NOTICE OF CONTRACT MODIFICATION

CORRECTING VENDOR CONTACT INFORMATION

VALIDITY PERIOD: 3/01/15 - 2/28/18

EXTENSIONS: TWO (2) ADDITIONAL PERIODS OF ONE (1) YEAR EACH UPON WRITTEN MUTUAL AGREEMENT

Vendor Contact:
NAME: Melissa Cassidy or Mary Fluty
PHONE: (615) 895-555 (Melissa ext. 175) (Mary ext. 143)
EMAIL: mcassidy@cooperhotels.com or mfluty@cooperhotels.com

Purpose: This Agreement will govern all purchases made for Nashville and surrounding areas (i.e. Franklin, Murfreesboro) Hotel Service for all campus units and institutes, for quality hotel accommodations and conference facilities, including all personnel, materials, services and facilitation necessary to perform all requirements previously noted for University funded and/or hosted events.

Contract extended to TBR Schools

<table>
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<tr>
<th>Item</th>
<th>QTY</th>
<th>UM</th>
<th>Material/Description</th>
<th>Price Per Unit</th>
<th>Net Amount</th>
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<tr>
<td>00001</td>
<td>1</td>
<td>LOT</td>
<td>Nashville lodging, meeting space, audio visual, food and beverage.</td>
<td>2,300,000.00</td>
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This Agreement to applies to all purchases made by The University of Tennessee (including Chattanooga, Health Science Center, Knoxville or Martin campuses, Institute of Agriculture (which includes the University’s College of Veterinary Medicine), Institute for Public Service, Space Institute and University-wide Administration.

EMPLOYEE OR GUEST LODGING & GROUP ROOM BLOCK:
Standard guest room rate UT Employees, direct-billed guest with government credentials LRA: CONUS, set by fiscal year, effective October 1. Current CONUS rate - October 1, 2014: $83 (single); $99 (double, triple and quad occupancy)

This contract is issued subject to the terms and conditions which are stated within, and referenced RFO if applicable.

Signature
Jackie L. Haun
"LRA" = Last Room Available

Conus rates are adjusted annually.

To view Conus Per Diem Rates:  http://www.gsa.gov/portal/category/100120

Blackout dates for first 3 years of the contract:
Bonnaroo Music Festival (second week of June; Thursday - Sunday annually

Cancelation Policy: Must notify the hotel by 4:00 pm day of arrival or subject to one night's room charge

To book online:

HOTEL PROFILE:
168 guest rooms, 5 story facility, 10 accessible guest rooms, 2 rooms with roll in showers.
Property has indoor/outdoor pool, fitness center, business center, meeting facilities. Full service restaurant serves breakfast, lunch and dinner. Room service and valet laundry service available. Complimentary off site fitness center access to Planet Fitness.

All rooms have refrigerators, hairdryers, irons, ironing boards, coffee makers, coffee, tea, Evelyn and Crabtree Citron products, IPOD docking stations on alarm clocks and electronic key entry. Microwaves are available upon request.

Complimentary shuttle service within a 5 mile radius. Airport transfers are available but provide and charged by an outside vendor.

Onsite restaurant and several within walking distance

Complimentary onsite parking with over 600 spots. Meeting facilities accommodate up to 300.

100% smoke free facility.

Onsite fitness center offers 24 hour access with guest room key
Indoor/outdoor heated pool, open from 6am to 11pm.

Onsite business center with Apple and HP work stations, copier, printer and office supplies available 24 hours a day with guest room key

No onsite laundry facilities, but offer same day valet laundry service

Pick up/drop off dry cleaning services available daily. Pick up at 8:30 am; returned by 1:00 pm. Laundry and dry cleaning options available. Cost per item is located in each guest room

No concierge services, but front office staff trained in providing directions and recommendations

Complimentary wireless HSIA throughout hotel; both guest rooms and common areas.

