

VOLUNTARY COLLECTION AGREEMENT

THIS VOLUNTARY COLLECTION AGREEMENT ("Agreement") is between HOMEAWAY.COM, INC., a Delaware corporation and ("HomeAway"), Alachua County, a charter county and political subdivision of the State of Florida (the "County") and John Power, in his capacity as Tax Collector for Alachua County, Florida (the "Tax Collector"). Each party may be referred to individually as a "Party" and collectively as the "Parties."

HomeAway and its subsidiaries operate an internet-based platform that allows homeowners ("Homeowners") to advertise the availability of their properties to travelers ("Guests") seeking accommodations through Vrbo.com and localized Vrbo websites operating worldwide ("HomeAway Platform").

HomeAway, the Tax Collector and the County enter into this Agreement voluntarily in order to facilitate the collection and remittance of the County's Tourist Development Tax imposed under Chapter 38 of the Alachua County Code of Ordinances (the "Tax") by Homeowners and Guests on the HomeAway Platform for occupancy of accommodations located in the County in accordance with this Agreement as follows:

1. With respect to any transaction between a Homeowner and a Guest booked on and for which payment is completed on the HomeAway Platform for accommodations for which the Tax is due ("Booking Transaction"), and during the period in which this Agreement is in effect (as defined below), and solely pursuant to the terms and conditions of this Agreement, HomeAway agrees to collect and remit the Tax.

2. The Tax shall be collected and remitted at the applicable rates by HomeAway based upon the entire amount charged by the Homeowner in connection with the Booking Transaction, including but not limited to the following fees charged by a Homeowner: rental fee, service fee, booking fee, cleaning fee, property damage fee, and any other use-related fee; but excluding refundable damage deposits. Tax shall not be collected on the Traveler Service Fee ("TSF") charged by HomeAway to Guests. HomeAway is not a "person receiving the consideration" or a "dealer" under the Tax. HomeAway shall file returns on the form and by the due dates described in the Code or as agreed between the parties in writing. For the avoidance of doubt, it is understood and agreed by the Parties, that HomeAway will file returns and remit any Tax collected, based on the date of the booking transaction.

3. HomeAway agrees to commence collecting the Tax starting on October 1, 2024 (the "Effective Date") and remitting any Tax collected in accordance with Paragraph 2. For the avoidance of doubt, this Agreement to collect shall not extend to any period or transaction prior to the Effective Date or after the termination of this Agreement, or to any user's transaction completed through any means, method or platform other than the HomeAway Platform.

4. The Tax Collector agrees to confirm the jurisdictional boundaries of Alachua County with HomeAway's third-party tax content provider within 90-days of the Effective Date. The content provider is Vertex and boundaries can be verified by emailing gis@vertexinc.com. If the Tax

Collector on behalf of the County fails to confirm the boundaries, the County and the Tax Collector agree to accept the boundaries as determined by HomeAway.

5. On a prospective basis upon the Effective Date of this Agreement, and during any period in which this Agreement is in effect, in accordance with the terms of this Agreement, HomeAway agrees contractually to assume liability for any failure to report, collect, and/or remit the correct amount of the Tax for any Booking Transaction, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with law. Nothing contained herein nor any action taken pursuant to this Agreement, including but not limited to the collection or remittance of the Tax, shall impair, restrict, or prevent HomeAway from asserting that any Tax and/or penalties, interest, fines, or other amounts assessed against it were not due or are the subject of a claim for refund under applicable law, or from enforcing any and all rights accorded to it pursuant to law.

6. During any period in which this Agreement is in effect, and without waiving any audit rights provided to the Tax Collector and the County, with respect to any transaction for which the Tax is due and paid pursuant to this Agreement, the Tax Collector and the County agree to audit HomeAway in the manner provided in the Code, except that: (a) HomeAway will not be required on the basis of this Agreement to disclose the Homeowner or Guest name or property address at issue; (b) the Tax Collector and County shall not, directly or indirectly, audit any individual Guest or Homeowner relating to such transactions; and (c) if there are errors in the jurisdictional boundaries, HomeAway will provide the URL of the property listing after the County updates the boundaries with HomeAway's third-party content provider in accordance with Paragraph 4. The Tax Collector and/or the County shall complete any audit of HomeAway's books and records within the time period permitted under the applicable statute of limitations and shall not request or require HomeAway to execute any waiver extending the allowable time period for completing such audit. Nothing in this paragraph prevents the Tax Collector or the County from auditing an individual who (or entity that) happens to be a Homeowner based upon transactions that the Tax Collector or the County learns of independently.

7. Upon the Tax Collector or the County's request in connection with an audit, HomeAway shall submit all applicable transaction data based on reservation ID, or other type of transaction ID, as maintained by HomeAway in its ordinary course of business. The Parties agree that HomeAway is not required, on the basis of this Agreement, to produce any Homeowner or Guest name or address relating to any transaction in connection with an audit or otherwise, except pursuant to a lawfully issued subpoena or court order.

8. During any period in which this Agreement is in effect, and on the condition that HomeAway is in compliance with its obligations under this Agreement, and solely with respect to Booking Transactions, said Homeowner shall not be required to individually register with the Tax Collector or the County to collect, remit and report the Tax. However, nothing in this Agreement shall relieve Guests or Homeowners from any responsibilities with respect to the Tax, including, without limitation, any obligation to register with the Tax Collector or the County or to collect, remit, and report the Tax for transactions completed through any other means, method, device, or platform, or restrict the Tax Collector or the County from investigating or enforcing any provision of applicable law against any such person or entity for any occupancy arranged directly or indirectly through any other means.

9. The Tax Collector agrees, for the purpose of facilitating this Agreement, that it shall not make any assessment, supplemental assessment, or claim for the Tax as to HomeAway for any period prior to the Effective Date of this Agreement; and to the extent authorized by Florida law, it releases and discharges any claims against HomeAway (and its present or former: successors, direct or indirect members, parents, subsidiaries, affiliates, agents, legal representatives, insurers, employees, officers, directors and shareholders) from any and all past, present, or future assessments, causes of action, claims, demands, expenses, damages, or losses, of whatever kind or nature, known or unknown, asserted or unasserted, in law or equity, whether statutory or common law, which existed, accrued, or arose related to the Tax for the period preceding the Effective Date of this Agreement. Nothing contained herein shall constitute a waiver by the Tax Collector or the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

10. To the extent provided by federal or state of Florida law, any and all tax returns, information, data, records or documents provided to the Tax Collector or the County in connection with this Agreement, including but not limited to any audit, shall be deemed confidential and shall not be shared with any third party, including but not limited to any other governmental agency or any other jurisdiction, except pursuant to a lawfully issued subpoena or court order.

11. This Agreement is solely for the purpose of facilitating the administration and collection of the Tax due for Booking Transactions. It is expressly understood and agreed by the Parties that neither Party has made any concessions regarding the merits of its respective positions nor the merits of the other Party's positions with respect to the collection of the Tax addressed in this Agreement.

12. The Tax Collector agrees to work with HomeAway to answer any questions received from Homeowners and the public about HomeAway's tax collection and remittance process under this Agreement. If requested by the Tax Collector or the County, HomeAway will provide information to the Tax Collector to be used by the Tax Collector or the County to answer questions from Homeowners, travelers and others.

13. No modification of this Agreement shall be effective unless in writing and signed by both parties.

14. This Agreement may be terminated by HomeAway or the Tax Collector or the County upon 30 days' written notification to the other Parties. Any termination under this Paragraph shall not affect the duty of HomeAway to remit to the Tax Collector any Tax collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by HomeAway to the Tax Collector as of the date of termination.

15. 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 Florida without regard to its conflict of law principles. If any dispute arising of or relating to this Agreement, the Parties agree that venue will be in a court of competent jurisdiction in and for Alachua County, Florida.

16. 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.

17. The Parties represent and warrant that they each have the legal authority to enter this Agreement, that the person executing the Agreement of behalf of either Party is authorized to do so, and that the Agreement shall be binding and enforceable when duly executed and delivered by each Party.

18. This Agreement is executed in more than one counterparts, each of which shall be deemed an original, and all counterparts individually or together shall constitute one and the same Agreement. Further, the reproduction of an original signature by electronic means shall be deemed to be an original signature.

19. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against another Party.

20. The Parties agree that each shall treat as confidential all information furnished to it by the other Party under this Agreement to the extent such information is exempt or confidential and exempt under federal or state of Florida law; *provided, however*, that a Party may disclose the confidential information of the other Party to those of its employees, consultants (including professional advisers) and affiliates that require access to such exempt or confidential information in order to permit such Party to exercise its rights and perform its obligations hereunder. Nothing in this Agreement shall prevent the disclosure by a Party or its employees, contractors, or affiliates of an item of confidential information that is made public by the disclosing party or released from confidential treatment by written consent of the disclosing Party.

21. A 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 Parties which consent shall not be unreasonably withheld. Notwithstanding the foregoing, HomeAway may assign this Agreement in its entirety without the Tax Collector and the County's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all Tax and all other sums due at the time of the attempted assignment have been paid in full. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

22. 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, by facsimile with telephonic confirmation of receipt, or by email. 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 HomeAway: HomeAway.com, Inc.
Attn: Stephanie Gilfeather
1111 Expedia Group Way West
Seattle, WA 98119
Email: sgilfeather@expediagroup.com

With a copy to: HomeAway.com, Inc.
Attn: Christy Vernor
11920 Alterra Pkwy
Austin, TX 78758
Email: cvernor@expediagroup.com

To County: Alachua County, FL
Attn: Alachua County Manager
12 SE 1st Street, Gainesville FL 32601

With a copy to: Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

To Tax Collector: Alachua County Tax Collector
12 SE 1st Street, Gainesville, FL 32601

JOHN POWER, IN HIS CAPACITY AS TAX
COLLECTOR FOR ALACHUA COUNTY

By:  _____

____ 10 ____ day of AUGUST, 2024

HOMEAWAY.COM, INC., a Delaware
corporation

By: _____
Stephanie Gilfeather

____ day of _____, 2024

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office