

MEMORANDUM OF UNDERSTANDING
Between
AIRBNB
and the
PORTLAND BUREAU OF EMERGENCY MANAGEMENT

1. PURPOSE OF THE AGREEMENT

Private businesses play a significant role in protecting their employees and citizens of the City of Portland during disasters. Businesses also play a vital role in working with governmental entities to facilitate and provide emergency response and recovery from all types of disasters.

This memorandum of understanding (MOU) reflects the respective, non-binding intentions of Airbnb, Inc. (Airbnb) and the Portland Bureau of Emergency Management (PBEM) as voluntary and cooperative partners in disaster response and recovery.

2. AUTHORITIES

This non-binding MOU is entered into under the laws of the State of Oregon, the Charter of Portland, Oregon, and the Portland City code.

3. PREPAREDNESS ROLES

In an effort make its resources available to the City of Portland during a state of emergency declared by the Mayor of Portland, under the Portland City Code, Airbnb intends to coordinate the following:

- Opt-in hosts for Disaster Service Worker Sheltering Opportunities.
- Opt-in hosts for displaced persons.
- Provide disaster and emergency preparedness materials for each host and host location in order to facilitate a more prepared guest experience.
- Pass through notification of significant hazardous incidents to local hosts.
- Work with City to connect hosts to local emergency response training resources.

PBEM: PBEM mitigates, plans, prepares for, responds to, and aids in recovery from the effects of emergencies that threaten lives, property, and the environment. PBEM is the primary emergency planning and response agency for the City of Portland and coordinates emergency planning, response and recovery concerns within the City borders.

Should a local disaster be declared, the City's Emergency Coordination Center will act as the primary coordination point for local response and recovery efforts including coordination with Oregon Emergency Management, FEMA and other governmental and non-governmental response entities. As a part of the preparedness responsibilities, PBEM will endeavor to incorporate private sector collaboration, coordination and training as appropriate in preparedness planning, training, exercise and outreach mechanisms.

4. COORDINATION DURING EMERGENCIES

Notification: PBEM and Airbnb intend to connect by using daily business channels, when possible. During a declared state of emergency, Airbnb plans to connect with PBEM using the Duty Officer contact or to connect directly with the Portland Emergency Coordination Center. Should any Airbnb resources be used in response to an event, PBEM and Airbnb intend to maintain contact throughout the use of deployed resources.

Communications: PBEM will endeavor to provide Airbnb with emergency information regarding citywide or significant hazardous conditions within Portland. Additionally, PBEM and its Duty Officers may contact Airbnb directly to discuss the use of resources.

Coordination: Airbnb intends to work with PBEM and other business partners to develop procedures for implementation of this MOU. PBEM envisions providing regular Liaison Officer and Coordination Section, ECC and preparedness training of Airbnb representatives and other business partners.

Activation: PBEM plans to provide Emergency Coordination Center access for pre-designated representative(s) of Airbnb during a state of emergency, and other such times as determined appropriate by the PBEM Director or ECC Manager.

5. POST EMERGENCY ACTIVITIES

After any state of emergency declaration in the City of Portland is lifted, Airbnb intends to work with PBEM and other business partners to evaluate lessons learned. Should Airbnb resources be used in a response to a declared disaster, PBEM will endeavor to work with Airbnb to discern the availability of possible matching or reimbursable funds.

6. PROTECTION OF INFORMATION

The parties intend to share, as appropriate under the circumstances, information essential to effective emergency response. PBEM will treat this information in a manner consistent with Oregon public records law.

7. ADMINISTRATION

Obligations: Nothing herein is intended to create any rights or benefits, substantive or procedural, enforceable at law or in equity, against Airbnb or the City of Portland, its agencies, departments, entities, officers, employees, or any other person.

Law: Entering into this MOU does not exempt either party from the government procurement requirements of all applicable city, state and federal laws, including the Portland Charter and City Code, and does not provide any competitive or business advantage in future City of Portland or PBEM procurement activities.

Term: The parties intend this MOU to remain in effect for five (5) years, or until such time as either party terminates its participation by providing notice, in writing, to the other party of its intent to terminate. At the conclusion of the five (5) years, the parties may extend the MOU in a writing executed by both parties.

8. SIGNATURES

CITY OF PORTLAND

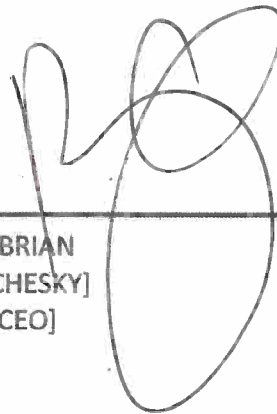


[CARMEN MERLO]
[DIRECTOR]

7.24.14

Date

AIRBNB INCORPORATED:



[BRIAN
CHESKY]
[CEO]

7/28/14

Date