

**SHORT-TERM RENTAL DATA SHARING AGREEMENT
(the "Agreement")**

Between

**CITY OF TORONTO
(the "City")**

OF THE FIRST PART

-and-

**[Insert Short Term Rental Company Name]
(the "STR Company")**

OF THE SECOND PART

Whereas Toronto Municipal Code Chapter 547, Licensing and Registration of Short-Term Rentals ("Chapter 547") regulates the operation of Short-Term Rental Companies ("STR Companies") and Short-Term Rental Operators ("STR Operators") in the City of Toronto;

Whereas Toronto Municipal Code Chapter 758, Taxation, Municipal Accommodation Tax ("Chapter 758") requires the payment by purchasers and the collection and remittance by STR Operators of a tax related to Short-Term Rental Accommodation and allows the City and an STR Company to enter into an agreement for the STR Company to be designated as a tax collection agent on the City's behalf;

Whereas Chapters 547 and 758 require the City and the STR Company to collect and exchange data about STR Operators who are using the STR Company's platform, so that the STR Company can comply with Chapter 547 and the City can perform licensing services, collect the Municipal Accommodation Tax, enforce the Toronto Municipal Code, and advance studies, among other things;

Whereas the collection, storage, use, disclosure, and disposition of data exchanged by the STR Company and the City, including information with respect to STR Operators, must be done in accordance with all relevant privacy legislation and Chapter 547 and Chapter 758;

THE PARTIES AGREE AS FOLLOWS:

1.0 Interpretation

1.1 The following terms shall have the meanings indicated unless otherwise specified:

"Application Programming Interface" or "API" means a computer system interface used to exchange data, by having a system provide an API that other systems use to get or record data.

"City Business Record" means the specific records, or Data that forms part of those records, created by or for the City under the terms of this Agreement, and identified as such herein.

"Consent" means the document attached to this Agreement as Schedule "A".

"Data" means all information and data fixed in any medium of expression, regardless of form or format. Data includes "personal information" defined in s. 2 of MFIPPA, even if such information is not subject to MFIPPA.

"Executive Director" means the Executive Director, Municipal Licensing and Standards Division of the City of Toronto.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c. M.56.

"PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5.

"Secure Web Upload" means a City web page that provides STR Company with the ability to upload data to the City as a means of provided data with the City.

"Short-Term Rental" means a Short-Term Rental as defined in Chapter 547.

"STR Company" means a Short-Term Rental Company as defined in Chapter 547 that is licensed or is required to be licensed under Chapter 547.

"STR Company Data" means any Data collected or otherwise obtained by an STR Company for purposes other than its obligations under this Agreement.

"STR Data-Sharing API" means a City API used by the STR Company systems to deliver data to the City.

"STR Operator" means any person who operates a short-term rental that is registered or required to be registered under Chapter 547.

"STR Operator Removal Data" shall include, but is not limited to:

For each request made by the City to the STR Company for the removal of listings or advertisements related to a STR Operator from the STR Company's platform:

- (1) The name, short-term rental address, and registration number of the STR Operator, and such other information as required by the Executive Director to identify the removal request;
- (2) The date of the removal request by the City; and

- (3) The date that the Short-Term Rental listing or advertisement was removed from the STR Company's platform.

"STR Operator Removal Data Report" means the document prepared for the City that contains any of the STR Operator Removal Data, which shall be in the form approved by the Executive Director and shall be a City Business Record.

"STR Operator Removal Request" means the document prepared by the City containing such Data as is sufficient to inform the STR Company of the City's request for the removal of a listing or advertisement related to a Short-Term Rental or STR Operator from the STR Company's platform, and shall be a City Business Record.

"STR Operator Transaction Data" shall include, but is not limited to:

For each concluded transaction in relation to a Short-Term Rental listed or advertised on a STR Company's platform:

- (1) The name, short-term rental address, and registration number of the STR Operator;
- (2) The number of nights the Short-Term Rental was rented;
- (3) The check-in date and check-out date;
- (4) Any identification number assigned to the transaction by the STR Company;
- (5) The nightly and total price charged for the Short-Term Rental net of HST;
- (6) Whether the rental was an entire-unit rental or partial-unit rental;
- (7) The amount of the transaction, if any, that is exempt from taxation under Chapter 758; and
- (8) If the STR Company has signed a Voluntary Collection Agreement with the City, whether or not the STR Operator has agreed to the STR Company remitting the Municipal Accommodation Tax due for the transaction.