Secure baggage holding area available for guest awaiting transportation or room availability

ADA compliant

Doubletree by Hilton does not allow pets on premises, but does have pet designated rooms on the first floor. $75 pet fees applicable for pets weighing no less than 25 lbs. Pets cannot be left in guest rooms without owner. Service animals are permitted on property.

See attached for additional general information

HOTEL LODGING FOR GUESTS:
In the event that a guest of the University cannot be provided with their reserved or comparable room, the hotel will do the following:

- Provide one or more night’s room and tax at comparable hotel
- Provide transportation to and from that hotel each day
- Work to return displaced guest to hotel as soon as possible and provide a suitable amenity and note of apology from hotel’s general manager upon guest’s return

Late check-out will be provided to all University guests based on availability and all guaranteed reservations will be held for possible late arrival. No fees will apply to early departure.
The University of Tennessee has an established Direct Bill Account.

In the event hotel's published rate is less than the University's negotiated rate, hotel will adjust the rate. Current published rates range from $99-$229.

Hotel will work with World Travel, and submit negotiated rate load form to Hilton Global Distribution Management with the Rate Access code, Pseudo City Code, IATA and preferred GDS system. Takes approximate 3 days to complete the process. Hotel agrees to work with World Travel to ensure all rate information is accurate and efficient for UT guests.

University guests will be provided USA Today online complimentary. Washington Posts are available in print in the hotel lobby.

CONFERENCES/GROUPS:
To access and download the event order form visit the University of Tennessee's travel website at: http://app.perfectforms.com/player.htm?f=sD1CAg4E.

A Standard Event Order Form will be used that will allow departments to reserve a Group Room Block (GRB), reserve meeting space and place food and beverage orders. The agreed upon rates will be reflected on this form. Form outlines critical decision dates and deadlines to avoid additional penalties and fees.

The University and hotel agree to review GRB and meeting space 30 days prior to the event and, if necessary, the University will make adjustments to the GRB and meeting space without penalty. This will be the cut-off date.

An event may be cancelled without penalty with 180 days advance notice.

Hotel will provide one complementary room for every 40 paid on a cumulative basis per event.

The University will be responsible for a portion of nights not utilized on a cumulative basis below 80 percent of the total GRB after the cut-off date. This will be considered attrition damages and these will be capped at 75% of the negotiated room rate times the number of rooms below 80% of the GRB after the cut-off date. This amount shall be deemed to include all applicable service charges and taxes and shall constitute full and complete settlement of any and all obligations that the University may have in conjunction with attrition damages.
GRB will be credited for any and all reservations made and used by the University meeting attendees regardless of the rate paid or method of booking, including all reservations made after the cutoff date.

If the hotel achieves occupancy levels of 90% on peak nights of a University event or if it is sold out any nights of a University event, the University will not be required to pay attrition damages.

If attrition damages are caused by one or more force majeure events, the University will not be liable for attrition damages. Force majeure events include acts of God, war, government regulation, actual, threatened or suspected terrorism, disaster, outbreak of disease in Knoxville or surrounding area, strikes, civil disorder, curtailment of transportation or any cause that makes it impossible for 25% of the attendees to attend the meeting. This would also include a threat of an imminent natural disaster that interferes with a hotels operations or the ability of attendees to safely travel to Knoxville. Under any of these circumstances the University would not be liable for failure to meet GRB or food/beverage minimums for the event. The University would be liable for actual services and food/beverages used.

Hotel will not sell the GRB until after the cutoff date without written consent by the University.

The University may terminate without liability an event if one of the conditions described under Force majeure were to exist.

For purposes of calculating attrition damages, the hotel agrees to provide to the University or its representative within 30 days records reasonably required to substantiate any damages claimed by the hotel. The hotel general manager will certify that records are complete and accurate.

Hotel will allow GRB to be exceeded by 10 percent of the agreed upon rate based on availability.

Hotel will provide the University department reserving the GRB with a bi-monthly report beginning twelve weeks prior to the meeting dates. The report will include number of rooms blocked, number of rooms reserved, remaining rooms available for sale within the hotel and, if applicable, potential attrition damages.

