VOLUNTARY COLLECTION AGREEMENT
FOR
CITY OF CULVER CITY, CALIFORNIA, TRANSIENT OCCUPANCY TAX

THIS VOLUNTARY COLLECTION AGREEMENT (the "**Agreement**") is dated _____, 2018 and is between **AIRBNB, INC.**, a Delaware corporation ("**Airbnb**") and **CITY OF CULVER CITY, CALIFORNIA** (the "**City**"). Each party may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the **"Platform")** through which third parties offering accommodations ("**Hosts**") and third parties booking such accommodations ("**Guests**") may communicate, negotiate and consummate a direct booking transaction for accommodations to which Airbnb is not a party ("**Booking Transaction**"); and

WHEREAS, the City and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable transient occupancy taxes ("**TOT**") imposed under the Culver City Municipal Code ("CCMC"), on behalf of Hosts for Booking Transactions completed by Hosts and Guests on the Platform for accommodations located in Culver City (the **"Taxable Booking Transactions")**.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform, Airbnb agrees contractually to assume the duties of a TOT collector as described in the CCMC solely for the collection and remittance of TOT (hereinafter referred to as a "**Collector**"). The assumption of such duties shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

(B) Starting on November 1, 2018 (the "**Effective Date**"), Airbnb agrees to commence collecting and remitting TOT on behalf of Hosts, pursuant to the terms of this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in Paragraph (L) below, Airbnb shall not assume any obligation or liability to collect TOT for any period or for any transaction prior to the Effective Date or after termination of this Agreement.

REMITTANCE OF TOT

(C) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the City, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all TOT that is subject to the provisions of this Agreement. Airbnb shall remit all TOT collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com) (the "**TOS**") in the time and manner described in the CCMC or as otherwise agreed to in writing.

AIRBNB LIABILITY

(D) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of TOT, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the CCMC. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any TOT and/or penalties, interest, fines or other amounts assessed against it were not due, are the subject of a claim for refund under applicable law or otherwise bar it from enforcing any rights accorded by law.

(E) During any period for which Airbnb is not in breach of its obligations under this Agreement, the City agrees to audit Airbnb on the basis of TOT returns and supporting documentation. The City reserves the right to audit any individual Airbnb Host for activity that has been brought to the attention of the City in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(F) The City agrees to audit Airbnb on an anonymous numbered account basis for Taxable Booking Transactions. Except as otherwise agreed herein or as otherwise legally required, now or in the future, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Booking Transaction without binding legal process served only after reasonable attempts by the City to complete an audit of Airbnb with respect to such users. The City agrees that it will not audit or issue an assessment against Airbnb more than once per any consecutive forty-eight month period.

(G) Airbnb, Inc. agrees to register as a Collector for the sole purpose of reporting, collection and remittance of TOT under this Agreement and will be the registered Collector on behalf of any affiliate or subsidiary collecting TOT.

GUEST AND HOST LIABILITY

(H) During any period in which this Agreement is effective relating to Taxable Booking Transactions, provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit TOT on Taxable Booking Transactions, and shall be encouraged to register individually with the City to collect, remit and/or report TOT. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to TOT for transactions completed other than on the Platform, or restrict the City from investigating or enforcing any provision of applicable law against such users for such transactions.

WAIVER OF LOOK-BACK

(I) The City expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders investors, and/or employees and other agents from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of TOT or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to TOT on any Taxable Booking Transactions prior to the Effective Date.

NOTIFICATION TO GUESTS AND HOSTS

(J) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that it will notify (i) Hosts that TOT will be collected and remitted to the City as of the Effective Date pursuant to the terms of this Agreement; (ii) Guests and Hosts of the amount of TOT collected and remitted on each Taxable Booking Transaction; and (iii) Hosts that neither the existence of this Agreement, nor any of its specific terms, or the payment of any tax contemplated by this Agreement or otherwise required by the CCMC shall be construed as authorizing any activity that is otherwise prohibited under the CCMC or any other applicable rules or regulations, or relieving any Host of their obligation to comply with applicable rules and regulations. Specific language of such notification shall be subject to approval by the City's Chief Financial Officer.

LIMITATION OF APPLICATION

(K) This Agreement is solely for the purpose of facilitating the administration and collection of the TOT with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the

CCMC or any other provisions of the laws of the United States of America, of any State or subdivision or municipality thereof. Neither Party waives, and expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the CCMC, regulations or application of law.

DURATION/TERMINATION

(L) The term of this Agreement will begin as of the Effective Date and shall continue thereafter until such time as it is terminated by either Party as set forth herein. This Agreement may be terminated by Airbnb or the City for convenience on 30 days' written notification to the other Party. Such termination will be effective on the first day of the calendar month following the 30 day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the City any TOT collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the City as of the date of termination.

MISCELLANEOUS

(M) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of California without regard to its conflict of law principles.

(N) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(O) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(P) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. 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 shall be legally binding with the same force and effect as manually executed signatures.

(Q) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(R) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(S) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(T) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that Airbnb shall provide reasonable notice of such assignment following the event.

(U) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(V) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with

telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the City:

City of Culver City
Attn: Chief Financial Officer
9770 Culver Boulevard
Culver City, CA 90232
Fax: _____
E-mail:_____

(Signatures follow on next page)

***IN WITNESS WHEREOF*,** Airbnb and the City have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____
Signature of Authorized Representative

Mirei Yasumatsu, Global Tax Director
Name and Title of Authorized Representative

CITY OF CULVER CITY

By: _____
John Nachbar, City Manager

APPROVED AS TO CONTENT:

_____
Serena Wright-Black, Assistant City Manager and
Acting Chief Financial Officer

APPROVED AS TO FORM:

_____
Carol Schwab, City Attorney
By: Heather Baker, Assistant City Attorney