"STR Operator Transaction Data Report" means the document prepared for the City that contains any of the STR Operator Transaction Data, which shall be in the form approved by the Executive Director and shall be a City Business Record.

1.2 The parties understand that this Agreement establishes their obligations with respect to "Data-Sharing", which means the collecting, exchanging, and disclosing of Data collected by the STR Company and provided to the City, or provided by the City to the STR Company, as necessary to process licence and registration applications, monitor and enforce compliance of the STR Company and STR Operators with the requirements of this Agreement and Chapter 547, collect a Municipal Accommodation Tax and enforce Chapter 758, and conduct related policy research, studies, by-law reviews, and other initiatives.

2.0 STR Company Requirements

- 2.1 The STR Company shall distribute to STR Operators the Consent described in subsection 4 in the form and manner approved by the Executive Director.
- 2.2 The STR Company shall collect from the STR Company Data the information comprising the STR Operator Transaction Data and create the STR Operator Transaction Data Report.
- 2.3 The STR Company shall, upon receiving a STR Operator Removal Request, collect from the STR Company Data and the STR Operator Removal Request information comprising the STR Operator Removal Data and shall create the STR Operator Removal Data Report.
- 2.4 The STR Company shall transmit the STR Operator Transaction Data Report and STR Operator Removal Data Report to the City in accordance with Section 5 and on a monthly basis, unless any variation to this schedule is approved the Executive Director.
- 2.5 The parties acknowledge and agree that any Data delivered or otherwise supplied to the City by the STR Company under this Agreement, including the Agreement itself, may be subject to disclosure under the terms of MFIPPA. The parties agree that the City will not be found in breach of this Agreement where the City discloses Data in accordance with applicable law.

3.0 Manner of Data Collection by STR Company

- 3.1 The STR Company shall ensure that each STR Operator on its platform has agreed to the Consent prior collecting their information and disclosing it to the City under this Agreement.
- 3.2 The STR Company shall retain proof that each STR Operator on its platform has agreed to the Consent, in a form and manner approved by the Executive Director, and shall provide such proof to the City for any STR Operator immediately upon request by the Executive Director.
- 3.3 After obtaining the agreement of each STR Operator to the Consent and retaining proof of such agreement, the STR Company shall collect the STR Operator Transaction Data and STR Operator Removal Data from STR Company Data and the STR Operator Removal Request.

4.0 Consent Requires Approval by the City

- 4.1 The STR Company shall:
 - a. Provide to STR Operators on its platform the form of consent that it shall use to comply with this Agreement and the requirements of Chapter 547 and Chapter 758 related to Data collection, as attached in Schedule "A" to this Agreement (the "Consent"); and
 - b. Before using the Consent, obtain approval from the Executive Director of the way in which STR Operators will agree to the Consent.
- 4.2 If, during the term of this Agreement, the STR Company wishes to amend the Consent or the manner in which STR Operators are asked to agree to the Consent, the STR Company shall

provide the proposed amended Consent and information regarding the method by which STR Operators would be asked to agree to the Consent to the Executive Director for approval.

4.3 In the event that, during the term of this Agreement, the City is authorized to collect further Data regarding STR Operators on the STR Company's platform, the STR Company shall provide such other Data, and all assistance requested by the Executive Director to allow the City to provide any further notice or consent to STR Operators to comply with MFIPPA.

4.4 The STR Company shall not collect, store, use, exchange, or disclose any City Business Record or Data contained therein relating to an individual unless it has confirmed that the individual has received and agreed to the Consent.

5.0 Security and Method of Data Transfer

5.1 The STR Company shall ensure that City Business Records and any Data contained therein are stored separately, in a secure manner and format, from STR Company Data.

5.2 The STR Company shall ensure that appropriate security protocols, to the satisfaction of the Executive Director, are in place to ensure that access to City Business Records and the Data contained therein is restricted only to STR Company staff who require access for the purposes of fulfilling the STR Company's obligations under this Agreement ("Authorized Staff").

5.3 The STR Company and the City shall use Secure Web Upload, an API, or another means agreed to by the parties in the form and manner approved by Executive Director, for the transfer of City Business Records to or from the City in accordance with the technical requirements set out as follows. The STR Company agrees that the use of e-mail to transfer City Business Records is prohibited.

5.4 The STR Company agrees that all Data-Sharing involving City Business Records shall be in compliance with this Agreement, and that no other transfer method will be used before or after STR Company's licence is issued without the prior written consent of the Executive Director.

5.5 The STR Company agrees to implement the technical requirements requested by the Executive Director to permit all Data-Sharing involving City Business Records to be encrypted during transmission between the parties.

