

Florida International University
SUPPLEMENTAL ADDENDUM
(Hotel/Meeting Space)

In addition to the agreement entered into by the parties (“the Agreement”), the Florida International University Board of Trustees, a public body corporate (“FIU”) and Hotel/ Meeting Space Provider (“Vendor”) agree to the following provisions in this Supplemental Addendum (“Addendum”).

1. Incorporation by Reference. This Addendum is incorporated in the Agreement. If this Addendum conflicts with the remainder of the Agreement, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Vendor is responsible for any taxes due under this Agreement. FIU’s performance and obligation to pay under the Agreement is contingent upon the legislature’s annual appropriation. FIU will make payment in accordance with FIU Regulation FIU-2202 entitled “Prompt Payment.” Upon receipt of goods or services, FIU has five (5) business days to inspect and approve the goods or services, unless Agreement specifies a greater period of time. If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101.

3. Relationship of the Parties. Vendor is an independent contractor, and neither Vendor nor Vendor’s employees, agents, or other representatives shall be considered FIU employees or agents. Vendor shall not use FIU’s name, trademarks, logos, or marks without FIU’s prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of Vendor’s subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor’s obligations under the Agreement.

4. Confidentiality of Information. If Vendor is exposed to FIU’s confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and FIU will respond to public records requests without any duty to give Vendor prior notice. This provision shall survive termination of the Agreement.

5. General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Vendor by FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties’ successors and assigns. C. Any clauses in the Agreement regarding arbitration or mediation are null and void. D. FIU is self-insured, and will provide its Certificate of Insurance upon request; FIU is not required to obtain additional insurance for this Agreement. E. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the courts in Miami-Dade County, Florida.

6. Deposit. Unless non-state funds are being used to pay for the event, FIU cannot make deposits or prepay for any event. Any deposits made are refundable.

7. Cancellation. Cancellation fees, liquidated damages fees, etc. (“cancellation fees”) may only be assessed if FIU cancels this Agreement for the sole purpose of holding this event at another location, and FIU fails to give the Vendor 30 days advance notice (72 hours advance notice if Agreement is for meeting rooms only) and Vendor 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. FIU, in lieu of paying cancellation fees, at its sole option, may agree to book another event with the Vendor that will generate revenue in an amount equal to or greater than the lost revenue.

8. Food/Parking/Incidentals etc. FIU is not responsible for charges made by event attendees.

9. Americans With Disabilities Act.

A. Compliance by the Vendor. The Vendor is responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (“ADA”) not otherwise allocated to FIU in this Contract, 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 Vendor other than other individuals (e.g., Braille room services menus or reader); and (iii) the modification of the Vendor’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 FIU. FIU 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 FIU which FIU would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Vendor, (ii) any extraordinary costs for special auxiliary aids requested by the attendees/FIU shall be borne by FIU provided the Vendor notifies FIU in advance and in writing and (iii) the modification of FIU’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. FIU shall attempt to identify in advance any special needs of disabled registrants, faculty, and guests requiring accommodations by the Vendor. Each party will notify the other party in writing of such needs for accommodation as soon as FIU is aware of such needs. Whenever possible, FIU shall copy the Vendor on correspondence with attendees who indicate special needs as covered by ADA. The Vendor shall notify FIU in advance and in writing of requests for accommodations which it may otherwise receive to facilitate identification by FIU of its own accommodation obligations or needs as required by ADA.

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

VENDOR:

By: _____
Signature

By: _____
Signature

Print Name and Title

Print Name and Title

Date

Date