Reservations will be made directly with hotel by attendees via telephone or online. Hotel will provide at no cost a personalized reservation code for group attendees to make their reservations
Hotel will email reservation confirmations directly to each guest as long as a valid email address is provided during the reservation process.

Reservations made on an individual basis will be guaranteed by guest credit card. Credit cards will not be charged prior to the guest arrival. All room accounts are the responsibility of the individual unless the University provides specific written instructions otherwise.

In the event that a room is not available for a guest holding a guaranteed reservation, the hotel will do the following:

- Provide one or more night’s room and tax at a comparable hotel
- Provide transportation to and from that hotel each day
- Work to return displaced guest to hotels as soon as possible,
  And provide suitable amenity and note of apology
- Pay the difference between contracted rate and comparable hotel’s rate for guest’s entire stay
- Provide credit of the room’s cost to University Departments account for each reservation not honored.
- Rooms will be counted toward GRB and other rooms specified in the agreement

No contracted meeting space is to be released or revised without the University’s prior written approval. Should hotel have additional needs for contracted space, the University agrees to monitor attendance and work with hotel on possible program format changes to allow them to optimize their meeting space.

The University will provide the hotel with an estimated attendance and script for food and beverage functions using a Universal Hotel Event Order Form. Hotel will provide banquet event menu, including prices to the University at least 30 days before the event. The University will provide attendance guarantees 72 hours before the scheduled event. The terms and conditions of this contract will supersede any language in the hotels banquet event order forms or similar documents.

Hotel will provide, at no cost, sufficient quantities of standard meeting and banquet supplies and equipment such as tables, chairs, platforms, risers, lecterns, food and beverage service supplies
and other standard function room setup materials to accommodate the University’s requirements. Hotel warrants that sufficient supplies exist in its inventory or it will arrange to provide them at no cost. Any exceptions must be agreed to in writing by the University.

Standard centerpieces will be provided at no charge for meal functions on request.

Hotel will provide complimentary upgrades to presidential and/or executive suites based on availability for VIPs associated with events.

Hotel will provide complimentary upgrades to concierge level based on availability for VIPs associated with an event.

Hotel will provide an invoice detailing complete supporting documentation for each charge that will be paid by the University. Supporting documentation will include dates, location goods or services provided, quantity and unit price.

The University will pay the invoice with a credit card as soon as the charges have been reconciled and approved by the University department. Hotels will not charge a fee for processing the credit card payment. The payment terms for invoices processed in this manner will be "Net 0" meaning after the invoice has been reviewed and approved by appropriate University staff, the card will be activated for the amount of the invoice and an e-mail will be sent to the hotel with information allowing them to process the charge on the ghost credit card. If hotel doesn’t wish to process payment in this manner, the University's payment terms will be "Net 30" and the payment will be made via ACH/direct deposit.

The University has the right to examine detailed back-up for all charges listed on the invoice and contested charges will be exempt from any interest accrual or late charges until resolved to the satisfaction of the University.

All hotel employees and agents will comply with all federal, state and local laws pertaining to the sale, service or furnishing of alcoholic beverages. Hotel agrees to not serve alcoholic beverages to anyone under legal drinking age or to anyone who appears intoxicated. Hotel agrees to hold University and its officers and employees from any claim, liability or expenses including attorney's fees and costs arising out of the sale or service of alcoholic to University guests.

Notice of substantial remodeling or construction of hotels facilities will be provided to the University and comparable space provided. If comparable space is not provided, the University
may in its sole discretion cancel said event without penalty and receive a full refund of any monies paid to the hotel.

Hotel will notify the University in writing as soon as feasible of any potential conflicts that may affect the University's use of and access to the reserved facilities. If conflict is not resolved, the University may in its sole discretion cancel said event without penalty and receive a full refund of any monies paid to the hotel.

Hotel will adjust rate should published room rate be less than the University's negotiated rate.

SERVICE CHARGE: Service charge of 20% will apply to all items on a banquet order including food & beverage, AV, and meeting space charges.

