel that can lawfully provide overnight accommodations to transients as defined in Chapter 19.04 of the Maui County Code.

## **2. AIRBNB RESPONSIBILITIES**

**2.01 Mandatory Field:** Beginning no later than 120 days after the Effective Date, Airbnb will create mandatory fields for the government-issued Tax Map Key (TMK) and Transient Accommodations Tax (TAT) numbers. Hosts listing a Bed and Breakfast Home, Short-Term Rental Home or Transient Vacation Rental will be required to provide the TMK and TAT number before their property will appear on Airbnb's platform.

**2.02 Display of Number on Listings:** Subject to the terms of the MOU, Airbnb will display the host-provided TMK and TAT numbers on a host's Bed and Breakfast Home, Short-Term Rental Home or Transient Vacation Rental publicly facing property listing on Airbnb's platform.

**2.03 Listing Removal for Failure to Include Number:** Beginning no later than 60 days after the mandatory fields are implemented or later based on mutual written agreement of the Parties, Airbnb will deactivate on a one-time basis any Bed and Breakfast Home, Short-Term Rental Home or Transient Vacation Rental listing that pre-dates the implementation of the mandatory field for which the host has failed to input TMK and TAT numbers. Hosts that have been removed will be able to relist on Airbnb's platform once they enter TMK and TAT numbers.

**2.04 Link to County's Information:** Airbnb will display a link to the County's licensing and information web page on Airbnb's responsible hosting page. That website is located at (<https://www.mauicounty.gov/1874/Short-Term-Rental-Home-STRH-Application>).

**2.05 Owner Education:** Prior to the launch of the mandatory fields, Airbnb will communicate to hosts that they will need to enter TMK and TAT numbers to continue to list their Bed and Breakfast Home, Short-Term Rental Home or Transient Vacation Rental properties on Airbnb's platform.

**2.06 Monthly Report:** Each month, for the Bed and Breakfast Home, Short-Term Rental Home or Transient Vacation Rental on its platform, Airbnb will send a searchable electronic report to the Department that includes the URL for each such listing together with the host-provided TMK number for that property. The electronic report will be submitted on the last business day of the month. The first report will be submitted no later than the 61 days after the launch of the mandatory field.

**2.07 Deactivation of Listings:** Beginning after the issuance of the first monthly report set forth in Sec. 2.06 of the MOU, the County may check the validity of the TMK numbers provided by Airbnb. If any numbers are invalid, the County may notify Airbnb, providing a reason for the invalidity. For example, the number has expired, been revoked, was never valid, is not the TMK number associated with a permitted Bed and Breakfast Home, Short-Term Rental Home or

Transient Vacation Rental. Prior to the County's notification to Airbnb, the County will provide a list of reason codes that specify the basis for the listing's removal. Upon receipt of the County's notice, Airbnb will remove the listing(s) in the County's notification within seven business days. The County will not send more than two such notifications per month. Each notification may identify multiple listings or properties. Notifications should be sent to: [andrew.fede@airbnb.com](mailto:andrew.fede@airbnb.com).

**2.08 Meet-and-Confer:** If the County believes that Airbnb is not complying with any of the provisions set forth in this MOU, it shall notify Airbnb and the parties shall meet and confer in good faith to resolve any dispute. The County will provide Airbnb fifteen days to resolve or cure any alleged violation or non-compliance of this MOU. The parties agree to meet and confer prior to the renewal date of December 31, 2021 as set forth in Sec. 3.01 of this MOU and either confirm the renewal or terminate this MOU; failure of either party to so meet and confer shall have no bearing on either party's right to terminate this MOU as set forth in Sec. 3.01.

### **3. MOU TERM**

**3.01 Effect of Changes in Law:** This MOU shall commence on the Effective Date and remain in effect until December 31, 2021, at which time it shall automatically renew unless terminated by either party as provided herein. This MOU may be terminated by either party upon 30 days' prior written notice to the other party. If the County or State of Hawaii amends its ordinances, state statutes, regulations, administrative rules or policies to be more restrictive, or otherwise allows for more restrictions, for Bed and Breakfast Home, Short-Term Rental Home or Transient Vacation Rental or imposes, or otherwise allows for, additional obligations on short-term rental hosting platforms, Airbnb reserves the right to terminate this MOU, in its entirety, within 30 days' prior written notice to the County.

**3.02 Effect of other Platform Agreements:** The County shall provide Airbnb with a copy of any agreement that the County enters into with another hosting platform regarding the County's enforcement of short-term rental laws within 15 days of the agreement and/or amendment. The County agrees to amend this MOU to substitute or add the more favorable term or condition of any agreement with another hosting platform within 30 business days of Airbnb's requests.

**3.03 At-Will Agreement:** This MOU is an at-will agreement by and between the Parties. The Parties agree and understand that this MOU creates no legal obligations or rights between the Parties. The basis for the MOU is for information sharing only, to determine in the County's sole and absolute discretion if the information assists the County with enforcement against illegal short-term rental operations. Therefore, either Party may terminate this MOU, with or without cause, subject to 30 days prior written notice.

**4. MISCELLANEOUS**

**4.01 Geographic Scope.** This MOU, and the obligations imposed on the Parties, are limited to Bed and Breakfast Homes, Short-Term Rental Homes or Transient Vacation Rentals located within the County.

**4.02 MOU Amendments:** This MOU may be modified or amended at the mutual discretion of the Parties by written amendment signed by both Parties.

**4.03 Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The parties will accept emailed PDFs of signature pages. The Parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement will be legally binding with the same force and effect as manually executed signatures.

**4.04 Governing Law:** This MOU shall be deemed to be made under, and shall be interpreted in accordance with the laws of the County of Maui, State of Hawaii, and the United States, as applicable.

**4.05 Contact and Notice Information:** All notices and other communications related to the administration of this MOU will be in writing and delivered to the Parties using the following email addresses and/or physical addresses:

Airbnb, Inc.:

Airbnb, Inc.  
Matt Middlebrook  
matt.middlebrook@airbnb.com  
888 Brannan Street  
San Francisco, CA 94103

With a copy sent to:  
Benjamin Lee  
ben.clee@airbnb.com  
888 Brannan Street  
San Francisco, CA 94103

County:

Maui County Planning Department  
planning@mauicounty.gov  
michele.mclean@mauicounty.gov  
2200 Main Street, Suite 315  
Wailuku, HI 96793

With a copy sent to:  
Department of the Corporation Counsel  
corpcoun@mauicounty.gov  
stephanie.m.chen@co.maui.hi.us  
200 South High Street  
Wailuku, HI 96793

Notice shall be effective as of the date of mailing by first-class mail or upon electronic mail.

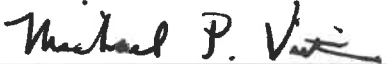
IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officers.

Airbnb:  
Airbnb, Inc.

DocuSigned by:  
  
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Name: Jordi Torres  
Title: Regional Director of the Americas  
Date: 7/28/2021

The County:



Name: Michael P. Victorino  
Title: Mayor  
Date: