

**AMENDMENT NUMBER TWO (2) TO THE AGREEMENT BETWEEN FIU AND HOTEL**

This Amendment No. 2 (two) to the Agreement (the “**Amendment**”) is made and entered on the last date signed below “**Effective Date**”), by and between **The Florida International University Board of Trustees**, a public body corporate (“**FIU**” or “**University**”), for and on behalf of its various departments and colleges (“**Department**”) and **Selina Operation Miami River LLC**, a **Florida limited liability company**, doing business as **Selina River Inn** whose address is 437 SW 2<sup>nd</sup> Street, Miami, FL 33130, (the “**Hotel**”).

**WHEREAS**, the FIU and the Hotel entered into that Master Hotel Agreement dated **January 30, 2020** for accommodations, meeting space, and/or services for events; as amended by that certain Amendment Agreement dated March 21, 2023 Collectively, the (“**Agreement**”)

**WHEREAS**, the parties desire to amend the Agreement as set forth herein.

**NOW THEREFORE**, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify the original agreement as follows:

**1. Amendment.** The Maximum Rate Schedule outlined in Section 17 – Rate Schedule in the Agreement, Amendment Agreement dated March 21, 2023 is hereby amended as follows for the period of **January 1, 2024** thru **December 31, 2024**. All blackout dates listed below shall apply for the period of January 1, 2024 through December 31, 2024. All other terms and conditions shall remain the same

Jan	Feb – April	May	June - Oct	Nov - Dec
\$139.00	\$175.00	\$139.00	\$105.00	\$139.00

**Black Out Dates for 2024:**

- February 16-18 Coconut Grove Arts Festival
- March 21-23 Ultra Music Festival
- May 3-4 Formula 1
- December Art Basel -**Dates Unknown**
- December 30-31 NYE

**2. Ratification.** Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

**3. Conflict.** In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

**4. Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

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**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date written above.

FOR THE **HOTEL:**

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**Selina Operation Miami River LLC  
dba Selina River Inn**

BY:  DocuSigned by:  
Sparkle Buntyon  
BD2F7745D483492...

NAME & TITLE: SPARKLE BUNTYON, REGIONAL DIRECTOR  
OF CORPORATE TRANSIENT SALES

DATE: 11/2/2023

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BY:

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NAME & TITLE:

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DATE:

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FOR **FIU:**

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**The Florida International University Board of Trustees**

BY: DocuSigned by:  
*Crystal Herrera*  
NAME & TITLE: Crystal Herrera, Interim Director of  
Procurement

DATE: 11/3/2023

**Certificate Of Completion**

Envelope Id: 7BE01C0D99744E5D80A5E78528CAA8A7	Status: Completed
Subject: Signature request on Contract Selina Operation Miami River, LLC dba Selina River Inn	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	FIU Jaggaer TCM (Contract+) Account
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	11200 S.W. 8TH ST.
	PC 00511
	MIAMI , FL 33199
	tcm@fiu.edu
	IP Address: 35.170.89.44

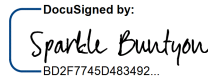
**Record Tracking**

Status: Original	Holder: FIU Jaggaer TCM (Contract+) Account	Location: DocuSign
11/1/2023 3:58:32 PM	tcm@fiu.edu	

**Signer Events**

Sparkle Buntyon  
 sparkle.buntyon@selina.com  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 BD2F7745D483492...

**Timestamp**

Sent: 11/2/2023 9:41:41 AM  
 Viewed: 11/2/2023 9:42:33 AM  
 Signed: 11/2/2023 9:42:48 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 70.231.32.180

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/2/2023 9:42:33 AM  
 ID: 97a890a7-fe05-44f4-b7ab-5ec4860bd50a

Crystal Herrera  
 cherrera@fiu.edu  
 Interim Director Procurement  
 Florida International University Board of Trustees  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 F02EB06BBAB843C...

Sent: 11/2/2023 9:42:49 AM  
 Viewed: 11/3/2023 8:11:17 AM  
 Signed: 11/3/2023 8:11:59 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 131.94.186.90

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/2/2023 9:41:41 AM
Certified Delivered	Security Checked	11/3/2023 8:11:17 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	11/3/2023 8:11:59 AM
Completed	Security Checked	11/3/2023 8:11:59 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Florida International University:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@fiu.edu](mailto:docusign@fiu.edu)

### **To advise Florida International University of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@fiu.edu](mailto:docusign@fiu.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@fiu.edu](mailto:docusign@fiu.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [docusign@fiu.edu](mailto:docusign@fiu.edu) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Florida International University as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Florida International University during the course of your relationship with Florida International University.