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3 RESOLUTION NO. 2011-02
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5 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
6 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
7 CONTRACTS; APPROVING A CONTRACT WITH METRO PARKING
8 CORP./PARKSAFE SYSTEMS FOR VALET PARKING SERVICES AT
9 THALATTA ESTATE AND OTHER VILLAGE PARKS PURSUANT TO
10 BID NO. 2010-PR01; AUTHORIZING A CONTRACT FOR AN INITIAL
11 THREE-YEAR TERM, AND OPTIONS FOR UP TO THREE
12 ADDITIONAL ONE-YEAR EXTENSIONS; AUTHORIZING THE
13 VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND
14 PROVIDING FOR AN EFFECTIVE DATE.
15

16
17 WHEREAS, the Village continues its efforts to improve the delivery of services for the
18 enjoyment of our supportive residents and park users; and,

19 WHEREAS, pursuant to RFP 2010-PR01, it is the Village's intent and purpose to secure a
20 qualified firm(s) to provide valet services at Thalatta Estate and other selected Village parks
21 and/or events Village parks; and,

22 WHEREAS, Metro Parking Corp./Parksafe Systems was determined to be the most
23 responsive and qualified firm; and,

24 WHEREAS, the proposed contract for services is for an initial three year period, and
25 contains options for up to three additional one year extensions; and

26 WHEREAS, the Mayor and Village Council is now authorizing the Village Manager to
27 execute the contract with Metro Parking Corp./Parksafe Systems; and

28 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
29 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
30

31 Section 1. The Village Council hereby approves the selection of Metro Parking
32 Corp./Parksafe Systems to provide valet services at Thalatta Estate and other selected Village parks
33 and/or events pursuant to Bid No. 2010-PR01.
34

1 **Section 2.** The contract between the Village of Palmetto Bay and Metro Parking
2 Corp/Parksafe Systems, providing for an initial three year term and containing options for up to
3 three additional one year extensions, and which is attached hereto as Exhibit A, is hereby
4 approved.
5

6 **Section 3.** This Resolution shall take effect immediately upon adoption
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8

9 PASSED and ADOPTED this 10th day of January, 2011.
10

11
12
13 Attest: Meighan Alexander
14 Meighan Alexander
15 Village Clerk
16

Shelley Stanczyk
Shelley Stanczyk
Mayor

17 APPROVED AS TO FORM:
18

19 Eve Boutsis
20 Eve Boutsis
21 Village Attorney
22

23 FINAL VOTE AT ADOPTION:
24

25 Mayor Shelley Stanczyk	<u>YES</u>
26 Vice Mayor Brian W. Pariser	<u>YES</u>
27 Council Member Patrick Fiore	<u>YES</u>
28 Council Member Howard J. Tendrich	<u>YES</u>
29 Council Member Joan S. Lindsay	<u>YES</u>

AGREEMENT BETWEEN
THE VILLAGE OF PALMETTO BAY
AND
FOR VALET PARKING SERVICES AT VILLAGE PARKS

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the Village of Palmetto Bay, a Florida municipal corporation (the "Village"), and _____ ("Contractor/Proposer").

RECITALS

1. The Village has under its control five (5) parks in which a myriad of activities occur, including special events and rental functions as may be exemplified by those offered and/or planned at Thalatta and Ludovici Parks..
2. The Village desires to obtain valet parking services to accommodate park events, patrons and property pursuant to the terms of this agreement.

NOW THEREFORE, in consideration of \$10.00, the mutual covenants and conditions contained herein, the receipt of which is acknowledged, the parties agree as follows:

PURPOSE/AUTHORIZATION

1. The purpose of this Agreement is to provide for the Village's retention of Contractor/Proposer to provide valet parking services at various Village parks on an as needed basis and as described in Section 2 below.

2. **Scope of Services**

- a. The Village grants to the Contractor/Proposer the non-exclusive right to provide valet parking services at selected parks and/or facilities as contemplated herein. The Contractor shall adhere to established rules and conditions concerning valet parking services at Village park facilities. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

- b. The Contractor shall provide organized and efficient Valet Parking Services for specified, assigned events at various locations, primarily that of Thalatta Park and Ludovici Park on days and times determined by the Village on an as needed basis. Thalatta Park shall utilize the adjacent Deering Point Park parking lot to the north as the designated vehicle parking area (separated by the C100 SFWMD Canal); and Ludovici Park shall utilize the adjacent Palmetto Bay Center to the south. Contractor shall plan/design valet operations accordingly. Personnel shall possess desirable qualities and knowledge to carry out specific tasks including, but not limited to, implementation of an organized method of receiving vehicle keys and storage/safeguarding of same, responsible transporting of valet vehicles to designated parking areas, return of valet personnel to point of origin /car drop off location via foot or shuttle, ability to deal with the public; defuse threatening situations and unruly individuals if necessary; assist in directing traffic and regulate flow of vehicles to prevent hazardous stacking of vehicles, ; ability to remain alert and act calmly and quickly in the event of an emergency with ability to effectively communicate with supervisory personnel and/or emergency services personnel; and follow standard operating procedures as determined by the Contractor and the Village. Contractor shall instruct and require its valet services personnel to perform the services

specified herein in an orderly and efficient manner while adhering to the regulations of the Village with regards to safety and facility security, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's business.

