



**AMENDMENT NO. TWO (2) TO THE
AGREEMENT BETWEEN FIU AND HOTEL**

This Amendment No. Two (2) to the Agreement (the "**Amendment**") is entered into on this 18 day of December, 2018 (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 **APPLE NINE HOSPITALITY MANAGEMENT, INC.**, a Virginia Corporation, doing business as **HAMPTON INN & SUITES MIAMI DORAL/DOLPHIN**, whose address is 11600 NW 41ST Street, Miami, FL 33178, who is authorized to do business in the State of Florida (the "**Hotel**").

WHEREAS, the FIU and the Hotel entered into that Master Hotel Agreement dated **May 2, 2016** for accommodations, meeting space, and/or services for events; as amended by that certain Amendment to the Agreement dated **December 28th, 2016** (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 May 2, 2016 and Amendment to the Agreement dated December 28th, 2016, is hereby amended as follows for the period of **January 1, 2018** thru **December 31, 2018**. No blackout dates listed below shall apply for the period of January 1, 2018 through December 31, 2018. All other terms and conditions shall remain the same.

Room Type & Dates	01/01/18 – 04/01/18	04/02/18 – 06/30/18	07/01/2018 – 09/30/2018	10/01/18 – 12/31/18
Single Rooms	\$139.00	\$119.00	\$109.00	\$129.00
Double Rooms	\$139.00	\$119.00	\$109.00	\$129.00
Suite	\$159.00	\$139.00	\$129.00	\$149.00

- 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date written above.

FOR THE **HOTEL:**

HAMPTON INN & SUITES MIAMI DORAL/DOLPHIN

BY: Luz Sanchez, Director of Sales
NAME & TITLE:

DATE: 12-18-17

BY:

NAME & TITLE:

DATE:

FOR **FIU:**

The Florida International University Board of Trustees

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

DATE: 12/27/17