This Master Hotel Agreement ("Agreement") is entered into on this 10 day of January, 2014 (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 Hotel Genpar, LTD, a Florida limited liability company, doing business as InterContinental at Doral Miami, whose address is 2505 NW 87th Avenue, Miami, Florida, 33172, (the "Hotel").

WHEREAS, University requests accommodations, meeting space, and/or services for events ("Event") from time-to-time; and

WHEREAS, Hotel represents that it has the facility, personnel and expertise to provide such accommodations, meeting space and/or services.

WHEREAS, the parties desire to simplify the contracting process for future Events by agreeing to the general terms and conditions in advance.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

1. ADDENDA. If the parties agree to an Event to be held at the Hotel’s facilities, the parties shall complete an Addendum describing the accommodations, meeting space, and/or services using the forms attached as Exhibits A and B to this Agreement as appropriate to the Event. Should a conflict arise between the Agreement and any Addendum, the Agreement shall control. The contents of the Addenda are for the sole purpose of defining the accommodations, meeting space, services and applicable costs related to each Event. The contents of the Addenda may not alter any provision herein, including those provisions relating to liability, indemnification or insurance.

2. DIRECT BILL. All charges payable by the University will be applied to the master account and direct billed. If an existing direct bill account is not already established and on file for the University, Vendor will request the necessary information required to establish a direct bill account, and the University will submit the information, prior to the Event start date.

3. PAYMENT OF MASTER ACCOUNT. Payment shall be made in accordance Florida International University Regulation FIU-2202, which states the Hotel’s rights as a vendor and University’s responsibilities concerning interest penalties and time limits for payment of invoices. Hotel should be aware of the following time frames. Upon receipt, University has five (5) business days to inspect and approve the goods or services, unless bid specifications, purchase order or contract specify otherwise. If a payment is not issued within 40 days of receipt of a proper invoice and receipt and inspection and approval of the goods and services University will pay to the vendor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statute §55.03(1), provided, the interest penalty is in excess of one dollar ($1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from University. The Vendor Ombudsman may be contacted at (305) 348-2101.

University is not responsible for any charges made by individual Event guests.
4. **TAX EXEMPT STATUS.** University is exempt from State Sales Tax and Federal Excise Tax. University will furnish its Tax Exemption Certificate upon request.

5. **CANCELLATION.** If the University and Hotel enter into an Addendum pursuant to this Agreement, the applicable fees for cancellation the Hotel may charge the University shall not exceed the following:

   **A. Addendum for Guest Room Accommodations (Exhibit A)**
   i. If the University and Hotel enters into an Addendum for Guest Room Accommodations for an Event consisting of less than ten (10) guest rooms, the University may, without any penalty, cancel any reservation made by the University for Guest Room Accommodations up to twenty-four hours (24) before the Event Date.
   ii. If the University and Hotel enters into an Addendum for Guest Room Accommodations for an Event consisting of ten (10) or more guest rooms, the University may, without any penalty, cancel its reservation for the Guest Room Accommodations up to thirty (30) calendar days before the Event Date.
   iii. In the event that the University fails to cancel the Guest Room Accommodations within the time specified in Section 5(a)(i)-(ii), Hotel may assess a cancellation fee of no more than half the room rate of the applicable cancelled guest rooms, excluding any and all taxes and fees, as quoted on the Addendum for Guest Room Accommodations (Exhibit A). This cancellation fee shall be waived by the Hotel if University agrees to book another Event within twelve (12) months from the date of the original Event with the Hotel that generates a comparable amount of guest room accommodation revenue as the cancelled Event.

   **B. Addendum for Conference Room, Catering and Equipment (Exhibit B)**
   i. **Conference Room Reservations Without Catering Services.** If the University and Hotel enters into an Addendum for Conference Room, Catering, Equipment and Auxiliary Services to provide such services for the University and the Addendum does not include catering services, a cancellation fee may only be assessed by Hotel on University if: (i) University cancels the Event for the sole purpose of holding the Event at another location; (ii) University fails to give the Hotel seventy-two (72) hours advance written notice of such cancellation; and (iii) and Hotel is unable to rent the meeting rooms to another individual or entity. In the event the above conditions are all satisfied, Hotel may access a cancellation fee up to no more than fifty percent (50%) of the total price for conference room only, excluding any and all taxes and fees, as quoted on the Addendum for Conference Room, Catering, Equipment and Auxiliary Activities (Exhibit B). This cancellation fee shall be waived by the Hotel if University agrees to re-book another Event at the Hotel that will generate a comparable amount of conference room revenue as the cancelled Event.
   ii. **Conference Room Reservations Including Catering Services.** If the University and Hotel enters into an Addendum for Conference Room, Catering, Equipment and Auxiliary Services to provide such services for the University and the Addendum includes catering services, a cancellation fee may only be assessed by Hotel on University if: (i) University cancels the Event for the sole purpose of holding the Event at another location; and (ii) University fails to give the Hotel thirty (30) days advance written notice of such cancellation. In the event the above conditions are all satisfied, Hotel may access a cancellation fee up to no more than the actual expenses incurred by the Hotel on the date of its receipt of FIU's notice of such cancellation. This cancellation fee shall be waived by the Hotel if University agrees to re-book another Event at the Hotel that will generate a comparable amount of conference room and catering services revenue as the cancelled Event.
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6. **FORCE MAJEURE.** Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

7. **RELOCATION PROVISIONS.** If Hotel is unable to provide accommodations to any Event guest holding a confirmed reservation, Hotel will provide the following to such Event guest: arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation to and from the Hotel; priority reservation for the first available room at Hotel the following night(s); one long distance phone call so that Event guest can provide notice of the change of location; and listing of the Event guest’s name with the Hotel switchboard in order to facilitate the transfer of the Event guest’s phone calls to the alternate hotel.

