RAWCS Airbnb Emergency Accommodation Program
Tri-Party Agreement

Parties

1. Rotary Australia World Community Service Ltd (ABN 37 739 341 003) of Suite 203, Level 2, 87 Marsden, Parramatta NSW 2150, Australia ("**RAWCS**").

2. [Rotary Club of] / [Rotary District]_____ ("**Referrer**").

3. [Full Name of Beneficiary] _____ ("**Beneficiary**").

1. Purpose and Background

1.1 RAWCS administers an emergency accommodation program funded by Airbnb.org, under which Beneficiaries may be allocated Airbnb.org credits (or other funding) (the **Program**).

1.2 **Qualifying Events**: For the purposes of the Program, *Qualifying Events* are:

(a) a natural or civil disaster event causing mass displacement; or
(b) a residential casualty event such as a fire or gas explosion, resulting in localised displacement.

1.3 **Eligible Beneficiaries**: The Program provides short-term accommodation assistance in Australia to individuals and families experiencing urgent housing needs because of a Qualifying Event, including:

(a) individuals displaced or otherwise directly affected by a Qualifying Event (collectively referred to as "**Emergency Displacement Beneficiary**") who are experiencing financial or other hardship and need temporary housing; and

(b) individuals supporting communities impacted by a Qualifying Event, including volunteers, Rotarians, and RAWCS staff (collectively referred to as "**Critical Worker**") actively deployed to perform critical response services in a connection with a mass displacement and need temporary housing to enable their deployment.

1.4 RAWCS' ability to *facilitate* provision of emergency accommodation is subject to Airbnb.org's prior approval and accommodation availability in accordance with the program criteria. RAWCS is not a provider of accommodation itself and acts only as a facilitator whereby RAWCS provides details of approved Beneficiaries to Airnbnb.org which then issues Airbnb Credit directly to beneficiaries enabling them to book accommodation for themselves.

1.5 The Referrer has identified the Emergency Displacement Beneficiaries as impacted by an eligible event and have determined them to be eligible for assistance in accordance with program criteria. The Referrer may also identify Critical Workers.

2. Key Program Terms

2.1 **Free, short-term Stays**: If approved by Airbnb.org, RAWCS will facilitate free short-term accommodation (referred to as a "Stay") **for up to 28 days for Beneficiaries** (one continuous stay or a series of stays). Extensions beyond 28 days are not possible.

2.2. **Use by period**: Beneficiaries will be provided with Airbnb Credits to book their own Airbnb accommodation. These credits have **an expiration date** which will be shared with the beneficiaries at the time of issuance. Typically, this is **7 days after issuance**. Bookings must be made ahead of the expiration date. **The booked stay must begin within 30 days of the date Airbnb Credit was issued.**

2.3 **Submission period**: from the date Airbnb.org agrees to activate an emergency response, there is a limited window for beneficiary's details to be shared. During Mass Displacements, this window is **30 days for beneficiaries** and **60 days for critical workers**. During Localized Displacements, the window is **14 days**.

2.3 **Where the Stay may be**: Beneficiaries receiving Airbnb credit shall ordinarily try to secure accommodation within proximity to the Qualifying Event's location subject to availability and suitability. If Stays are not available within proximity, it may be beyond that proximity where the stays may be booked.

2.4 **Type of Stay**: When booking their Airbnb accommodation, Beneficiaries must ensure that the stay is not booked for vacation or business travel (as it must be to provide temporary accommodation because of an Eligible Event) and must also ensure that the booking is not for a luxury or premium accommodation (unless no alternative is available due to accessibility, geographic or availability constraints). Beneficiaries must also refrain from or cease booking Stays in circumstances and locations where Airbnb.org informs them directly or through RAWCS the associated Rotary Club or Rotary District, that the use of Airbnb.org support is not advisable, due to safety, security, or other risk management considerations.

2.5 **No tenancy created**: The arrangement is short-term accommodation only and does not create a residential tenancy or any right to remain beyond the booked dates. The Beneficiary is a guest of the Airbnb host under the host's house rules and the platform terms.

2.5 **Airbnb account and platform terms**: The Beneficiary must have (or create) an Airbnb account and comply with Airbnb's Terms of Service and applicable policies and any host house rules for the booking.

2.6 **Check-out obligation**: The Beneficiary must vacate by the booked check-out time/date. RAWCS and the Referrer have no obligation to arrange or fund accommodation beyond the approved period. The Beneficiary is responsible for any overstay fees, penalties, or costs charged by Airbnb or the host for failing to vacate.

2.6 **Costs covered/not covered**: Accommodation charges for the approved nights will be paid using Airbnb credits/Program Funds. The Beneficiary is responsible for all other costs, including transport, meals, pet fees, optional services, security deposits (if any), damage charges, or costs due to rule breaches or overstays. RAWCS does not guarantee any fee waivers and will not cover unapproved costs.

2.7 **Conduct and safety**: The Beneficiary must behave responsibly, respect neighbours and the property, and comply with all host rules and any applicable Short-Term Rental Accommodation code or similar requirements in

the relevant State or Territory. Breaches may result in removal from the accommodation and exclusion from the Program.

3. Roles and Responsibilities

3.1 **RAWCS (facilitator)**: (a) receives request for emergency Airbnb accommodation from a referrer Rotary Club or District for a Qualifying Event; (b) Reviews requests and submits to Airbnb.org for approval. At this stage, RAWCS also provides email addresses of authorized individuals who will be collecting beneficiary details so Airbnb.org can directly add them to the Smartsheet and email chain approving RAWCS's request. This directly enables the referrer to commence collecting beneficiary details and inputting them into the live Smartsheet; (c) manages program reporting to Airbnb.org. It is worth noting that RAWCS or Airbnb.org DO NOT assess listing safety, guarantee suitability, guarantee availability, supervise stays, or provide case management beyond booking facilitation.

3.2 **Referrer (local Rotary Club/District)**:

(a) Submits a request to RAWCS for emergency Airbnb accommodation and provides email addresses of their authorized individuals who will be collecting beneficiary details.

(b) Once Airbnb agrees to activate an emergency accommodation program through RAWCS, it will email a blank **SmartSheet** to the authorized individuals of the Club/District who will then commence engaging with beneficiaries to fill the Smartsheet with their details, **and**:

(c) Confirm that beneficiaries meet the applicable eligibility requirements ("**Eligibility Requirements**") as listed in ***section 1.3*** above.

(d) Confirm that beneficiaries have a demonstrated need for assistance with temporary housing under the circumstances and ***may*** also be eligible for other support provided by RAWCS such as the $500 debit cards.

(e) Verify the identity of the Beneficiary who will be the Primary Guest on the Airbnb booking.

(f) By getting this agreement signed, obtain the Primary Guest's express consent to share his/her/their personally identifiable information, including name and contact information, with RAWCS, Airbnb and Airbnb.org for the purposes of facilitating the Stay, and to allow Airbnb.org to share information with RAWCS about the Stays as needed. Also, verify that the beneficiaries' need for temporary housing is not due to being unhoused, homeless and check beneficiaries are able to check out of the Stay on the designated checkout date.

(g) Promptly notify RAWCS so it can inform Airbnb.org when there is any significant conflicts or other issues during a Stay or whether any beneficiary has committed a serious crime or act of violence, or if RAWCS and or the Referee should terminate its own support of a Beneficiary prior to the end of the Stay.

(h) Within 60 days of the end of each Award under this program, Provide RAWCS with the following:

1. Copies of this agreement as duly signed by each beneficiary and Referrer,
2. A brief narrative report in a simple MS Word format describing how Airbnb.org's support furthered the purpose set in this agreement including successes and challenges, and relevant data and examples demonstrating the outcomes and impact of the Airnb.org support. This may also include stories or case studies including photos or videos (if available) of how beneficiaries were positively impacted by this program.

