



**AMENDMENT NUMBER THREE (3) TO THE
AGREEMENT BETWEEN FIU AND HOTEL**

This Amendment No. Three (3) to the Agreement (the "**Amendment**") is entered into on this 18 day of December, 2017 (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** (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 and Amendment Agreement No. Two (2) dated December 27, 2016, is hereby amended to reflective the effective time period of **January 1, 2018** thru **December 31, 2018**. All blackout dates listed below shall apply for the period of January 1, 2018 through December 31, 2018. All other terms and conditions shall remain in effect.

Room Type & Dates	01/01 – 04/07	04/08 – 09/22	09/23 – 12/31
One Bedroom Suite Superior	\$179.00	\$109.00	\$159.00
One Bedroom Suite Deluxe	\$209.00	\$139.00	\$189.00
Two Bedroom Suite Superior	\$279.00	\$209.00	\$259.00

- Rates are per room, per night, single or double occupancy.
- 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 sq.ft; 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 Restaurant and Bar "Atchana's East/West Kitchen"
- *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

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: Raissa Freitas / Director of Sales
NAME & TITLE:

DATE: 12/18/2017

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 Purchasing Services

DATE: 12/27/17