



**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 4th day of January, 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 **HST Downtown Miami, LLC**, a Delaware company, doing business as **Yve Hotel Miami**, whose address is 146 Biscayne Blvd. Miami, Florida 33132, 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 April 3, 2015 for accommodations, meeting space, and/or services for events; as amended by that Amendment Agreement dated March 9, 2016; as further amended by that certain Amendment No. Two (2) to the Agreement dated January 4, 2017 (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, Amendment Agreement dated March 9, 2016 and Amendment No. Two (2) to the Agreement dated January 4, 2017, is hereby amended as follows for the 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 the same.

2018 FIU Rates

Room Types	01/01/2018 - 04/15/2018	04/16/2018 – 05/30/2018	06/01/2018 – 09/30/2018	10/01/2018 – 12/31/2018
Run of House	\$169.00	\$129.00	\$99.00	\$129.00

Special Concessions: Amenity Fee waived

- Complimentary WIFI
- Complimentary Coffee served daily from 6:30am – 9:30am located in the Lobby
- Complimentary 24 hour Fitness Center Access located on the Second Floor
- Complimentary local, 800, and long distance calls (Continental US, Caribbean)
- Complimentary Signature Yve Cocktail or non-alcoholic beverage
- Complimentary Bottled Waters (2) in your guest room

- 10% discount on tours, car rentals, and sporting event tickets using our Lobby

Concierge Extra Amenities

1,000 square feet of flexible function space

Biscayne Tavern Restaurant

24HR Fitness Center with Key Access

Concierge

Parking / Shuttle Service

Valet and Hotel Parking related costs: \$35++ (\$43 inclusive Shuttle related services: Available at extra cost.

Black-out Dates:

Event	Dates
New Year	1/1/18 - 1/2/18
Miami Marathon	1/26/18 - 1/28/18
Market America	2/2/18 - 2/3/18
Miami Boat Show	2/15/18 - 2/19/18
South Beach Food and Wine	2/21/18 - 2/25/18
Ultra Music Festival	3/23/18 - 3/25/18
Art Basel	12/6/18 - 12/9/18
Christmas - NYE	12/26/18 - 12/31/18

(Handwritten mark)

Check-in Times: 4pm Check-out Times: 11am

All guests must vacate their rooms no later than 11:00am. Any late check-out that has not been approved by the Front Desk or Reservation Agent will be charged a \$50.00 late check-out fee

GROUPS PROMOTION 2018 -- 10 ROOMS OR MORE

ROOMS	01/01/2018-03/30/2018	04/01/2018-04/30/2018	05/01/2018-10/30/2018	10/1/2018-2/22/2018
Run of the house (Sun-Thu)	\$179.00	\$139.00	\$99.00	\$139.00
Run of the house (Fri-Sat)	\$249.00	\$199.00	\$139.00	\$179.00

(Handwritten mark)

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**:

HST Downtown Miami, LLC
dba Yve Hotel Miami

BY:

Rosa Albert - Director of Sales & Marketing

NAME & TITLE:

DATE:

Jan 3, 2018

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:

1/4/18