MEETING SPACE: Meeting space dimensions, capacity and pricing is attached.

Pricing for each meeting room is determined on a sliding scale based on the food and beverage purchase.

Hotel will provide one complimentary easel for signage at each meeting room doorway, if requested.

FOOD & BEVERAGE: See attached catering menus.

All food and beverage to be provided by hotel. No outside catering. Specialty items must be pre-approved by the Director of Catering.

AUDIO VISUAL: See attached for audio-visual equipment.

The University may contract with a third party for audio-visual equipment and sound technician, or may provide University owned equipment. Hotel staff will cooperate with external staff to accomplish the required arrangements. No set up fee for using external vendors and/or equipment, unless agreed to in writing by the University.

Charges for the hotel's audio visual equipment must be agreed to by the University in writing in advance of the event.

Hotel uses outside vendor who supplies technician upon request.
Hotel will not impose any additional fees or surcharges, setup charges, service charges, gratuities, deliveries, package handling, waiter fees, safety/fire requirement charges, insurance costs, energy surcharges or storage costs that have not been previously authorized in writing by the University.

ADDITIONAL INCENTIVES:
Hotel offers event planner points for conferences. This is established in the Contractual negotiation phase for Group Blocks/Conferences.

CONTRACT ADMINISTRATION:
To review accounts, monitor activity and discuss usage reports, groups will be set up with Designated Special Rate Plans. Reports will be pulled specific to each accounts SRP.

Agreed to terms of this contract will be communicated so that correct benefits and rates are properly extended to the University and its guest by pulling from rates set up in hotels ONQ Property Management System by SRP, and /pr Corporate ID Code.

Quarterly sales reports showing number of guest rooms and conference rooms provided during each quarter will be provided once the UT SRP is established as a BTS account. Currently work with UT with individual group pieces of business. This information is provided through a Group Member List. Company specific information is provided through SRP Reporting. Bookings occurring through the GDM system, a travel agency report can also be provided with production information.

TERMINATION: Either party may terminate this Agreement by providing the other party notice no less than 30 days in advance of the termination date.

ORDER FORM: Hotel agrees that is will accept University's Event Order Form for all future transactions made during the term of this Agreement. The University's Event Order Form will contain the guest room commitment; pricing; catering; special concessions; audio visual requirements, etc.

NO OBLIGATION TO MAKE PURCHASES/NOT EXCLUSIVE: The parties agree that this Agreement does not obligate the University to make any purchases from Hotel. Further, this Agreement does not create an exclusive arrangement between University and Hotel.

DEPOSITS: Hotel will not require the University to pay any deposits.
TAXES: The University of Tennessee is exempt from taxes and it will only pay those taxes that are imposed directly on it.

INSURANCE: The Hotel shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from its obligations pursuant to this Agreement. The University of Tennessee is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et., which provides worker's compensation coverage and covers certain tort liability for actual damages of up to $300,000 per claimant and $1,000,000 per occurrence.

GOVERNING LAW: The laws of the State of Tennessee (without regard to its conflict of law principles) govern all matters arising under or relating to this Agreement. Any liability of the University to Hotel and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn.Code Ann. §§ 9-8-301, et.

ILLEGAL IMMIGRANTS: Incompliance with the requirements of Tenn. Code Ann. § 12-4-124, Hotel hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

WAIVER: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

MODIFICATION: The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement and such an amendment must be signed by authorized officials of both parties.
This contract is based on the following:
1. RFP Collective #300001771, ESM Bid ID 59
2. RFP Response Technical and Cost
3. Email’s dated 11/17/14 & 2/4/15
4. Misc Attachments (RAC Card; Meeting Space & Costs; AV Rental Price List; Catering Menus)

Any questions concerning this contract should be directed to Jackie Haun at (865)974-3098 or email jhaun4@tennessee.edu

Accepted by:
The University of Tennessee
Samantha Johnson, Director of Purchasing

SJ