

AMENDMENT NUMBER FOUR (4) TO THE AGREEMENT BETWEEN FIU AND HOTEL

This Amendment No. Four (4) to the Agreement (the “**Amendment**”) is entered into on this 19th 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 **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**; as further amended by that certain Amendment No. Three (3) to the Agreement dated **January 4, 2018** (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; Amendment No. Two (2) to the Agreement dated January 4, 2017 and as further amended by that certain Amendment No. Three (3) to the Agreement dated January 4, 2018, is hereby amended as follows for the period of **January 1, 2019** thru **December 31, 2019**. All blackout dates listed below shall apply for the period of January 1, 2019 through December 31, 2019. All other terms and conditions shall remain the same.

2019 FIU Rates for Savvy Double or Savvy King Rooms only

Dates (2019)	Sun - Thu	Fri - Sat	Cut-Off
January 1 – April 15, 2019	\$179	\$219	72 Hours
April 16 – June 1, 2019	\$139	\$149	72 Hours
June 2 - September 29, 2019	\$99	\$139	72 Hours
September 30 - December 31, 2019	\$139	\$159	72 Hours

Additional Charges (taxes are subject to the terms of the Master Hotel Agreement dated April 3, 2015):

- ⌚ Full American Breakfast: \$18 per person, per day inclusive of taxes and gratuities.
- ⌚ Breakfast supplement must be confirmed at time of booking and be clearly noted on the booking sheet.
- ⌚ Extra Person Charge for 3rd and 4th person is \$10 + Tax (\$11.30) per person per room per day.
- ⌚ Trendy Bayview Rooms Supplement is \$20.00 + Tax (\$22.60) per room per day.

- ⌚ Daily Facilities Fees of \$20 + Tax (\$22.60) per room per day.

Hotel Taxes and Fees:

- ⌚ State Tax = 7%
- ⌚ City Tax = 6%
- ⌚ Total = 13%
- ⌚ Facilities Fee = WAIVED
- ⌚ **Check-in time: 4:00 PM and Check-out time: 11:00 AM**

Facilities/Amenity Fees includes:

- ⌚ One signature YVE beverage (alcoholic or non-alcoholic) per person upon check-in
- ⌚ Two 16 FL OZ bottles of water daily in your guest room
- ⌚ Complimentary Wi-Fi in guestrooms and public spaces
- ⌚ Local and Long Distance phone calls in the continental US and Caribbean
- ⌚ Coffee maker in each room

Black-out Dates:

Special Events	Dates	Premium Rate	Cutoff
Miami Marathon	January 25 - 27	\$299	21 Days
Miami Boat Show	February 13 - 17	\$499	21 Days
South Beach Food and Wine	February 22 - 24	\$299	21 Days
Ultra Music Festival	March 29 - 31	\$349	21 Days
Art Basel	December 5 - 8	\$299	21 Days
Christmas - NYE	December 26 - 31	\$299	21 Days

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:

**HST Downtown Miami, LLC
dba Yve Hotel Miami**

BY:

DocuSigned by:
Juan Carlos Lopez
7D03EE0EACF4413...

NAME & TITLE: Juan Carlos Lopez Director of Sales

12/19/2018

DATE:

BY:

NAME & TITLE:

DATE:

FOR FIU:

The Florida International University Board of Trustees

BY:

DocuSigned by:
Kelly Loll
3D2CBD46854541F...

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

12/19/2018

DATE: