**Exhibit [ ]**

**Addendum to Arena Use Agreement: Suncoast Credit Union**

**Arena Hospitality Suite**

This Addendum is hereby incorporated into and amends the Arena Use Agreement (“Agreement”) between The District Board of Trustees of Florida SouthWestern State College, FL (“Licensor” or “FSW”) and Click or tap here to enter text. (“Licensee”) collectively (the “Parties”), for the express purpose of granting Licensee permission to use the hospitality suite(s) within the Suncoast Credit Union Arena at Florida SouthWestern State College for the term specified below, subject to the provisions specified herein.

All provisions and stipulations set forth in this Addendum shall be binding upon the Licensee and are to be considered integral to the Licensee’s use of the Licensed Space as delineated below.

1. **Licensed Space.** For and in consideration of the sum specified in Section 3 of this Addendum,the Licensor grants to the Licensee permission for the non-exclusive use of the following areas of the Suncoast Credit Union Arena at Florida SouthWestern State College: Click or tap here to enter text.(“Licensed Space” or “Suite(s)”). This Addendum specifically includes only the Suite(s) for the event(s) defined within Section 1 of the Agreement (“Event”) and for the duration set forth therein. **If the Suite(s) is rendered uninhabitable, and Licensee wishes to relocate to another suite, the Licensor, at its sole discretion and contingent upon the availability of the alternative suite(s), may grant such request. In such case, accommodations shall be made subject to the same terms and conditions agreed to herein, unless otherwise agreed to, in writing, by the Parties.**
2. **Term.** The term for access granted to Licensee by Licensor for the Suite(s) shall coincide with the term set forth in Section 2 of the Agreement (“Term”).
3. **Fees.** Notwithstanding any fees outlined in the Agreement, Licensee agrees to pay an additional fee of $ Click or tap here to enter text. for access to the Suite(s), due within Click or tap here to enter text. calendar days of the Event (“Suite Fee”). Payment of this Suite Fee is a material condition of Licensee’s right to access the Suite(s), and failure to remit payment according to the provisions set forth herein may render the Addendum null and void, at the sole discretion of the Licensor.
4. **Food and Beverage Services.** All food and beverage services shall be arranged exclusively through FSW’s Office of Auxiliary Services, and Licensee agrees to pay for any such services separately. Orders must be placed at least seventy-two (72) hours prior to the Event; Licensee is prohibited from bringing any external food or beverages into the Suite(s).
5. **Right of Entry.** Licensor retains the right at all times to enter the Suite(s) as outlined in Section 19 of the Agreement.
6. **Liability.** Licensee’s use of the Suite(s) shall be subject to the liability provisions set forth in Section 15 of the Agreement, including all indemnification, defense, and hold harmless obligations outlined therein.
7. **Capacity.** Licensee agrees not to exceed the maximum occupancy limit of the Suite(s) at any time during the Term. Licensor reserves the right to monitor and enforce the capacity limit and to require immediate compliance if the limit is exceeded.
8. **Termination or Cancellation.** This Addendum of the Agreement may be terminated with or without cancelling the Agreement itself, by the Licensee, subject to the provisions outlined below:
	1. **Termination of Addendum Concurrent with Cancellation of Agreement.** Termination shall be subject to and in accordance with the provisions outlined in Section 5 of the Agreement.
	2. **Termination of Addendum without Cancellation of Agreement.** In the event of a cancellation of ­**only** the Addendum by Licensee with the Agreement remaining in effect, Licensee shall be obligated to pay any associated cancellation fees incurred by third-party vendors as well as the Suite Fee as outlined below:
		* If termination occurs from 0 to 240 calendar days prior to the Term date, then termination fee equals 100% of Suite Fee as well as any associated termination fees incurred by third party vendors; and
		* If termination occurs from 241 to 365 calendar days prior to the Term date, then termination fee equals 75% of Suite Fee. Licensee will be responsible for the full amount of any associated cancellation fees incurred by third party vendors.

**This Addendum is hereby incorporated into and made part of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control solely with respect to the Licensee’s use of the Suite(s).**

**This Addendum shall become effective on the date of the last signer’s signature and shall remain in effect for the same duration specified in the Agreement, unless the Agreement or this Addendum is otherwise canceled or terminated in accordance with their respective provisions.**

# In Witness whereof, the parties have affixed their signatures as follows:

**On behalf of the Licensee**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed name)

SIGNED:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**On behalf of the DISTRICT BOARD OF TRUSTEES,**

**FLORIDA SOUTHWESTERN STATE COLLEGE, FLORIDA**

BY: Jason Dudley

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE : VP IT & Digital Strategies / Chief Information Officer

DATED : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_