

AMENDMENT NUMBER ONE (1) TO THE AGREEMENT BETWEEN FIU AND HOTEL

This Amendment No. One (1) to the Agreement (the “**Amendment**”) is made and entered into on the last date signed below (the “**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 **Apple Seven Hospitality Management, Inc.**, a Virginia Corporation, doing business as **Courtyard by Marriott Miami at Dolphin Mall**, whose address is 11275 NW 12th Street, Miami, FL 33172 (the “**Hotel**”).

WHEREAS, the FIU and the Hotel entered into that Master Hotel Agreement dated **November 27, 2023** for accommodations, meeting space, and/or services for events; (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 dated November 27, 2023 is hereby amended to reflect the effective time period of **January 1, 2025 thru December 31, 2025**. All blackout dates listed below shall apply for the period of January 1, 2025 through December 31, 2025. All other terms and conditions shall remain in effect.

Room Type & Dates	Jan 1 – March 31, 2025	April 1 – May 31, 2025	June 1 – Sept 30, 2025	Oct 1 – Dec 31, 2025
Standard King / Queen – Queen	\$215	\$199	\$142	\$169

2025 Black Out Dates:

- Miami Boat Show Feb 14-16, 2025
- Ultra Music Festival March 28-30, 2025
- Grand Prix Formula 1 May 2-4, 2025
- Black Friday November 28-30, 2025
- Art Basel December 5-7, 2025

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

FOR THE **HOTEL:**

**Apple Seven Hospitality Management, Inc DBA
Courtyard by Marriott at the Dolphin Mall**

BY: 
1C79E947FEE344B

NAME & TITLE: ZULEIKA ALICEA, DIRECTOR OF SALES

DATE: 11/12/2024

BY:

NAME & TITLE:

DATE:

FOR **FIU:**

The Florida International University Board of Trustees

BY: 
E02EB06BBAB843C

NAME & TITLE: Crystal Herrera, Interim Director of
Procurement Services

DATE: 11/13/2024

Certificate Of Completion

Envelope Id: 097C7D573ED249B197D2FF183DD60D8C	Status: Completed
Subject: Signature request on Contract Courtyard by Marriott at the Dolphin Mall	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped 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
11/12/2024 4:21:30 PM	tcm@fiu.edu	

Signer Events

Zuleika Alicea
 Zuleika.Alicea@marriott.com
 Director of Sales
 Courtyard Miami at Dolphin Mall
 Security Level: Email, Account Authentication (None)

Signature

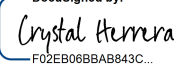
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 1C79E947FEE344B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.252.30

Timestamp

Sent: 11/12/2024 4:22:32 PM
 Viewed: 11/12/2024 4:26:29 PM
 Signed: 11/12/2024 4:26:42 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/12/2024 4:26:29 PM
 ID: 63876875-6bb8-46f3-9314-c2b602391566

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

DocuSigned by:

 F02EB06BBAB843C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.214.153.103

Sent: 11/12/2024 4:26:44 PM
 Viewed: 11/12/2024 6:23:55 PM
 Signed: 11/13/2024 2:45:13 PM

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	11/12/2024 4:22:33 PM
Certified Delivered	Security Checked	11/12/2024 6:23:55 PM

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/13/2024 2:45:13 PM
Completed	Security Checked	11/13/2024 2:45:13 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Withdrawing your consent

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:

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to 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..

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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.