

**AMENDMENT TO THE  
AGREEMENT BETWEEN FIU AND HOTEL**

This Amendment to the Agreement (the "**Amendment**") is entered into on this 21 day of January, 2016 (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 (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, is hereby amended to reflective the effective time period of January 1, 2016 thru December 31, 2016. All blackout dates listed below shall apply for the period of January 1, 2016 through December 31, 2016. All other terms and conditions shall remain the same including the room type, rates and dates for the period listed above.

**AMENITIES**

- Reduced Valet Parking (unlimited in/out) - \$20.00

**BLACK OUT DATES FOR 2016:**

Rates for the following dates will be an additional surcharge of \$ 75.00 at the time of reservation.

- February 11 - 15 - Grove Arts Festival & Miami Boat Show 2016
- March 23 - April 3 - Sony Ericsson 2016
- December 19 - Jan 3, 2017 - Holidays 2016/17

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

BY:  RAISSA FREITAS

NAME & TITLE: DIRECTOR OF SALES

DATE: 1/21/2016

BY:

NAME & TITLE:

DATE:

FOR **FIU**:

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**The Florida International University Board of Trustees**

BY: 

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

DATE: 1/26/16