

Florida International University

MASTER HOTEL AGREEMENT

This Master Hotel Agreement (“Agreement”) is made and entered into effective as of the date fully executed below by and between The Florida International University Board of Trustees, a public body corporate (“University”), for and on behalf of its various departments and colleges (“Department”) and _____, with its principal place of business at _____ (“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 with F.A.C. Rule 6C8-7.032 Prompt Payment, 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 Section 55.03(1) F.S., 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 Event Guests.

4. **TAX EXEMPT STATUS.** University is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate furnished upon request.

Florida International University

5. **CANCELLATION.** Cancellation fee may only be assessed if University cancels this Agreement for the sole purpose of holding this event at another location, and University fails to give the Hotel 30 days advance notice (72 hours advance notice if contract is for meeting rooms only), and Hotel is unable to rent the meeting rooms to another person/entity. In any case, cancellation fee shall be limited to rental of meeting room only. University, in lieu of cancellation fee, at its sole option, may agree to re-book another Event at the Hotel that will generate revenue in an amount equal to the lost revenue.

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.

9. **AMERICANS WITH DISABILITIES ACT.**

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 identify in 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

Florida International University

facilitate identification by University of its own accommodation obligations or needs as required by ADA.

10. **INDEMNIFICATION.** Nothing in the Agreement shall be construed as University’s indemnification of the Hotel.

11. **LIABILITY AND INSURANCE.** University is self-insured and will not purchase additional insurance coverage for the Event.

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.

The duly authorized representatives of the parties hereby execute this Agreement :

The Florida International University
Board of Trustees

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO MASTER HOTEL AGREEMENT
GUEST ROOM ACCOMMODATIONS**

1. **Addendum for Event:** _____ [Name of event]

2. **Event dates and times:** _____

3. **University Department and Contact Person:** _____

Contact information: _____

4. **Hotel and Hotel Contact Person:** _____

Contact information: _____

5. **ROOM BLOCK:** Hotel agrees that it will provide, and University agrees that it will be utilizing _____ (# of Rooms) room nights in the pattern set forth below:

Room Type:	Date:	Date:	Date:	Date:
	____ (# of Rooms)	____ (# of Rooms)	____ (# of Rooms)	____ (# of Rooms)
	____ (# of Rooms)	____ (# of Rooms)	____ (# of Rooms)	____ (# of Rooms)
	____ (# of Rooms)	____ (# of Rooms)	____ (# of Rooms)	____ (# of Rooms)
Totals:				

6. **ROOM RATES:** The Hotel confirms the following rates for Department:

Room Type:	Single Rate	Double Rate

The additional charge for Triple and Quad occupancy is \$ _____ (Numeric Amount) per additional person.

7. **RESERVATION METHOD AND PAYMENT**

Check one:

- () Reservations will be made by Rooming List
- () Department will forward Rooming List to Hotel on or before <DATE> (the "Cut-Off Date").
- () Reservations will be made by individual Guests

Reservations will be made by Event Guests calling the Hotel directly at _____ (Phone #) and referring to the Department Name and Event Name. Reservations must be received on or before the Cut-Off Date. Reservations, including reservations made after the Cut-Off Date, for all guests attending the Event will count toward the attrition calculation.

All rooms shall be available for check-in no later than 3:00 PM with a check-out time no earlier than 12:00 Noon.

ADDENDUM
FLORIDA INTERNATIONAL UNIVERSITY

**CONFERENCE ROOM,
CATERING, EQUIPMENT AND
AUXILIARY ACTIVITIES**

1. **Addendum for Event:** _____ [Name of event]

2. **Event dates and times:** _____

3. **University Department and Contact Person:** _____

Contact information: _____

4. **Hotel and Hotel Contact Person:** _____

Contact information: _____

5. **EVENT REQUIREMENTS.** Hotel agrees that it will provide, and Department agrees that it will be responsible for utilizing the services set forth below.

6. **CONFERENCE ROOM / EVENT SPACE.**

Date	Room	Event	Start Time	End Time	# Guests	Setup	Fee

7. **CATERING FEES:**

8. **EQUIPMENT / SUPPLIES.**

Equipment / Supplies	# Needed	Date(s) Needed	Fee

9. **CATERING / BANQUET.**

Department will provide written confirmation to Hotel, _____ (Number) days prior to the Event, of specific menu selections and prices, meeting room set up requirements, and any other arrangements. The Hotel will consider these final details as the Department’s confirmed request. The Hotel will set for 5% more than the confirmed request.

10. **EVENT GUARANTEE**

Department will be allowed to revise the Conference Room / Event Space table _____ (Number) days prior to the Event. Revisions provided in writing on or before the due date will be considered the Event guarantee (“Event Guarantee”). If revisions are not received by the due date, the figures in the above table will be used for the Event Guarantee.

11. **EVENT SPACE**

Appropriate Event space will be assigned to suit the specific requirements of Department’s meeting. Due to the possibility of changes in the number of attendees, Hotel has the right to reassign all meeting space if the number of attendees is changed.

12. **FOOD AND BEVERAGES**

Due to licensing requirements and quality control issues, all food and beverage to be serviced on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages in the Event that persons under the state mandated age limit are present at the Event and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

13. **AUXILIARY ACTIVITIES.**

INSERT APPLICABLE INFORMATION REGARDING; ACTIVITY, DATE, TIME, COST, PARTY RESPONSIBLE FOR PAYMENT.