MASTER HOTEL AGREEMENT
BETWEEN FIU AND HOTEL

This **MASTER HOTEL AGREEMENT** ("Agreement") is entered into on this 27th day of March , 2025 (the "Effective Date"), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, a public body corporate ("FIU"), for and on behalf of its various departments and colleges (each, a "Department") and Eurocon LLC, a Limited Liability Corporation, doing business as Doral Hotel Enterprise LLC dba Aloft Miami Doral, whose address is 3265 NW 107 Avenue, Doral, FL 33172, (the "Hotel").

WHEREAS, FIU schedules and/or plans certain Event(s) (as defined below) related to FIU's mission from time-to-time;

WHEREAS, FIU may desire to use the Hotel's accommodations, meeting space, and/or services for the Event(s);

WHEREAS, Hotel represents that it has the facility, personnel and expertise to provide such accommodations, meeting space and/or services for the Event(s); and

WHEREAS, the parties desire to simplify the contracting process to make arrangements for future Events by agreeing to the general terms and conditions in advance.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

1. **ADDENDA.**
   a. **Guest Room Accommodations.** If the parties agree for FIU to reserve a block of rooms at the Hotel, the parties shall outline the number and type of accommodations, the rates, dates, and/or the services to be provided to FIU using the form attached hereto as **Exhibit A** to this Agreement (the "Guest Room Accommodations Addendum"), as appropriate to the Event.
   b. **Conference Room, Catering, Equipment and/or Auxiliary Activities.** If the parties agree for an Event to be held at the Hotel's facilities, the parties shall outline the space, equipment, services and other details related to the Event using the form attached hereto as **Exhibit B** to this Agreement (the "Conference Room, Catering, Equipment and Auxiliary Activities Addendum"), as appropriate to the Event.
   c. **Event Addendum.** Exhibits A and B shall individually and collectively be known throughout this Agreement as an "Event Addendum." Each Event Addendum shall detail the purpose of the arrangement (the "Event"). The contents of any Event Addendum are for the sole purpose of defining the date(s) and times, the number and types of accommodations, the meeting space, the rate(s), and any services to be provided by the Hotel, related to the Event. **The contents of each Event Addendum may not alter any provision in this Agreement, specifically including, but not limited to, those related to liability, indemnification, insurance, or cancellation. Should a conflict arise between the terms of this Agreement and any Event Addendum, this Agreement shall control.**

2. **DIRECT BILL.** All charges payable by FIU may be applied to the master account and direct billed, as determined by FIU. If FIU elects to use this option and an existing direct bill account is not already established and on file for FIU, the Hotel shall request the necessary information required to establish a direct bill account, and FIU shall submit the information, prior to the start of the Event.

3. **PAYMENT OF MASTER ACCOUNT.** If FIU elects to use the direct billing option, payment shall be made in accordance with FIU Regulation FIU-2202, which states the FIU's invoicing requirements and the Hotel's rights as a vendor and FIU's responsibilities concerning interest penalties and time limits for payment of invoices. Hotel should be aware of the applicable time frames. Upon receipt, FIU has five (5) business days to inspect and approve the goods or services, unless bid specifications, purchase order or contract specify otherwise. If a payment is not issued within 40 days of receipt of a proper invoice and receipt and inspection and approval of the goods and services FIU shall pay to the Hotel, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statute §55.03(1), provided, the interest penalty is in excess of one dollar ($1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FIU. The Vendor Ombudsman may be contacted at (305) 348-2101. FIU is not responsible for any charges made by individual Event guests.

4. **TAX EXEMPT STATUS.** FIU is exempt from the payment of sales, use and excise taxes. FIU shall furnish its Tax Exemption Certificate upon request.

5. **DEPOSIT.** FIU cannot make deposits or prepay for any Event. If deposits are required to hold sleeping accommodations, the individual Event guests are responsible for paying any such deposits.

6. **GUEST ROOM BLOCK RESERVATIONS.** Guest room reservations shall be made upon the execution of the appropriate Event Addendum, and, unless otherwise indicated therein, shall be made by Event guests contacting the Hotel directly and by referring to the specific Department and Event. FIU acknowledges that such reservations must be received on or before the Cut-Off Date (as outlined on the Event Addendum) in order to be applied to the guest room block. The Hotel agrees to hold the room block until the Cut-Off Date. At that time, unreserved rooms not covered by rooming list shall be released from the guest room block reservation and Hotel shall have the right to sell to the public any rooms released from the guest room block. FIU shall not be available for payment of any rooms released to the public by the Hotel after the Cut-Off Date. The Hotel may continue to accept reservations received after the Cut-Off Date on a space and rate available basis.