5.6 If the STR Company is using an API for Data Sharing, it agrees to provide the City with 60 days advance notice of all STR Company API changes that will require reprogramming or retesting of systems by the City, including changes arising from but not limited to: API hostname changes, changes to the IP address (or addresses) of the API server, and API interface changes, data-format changes, or upgrades. For routine planned maintenance that will affect use of the production API, including programming code upgrades, the STR Company shall provide the City with 14 days advance notice.

5.7 The STR Company agrees that the City Business Records and the Data therein shall only be shared with the City in accordance with this Agreement, and with no other person. If the STR Company receives any request to share City Business Records or the Data therein from a third party or by any method other than that required by this Agreement, the STR Company shall

immediately report the details of such a request to the Executive Director, except where prohibited by law. Nothing in this section shall affect the STR Company's use of STR Company Data for its own purposes.

- 5.8** The City and the STR Company will test the technical requirements implemented for Data-Sharing under this Agreement to the satisfaction of the City prior to the STR Company licence being issued using "Test Data". "Test Data" includes fictitious Data or other Data which has had personal information replaced with fictitious information and/or general characters such that the Data is no longer unique or associated with any identifiable individual.
- 5.9** The STR Company shall take all reasonable measures to ensure that all Data delivered to the City is accurate and complete, and is provided to the City in an electronic format approved by and satisfactory to the Executive Director.

6.0 Storage and Retention of Data

- 6.1** The STR Company shall securely store City Business Records for a minimum of three years after the receipt or creation thereof, as required by Chapter 547 and Chapter 758. After such time, the STR Company may request permission from the City to either destroy or return to the City all copies of City Business Records and the City shall provide direction to the STR Company on this request within 7 business days. The STR Company shall provide the City written confirmation of the destruction or return of City Business Records upon request.
- 6.2** The STR Company agrees that all City Business Records shall be stored in a manner that would constitute, to the satisfaction of the Executive Director, reasonable measures to prevent inadvertent or damage and to prevent access to them other than by Authorized Staff.
- 6.3** In any event, upon expiry or termination of the STR Company's licence, the STR Company agrees that all City Business Records created or received by the STR Company as a result of or in connection with its operations as a licensed STR Company shall be destroyed or returned to the City in a form and manner approved by the Executive Director within 45 calendar days.
- 6.4** All City Business Records sent to or received from the City by the STR Company shall be stored in a separate and secure location from STR Company Data. The STR shall ensure that only Authorized Staff of the STR Company have access to City Business Records. Personnel assigned by the STR Company to perform tasks related to or to produce City Business Records or any part thereof, may, in the sole discretion of the Executive Director, be required to sign non-disclosure agreements satisfactory to the City before performing such tasks.
- 6.5** The STR Company agrees that it will make a proposal to the City detailing how and where it intends to store, maintain, and transmit City Business Records in a manner that is consistent with City's record-keeping requirements. The STR Company agrees that it will not create any City Business Records under this Agreement until such time as the Executive Director gives written consent to the STR Company's proposal. The STR Company acknowledges that the City may require amendments to this Agreement as a condition of accepting the STR Company's proposal and that if these amendments are not agreed to by the parties, the City shall have the right to refuse the STR Company's proposal.

6.6 The STR Company shall provide to the City a certificate of destruction or an affidavit, satisfactory to the Executive Director, as proof of the destruction or return of the City Business Records in the manner required by the Executive Director.

7.0 City Data Sharing Activities

7.1 The City shall provide the STR Company with such Data as the City believes is required for the STR Company to undertake the removal of listings or advertisements from the STR Company's platform, such as the STR Operator's registration number, the address of the short-term rental, or the related URL, through the provision of a STR Operator Removal Request.

7.2 The City shall provide the STR Company with such other Data related to STR Operators as the City believes is required for the STR Company to monitor and manage its compliance with the requirements of Chapter 547 and Chapter 758 and such other policies of the City as apply to the STR Company, including access to an API or other means agreed to by the parties by which the City will provide the STR Company with the current registration status of STR Operators.

8.0 Disclosure Rules

8.1 The STR Company agrees that it will not disclose any City Business Record except as may be required to fulfill its obligations under this Agreement, or as outlined in this section.

8.2 The parties agree that upon confirmation of the Consent, that the STR Company may use, and otherwise disclose the content of the STR Operator Removal Request for purposes unrelated to the obligations of the STR Company to the City under this Agreement.