3.3 **Beneficiary**: (a) provides accurate information (including the email used for the Airbnb account, number of guests, ages, and pets); (b) create an Airbnb account if they don't have one already; (c) complies with platform terms, laws and house rules; (d) promptly reports material issues during the stay to the Referrer and the host; and (e) vacates on time.

4. Risk, Damage, Insurance and No Out-of-Pocket for RAWCS

4.1 **AirCover / host protections**: Property damage and host liability issues are addressed by Airbnb's AirCover for Hosts program (e.g., host damage protection and host liability insurance) which is a program between Airbnb and the host. RAWCS and the Referrer are not insurers and are not responsible for administering or determining coverage. Any claim must be pursued through Airbnb's processes.

4.2 **Beneficiary liability**: The Beneficiary is responsible for any damage, losses or charges arising from the Beneficiary's (or their guests' or pets') acts or omissions to the extent not covered by Airbnb/host protections or the Program. The Beneficiary agrees to reimburse the host for amounts they pay because of the Beneficiary's conduct.

4.3 **No RAWCS/Rotary Club/District out-of-pocket**: Under no circumstances will RAWCS, the referrer Rotary Club or District be required to pay, advance or reimburse any amount out of its own funds for accommodation, damage, overstay, penalties, claims, fees, taxes, surcharges or any other amounts related to a stay. All such amounts are the responsibility of the Beneficiary (or, as relevant, Airbnb/host under their programs).

4.4 **Safety and suitability disclaimer**: Neither RAWCS nor the Referrer warrant the safety, condition, legality, accessibility or suitability of any listing or accommodation.

4.5 **Platform changes and outages**: RAWCS and the Referrer Rotary Club/District are not responsible for platform outages, listing withdrawals, host cancellations, program suspensions, chargebacks or any platform policy change by Airbnb.org/Airbnb.

4.6 **Right to Modify, Discontinue Support**: Airbnb.org reserves the right to modify, discontinue, or withhold Airbnb.org support to comply with any applicable law or regulation, or to protect and maintain Airbnb.org's tax exempt status or reputation.

5. No Guarantee

The Program depends on Airbnb.org approval, the availability of appropriate accommodation, and external factors. RAWCS and the referring Rotary Club/ District do not guarantee that it will obtain Airbnb credits for every instance within any particular time or geographic range, nor that any stay will meet the beneficiary's preferences. RAWCS and the Referrer are not liable if a stay cannot be found, is delayed, cancelled, or is found to be unsuitable by the Beneficiary.

6. Data and Privacy

6.1 **What we collect**: The Referrer (and/or RAWCS) will collect the Beneficiary's name, contact details, Airbnb-account email, usual residential address, number of family members, ages, pet information and Stay preferences (including accessibility needs) to facilitate the booking.

6.2 **Who we share with and why**: The Beneficiary authorises RAWCS and the Referrer to share this information (including via Smartsheet or equivalent tools) with Airbnb.org, Airbnb, payment/credit administrators, and relevant hosts to assess eligibility, obtain approval, and book/manage the stay.

6.3 **APP compliance and cross-border disclosures**: RAWCS will handle personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). The Beneficiary acknowledges that Airbnb.org/Airbnb will handle personal data under their own privacy policies and that some data may be stored or processed outside Australia.

6.4 **Retention**: RAWCS may retain limited identity and booking records needed for compliance and audit for up to 5 years after the stay (or as otherwise required by law). The Beneficiary can request access to, or correction of their personal information held by RAWCS.

7. Compliance with Laws and Codes

The Beneficiary must comply with applicable laws and any State or Territory short-term rental accommodation codes or similar instruments. The Referrer and RAWCS are facilitators only to the extent they arrange bookings.

8. Indemnities and Disclaimers (Protection for RAWCS, Referrer and Airbnb)

8.1 **Beneficiary indemnity**: To the maximum extent permitted by law, the Beneficiary:

1. **Release**

irrevocably releases Airbnb.org, Airbnb, RAWCS, and the Referrer, and each of their respective officers, directors, employees, agents, contractors, and volunteers (each an **Indemnified Party**), from all claims, actions, demands, proceedings, losses, damages, liabilities, costs, and expenses of any kind, whether present or future, known or unknown, arising out of or in connection with the Program or the Beneficiary's participation in it.

2. **Indemnity**

indemnifies and holds harmless each Indemnified Party from and against all claims, demands, losses, damages, liabilities, costs, and expenses (including legal costs on a full indemnity basis) arising out of or in connection with:

(a) the Beneficiary's stay at, use of, or conduct in any accommodation, including any personal injury, death, loss of or damage to property, or damage to third parties;
(b) any failure by the Beneficiary to comply with Airbnb or Airbnb.org platform terms, host house rules, booking conditions, or applicable laws, including any overstay;
(c) any information or data provided by the Beneficiary that is false, misleading, incomplete, or inaccurate;
(d) any third-party claim, including claims by hosts, neighbours, other guests, service providers, regulators, or insurers, and any related investigations, proceedings, or enforcement action; and
(e) any act or omission of the Beneficiary, whether negligent, reckless, or intentional.

3. **Scope and Operation of Indemnity**

This indemnity:

- applies **jointly and severally**;
- is a **continuing obligation** and survives expiry or termination of the Beneficiary's participation in the Program;
- applies regardless of whether the loss was foreseeable; and
- is not reduced or affected by any delay or failure by an Indemnified Party to mitigate loss.

4. **Limited Carve-Out**

The release and indemnity do not apply **only to the extent** that a claim is finally determined by a court of competent jurisdiction to have been caused directly by the **wilful misconduct** of RAWCS or the Referrer.

5. **Non-Excludable Rights**

Nothing in this clause limits or excludes any rights or remedies that cannot lawfully be limited or excluded under applicable Australian law, including the Australian Consumer Law.

8.2 **Referrer accuracy**: The Referrer indemnifies RAWCS for losses arising from knowing misstatements by the Referrer about eligibility or household composition, provided that RAWCS's sole remedy for good-faith errors is correction or removal from the Program.

8.3 **No consequential loss**: To the maximum extent permitted by law, RAWCS and the Referrer exclude all liability for indirect, consequential or special loss, loss of opportunity, or loss due to the unavailability or unsuitability of accommodation.

8.4 **No relationship with Airbnb**: The Beneficiary acknowledges RAWCS is independent of Airbnb.org and Airbnb and is not their agent. RAWCS is not responsible for Airbnb's or hosts' acts, omissions, platform terms, policies, programs (including AirCover) or decisions.

9. Overstay and Early Termination

9.1 **Overstay**: If the Beneficiary fails to vacate on time, RAWCS may notify Airbnb, and (if necessary) appropriate authorities. The Beneficiary is responsible for overstay fees, additional nightly charges, legal fees and any losses suffered by RAWCS, the Referrer, Airbnb or the host due to the overstay.

9.2 **Early termination**: RAWCS may cancel or discontinue a booking (or remove the Beneficiary from the Program) where required by Airbnb.org or due to non-compliance, safety concerns, unavailability, force majeure, or at RAWCS's reasonable discretion.

10. Miscellaneous

10.1 **Australia-wide application**: This Agreement applies throughout Australia and is governed by the laws of the State or Territory where the accommodation is located or, at RAWCS's election, the laws of New South Wales. The courts of that place have non-exclusive jurisdiction.

10.2 **No employment/agency**: Nothing creates an employment, partnership, joint venture or agency relationship between the Parties.

10.3 **Entire agreement**: This is the entire agreement between the Parties about its subject matter and supersedes prior understandings.

10.4 **Amendments**: Changes must be made in writing and signed.

10.5 **Severability**: Invalid terms are severed without affecting the remainder.

10.6 **Notices**: May be delivered by email to the addresses on page 1.

10.7 **Counterparts/e-signatures**: This Agreement may be executed in counterparts and electronically.

Schedule A – Referrer Certification (Rotary Club/District)

The Referrer hereby confirms and represents that:

1. **Occurrence of Qualifying Event**

The Qualifying Event has occurred, and the Referrer holds on file evidence confirming the event, being either:
(a) a media report from a reputable news organisation;
(b) an Emergency Warning or Alert issued by relevant authorities; or
(c) an official fire or incident report confirming the occurrence of the Qualifying Event.

2. **Verification of Information and Beneficiary Impact**

All required information and documentation have been obtained and verified. The Referrer further confirms that the Beneficiaries are directly impacted by the Qualifying Event, are experiencing financial and/or other forms of hardship as a result, and require temporary housing support.

3. **Accuracy of Referral Information**

The information provided in the referral Smartsheet, including but not limited to household composition and contact details, is accurate and complete to the best of the Referrer's knowledge and belief, and the proposed stay is not for business or leisure purposes.

4. **Identity Verification and Departure Confirmation**

The identity of the Beneficiary who is the Primary Guest named on the booking for the Stay has been verified, and the Primary Guest has confirmed their intention to check out of the accommodation on the designated departure date.

5. **Notification of Issues or Serious Incidents**

The Referrer will promptly notify RAWCS, for onward notification to Airbnb.org, if the Referrer becomes aware of any significant conflicts, material issues arising during a Stay, or if any Beneficiary has committed a serious criminal offence or an act of violence.

6. **Critical Worker Referrals**

Where the referral relates to a Critical Worker, the Referrer confirms that the individual is affiliated with the Referrer's Rotary Club or Rotary District, is actively deployed to perform time-limited critical response services in connection with mass displacement, and that the provision of temporary housing support will directly enable the delivery of assistance to Beneficiaries impacted by the Qualifying Event.

Schedule B – Beneficiary Confirmation

The Beneficiary hereby acknowledges that:

1. The Beneficiary (and, where applicable, the Beneficiary's family) has been directly impacted by a Qualifying Event and, as a result, requires temporary accommodation because the Beneficiary's primary residence is uninhabitable or inaccessible. The Beneficiary further acknowledges that they are experiencing financial and/or other hardship and that the Stay is not for business or leisure purposes.

2. The Beneficiary is over eighteen (18) years of age, or is accompanied by a legal guardian, and has the capacity to live independently or with appropriate support, as applicable.

3. The Beneficiary acknowledges and consents to the collection, use, and disclosure of their personally identifiable information (including name and contact details) to Airbnb.org and Airbnb for the purposes of facilitating the Stay, and to Airbnb.org sharing relevant information regarding the Stay with RAWCS and the Referrer.

4. The Beneficiary acknowledges that their need for temporary housing does not arise from homelessness or being unhoused and acknowledges their obligation to check out of the accommodation on the designated checkout date.

5. The Beneficiary acknowledges that they have read and understood this agreement and that all information provided by them is accurate and complete, including household details, contact information, pets, and any special or accessibility requirements.

Schedule C – Privacy Collection Notice & Consent (RAWCS)

Who collects your data: RAWCS (and the Referrer) collect your personal information to assess eligibility and arrange/book accommodation under the Program.

What we collect: Name, contact details, Airbnb account email, usual residential address, household composition, ages, pet details, special requirements (including accessibility), and booking information.

How we use and share it: We use your information to seek Airbnb.org approval, book with Airbnb/hosts, and report Program outcomes. We share with Airbnb.org, Airbnb, payment/credit administrators and hosts.

Legal basis and your rights: We comply with the Australian Privacy Principles. You may request access/correction. If you withhold information, we may be unable to arrange the stay. We generally retain limited identity records up to 5 years after the stay for compliance/audit, unless the law requires otherwise. Contact RAWCS at info@rawcs.org.au for privacy enquiries.

Execution

Rotary Australia World Community Service (RAWCS)

Name: _____

Title: _____

Signature: _____ Date: __ / __ / __

Email: airbnb@rawcs.org.au

Referrer (Rotary Club/District)

Entity: _____

Authorised Signatory: _____

Signature: _____ Date: __ / __ / __

Email: _____

Beneficiary

Full Name: _____

Signature: _____ Date: __ / __ / __

Email: _____