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MASTER HOTEL AGREEMENT
BETWEEN FIU AND HOTEL

This **MASTER HOTEL AGREEMENT** ("Agreement") is 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"), for and on behalf of its various departments and colleges (each, a "Department") and **36th STREET HOSPITALITY, LLC**, a Florida Limited Liability Company, doing business as **FAIRFIELD INN & SUITES MIAMI AIRPORT WEST DORAL**, whose address is 3785 N.W. 82ND Avenue, Suite 204, Doral, FL 33166, (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.

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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

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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, 2020	April 1 – May 31, 2020	June 1 – September 30, 2020	October 1 – December 31, 2020
Single or Double	$149	$119	$103	$129

2020 BLACKOUT DATES

Super bowl	January 29th-February 2nd
Boat Show	February 13th-16th
Ultra	March 19th-22nd
Formula 1 Grand prix	April, 22nd- May 6th
Democratic Debate	June 3rd- June 4th
Democratic Debate	June 3rd- June 4th
Art Basal	December 4th- December 6th

COMPLIMENTARY AMENITIES & BENEFITS

- Hot American Breakfast Buffet
- Wi-Fi, Local Calls & 800 Access
- Transportation to/from Miami International Airport (MIA) from 6:00AM till 10:00PM **(Every Hour)**
- Business Center, Fitness Room & Guest Laundry Available 24 hours
- Daily Room Cleaning Service
- Fine Restaurants, Movie & Shopping within walking distance
- Scheduled Transportation within 3 Miles radius **(Based on Availability)**

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,

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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).

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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

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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. **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.

25. **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.

26. **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.

27. **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.

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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:**

FAIRFIELD INN & SUITES MIAMI AIRPORT WEST DORAL

BY: DocuSigned by: Widny Lherisson 69B2F572D2A54AC...

NAME & TITLE: Widny Lherisson Sales Manager

DATE: 1/29/2020

BY:

NAME & TITLE:

DATE:

FOR **FIU:**

The Florida International University Board of Trustees

BY: DocuSigned by: Kelly Loll 3D2CBD46854541F...

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

DATE: 1/29/2020

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FIU FLORIDA INTERNATIONAL UNIVERSITY

FIU Contract PUR# 02891

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: _____

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FIU FLORIDA INTERNATIONAL UNIVERSITY

FIU Contract PUR# 02891

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: _____