

AMENDMENT NUMBER SEVEN (7) TO THE AGREEMENT BETWEEN FIU AND HOTEL

This Amendment No. Seven (7) 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 **Provident Biscayne Resort, LLC**, a Florida limited liability company, doing business as **The Mutiny Hotel**, whose address is 2951 South Bayshore Drive, Miami, FL 33133 (the “**Hotel**”).

WHEREAS, the FIU and the Hotel entered into that Master Hotel Agreement dated **January 21, 2015** for accommodations, meeting space, and/or services for events; as amended by that Amendment Agreement dated **January 26, 2016**; and further amended by that Amendment Agreement No. Two (2) dated **December 27th, 2016**; as further amended by that Amendment Agreement No. Three (3) dated **December 18th, 2017**; as further amended by that Amendment Agreement No. Four (4) dated **December 18th, 2018**; and further amended by that Amendment Agreement No. Five (5) dated December 19, 2019; as further amended by that Amendment No. Six (6) dated March 9, 2022 (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 January 21, 2015, Amendment Agreement dated January 26, 2016, Amendment Agreement No. Two (2) dated December 27, 2016, Amendment Agreement No. Three (3) dated December 18th, 2017, and Amendment Agreement No. Four (4) dated December 18th, 2018, Amendment Agreement No. Five (5) dated December 19, 2019, Amendment Agreement No Six (6) dated March 9, 2022 is hereby amended to reflective the effective time period of **January 1, 2023** thru **December 31, 2023**. All blackout dates listed below shall apply for the period of January 1, 2023 through December 31, 2023. All other terms and conditions shall remain in effect.

Room Type & Dates	01/01/23 – 01/08/23	01/09/23– 04/09/23	04/10/23– 05/31/23	06/01/23 – 09/30/23	10/01/23 – 12/31/2023
One Bedroom Suite Superior	\$199.00	\$209.00	\$159.00	\$129.00	\$199.00
One Bedroom Suite Deluxe	\$229.00	\$239.00	\$189.00	\$159.00	\$229.00
Two Bedroom Superior	\$299.00	\$309.00	\$259.00	\$229.00	\$299.00

- Rates are per room, per night, single or double occupancy.
- Subject to applicable state and local taxes at the time of check-in.
- Not applicable to groups of 10 or more.

Special Concessions:

- *Reduce Valet parking (unlimited in/out) \$25.00
- *Complimentary Miami Trolley with Stop in-front of hotel to the Coconut Grove Metro-Rail Station
- *Complimentary Wi-Fi in guest rooms
- *Fully Equipped Suites 790 square footage; Full Kitchen, living/dining room, sofa beds in all suites, and private bedroom, washer & dryer
- *Complimentary 24 hours access to our Fitness Center including Sauna and Steam room
- *Heated pool and spa
- *On-site Concierge Services
- *On-site NEW Restaurant and Bar “Table 14 Bar & Restaurant”
- ***11 miles to the FIU Main Campus**
- * **4 miles to the FIU Brickell Campus**
- *24-hour taxi service
- *Steps from Coco Walk Shops & Restaurants and Movie Theater

Parking / Shuttle Service

Reduce Valet Parking Reduce Rate \$25.00
Complimentary Miami Trolley – To Coconut Grove Station, Coral Gables, Red Road/Ponce DeLeon and Brickell

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:**

**Provident Biscayne Resorts, LLC
dba The Mutiny Hotel**

BY:  87FD1F25809C466...

NAME & TITLE: RAISA FLEITAS ASSOC. DIRECTOR OF SALES

11/14/2022
DATE:

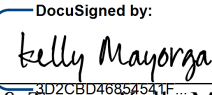
BY:

NAME & TITLE:

DATE:

FOR **FIU:**

The Florida International University Board of Trustees

BY:  3D2C8D46854541F...

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

11/14/2022
DATE:
