

Florida International University

MASTER HOTEL AGREEMENT

This Master Hotel Agreement (“Agreement”) is made and entered into effective as of the date fully executed below by and between The Florida International University Board of Trustees, a public body corporate (“University”), for and on behalf of its various departments and colleges (“Department”) and The Westin Colonnade, with its principal place of business at 180 Aragon Avenue, Coral Gables, FL 33134 (“Hotel”).

WHEREAS, University requests accommodations, meeting space, and/or services for events (“Event”) from time-to-time; and

WHEREAS, Hotel represents that it has the facility, personnel and expertise to provide such accommodations, meeting space and/or services.

WHEREAS, The parties desire to simplify the contracting process 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.** If the parties agree to an Event to be held at the Hotel’s facilities, the parties shall complete an Addendum describing the accommodations, meeting space, and/or services using the forms attached as Exhibits A and B to this Agreement as appropriate to the Event. Should a conflict arise between the Agreement and any Addendum, the Agreement shall control. The contents of the Addenda are for the sole purpose of defining the accommodations, meeting space, services and applicable costs related to each Event. The contents of the Addenda may not alter any provision herein, including those provisions relating to liability, indemnification or insurance.
2. **BILLING.** All charges payable by the University will be billed to the University department requesting the accommodations. Arrangements may be made for direct billing or credit card payments with the individual departments at their discretion. Otherwise a University purchase order may be presented to the Hotel prior to the Event and payment will be made per the specifications below.
3. **PAYMENT.** Payment shall be made in accordance with F.A.C. Rule 6C8-7.032 Prompt Payment, which states the Hotel’s rights as a vendor and University’s responsibilities concerning interest penalties and time limits for payment of invoices. Hotel should be aware of the following time frames. Upon receipt, University 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 University will pay to the vendor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1) F.S., 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 University. The Vendor Ombudsman may be contacted at (305) 348-2101.

University is not responsible for any charges made by Event Guests.

4. **TAX EXEMPT STATUS.** University is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate furnished upon request.

5. **CANCELLATION.** Cancellation fee may only be assessed if University cancels this Agreement for the sole purpose of holding this event at another location, and University fails to give the Hotel 30 days

Florida International University

advance notice (72 hours advance notice if contract is for meeting rooms only), and Hotel is unable to rent the meeting rooms to another person/entity. In any case, cancellation fee shall be limited to rental of meeting room only. University, in lieu of cancellation fee, at its sole option, may agree to re-book another Event at the Hotel that will generate revenue in an amount equal to the lost revenue.

6. **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.

7. **RELOCATION PROVISIONS.** If Hotel is unable to provide accommodations to any Event guest holding a confirmed reservation, Hotel will provide the following to such Event guest: arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation to and from the Hotel; priority reservation for the first available room at Hotel the following night(s); one long distance phone call so that Event guest can provide notice of the change of location; and listing of the Event guest's name with the Hotel switchboard in order to facilitate the transfer of the Event guest's phone calls to the alternate hotel.

8. **SIGNS AND DISPLAYS.** No signs, banners or displays shall be created, displayed or affixed in any part of the Hotel without the prior approval of the Hotel.

9. **AMERICANS WITH DISABILITIES ACT.**

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 University 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 University.** University is responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by University which University 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/University shall be borne by University provided the Hotel notifies University in advance and in writing and (iii) the modification of University's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate in the program.

C. **Mutual Cooperation in Identifying Special Needs.** University shall attempt to identify in advance any special needs of disabled registrants, faculty, and guests requiring accommodations by the Hotel. Each party will notify the other party in writing of such need for accommodation as soon as they are aware of any need. Whenever possible, University shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify University in advance and in writing of requests for accommodations which it may receive other than through University to facilitate identification by University of its own accommodation obligations or needs as required by ADA.

Florida International University

- 10. **INDEMNIFICATION.** Nothing in the Agreement shall be construed as University's indemnification of the Hotel.
- 11. **LIABILITY AND INSURANCE.** University is self-insured and will not purchase additional insurance coverage for the Event.
- 12. **VENUE; GOVERNING LAW.** The Agreement is governed by the laws of the State of Florida. Any actions arising out of this Agreement shall be brought exclusively in the courts located in Miami-Dade County, Florida.
- 13. **ENTIRE AGREEMENT; MODIFICATIONS.** The Agreement may not be amended except by a writing signed by University and Hotel.
- 14. **DEPOSIT.** University 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.
- 15. **RATE SCHEDULE.** The rates for rooms, meeting space and services are as negotiated on the attached Addenda; however, such rates shall not exceed the rates provided in the attached Maximum Rate Schedule (Exhibit A to this Master Agreement). Additionally, complimentary benefits to University guests are outlined in Exhibit A to this Master Agreement.
- 16. **TERMINATION.** Either party may terminate this Master Agreement by giving the other party a minimum of six (6) months written notice. However, the Master Agreement will remain in effect until all outstanding Addenda have been performed.

The duly authorized representatives of the parties hereby execute this Agreement :

The Florida International University
Board of Trustees
By: *Jimmy Carmenate*
Jimmy Carmenate
Associate Controller, Director of Purchasing

Date: 12/10/10

The Westin Colonnade
By: *Robin Orree*
<Name>
<Title>

Date: 12.7.10

Robin Orree
Dir. of Sales

Florida International University

**EXHIBIT A
TO HOTEL MASTER AGREEMENT**

PREFERRED RATES (established for FIU):

	Season 1 1/1 – 5/31	Season 2 6/1 – 9/30	Season 3 10/1 – 12/31
Traditional Guestroom:	\$239	\$129	\$209
Deluxe Guestroom:	\$269	\$159	\$239

Rates apply to standard room types (excluding suite accommodations). All standard hotel policies apply to Florida International University (FIU) guests. Rates are net, non-commissionable, based on availability and apply to single and double occupancy.

These rates are valid until December 31, 2011.

COMPLIMENTARY BENEFITS (to all FIU guests):

- Morning newspaper delivered to rooms
- Access to the Fitness Center
- 24 - hour room service
- Express check - in and check - out

CANCELLATION POLICY:

Reservations must be cancelled 24 hours prior to the day of arrival.