

1. Incorporation by Reference. The Florida International University Board of Trustees (“FIU”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum (“Addendum”) into the agreement between FIU and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit; invoice requirements are available on FIU’s Office of the Controller’s Payment Services website. FIU shall make payment in accordance with FIU2202 – Prompt Payment. If FIU does not issue payment within forty (40) days of receipt of a proper invoice, FIU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S., if the interest exceeds one dollar. Vendors experiencing payment problems may contact Accounts Payable at (305) 348-3889. FIU’s performance and obligation to pay is contingent upon the legislature’s annual appropriation; FIU will give notice to Vendor of the non-availability of funds when FIU has knowledge thereof. FIU will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. FIU may require Vendor to accept payments via FIU’s EFT/ACH payment process. If Vendor is making any payment to FIU, Vendor shall pay timely and not offset any amounts.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor’s obligations. FIU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiary to the Agreement.

4. Information. If Vendor is exposed to FIU’s 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). FIU is subject to Chapter 119 of the Florida Statutes, known as the Florida Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FIU may respond to public records requests without providing Vendor any notice. This provision shall survive termination of the Agreement.

5. Deposit. Unless non-state funds are being used to pay for the event, FIU cannot make deposits or prepay for any event, and any obligation placed on FIU to pay deposits in the Agreement shall be null and void. However, if FIU does make any deposits, all such deposits made are fully refundable.

6. Cancellation. Cancellation fees, liquidated damages fees, etc. (“Cancellation Fees”) may only be assessed if FIU cancels the event, room block or the Agreement generally for the sole purpose of holding this event at another location, and FIU fails to give the Vendor thirty (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 Fees shall be limited to rental of meeting room only and shall not exceed twenty percent (20%) of estimated value of the Agreement. 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.

7. Food/Parking/Incidentals. FIU is not responsible for any charges made by event attendees.

8. 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 below, 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 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., setup 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.

9. General Provisions.

a. Assignment. The Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and the Agreement shall be binding upon the parties’ successors and assigns.

b. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of laws principles. Exclusive venue of any actions shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity. Any clauses in the Agreement regarding arbitration or mediation are null and void.

c. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU’s name, trademarks, logos or marks, without the prior written approval from

FIU’s External Relations department.

d. Insurance. FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU. Any provision requiring FIU to: (i) provide or acquire insurance coverage other than such self-insurance; or (ii) require our contractors or subcontractors to provide or acquire specific insurance coverage; shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor’s (or subcontractor’s) exposure in performing the Agreement and name FIU as additional insured and be primary and non-contributory on Vendor’s policies (except for workers’ compensation & professional liability). All policies shall be in a form and with deductible limits reasonably satisfactory to FIU, with insurance companies reasonably approved by FIU and authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with FIU prior to the date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving FIU thirty (30) days’ written notice prior to the effective date of cancellation. Timely renewal certificates will be provided to FIU as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against FIU for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request by FIU. If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the expiration or termination of the Agreement. The insurance shall have a retroactive date of placement by the effective date of the Agreement. If the coverage is canceled or non-renewed and not replaced with another similar claims-made policy form, the Vendor must purchase Extended Reporting (“Tail”) coverage for a minimum of three (3) years following the expiration or termination of the Agreement.

e. Compliance. In its performance of the services outlined in the Agreement, Vendor shall, at its own expense, at all times in the term: (i) have all applicable permits, licenses, consents, and approvals necessary; and (ii) comply with all applicable federal, state, local and FIU laws, rules, regulations, and ordinances and all other governmental requirements. If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Vendor agrees to comply with the terms contained in FIU’s Federally Funded Projects Addendum, found at <https://generalcounsel.fiu.edu/contract-forms/>, herein incorporated.

f. Section 889 Compliance Certification. Vendor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).

g. Indemnity. Vendor will indemnify, defend and hold harmless FIU, the FIU Board of Trustees, the State of Florida, the Florida Board of Governors, and their officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or subcontractors in connection with or related to Vendor’s operations, activities, business and/or services. FIU will provide reasonable cooperation in the defense of the suit at Vendor’s expense. Vendor’s indemnification obligations shall not be limited by any limitation of liability outlined in the Agreement. Such defense and indemnity shall survive termination or expiration of the Agreement. Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor, and then such indemnification is limited to the express terms of §768.28, F.S.

h. E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

i. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) FIU’s responsibility to pay intangible taxes, property taxes, or sales taxes; (c) FIU’s tort liability; (d) Limitation of time to bring suit; (e) Limitation of Vendor’s liability; (f) Granting Vendor any right to audit FIU; (g) Attorneys’ or collection fees provisions; (h) Arbitration and mediation clauses; and (i) Indemnification of Vendor by FIU.

10. No counterparts; Signatures. The Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. The Agreement shall be considered signed if/when a party’s signature is delivered by facsimile or e-mail transmission of a “.pdf” format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature. By signing below, Vendor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

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VENDOR: _____

By: _____

Name: _____

Title: _____

Date: _____