

FLORIDA ATLANTIC UNIVERSITY

1. Incorporation by Reference. The Florida Atlantic University Board of Trustees ("FAU") and the undersigned party ("Vendor") hereby incorporate this Supplemental Addendum – Events/Hotel/Room Block - Athletics (the "Addendum") into the agreement between FAU and Vendor (the "Agreement").

2. Purpose. FAU's Athletics Department is entering into the Agreement with Vendor to acquire hotel venue and services associated with a game, event, match, meet, meeting, conference, or other event related to the Athletics Department (collectively, "Event(s)").

3. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. Each bill or invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. Invoices which have been returned because of vendor preparation errors will result in delay in payment. If FAU does not issue payment within forty (40) days of receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, The invoice payment requirements do not commence until a properly completed invoice is provided to FAU. FAU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S. This is Vendor's full remedy. Vendors experiencing payment problems may contact Vendor Ombudsman at (561) 297-3693. FAU 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. FAU may require Vendor to accept payments via FAU's EFT/ACH payment process. FAU's performance and obligation to pay is contingent upon the legislature's annual appropriation; FAU will give notice to Vendor of the non-availability of funds when FAU has knowledge thereof.

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

5. 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 may not bind FAU to any contracts or other obligations. Each party assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and agents. Vendor assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance Vendor's obligations under the Agreement.

6. Public Records. FAU is subject to Chapter 119 of Florida Statutes, known as the 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. FAU may unilaterally cancel the Agreement for Vendor's refusal to allow public access to public records related to the Agreement. This provision shall survive the expiration or termination of the Agreement.

7. Charges. No additional charges or fees (including, but not limited, to parking, security, amenities, wifi, storage fees, or early checkout charges) may be charged to FAU without FAU's express written approval, regardless of whether they are outlined in the Agreement. Service charges may be modified depending upon level of service provided. FAU is not responsible for any individual charges made by event attendees and/or individual room block guests.

8. Room Block. Vendor shall honor all reservations guaranteed by attendees and if it cannot meet its obligation, it shall find the attendee a room at a comparable hotel and providing transportation to and from that location, in addition to all other concessions.

9. Facility. The facility will be in the same or better condition over the meeting/room block dates as it was when the Agreement was entered into. Vendor shall disclose any current or future plans for construction and renovation and shall control other groups so they do not cause undue noise or other disturbances that would materially affect the FAU attendees. Vendor may not reassign the meeting rooms specified in the Agreement without FAU's prior written consent, not to be unreasonably withheld.

10. Hotel Points. Vendor acknowledges that, pursuant to § 112.313(2), F.S., it may not award "points" to any individuals or FAU employees under the Agreement. Points may only be awarded, if at all, to FAU generally or the FAU team or department.

11. Cancellation. Attrition, cancellation fees and/or liquidated damages, if any, as outlined in the Agreement (collectively, "Cancellation Fees") may only be assessed if FAU fails to give the Vendor at least ten (10) days advance notice (72 hours if Agreement is for meeting rooms only) and Vendor is unable to rent the rooms(s) to another person/entity. Cancellation Fees shall be limited to the rental of meeting room only and shall not exceed twenty percent (20%) of estimated value of the Agreement. FAU, in lieu of paying Cancellation Fees, may agree to book another event with the Vendor that will generate revenue in an amount equal to or greater than the lost revenue. Vendor will use its best, commercially reasonable efforts to resell the released or unused guestrooms, and FAU will only be responsible for those that are not resold and remain available for sale after Vendor's efforts. Cancellation Fees may not be charged if cancellation by FAU is due to cancellation of the Event. Cancellation Fees shall be billed separately and not posted to the Master Account. All deposits shall be refunded to FAU.

12. Compliance. Vendor shall, at its own expense, at all times: (i) have all applicable permits, licenses, consents, and approvals necessary; and (ii) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Additionally, the parties shall comply with the public accommodations requirements of the Americans with Disabilities Act as allocated to each party; the parties will notify the other party in writing of such needs for accommodation when made aware.

13. Indemnity. Vendor will indemnify, defend and hold harmless FAU, the FAU 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. FAU 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.**

14. Insurance. FAU, as a public body corporate, 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 FAU. Any provision requiring FAU to provide or acquire 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 under the Agreement.

15. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FAU's name, trademarks, logos or marks, without the prior written approval from FAU's Office of Trademark Licensing and Marketing.

16. Force Majeure. Neither party shall be deemed in default of its obligations hereunder if such default, delay or failure to perform is due to causes beyond either party's reasonable control, which shall specifically mean to include, but is not limited to, Event cancellation, act of war, pandemic or epidemic, restrictions promulgated by an applicable state or federal or other governing body or agency (including, but not limited to, FAU), or act of God. In such an event, FAU may terminate the Agreement without further obligation or penalty. Cancellation Fees shall not be charged and deposits shall be refunded.

17. Third Parties. FAU is not liable for the acts of third parties or the consequences of the acts of third parties, which includes guests. There shall be no third-party beneficiary to the Agreement. FAU shall not be required to require its contractors or subcontractors, who may be providing services to FAU at the facility or related to the meeting rooms, to sign any indemnification agreement with Vendor, nor to receive Vendor's preapproval. FAU shall be permitted to use outside A/V vendors.

18. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of Palm Beach County, Florida. FAU is entitled to the full benefits of sovereign immunity.

19. Notices. All notices required to be given under the Agreement shall be sent by certified mail to: Florida Atlantic University, Attn: Purchasing, ADM 121, 777 Glades Road, Boca Raton, FL 33431-0991.

20. Deletion. Any term(s) in the Agreement related to the following are null and void and hereby deleted in their entirety: (a) grants of exclusivity or non-competition by FAU to Vendor; (b) FAU's tort liability; (c) limitation of time to bring suit; (d) attorneys' or collection fees provisions; (e) arbitration and mediation clauses; (f) jury trial waiver clauses; (g) FAU's tort liability; (h) indemnification of Vendor by FAU; (i) Vendor's liability limitations; and (j) personal guaranties.

21. Assignment. Vendor may not, without the advance written approval of FAU, not to be unreasonably withheld, assign any right or duties under the Agreement, or transfer, pledge, surrender or otherwise encumber its interest in any portion of the Agreement. Any assignment made without FAU's consent shall be, at FAU's option, null and void. No subcontracting or delegation shall relieve Vendor of any obligation or liability.

22. Entire Agreement. In the event of inconsistency between the Agreement and this Addendum, this Addendum will govern. This Addendum and the Agreement embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between FAU and Vendor other than are set forth. Any renewals, amendments, alterations or modifications to the Agreement must be signed or initialed and approved by all signatories of the Agreement.

23. Signatures. 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 may be signed electronically and 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 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.

VENDOR: _____

By: _____

Name: _____

Title: _____

Date: _____