

Florida Polytechnic University  
**SUPPLEMENTAL ADDENDUM**  
(Hotel/Meeting/Event Space)

In addition to the agreement entered into by the parties (“the Agreement”), the Florida Polytechnic University Board of Trustees, a public body corporate (“University”) and \_\_\_\_\_ (“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 controls.
2. **Payment.** Vendor must 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. University’s performance and obligation to pay under the Agreement is contingent upon the legislature’s annual appropriation. If University does not issue payment within 30 days of receipt of a proper invoice, University will pay to Vendor, an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact the Vendor Ombudsman at (863) 874-8448. University may require Vendor to accept payments via the University’s EFT/ACH payment process.
3. **Relationship of the Parties.** Vendor is an independent contractor, and neither Vendor nor Vendor’s employees, agents, or other representatives are considered University employees or agents. Vendor cannot use University’s name, trademarks, logos, or marks without University’s prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see section 287.133(2)(a), Florida Statutes). Each party 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 University’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 (Chapter 119, Florida Statutes), and University will respond to public records requests without any duty to give Vendor prior notice. This provision survives termination of the Agreement.
5. **Public Records, Contract for Services: Compliance with section 119.0701, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (863) 874-8412 ogc@floridapoly.edu, Florida Polytechnic University, Attention: General Counsel 4700 Research Way, Lakeland, FL 33805.****

To the extent that Supplier meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Supplier must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes requiring Supplier to:

- A. Keep and maintain public records required by University to perform the service.

- B. Upon request from the University's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to University.
- D. Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Supplier or keep and maintain public records required by University to perform the service. If Supplier transfers all public records to University upon completion of the contract, Supplier must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and maintains public records upon completion of this Agreement, Supplier must meet all applicable requirements for retaining public records. All records stored electronically must be provided to University, upon request from the University's custodian of public records, in a format that is compatible with the information technology systems of the University.

A request to inspect or copy public records relating to this Agreement must be made directly to University. If University does not possess the requested records, University must immediately notify Supplier of the request, and Supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- 6. **Inspections of Records: Compliance with section 216.1366, Florida Statutes.** Pursuant to section 216.1366, Florida Statutes the University may inspect the:
  - A. Supplier's financial records, papers, and documents that are directly related to the performance of this Agreement or the expenditure of state funds.
  - B. Supplier's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met.
  - C. Supplier must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
  - D. The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.

- 6. **E-Verify** Pursuant to section 448.095, Florida Statutes, Supplier 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 Supplier during the term of this agreement. If Supplier contracts with a subcontractor to perform work or provide services pursuant to this agreement, Supplier must also require the subcontractor to comply with the requirements of section 448.095, Florida Statutes. The subcontractor must provide to Supplier an affidavit stating that the subcontractor does not employ, contract with, or subcontract with or to any unauthorized alien. Supplier must maintain a copy of such affidavit for the duration of the contract. University may terminate this agreement immediately upon notice to Supplier for any violation of this provision. All terms defined in section 448.095, Florida Statutes are adopted and incorporated into this provision

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

- 8. **Cancellation.** Cancellation fees, liquidated damages fees, etc. ("cancellation fees") 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 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, a cancellation fee is limited to rental of meeting room only. University, 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.

- 9. **Food/Parking/Incidentals etc.** University is not responsible for charges made by event attendees.

- 10. **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 University in this Addendum or the Agreement, including (i) the “readily achievable” removal of physical barriers to access to the rental space (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 individual with a disability 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 individuals with a disability (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 rental space 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 Vendor, (ii) any extraordinary costs for special auxiliary aids requested by the attendees/University provided that the Vendor 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 individuals with a disability to participate in the program.

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

**11. General Provisions.**

A. Nothing in this Agreement is to be construed as an indemnification of the Vendor by University or as a waiver by either the Vendor or University of sovereign immunity beyond that provided in section 768.28, Florida Statutes.

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 is binding upon the parties’ successors and assigns.

C. Any clauses in the Agreement regarding arbitration or mediation are null and void.

D. Vendor is self-insured, and will provide its Certificate of Self-Insurance upon request; Vendor is not required to obtain additional insurance for this Agreement. University is self-insured, and will provide its Certificate of Self-Insurance upon request; University 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 is in the state courts in Polk County, Florida.

**THE FLORIDA POLYTECHNIC  
UNIVERSITY BOARD OF TRUSTEES**

**VENDOR:**

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date