9.0 Unauthorized Disclosure

9.1 If the STR Company becomes aware of any breach or compromise of its security that has or may lead to disclosure to unauthorized sources of any City Business Record or any Data collected or otherwise obtained by the STR Company to fulfill its obligations under this Agreement, it shall immediately advise the Executive Director in writing.

9.2 The STR Company shall take immediate steps to correct, restore, or implement new security measures to address the cause of any such breach or compromise for the purpose of ensuring compliance with its obligations to ensure that City Business Records are secure and that access to City Business Records is restricted to Authorized Staff.

9.3 If the STR Company becomes aware of any breach or compromise of its security that has or may lead to any violation of the provisions of PIPEDA that are applicable to its business, even where the breach or compromise does not relate to City Business Records, the STR Company shall immediately inform the Executive Director of such breach or compromise in writing, and take immediate steps to correct, restore, or implement new security measures to address its cause, which shall be applied to any City Business Records held by the STR Company.

9.4 The STR Company shall advise the Executive Director as to what caused or contributed to a breach or compromise described in sections 9.1 or 9.3 and what measures will or have been

taken to address it. Upon receiving this information, the Executive Director shall, as soon as practicable, provide notification of any additional steps that the City believes are required to address the breach or compromise with respect to City Business Records or any Data collected or otherwise obtained by the STR Company to fulfill its obligations under this Agreement. The STR Company shall promptly take the additional steps set out by the Executive Director to address the breach or compromise and shall notify the Executive Director when the breach or compromise is corrected, restored, or when new security measures are in place.

10.0 Amending and Assignment

10.1 This Agreement may be amended only by written agreement of the parties. Any amendments must comply with the requirements of MFIPPA, PIPEDA, and the Toronto Municipal Code.

10.2 This Agreement enures to the benefit of and is binding upon each party, its successors and permitted assigns. The STR Company shall not assign or sub-contract this Agreement or any interest herein without the prior written consent of the City. No assignment or sub-contracting of this Agreement, in any circumstances, relieves the STR Company of its responsibilities, obligations and liabilities regarding City Business Records, or any Data collected or otherwise obtained by the STR Company to fulfill its obligations under this Agreement.

11.0 Changes that may Affect Data Sharing

11.1 If Chapter 547, Chapter 758, or other Chapters of the Toronto Municipal Code, MFIPPA, PIPEDA, or any other relevant legislation is amended and, as a result, provisions of this Agreement must be amended in order to ensure compliance with any of the legislative requirements applicable to the parties, the Executive Director shall notify the STR Company of the terms of the Agreement that must be amended. Any amendments subsequently agreed upon shall be in writing and executed by the parties. If the parties cannot agree upon whether or how the Agreement shall be amended, the Agreement shall be terminated.

12.0 Termination and Remedies

12.1 The Agreement shall terminate 12 months from the date that the STR Company's licence is issued, unless it is terminated sooner in accordance with the provisions of this Agreement. Failure of the STR Company to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the STR Company if a breach which is remediable is not rectified in that time.

12.2 If, by January 1, 2021, (i) the STR Company does not make a proposal under section 6.5 or (ii) the City, in good faith, does not accept such a proposal, the City may immediately terminate this Agreement without further liability to the City. The STR Company agrees that the termination of this Agreement shall constitute reasonable grounds for the City to revoke any licence issued to the STR Company under Chapter 547 and to terminate any agreement that the City and STR Company may have entered into for the STR Company to be designated as the City's tax collection agent.

12.3 No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall

preclude any other or further exercise of them or the exercise of any other right or remedy.

- 12.4** If the Agreement is terminated for any reason, the City shall not incur any liability to the STR Company in relation to its collection, storage, use, exchange, disclosure or disposition of Data or its acquisition or use of equipment, work, or services for the purposes of this Agreement.
- 12.5** The City may terminate this Agreement on written notice to the STR Company, effective immediately, if: (i) the STR Company ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver; or (ii) the adoption of any law or regulation, or the issuance of any order or decision made by a court or tribunal of competent jurisdiction, conflicts with any proposal made by a STR Company under Section 6.5.
- 12.6** The STR Company agrees that any collection, disclosure, or use of City Business Records or Data in a manner contrary to the requirements of this Agreement may cause irreparable harm to the City and that remedies at law may be inadequate to protect against such a breach. Where the breach is ongoing, the STR Company agrees in advance to the granting of injunctive relief, including the requirement that the STR Company cease its business operations, without proof of actual damages, in addition to any other remedy the City may be entitled to at law.
- 12.7** The STR Company agrees that it will well and truly save, defend, keep harmless, and fully indemnify the City, its successors and assigns, officers, employees, agents, sub-agents, contractors, and subcontractors (the "Indemnitees") from and against all actions, claims, and demands whatsoever ("Proceedings") that may be brought against or made upon the Indemnitees and against all loss, liability, judgments, claims, costs, demands or expenses that the Indemnitees may sustain, suffer or be put to that relates to the failure or alleged failure of the STR Company to exercise reasonable care, skill, or diligence in the performance of its obligations under this Agreement, including any costs the Indemnitees may have incurred before the STR Company was notified of such Proceedings or that the City may incur should it choose to defend itself. For the purposes of this section, "costs" shall include costs awarded in accordance with the order of a court, board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action, but in no circumstance shall the STR Company agree to the settlement of a Proceeding with respect to the Indemnitees without the City's prior approval.