7. **MEETING SPACE.** The appropriate Event space shall be assigned to the Department in order to suit the specific Event requirements. Due to the possibility of changes to the number of Event attendees, the Hotel has the right to reasonably reassign the meeting space to a similar space in such an event in order to meet the Event requirements. However, the Hotel shall immediately notify the Department in writing of its intention to reassign in order for such assignment to be valid.

8. **GUEST RELOCATION.** If the Hotel is unable to provide accommodations to any Event guest holding a confirmed reservation, the Hotel shall: (i) make arrangements for the guest's accommodations at a comparable nearby hotel; (ii) make payment for one night of that guest's accommodations; (iii) offer the guest complimentary transportation to and from the Hotel; (iv) offer that guest a priority reservation for the first available room at the Hotel during the remainder of the guest's reservation; (v) offer the guest one (1) long distance phone call so that the guest can provide notice of the change of location; and (vi) list the guest's name with the Hotel switchboard in order to facilitate the transfer of the guest's phone calls to the alternate hotel.

9. **RATE SCHEDULE.** The rates for guest room accommodations for each Event shall be listed on the applicable Event Addendum. However, the Hotel acknowledges, understands and agrees that FIU, as a public body corporate, may benefit from any applicable government plan, program or arrangement. Accordingly, all Guest Room Accommodations should be set at the best rate available. If necessary, FIU shall reference the U.S. General Services Administration ("GSA") website to determine the

maximum per diem rate allowable in your location. Such rates shall not exceed the rates provided in the Maximum Rate Schedule outlined below.

Room Type & Dates	January 1 – March 31, 2025	April 1 – May 31, 2025	June 1 – Sept 30, 2025	Oct 1 – December 31, 2025
Standard King	$182	$159	$119	$169
Standard Double	$192	$169	$129	$179

Blackout Dates:
February 13th to February 16th, 2025 - Miami International Boat Show
March 16th to March 30th, 2025 – Miami Open
March 27th to March 30th, 2025 – Ultra Music Festival
December 5th to December 7th, 2025 – Art Basel
December 26th, 2025, to January 1st, 2026 – New Year's Weekend

10. NON-COMMISSIONABLE. These rates are confirmed on a net non-commissionable basis.

11. CATERING/BANQUET. In advance of the Event, FIU shall provide written confirmation to the Hotel of specific menu selections and prices, meeting room set up requirements, and any other arrangements. Hotel agrees to be prepared to set up for five percent (5%) more than the confirmed number of Event attendees provided to Hotel by FIU.

12. FOOD AND BEVERAGES. Due to licensing requirements and quality control issues, all food and beverage to be serviced on the Hotel property must be supplied and prepared by the Hotel. The Hotel has the right to cease service of alcoholic beverages in the Event that persons under the state mandated age limit are present at the Event and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

13. CANCELLATION. If FIU and the Hotel enter into an Event Addendum pursuant to this Agreement, and FIU thereafter desires to cancel the Event Addendum, or any part thereof, any cancellation/attrition fees charged by the Hotel in regards to such cancellations shall be pursuant to the following terms and conditions:

A. Event Addendum for Guest Room Accommodations (Exhibit A):

i. If the Event Addendum is for *less than* ten (10) total guest rooms, FIU may, without penalty, cancel all or any part of the guest room block reservation upon at least twenty-four hours (24) notice to the Hotel.

ii. If the Event Addendum is for ten (10) *or more* total guest rooms, FIU may, without penalty, cancel all or any part of the guest room block reservation up to seven (7) calendar days' notice to the Hotel.

iii. In the event that FIU desires to cancel all or any part of the reservation, but fails to do so within the time specified in paragraphs 13.A(i) – (ii) above, the Hotel may assess a cancellation fee to FIU of no more than half the guest room accommodation revenue of the cancelled guest rooms, excluding any and all taxes and fees. This cancellation fee shall be waived if FIU agrees to re-book the Event, or schedule another event, with the Hotel on a later date that generates a comparable amount of guest room accommodation revenue as would have the cancelled guest room block reservation(s).

