

## AMENDMENT NUMBER FIVE (5) TO THE AGREEMENT BETWEEN FIU AND HOTEL

This Amendment Five 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 **Wynne Building Corporation**, a **Florida company**, doing business as **Best Western Plus Kendall Hotel & Suites**, whose address is 8560 SW 124<sup>th</sup> Avenue, Miami, Florida 33183, (the “**Hotel**”).

**WHEREAS**, the FIU and the Hotel entered into that Master Hotel Agreement dated **February 12, 2015** for accommodations, meeting space, and/or services for events; as amended by that Amendment Agreement dated **January 26, 2016**; as further amended by that Amendment Agreement Two dated **January 11, 2017**; as further amended by that Amendment Agreement Three dated **January 3, 2018**; as further amended by that Amendment Agreement Four dated **November 16, 2019** (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 January 26, 2016, Amendment Agreement Two dated January 11, 2017, Amendment Agreement Three dated January 3, 2018, and Amendment Agreement Four dated November 16, 2019, is hereby amended as follows for the period of **January 1, 2020** thru **December 31, 2020**. Blackout dates shall apply for the period of January 1, 2020 through December 31, 2020. All other terms and conditions shall remain in effect.

	<b>01/01/20 – 04/14/20</b>	<b>04/15/20 – 12/20/20</b>	<b>12/21/20 – 12/31/20</b>
<b>Room Type &amp; Dates</b>	<b>DELUXE</b>		
KING/DOUBLE	\$139.00	\$105.00	\$139.00
<b>Room Type &amp; Dates</b>	<b>SUITES</b>		
MINI	\$149	\$115	\$149
EXECUTIVE	\$239	\$205	\$239

**Rooms equipped with:**

- 🕒 Refrigerator
- 🕒 Microwave in all suite accommodation

- ⌚ High Speed Internet Access
- ⌚ In-Room Coffee Makers with Complimentary Coffee
- ⌚ In-Room Ironing Boards (full size) and Irons
- ⌚ Oversized Guestrooms with dedicated working areas.

**REVISED 2020 BLACKOUT DATES**

- ⌚ January 31, 2020 – February 3, 2020
- ⌚ March 19-22, 2020
- ⌚ March 27-29, 2020

**AMENITIES**

- ⌚ Free Deluxe Hotel Continental Breakfast from 6:00am to 10:00am.
- ⌚ Free freshly baked cookies every afternoon.
- ⌚ Free local calls and long-distance access in the guestrooms.
- ⌚ Free high-speed wired and wireless Internet access in the Public Areas.
- ⌚ Free Cyber Café and Business Center
- ⌚ Free faxes
- ⌚ Free self-parking
- ⌚ Free USA Today newspaper Monday through Friday.
- ⌚ Complimentary use of Fitness Center with access to LA Fitness
- ⌚ Complimentary Transportation within a 5-mile radius and to FIU

**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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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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**Wynne Building Corporation  
dba Best Western Kendall Hotel & Spa**

BY:   
NAME & TITLE: Cathy Otero General Manager

DATE: 12/17/2019

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BY:  
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:   
NAME & TITLE: Kelly Loll, C.P.M  
Executive Director of Purchasing Services

DATE: 12/17/2019

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