13.0 Audit

- 13.1** The STR Company agrees that the City shall have the right to audit any aspect of the STR Company's operations, including all books, accounts, financial records, electronic records, reports, files and all other papers, things, or property belonging to and/or used by the STR Company in relation to its obligations under this Agreement and its compliance with the applicable provisions of the Toronto Municipal Code, and that the City shall have unrestricted access for that purpose during the term of this Agreement, through its own staff (including its Auditor-General and his/her staff) or any other person(s) or entity(ies) engaged at its direction.
- 13.2** Any audit conducted by the City's Auditor-General shall be for the purposes of and subject to the requirements of Part V of the *City of Toronto Act, 2006*, and any other audit conducted by the City shall be for the purposes of: (1) verifying the accuracy of the records and data provided to the City under this Agreement; (2) verifying the STR Company's compliance with

obligations under the applicable provisions of the Toronto Municipal Code; and (3) examining the STR Company's performance of and conformance to the terms of this Agreement.

13.3 Without charge, the STR Company shall provide for every audit access to all such records as described above and provided for under this Agreement and appropriate support to auditing personnel, including, without restriction, timely and complete responses to relevant inquiries. Auditing personnel shall make every reasonable effort to minimize their use of the STR Company's resources, and minimize disruption to its service and other business activities.

14.0 Governing Law

14.1 This Agreement is governed and construed in accordance with the laws of the Province of Ontario. The parties irrevocably attorn to the courts of that province, and agree that any proceeding in relation to this Agreement shall be commenced in Toronto.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED AND DELIVERED

In the presence of:

)	CITY OF TORONTO
)	per:
)	
)	
)	_____
)	Executive Director,
)	Municipal Licensing and Standards
)	
)	
)	_____
)	Date
)	
)	
)	STR Company
)	per:
)	
)	
)	
)	_____
)	Name:
)	Title:
)	
)	
)	_____
)	Date

SHORT-TERM RENTAL DATA SHARING AGREEMENT

SCHEDULE A – CONSENT

I, {individual's name}, understand that (by using / further use of) the services of {Short-Term Rental Company Name} and operating on its platform shall, going forward, result in the collection, disclosure, and transfer of information from or about myself to the City of Toronto (the "City"), including my full name, residential address, City-issued registration number and information related to my short-term rental in Toronto, including the dates for which it was rented, whether the rental was for an entire or partial unit, and transaction data , such as the amount charged for each rental.

I, {individual's name}, authorize the City to collect this information indirectly by accessing copies of this information collected by {Short-Term Rental Company Name}, and for the {Short-Term Rental Company Name} to disclose and transfer this information to the City.

The information collected by the City shall be used to: process and evaluate applications for registrations under Toronto Municipal Code, Chapter 547, Licensing of Short-Term Rentals; to issue, monitor, and regulate registrations in accordance with Chapter 547; to investigate potential violations and enforce the provisions of Chapter 547; to carry out studies, by-law reviews, and other initiatives; and to contact short-term rental operators about services offered by the City.

The information collected by the City shall be used to: facilitate the collection of a tax related to short-term rental accommodation under Chapter 758, Taxation, Municipal Accommodation Tax; to investigate potential violations and enforce the provisions of Chapter 758; to carry out studies, by-law reviews, and other initiatives, and to contact short-term rental operators about services offered by the City.

This information is collected under the authority of ss. 7, 8, 86, and 267 of the *City of Toronto Act, 2006* and Toronto Municipal Code Chapter 547 and Chapter 758. Any questions concerning this collection by the City may be directed to the Manager of Licensing Services, 850 Coxwell Avenue, 3rd Floor, Toronto, Ontario, M4C 5R1, or by telephone at: 416-392-6700.