



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN  
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE  
INTERNET BUREAU

May 20, 2014

Via Electronic Mail

Belinda Johnson, Esq.  
General Counsel  
Airbnb, Inc.  
888 Brannan Street, 4<sup>th</sup> Floor  
San Francisco, CA

Re: Agreement Regarding Compliance with Subpoena

Dear Ms. Johnson:

This letter confirms an agreement (the "Agreement") reached between the Office of the Attorney General of the State of New York ("NYAG") and Airbnb, Inc. ("Airbnb") regarding the subpoena served upon Airbnb in the course of an NYAG investigation.

(1) NYAG issued a subpoena on Wednesday, May 14, 2014, and NYAG and Airbnb hereby agree that compliance with the terms of this Agreement shall be considered compliance with the May 14 subpoena.

(2) Airbnb shall provide to NYAG a data set that is consistent, in its composition, with the data set requested by the May 14 subpoena. The data set shall be anonymized, however, by redacting for users: (a) name, e-mail address, telephone numbers, and any social media account information; (b) Website user name, HostID, ListingID; (c) unit/apartment number(s); (d) social security number or tax identification number(s); and (e) any specific payment or payout instrument account numbers, codes, security questions/answers or password information that would enable access to an account. User names will be replaced by unique identifiers. Unit/apartment number(s) will also be replaced by unique identifiers. The data set shall also indicate if a listing is currently inactive and became inactive after October 1, 2013. The information required by this paragraph shall be produced beginning twenty-one (21) days after execution of this agreement and continuing on a rolling basis until Airbnb certifies that all such information has been produced. Production shall take no longer than thirty (30) days unless extended by NYAG in writing.

(3) For a period of twelve (12) months from completion of production of anonymized data, Airbnb shall further comply with the subpoena by producing the (a) name, e-mail address,

telephone numbers, and social media account information; (b) Website user name, HostID, Listing ID; (c) unit/apartment number(s); and (d) tax identification number(s) for individual users about whom anonymized data is produced pursuant to paragraph 2 above, and who are then the subjects of an investigation or potential enforcement action by NYAG or the New York City Office of Special Enforcement. Airbnb shall produce the information required by this paragraph only if Airbnb receives written notice under the authority of NYAG or the City of New York's Office of Special Enforcement (served by U.S. Mail to 888 Brannan Street, 4th Floor, San Francisco, CA 94013 [and any physical office for business that Airbnb has or may establish in the City of New York] and by email to Attn: General Counsel at [legal@airbnb.com](mailto:legal@airbnb.com), with a copy to Roberta Kaplan at Paul Weiss, 1285 Avenue of the Americas, New York, NY 10019-6064). Airbnb shall produce the unredacted documents as provided in this paragraph within ten (10) days of receipt or such other period as is extended in writing.

(4) Within twenty-one (21) days after execution of this agreement and for twelve (12) months thereafter, Airbnb shall require all Hosts that list new properties located in New York State to view and click through Exhibit A before they are allowed to list property through Airbnb's platform. Exhibit A shall also be sent to all Hosts that currently list properties located in New York State in an email that does not include other content, other than a short explanation of the reason existing Hosts are receiving it. Prior to the expiration of twelve (12) months from execution of this agreement, Airbnb will meet with NYAG and/or the City of New York's Office of Special Enforcement in good faith to discuss means of providing a summary of New York Law to Hosts listing property in New York State.

(5) NYAG agrees that, to the extent it is permitted by law, it will keep confidential and not share the anonymized data set produced pursuant to paragraph 2 with any third party or other agency, except and only to the extent it is permitted by law without the consent of Airbnb to share such data with the New York City Office of Special Enforcement, the New York City Department of Finance, the New York State Department of Taxation and Finance, prosecutorial or law enforcement agencies, or except in connection with an investigation of an individual or filed enforcement action as permitted by law or by an agreed upon protective order entered by the court. This confidentiality requirement does not apply to the results of any analysis of the data set conducted by NYAG. Nothing in this paragraph shall be deemed to be consent by Airbnb to the transfer of any data by NYAG to any third party. In the event of a FOIL request or other challenge to this provision of the agreement, NYAG agrees to provide advance written notice to Airbnb (email to Attn: General Counsel [legal@airbnb.com](mailto:legal@airbnb.com)) in sufficient time to permit Airbnb to seek protective or other relief at its sole expense.

(6) Cooperation. Airbnb agrees to cooperate with NYAG to effect and accomplish the terms of this Agreement. Airbnb will not take any steps to knowingly undermine this Agreement, and shall not take any action or make any statement denying, directly or indirectly, the propriety of this Agreement.

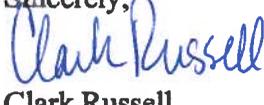
(7) Future Enforcement. Nothing in this letter negates, impinges upon, or waives any enforcement or subpoena right that NYAG or any other law enforcement agency may have against Airbnb or any Host, and does not negate, impinge upon or constitute a waiver of any objection, defense or other right Airbnb may have.

(8) Miscellaneous. This Agreement shall not be deemed or construed to be any approval by NYAG of any of the practices, procedures or conduct of Airbnb or its users, including without limitation, rental activity or the payment of applicable taxes.

This Agreement constitutes the entire agreement between NYAG and Airbnb and supersedes any prior communication, understanding, agreement, whether written or oral, concerning the subject matter of this Agreement.

This Agreement shall be governed by the laws of the State of New York, and any action arising under this Agreement shall be heard by the courts in the State of New York.

Sincerely,

Clark Russell  
Deputy Bureau Chief  
Internet Bureau

AGREED TO BY AIRBNB, INC:



By: Belinda Johnson  
Position: General Counsel  
Date: 5-20-14

## EXHIBIT A

Before deciding to become an Airbnb host in New York, it's important for you to understand the laws that may apply to you. While we do not provide legal advice, we wanted to provide this non-exhaustive information to help you.

**The New York State Multiple Dwelling Law** ([available here](#)) prohibits short-term rentals of property in Class A multiple dwellings used for permanent residence purposes (which includes most apartment buildings but not single and two-family buildings) unless a permanent occupant of the apartment is present during the stay, no money is exchanged, or if the stay is longer than thirty consecutive days.

Please also be aware of the following:

- **Taxes.** New York City and New York State impose multiple taxes that may apply to transient occupancy or tourist use, subject to certain exemptions. Examples of taxes that could apply to your listing are State sales and use tax, City hotel room occupancy tax, and State and City room fees. Additional information about hotel sales taxes [is available here](#). Additional information about NYC hotel occupancy taxes [is available here](#). (The word “hotel” has a broad definition that could apply to you.)
- **Rent Regulation.** The Administrative Code sets out rules for rent stabilized and rent control properties that apply in addition to the limitations of the Multiple Dwelling Law. If you live in a property subject to rent control, you may be prohibited from subleasing your apartment. If you live in a property subject to rent stabilization, laws may restrict subleasing, the amounts you can sublease or require advance notice to your landlord. Financial penalties, eviction or other remedies could apply.
- **New York City Zoning Code.** The New York City Zoning Code sets out the city regulations on zoning, which may apply to your property.
- **Business Licensing.** The New York City Administrative Code requires certain businesses to obtain a license. You should consult these requirements to determine if your activity must be licensed. More information [is available here](#).
- **Other Rules.** There are other rules and regulations that may apply to your activity, such as third party agreements including leases, HOA rules, Housing Cooperative documents, and Condominium agreements.

We recommend you consult a local lawyer or tax professional. If you have questions, contact the Department of Buildings, Department of Finance or other city agency directly.