

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Airbnb, Inc. ("Airbnb") and The City of Seattle, by and through its Police Department Office of Emergency Management ("OEM") as of the date signed by both parties (the "Effective Date").

# **RECITALS**

- A. Private businesses play a significant role in protecting and supporting their employees and the community after an emergency or disaster;
- B. Airbnb has a large network of hosts within the Seattle Area who may be responsible for guests during an emergency or disaster and have the ability to disseminate disaster preparedness information to hosts and guests before and during an incident;
- C. Airbnb and OEM desire to work together to provide preparedness resources to Airbnb hosts and guests that may be useful during an emergency, to determine how Airbnb resources can be leveraged to support emergency responses, to provide Airbnb hosts with useful emergency information, and to potentially provide accommodations to emergency responders, relief workers or displaced survivors.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

# 1. NOT A BINDING LEGAL AGREEMENT

This MOU sets forth the mutual understanding of Airbnb and OEM with respect to disaster and emergency response coordination. This MOU is not intended by the parties to be a legally binding agreement or create legal obligations for the parties.

### 2. ROLES AND RESPONSIBILITIES

- a. <u>Information</u>. OEM Public Education staff will work with Airbnb to provide appropriate emergency-related information for hosts and guests, to increase awareness of local hazards and emergency procedures. Seattle OEM will also help identify disaster preparedness and mitigation training opportunities for hosts.
- b. <u>Notification</u>. OEM and Airbnb will connect using daily business channels, when possible. During an emergency response event, Airbnb will connect with OEM using the Office's main number (which transfers into the EOC during activations) to contact or connect directly with the Seattle Emergency Operations Center (EOC). Should Airbnb resources be used in the response to or recovery from an event, OEM and Airbnb will maintain contact throughout the use of the resource.

- c. <u>Communications</u>. OEM will work directly with the Head of Disaster Response and Relief from Airbnb to notify and share any relevant situational awareness through existing OEM methods for information sharing, including:
  - WEBEOC for incident-specific information,
  - the Office of Economic Development business emergency e-mail list for private sector, and
  - Alert Seattle for public warnings and emergency information.
  - OEM or other City of Seattle staff involved in an EOC coordinated response may contact Airbnb directly to discuss the use of resources.

Airbnb prefers that OEM communicate with Airbnb by emailing <a href="mailto:emergencyresponse@airbnb.com">emergencyresponse@airbnb.com</a> or if urgent request to call Kellie Bentz at 404-840-5286.

- d. <u>Coordination</u>. Airbnb will work with OEM and other business partners to develop procedures for implementation of this MOU. OEM itself will document coordination procedures with Airbnb in the EOC Procedures Manual. OEM, as appropriate, will invite Airbnb staff to participate in EOC trainings and exercises.
- e. <u>Activation</u>. OEM will make contact with Airbnb in the case of an emergency or event where Airbnb resources may be requested, whether or not the EOC is activated. OEM reserves the right to limit access to the EOC based upon safety or security needs.
- f. <u>Post-Emergency</u>. Airbnb will work with OEM and other business partners to evaluate lessons learned after each event. Should Airbnb resources be used in a response to a declared disaster, OEM will coordinate the possibility of using the value of donated accommodation resources as match under the FEMA Public Assistance Program. There is no obligation to seek financial reimbursement for Airbnb or its hosts for donated accommodations.

## 3. TERM

This MOU shall commence on the Effective Date and remain in effect until terminated by the parties. Either party may terminate this MOU upon 30 days' prior written notice to the other party. This MOU may be modified or amended at the mutual discretion of the parties. This MOU will be reviewed once per year by each party for the duration of the MOU.

### 4. 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:

OEM:

Airbnb, Inc. 888 Brannan Street San Francisco, CA 94017 Email: legal@airbnb.com SEA PD Office of Emergency Management PO Box 34986 / 610 Fifth Avenue Seattle, WA 98124-4986 Email: Erika.lund@seattle.gov Attention: Erika Lund

Attention: General Counsel

All notices and other communications related an emergency or other event, or to coordinate responses to an emergency or event will be delivered to the parties using the following email addresses and/or phone numbers:

Airbnb:

OEM:

Team: Emergency Response

Title: Staff Duty Officer (SDO)

Alias:

Name: (rotating staff position)

emergencyresponse@airbnb.com

Phone: (206) 233-5076

Name: Kellie Bentz

Email: kellie.bentz@airbnb.com

Phone: 404-840-5286

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the dates set forth below.

OEM:
The City of Seattle Police Department
Ву:
Name: Brian 🚓 Maxey
Title: Chief Operating Officer
Date:

