NOTICE OF CONTRACT MODIFICATION

PREVIOUSLY 4600002284/650000649
REFLECTING NEW HOTEL OWNERSHIP

VALIDITY PERIOD: 3/01/15 - 2/28/18
EXTENSIONS: 2 ADDITIONAL PERIODS OF 1 YEAR EACH UPON WRITTEN MUTUAL AGREEMENT

Contact:
NAME: Keith Glad
PHONE: (615) 316-1064
EMAIL: nashvillehotel_sales3@hp-hotels.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.

This agreement is extended to all University of Tennessee campuses and institutes, all Tennesee Board of Regents schools.

Framework Purchase Order

Information
Date: 03/01/2017
Framework PO #: 5500006800
Payment Terms: Payable immediately Due net
Delivery Date: 03/01/2015
F.O.B. U.T. Destination
Buyer: Jackie Haun
Phone: 865-974-3098
Fax: 865-974-2973
Validity Dt: From 03/01/2015 To 02/28/2018
Collective Number: 4600002284

Item | QTY | UM | Material/Description | Price Per Unit | Net Amount
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This agreement is extended to all University of Tennessee campuses and institutes, all Tennesee Board of Regents schools.

Signature

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.
This agreement 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, 1/12/15, 2/3/15 & 2/16/15
4- MISC ATTACHMENTS (GENERAL INFO; MEETING SPACE; AV RENTAL PRICE LIST; BANQUET MENUS

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

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<tr>
<td>00001</td>
<td>1</td>
<td>LOT</td>
<td>Nashville lodging, meeting space, audio visual, food &amp; beverage.</td>
<td>2,300,000.00</td>
<td>2,300,000.00</td>
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</table>

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:

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**Ship To:**
C/O Department
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
City to be given at order placement, TN 37996

**Vendor Address**
Vendor No. 1138405
FWREF NASHVILLE AIRPORT, LLC
DBA NASHVILLE AIRPORT HOTEL
2200 ELM HILL PIKE
NASHVILLE TN 37214

**Bill To:**
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
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**HOTEL PROFILE:**
383 guest rooms, 206 doubles, 174 kings, 3 others with 12 ADA compliant rooms. Currently undergoing a full renovation with completion anticipated by late spring 2015. Over 8,000 square feet of meeting space with full banquet staff and catering department.

Guest rooms consist of in-room coffee makers & hair dryers, full size ironing boards and iron, two telephones with data ports and voice mail. King rooms have club chair and large L desk with office chair. Double rooms have two queen size beds with desk and office chair.

Refrigerators and microwaves complimentary and available upon request. Medical needs are first.

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**Framework Purchase Order**

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Standard guest room rate - prevailing per diem rate
Same rate for up to 4 guest per room
To view Per Diem Rates:
http://www.gsa.gov/portal/category/100120

No set Black-out dates, but rates may be restricted during high demand periods (CMA Festival, Citywide conferences, etc.) Contact hotel to confirm rate.

Cancelation Policy: Must notify the hotel by 6:00 pm day of arrival or subject to one night's room charge

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<td>Complimentary airport shuttle service every 20 minutes from 5am - 11pm. Complimentary shuttle service to Opry Mills Mall, shopping and dining.</td>
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<td>Onsite restaurant.</td>
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<td>Complimentary onsite parking with over 720 spots. Meeting facilities accommodate up to 400.</td>
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<td>100% smoke free facility by 2015</td>
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<td>Facility has state of the art fitness center and indoor swimming pool.</td>
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<td>Coin operated laundry available on site and standard dry cleaning and laundry services available with outside service.</td>
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<td>Complimentary business center</td>
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<td>No concierge services, but front office staff trained to assist guests</td>
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<td>Complimentary high speed wireless internet access throughout hotel including guest rooms, common areas and meeting spaces.</td>
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<tr>
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<td>Secure baggage holding area available for guest</td>
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ADA compliant
Not pet friendly

Daily newspapers are available in the lobby as well as coffee from 5am to 9am.

See attached "General Info" for additional details

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:
- Relocated 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
- Rate booked will be honored

Late check-out until 1pm if available.

Early departure fees: Must cancel before noon on check out day

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ADA compliant | | | | | |
Not pet friendly | | | | | |
Daily newspapers are available in the lobby as well as coffee from 5am to 9am. | | | | | |
See attached "General Info" for additional details | | | | | |

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Signature ________________________________
If hotel's published rate is less than the University's negotiated rate, hotels' best flexible refundable rate will be honored.

Hotel has the ability to separate charges and have individuals pay. Direct bill has been established; negotiated rates can be loaded into University's designated travel agency, World Travel 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 21 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.

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.

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

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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 online and at the negotiated GRB.

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:

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- 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 hotel's 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.

The University may contract with a third party for AV equipment and sound technician, or may provide University-owned equipment. There will be no set up fee for using external vendors and/or equipment, unless it is agreed to in writing by the University.

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Signature ________________________________
Charges for the hotel’s audiovisual equipment must be agreed to by the University in writing in advance of the event.

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 the 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 satisfactory 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.

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.

In the event hotel’s published rate is less than the University’s negotiated rate, hotel will provide best flexible refundable rate.

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<td>SERVICE CHARGE: Service charge of 22% will apply to all items on a banquet order including food &amp; beverage, AV, and meeting space charges.</td>
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<td>MEETING SPACE: Meeting space dimensions, set up and capacity and pricing is attached.</td>
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<td>FOOD &amp; BEVERAGE: See attached catering menus and pricing.</td>
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<td>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.</td>
<td></td>
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<td>AUDIO VISUAL: Audio Visual inventory and pricing is attached.</td>
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<td>Hotel provides a sound technician at rate of $150 per hour.</td>
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<td>CONTRACT ADMINISTRATION: To review accounts, monitor activity and discuss usage reports, groups will be set up with Designated Special Rate Plans. Accounting will send detailed folios.</td>
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Signature _______________________________
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 making directors aware of these terms.

A unique account code will be utilized to track number of guest rooms and conference rooms provided during each quarter, or whatever best fits the University.

System reports will list the production and can be analyzed however best fits the University.

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.

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.
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.

Total Net Amount without Tax USD

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2,300,000.00

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.

Signature ________________________________
The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1,4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.

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Frameworks Purchase Order

Information

Date: 03/01/2017
Framework PO #: 5500006800
Payment Terms: Payable immediately Due net
Delivery Date: 03/01/2015
F.O.B. U.T. Destination
Buyer: Jackie Haun
Phone: 865-974-3098
Fax: 865-974-2973
Validity Dt: From 03/01/2015 To 02/28/2018
Collective Number: 4600002284

Item | QTY | UM | Material/Description | Price Per Unit | Net Amount
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