8. **SIGNS AND DISPLAYS.** No signs, banners or displays shall be created, displayed or affixed in any part of the Hotel without the prior approval of the Hotel. Hotel shall not use FIU’s name, trademarks, logos, or marks without FIU’s prior written approval.

9. **AMERICANS WITH DISABILITIES ACT: COMPLIANCE WITH LAWS.**
   
   **A. Compliance by the Hotel.** The Hotel is responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (“ADA”) not otherwise allocated to University in this agreement, including (i) the “readily achievable” removal of physical barriers to access to the meeting rooms (e.g., speakers’ platform and public address systems), sleeping rooms, common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel other than other individuals (e.g., Braille room services menus or reader); and (iii) the modification of the Hotel’s policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied).

   **B. Compliance by University.** University is responsible for complying with the following public accommodations requirements of ADA: (i) the “readily achievable” removal of physical barriers within the meeting rooms utilized by University which University would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel, (ii) any extraordinary costs for special auxiliary aids requested by the attendees/University shall be borne by University provided the Hotel notifies University in advance and in writing and (iii) the modification of University’s policies, practices and procedures applicable to participants as required to enable disabled individuals to participate in the program.

   **C. Mutual Cooperation in Identifying Special Needs.** University shall attempt to advance any special needs of disabled registrants, faculty, and guests requiring accommodations by the Hotel. Each party will notify the other party in writing of such need for accommodation as soon as they are aware of any need. Whenever possible, University shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify University in advance and in writing of requests for accommodations which it may receive other than through University to facilitate identification by University of its own accommodation obligations or needs as required by ADA.

   **D. General Legal Compliance.** In the performance of this Agreement, Hotel shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Hotel acknowledges
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and agrees that Hotel has and will at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.

10. **INDEMNIFICATION.** Nothing in the Agreement shall be construed as University’s indemnification of the Hotel nor a waiver of the University’s sovereign immunity to the fullest extent under Florida law.

11. **LIABILITY AND INSURANCE.** Hotel shall, at minimum, have and maintain the types and amounts of insurance that cover the Hotel’s exposure in performing this Agreement. University is self-insured and will not purchase additional insurance coverage for the Event. FIU is not liable for the acts of third parties or the consequences of the acts of third parties.

12. **VENUE; GOVERNING LAW.** The Agreement is governed by the laws of the State of Florida. Any actions arising out of this Agreement shall be brought exclusively in the courts located in Miami-Dade County, Florida.

13. **ENTIRE AGREEMENT; MODIFICATIONS.** The Agreement may not be amended except by a writing signed by University and Hotel.

14. **DEPOSIT.** University cannot make deposits or prepay for any Event. If deposits are required to hold sleeping accommodations, the individual Event Guests are responsible for paying any such deposits.

15. **RATE SCHEDULE.** The rates for rooms, meeting space and services are as negotiated on the attached Addenda (Exhibits A or B); however, such rates shall not exceed the rates provided in the Maximum Rate Schedule outlined below. Additionally, at minimum, each reservation will include the amenities outlined below.

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<tr>
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<tbody>
<tr>
<td>Standard Room</td>
<td>$165</td>
<td>$106</td>
<td>$135</td>
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- All rates are in US dollars and applicable tax is not included
- Rates are NET, (Non-commissionable to a third party booking agency)

**Amenities for FIU**
- Complimentary Wireless Internet
- Self-parking
- Welcome amenity for VIP guests
- Complimentary shuttle to/from Miami International Airport
- Access to onsite 24 hour fitness center

The following blackout dates shall apply for the period of January 1, 2014 through December 31, 2014:
- February 13, 14,15 & 16
- February 20, 21,22, & 23
- March 6,7,8, & 9
- November 7,8,14,15 & 16
- December 4,5, & 6
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16. **TERMINATION.** Either party may terminate this Agreement by giving the other party a minimum of six (6) months written notice. However, the Agreement will remain in effect until all outstanding Addenda have been performed.

17. **NO COUNTERPARTS; FACSIMILE SIGNATURES ALLOWED.** This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, Amendments and Addenda may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

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

FOR THE HOTEL:

Hotel Genpar, LTD
dba InterContinental at Doral Miami

BY: ____________________________

NAME & TITLE: **SEBASTIAN GONZALEZ**

**GENERAL MANAGER**

DATE: 1/10/14

FOR FIU:

The Florida International University Board of Trustees

BY: ____________________________

NAME & TITLE: **Kelly Lott, C.P.M**

**Director of Purchasing Services**

DATE: 1/10/14