

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between Expedia, Inc. (“Expedia”), and the County of Maui (the “County”). Expedia and the County (together, the “Parties”) agree and understand that this MOU is voluntary and creates no legal obligations or rights between the Parties, and its primary purpose is information-sharing. Unless otherwise specified, capitalized terms have the same meaning as provided in the Maui County Code.

1. **Mandatory Field:** Within 120 days following the effective date of this MOU, Expedia will create mandatory fields for the government-issued Tax Map Key number (TMK) and Transient Accommodations Tax License number (“TAT”). Partners listing a Bed and Breakfast Home, Short-Term Rental Home, or Transient Vacation Rental on Expedia’s websites will be required to provide TMK and TAT numbers before their property will appear as a listing.
2. **Display of Number on Listings:** Expedia will display the partner-provided TMK and TAT numbers on the partner’s publicly facing property listing.
3. **Listing Removal for Failure to Include Number:** When the mandatory field is implemented, Expedia will not allow any new listings to appear on its websites without the partner having entered both a TMK and TAT number. Existing listings will have a phase-in period to enter TMK and TAT numbers. Specifically, beginning 60 days after implementation of the mandatory field (or later based on mutual written agreement of the parties), Expedia will deactivate any listings that pre-date the implementation of the mandatory field for which the partner has failed to input a TMK and/or TAT number. Properties removed pursuant to this provision will be able to relist once they enter TMK and TAT numbers.
4. **Link to County’s Information:** Expedia will display a link to the County’s licensing and information webpage in close proximity to the mandatory field. That website is <https://www.mauicounty.gov/1874/Short-Term-Rental-Home-STRH-Application>.
5. **Owner Education:** Before the mandatory fields are launched, Expedia will communicate to partners regarding the County’s requirements, including that they will need to enter TMK and TAT numbers to continue to list their property on Expedia’s websites.
6. **Monthly Report:** Each month, for the Bed and Breakfast Homes, Short-Term Rental Homes, or Transient Vacation Rentals on its websites, Expedia will send a searchable report, including electronic hotlinks, to the County that includes the URL for each such property together with the partner-provided TMK number for that property. The report will be submitted on the last business day of the month. The first report due pursuant to this Paragraph will be submitted after the 60-day implementation period described in Paragraph 3.
7. **Deactivation of Listings:** Using the monthly report, the County may check the validity of the TMK numbers provided by partners. If any numbers are invalid, the County may notify

Expedia, providing a reason for the invalidity. For example, the number has expired, been revoked, was never valid, or is not the TMK number associated with a permitted Bed and Breakfast Home, Short-Term Rental Home, or Transient Vacation Rental. Expedia will remove the listing(s) associated with those invalid numbers within seven business days of the County's notification. 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: MauiCountySupport@expedia.com.

8. **Meet-and-Confer:** If either Party believes that the other is not complying with any of the provisions set forth in this MOU, the complaining Party shall notify the other Party and the Parties shall meet and confer in good faith to resolve any dispute. The parties agree to meet and confer prior to the renewal date of December 31, 2021 as set forth in Sec. 9 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. 9.
9. **Term:** 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. Either Party may terminate this at-will agreement, with or without cause, subject to 30 days' written notice. To the extent permitted by law, Expedia will be provided 30 days from the date of termination to achieve compliance with any County law or regulation regarding short-term rental platforms before the County seeks civil fines or penalties against Expedia for violations of the same.
10. **Future Amendments:** If the County amends its laws or administrative rules to be more restrictive of Bed and Breakfast Homes, Short-Term Rental Homes, or Transient Vacation Rentals or impose obligations on short-term rental hosting platforms, either Party may withdraw from this agreement. If the State of Hawai'i passes a new law or administrative rule regarding short-term rentals, either Party may withdraw from this agreement.
11. **Consistency and Effective Date:** Expedia expects that the County will adopt policies and practices regarding short-term rental hosting platforms that are consistent industry-wide and do not advantage certain industry participants over others.
  - a. If the County enters a different agreement with another hosting platform that offers properties for short-term rental in Maui County, the County agrees to amend this agreement to substitute or add the more favorable term(s) or condition(s) within 30 days of Expedia's request.
  - b. This agreement will become effective upon Expedia and the County signing it.
  - c. The County will provide notice to Expedia if and when it reaches agreements with other hosting platforms that offer properties for short-term rental in Maui County. The County will also provide copies of those agreements to Expedia.
11. **Confidentiality:** The Hawai'i Uniform Information Practices Law provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted. The parties recognize and agree that the Hawai'i

Uniform Information Practices Law applies to documents and records exchanged between Expedia and the County pursuant to this agreement, and that such documents and records are subject to disclosure pursuant to a public records request, unless an exemption applies. If the County receives a public records request for disclosure of documents or records made available to the County pursuant to the terms of this agreement, the County agrees to provide Expedia with a complete copy of the request prior to or within five days of it being fulfilled.

12. **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.
13. **Contact and Notice Information:** Unless otherwise specified, 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 physical addresses. Notice shall be effective as of the date of mailing by first-class mail or upon electronic mail.

Expedia:

Expedia, Inc.  
1111 Expedia Group Way W.  
Seattle, WA 98119  
Email: [VRGovSupport@expedia.com](mailto:VRGovSupport@expedia.com)  
Attention: Conner Peretti

The County:


Maui County Planning Department  
2200 Main Street, Suite 315  
Wailuku, HI 96793  
[planning@mauicounty.gov](mailto:planning@mauicounty.gov)  
[michele.mclean@mauicounty.gov](mailto:michele.mclean@mauicounty.gov)


Department of the Corporation Counsel  
County of Maui  
200 South High Street  
Wailuku, HI 96793  
[corp coun@mauicounty.gov](mailto:corp coun@mauicounty.gov)  
[stephanie.m.chen@mauicounty.gov](mailto:stephanie.m.chen@mauicounty.gov)

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

Expedia:  
Expedia, Inc.

The County:  
Maui County

  
\_\_\_\_\_ By:  
Name: Amanda Pedigo  
Title: Vice President, Government and  
Corporate Affairs  
Date: July 30, 2021

  
\_\_\_\_\_ By:  
Name: Michael P. Victorino  
Title: Mayor  
Date: