

AirBNB Discussion

- AirBNB requires end-users to agree to and assume all liability (one-sided indemnification) in advance
 - Requires a one-sided contract to be signed at the time of booking, which puts all risk on the renter/employer and may not allow cancellations without cost as hotels often do.
 - Keenan (insurance administrator) has offered an opinion that the language states that the District would be responsible if anything happens.
- ADA Compliance
 - We have no confirmation that a location is ADA compliant.
- Privacy Breach
 - If staff and students are sharing a large home, some may be forced to share bathrooms, bedrooms, and possibly beds. This could attract incidents of unwelcome contact.
 - There have been many reports of hidden cameras in AirBNB's, which comprises the safety and privacy of employees.
 - District may ultimately be held accountable for a privacy breach or misconduct allegation
- Safety
 - The condition of the home and furnishings, including whether or not it is up to code, does not need to be disclosed. The home is rented as-is.
 - Hotels typically have a responsibility to maintain their facilities, and have documented maintenance procedures.
 - The number of individuals with access (keys) to the property is unknown, which compromises the safety of our employees and their belongings.
- Property Damage
 - Whereas hotels assume liability for minor damages this may not be the case with AirBNB stays, which potentially puts District at increased liability for damages or injuries that occur.
- Security
 - Hotels typically have embedded security measures and risk can usually be transferred to the hotel.
- Insurance coverage
 - Hotels typically have much higher levels of insurance than a private home owner.

Recommendation:

Use of AirBNB for conference and travel accommodations will only be considered a reimbursable expense if pre-approved by the Board.