B. Event Addendum for Conference Room, Catering and Equipment (Exhibit B):

i. Without Catering Services. If FIU and Hotel enters into an Event Addendum for

Conference Room, Catering, Equipment and Auxiliary Services to provide such services for FIU and the Addendum *does not include catering services*, a cancellation fee may only be assessed by Hotel on FIU if: (i) FIU cancels the Event for the sole purpose of holding the Event at another location; (ii) FIU fails to give Hotel seventy-two (72) hours advance written notice of such cancellation; and (iii) Hotel is unable to rent the conference rooms to another individual or entity. In the event the above conditions are all satisfied, Hotel may access a cancellation fee up to no more than fifty percent (50%) of the total price for conference room only, excluding any and all taxes and fees, as quoted on the applicable Event Addendum. This cancellation fee shall be waived by Hotel if FIU agrees to re-book another Event at Hotel that shall generate a comparable amount of conference room revenue as the cancelled Event.

ii. Including Catering Services. If FIU and Hotel enters into an Event Addendum for Conference Room, Catering, Equipment and Auxiliary Services to provide such services for the FIU and the Event Addendum *includes catering services*, a cancellation fee may only be assessed by Hotel on FIU if: (i) FIU cancels the Event for the sole purpose of holding the Event at another location; and (ii) FIU fails to give Hotel thirty (30) days advance written notice of such cancellation; and (iii) and Hotel is unable to rent the conference rooms to another individual or entity. In the event the above conditions are all satisfied, Hotel may access a cancellation fee up to no more than the actual expenses incurred by Hotel on the date of its receipt of FIU's notice of such cancellation. This cancellation fee shall be waived by Hotel if FIU agrees to re-book another Event at Hotel that shall generate a comparable amount of conference room and catering services revenue as the cancelled Event.

14. SIGNS AND DISPLAYS; USE OF NAME. No signs, banners or displays shall be created, displayed or affixed in any part of the Hotel without the prior approval of the Hotel. Hotel shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval.

15. AMERICANS WITH DISABILITIES ACT; COMPLIANCE WITH LAWS.

A. Compliance by the Hotel. The Hotel is responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to FIU in this Agreement, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms (e.g., speakers' platform and public address systems), sleeping rooms, common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel other than other individuals (e.g., Braille room services menus or reader); and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g. emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied).

B. Compliance by FIU. FIU shall comply with the following requirements of the ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by FIU which FIU would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) any extraordinary costs for special auxiliary aids requested by the attendees/FIU shall be borne by FIU, provided the Hotel notifies FIU in advance and in writing; and (iii) the modification of FIU's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate in the Event.

C. Mutual Cooperation in Identifying Special Needs. FIU shall attempt to advance any special needs of disabled registrants, faculty, and guests requiring accommodations by the Hotel. Each party shall notify the other party in writing of such need for accommodation as soon as they are aware of any need. Whenever possible, FIU shall copy the Hotel on correspondence with

attendees who indicate special needs as covered by ADA. The Hotel shall notify FIU in advance and in writing of requests for accommodations which it may receive other than through FIU to facilitate identification by FIU of its own accommodation obligations or needs as required by ADA.

16. **COMPLIANCE.** In the performance of this Agreement, Hotel shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Hotel acknowledges and agrees that Hotel has and shall at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.

17. **FORCE MAJEURE.** Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

18. **TERMINATION.** Either party may terminate this Agreement for any reason by giving the other party a minimum of thirty (30) days' written notice. However, the Agreement shall remain in effect until all outstanding Addenda have been performed. Additionally, if Hotel defaults under the Agreement and does not cure its default within fourteen (14) days after written notice thereof, FIU may immediately terminate the Agreement.

19. **INDEMNIFICATION.** Hotel shall indemnify, defend, protect, and hold harmless Florida International University, the FIU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable attorneys' fees and costs of suit) ("Indemnified Claims") arising from Hotel's performance of its obligations under this Agreement and misrepresentation or breach of any representation, warranty, obligation, or covenant of this Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This paragraph shall survive the expiration or earlier termination of this Agreement.

20. **SOVEREIGN IMMUNITY.** Nothing in the Agreement shall be construed as FIU's indemnification of the Hotel or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

21. **LIABILITY AND INSURANCE.** Hotel and Hotel's subcontractors shall, at minimum, have and maintain the types and amounts of insurance in any and all forms necessary to protect both Hotel and FIU against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of the Agreement. Hotel, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against FIU for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement or by any other insurance actually carried by Hotel. Hotel shall provide copies of any insurance policies upon request by FIU. Although evidence of certain minimum coverage may be required, nothing contained herein shall abridge, diminish or affect Hotel's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated costs arising out of or resulting from performance of the Agreement. FIU, as a public body corporate entity, warrants and represents that it is self-insured for liability insurance, with said protection being applicable to officers, employees, servants, and agents

while acting within the scope of their employment by FIU, and may provide its Certificate of Insurance upon request; FIU shall not purchase additional insurance coverage for the Event.

22. **CONFIDENTIALITY OF INFORMATION.** If Hotel is exposed to FIU's confidential information, Hotel will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). FIU is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law. This Agreement, any Addendums and any related documents and/or correspondences Hotel submits to FIU shall also become a public record subject to the Public Records Law. FIU will respond to public records requests without providing Hotel any notice. This provision shall survive termination of the Agreement.

23. **RELATIONSHIP OF THE PARTIES.** Hotel is an independent contractor, and neither Hotel nor Hotel's employees, agents, or other representatives shall be considered FIU employees or agents. Hotel represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, subcontractors and agents thereof, or of persons otherwise acting or engaged to act at that party's instance. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.

24. **E-VERIFY**: All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Hotel certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Hotel during the term of this Agreement. If Hotel enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Hotel shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Hotel an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Hotel shall maintain a copy of such affidavit for the duration of the Agreement with FIU. FIU may terminate this Agreement immediately upon notice to Hotel for any violation of this provision.

25. **ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

26. **GOVERNING LAW; VENUE.** The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Any actions or proceedings arising in connection with this Agreement shall be tried exclusively in the state courts located in Miami-Dade County, Florida.

27. **ENTIRE AGREEMENT; MODIFICATIONS.** The Agreement may not be amended except by an amendment signed by both parties. An Event Addendum shall not serve as an Amendment.

28. **NO COUNTERPARTS; FACSIMILE SIGNATURES ALLOWED.** This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, Amendments and Addenda may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

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:**

Eurocon LLC
Doral Hotel Enterprise, LLC dba Aloft Miami Doral

BY: DocuSigned by: B41C0C3AC1734E4...

NAME & TITLE: NILCA GALICIA, DUAL DIRECTOR OF SALES

DATE: 3/31/2025

BY: _____

NAME & TITLE:

DATE: _____

FOR **FIU:**

The Florida International University Board of Trustees

BY: DocuSigned by: Crystal Herrera F02EB06BBAB843C...

NAME & TITLE: Crystal Herrera, Interim Director of Procurement

DATE: 4/1/2025

FIU Contract # _____

EXHIBIT A
TO MASTER HOTEL AGREEMENT
GUEST ROOM ACCOMMODATIONS ADDENDUM

1. **Hotel:** _____
   Hotel Contact information: _____
2. **Name of Event:** _____
3. **Event dates and times:** _____
4. **FIU Department:** _____
   Department Contact Information: _____
5. **Guest Room Block.** FIU will utilize _____ room nights in the amount/pattern set forth below:

	DATE:			
Room Type:				
1.	#_____ Rooms	#_____ Rooms	#_____ Rooms	#_____ Rooms
2.	#_____ Rooms	#_____ Rooms	#_____ Rooms	#_____ Rooms
3.	#_____ Rooms	#_____ Rooms	#_____ Rooms	#_____ Rooms
Total # of Rooms:	#_____ Rooms	#_____ Rooms	#_____ Rooms	#_____ Rooms

6. **Room Rates.** The Hotel confirms the following rates for the Event:

Room Type:	**Single Rate**	**Double Rate**
1.	$_____	$_____
2.	$_____	$_____
3.	$_____	$_____

The additional charge for Triple and Quad occupancy is $ _____ per additional person.

7. **Reservation Method and Payment.** *Check one*:
   - ☐ Reservations will be made by **rooming list**. The Department will forward the rooming list to the Hotel on or before _____ (the "Cut-Off Date").
   - ☐ Reservations will be made by **individual guests** on or before _____ (the "Cut-Off Date").

8. **Complimentary Rooms.** FIU will receive _____ complimentary guest room(s) during the Event. Unused complimentary guest rooms have no monetary value.

9. **Auxiliary Activities**. LIST ADDITIONAL TERMS APPLICABLE TO GUEST ROOM ACCOMMODATIONS, SUCH AS AMENITIES TO BE OFFERED BY HOTEL:

The Florida International University Board of Trustees

By: _____
Name: _____
Title: _____
Date: _____

Hotel: _____

By: _____
Name: _____
Title: _____
Date: _____

FIU Contract # _____

EXHIBIT B
TO MASTER HOTEL AGREEMENT
CONFERENCE ROOM, CATERING, EQUIPMENT AND
AUXILIARY ACTIVITIES ADDENDUM

1. **Hotel:** _____
   Hotel Contact information: _____
2. **Name of Event:** _____
3. **Event dates and times:** _____
4. **FIU Department:** _____
   Department Contact Information: _____

Hotel agrees that it will provide the space, accommodations and services set forth below.

5. **Conference Room/Event Space.**

Date:	Room:	Room Purpose:	Start Time:	End Time:	# of Guests:	Setup:	Fee:
							$
							$
							$
							$

6. **Catering Fees – Total Estimate*:** _____

**Detailed description of estimated Catering Fees must be attached to this addendum.*
Final amount shall be detailed in a proper invoice submitted to FIU.

7. **Equipment/Supplies:**

Equipment / Supplies:	Amount Needed:	Date(s) Needed:	Fee:
			$
			$
			$
			$

8. Catering/Banquet. Department will provide written confirmation to Hotel, _____days prior to the Event, of specific menu selections and prices, meeting room set up requirements, and any other arrangements.

9. Auxiliary Activities. OUTLINE ANY ADDITIONAL INFORMATION NOT LISTED ABOVE REGARDING THE EVENT, INCLUDING: ACTIVITY, DATE, TIME, RATE, AND/OR PARTY RESPONSIBLE FOR PAYMENT.

The Florida International University Board of Trustees

By: _____
Name: _____
Title: _____
Date: _____

Hotel: _____

By: _____
Name: _____
Title: _____
Date: _____

FLORIDA INTERNATIONAL UNIVERSITY

Human Trafficking Attestation

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with The Florida International University Board of Trustees or any of its direct support organizations (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

3. Nongovernmental Entity has read the foregoing attestation, confirms that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Aloft Miami Dorac
Nongovernmental Entity

Nilca Galicia
Printed Name

Director of Sales
Title

Signature

3/12/2025
Date

Revised July, 2024

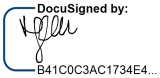
Certificate Of Completion

Envelope Id: 941D3D0E-AE4E-4D6F-89FE-6FBE9F140137
Status: Completed
Subject: Signature request on Contract Aloft Miami Doral
Source Envelope:
Document Pages: 11
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
FIU Jaggaer TCM (Contract+) Account
11200 S.W. 8TH ST.
PC 00511
MIAMI , FL 33199
tcm@fiu.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
3/27/2025 2:07:52 PM
Holder: FIU Jaggaer TCM (Contract+) Account
tcm@fiu.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Nilca Galicia nilca@tmmanagementgrp.com Security Level: Email, Account Authentication (None)	DocuSigned by:  B41C0C3AC1734E4... Signature Adoption: Drawn on Device Using IP Address: 173.199.200.155	Sent: 3/27/2025 2:09:03 PM Viewed: 3/31/2025 10:28:31 AM Signed: 3/31/2025 10:28:44 AM
Electronic Record and Signature Disclosure: Accepted: 3/31/2025 10:28:31 AM ID: 84bee360-6d9c-4ced-b56f-5d4ea056ec7b		
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: 131.94.186.90	Sent: 3/31/2025 10:28:45 AM Viewed: 4/1/2025 4:40:56 PM Signed: 4/1/2025 4:42:54 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	3/27/2025 2:09:03 PM
Certified Delivered	Security Checked	4/1/2025 4:40:56 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/1/2025 4:42:54 PM
Completed	Security Checked	4/1/2025 4:42:54 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Florida International University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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:
To contact us by email send messages to: 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 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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Florida International University

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 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.

To withdraw your consent with Florida International University

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..

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.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- 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.