c. Contractor and all Contractor Valet Parking personnel must possess any State, County or City license which may be required to perform such services, be no less than 21 years of age; have a high school diploma or G.E.D., and possess good human relations skills. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, which will include an FDLE (Florida Department of Law Enforcement), medical examination which includes drug screening; all which shall be the financial responsibility of the successful proposer. All must be a Citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

d. All personnel must successfully complete a polygraph examination, to be conducted at the Contractor's expense prior to assignment, and whose minimum testing parameters include nature of discharge from military; substance abuse (drug and alcohol; child abuse and/or molestation; convictions (misdemeanors and/or felony); dismissal other than layoff; and whether individual has ever been denied a gun permit.

e. Personnel must have completed a medical examination, to be conducted at the Contractor's expense and prior to any assignment to the Village, with results presented to Village upon request. Minimum testing shall include freedom from any communicable disease; binocular vision, correctable to 20/20 (Snellen); ability to distinguish basic shapes of colors is required in both normal and peripheral vision; able to hear ordinary conversation at 20 feet, and whispered conversation at 10 feet without the use of artificial hearing devices or aides; pass a urinalysis test showing freedom from drug use, except any prescribed medication; free from any physical or emotional disorder handicap that would inhibit or preclude meeting the performance standards under this contract. Personnel file(s) shall be presented for review upon request of the Village.

f. Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Contractor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Valet parking personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.

g. The Contractor is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. Said on-site training may be performed by a supervisor or well-experienced valet parking person. The costs of any and all training shall be considered as a part of the Contractor's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request. The Contractor agrees to comply with any State, County or City, or periodic training required of each valet parking personnel in order to ensure continued level of service.

h. Contractor shall provide a valet parking supervisor to have supervisory responsibility over all Contractor personnel on duty for respective assignment. This individual shall understand that

he/she will be responsible for contacting all valet parkers at all times and respond to inquiries or request of the Village. This person shall also serve as a backup in the event that a valet parker does not report for duty and conditions merit.

i. All valet parking personnel must be well groomed and neatly uniformed. Uniforms are to include like shoes, clean and ironed shirt (with buttoned cuffs if long sleeve shirt), cap optional, ID badge, whistle on a chain, writing implements, flashlight, and other optional equipment as may be required. All valet parking personnel shall wear a nameplate bearing his/he name and company issued photo ID card. At times and at the Village's discretion, the Village may require a formal attire/uniform such as long sleeve shirts, etc, furnished by the Contractor. During cold weather periods, jackets worn by valet parking personnel must be Contractor issued and with identifiable patch or similar means of identifying as Contractor services.

j. While on duty, all valet parking personnel must be in complete uniform and fully equipped as per Village's instructions. Contractor valet parking personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by this Contract or the Village.

k. The Contractor is responsible for assuring that all personnel maintain a neat appearance in accordance with contract standards, up to and including responsibility for maintenance and replacement of uniforms as may be necessary. All equipment used by the Contractor is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Contractor is responsible for the quantity and quality of uniforms and other required personal equipment used by Contractor personnel.

l. Required equipment shall include:

- i. Whistle with metal chain attachment
- ii. Flashlight (heavy duty with 2 or more D-cells)
- iii. Communications System: handheld radios as licensed and approved for use by the Federal Communications Commission) or similar reviewed and authorized by Village. Supervisor(s) on duty shall be required to carry such communication devices. For all contracted events, the Contractor shall also provide one device to the respective facility manager.

iv. Optional equipment shall include 1) golf cart and 2) shuttle vehicle; however, Proposer may offer additional items for Village's consideration.

v. Contractor shall provide all working materials necessary for proper performance or this Contract including, but not limited to, bounded logbooks, notebooks, pens, pencils, etc

All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. All proposed signage, key cabinets and/or other on-site Contractor amenities shall be aesthetically pleasing and appropriate for the given facility, and have prior review and approval from the Village. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

m. The Village currently has jurisdiction over five (5) parks and may request valet parking services at any given park or other Village facilities and/or properties. Functions may include special events, weddings, parties, picnics, etc, with on-site or satellite parking facilities. Said off-site satellite facilities may or may not be owned by the Village; however, it is understood that authorization has been granted for Village use. As noted under Insurance requirements, designated satellite locations must also be named as Additional Insured.

n. Assignments/Proposed rates.

Assignments and the number of valet parking personnel required for services at a scheduled event/site will be determined and scheduled by the Village. The Village shall make every effort to give sufficient advance notice as to valet parking personnel needs; however if needed, the Village may request services upon a 48-hour notice to Contractor. The Village shall not pay for any scheduled services not received; such as times Contractor personnel are late for, or absent from, work.

It is the preference of the Village that proposed hourly rates are constant and as such, it is suggested that proposer not issue a proposal with higher hourly rates for weekends, holidays and/or special details. Proposers shall be aware that personnel requirements are subject to change based on the needs of the Village and that no guarantees are made as to the number of hours afforded and that regardless of the number of personnel utilized by the Village, the hourly rate remain constant and unchanged.

o. The Contractor/Proposer shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the Village, the Contractor or Valet Parking Services.

p. Upon completion of requisitioned valet parking services, the Contractor shall forward an invoice for payment to the Village. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

3. **Pricing/Cost of Services:** The Village's costs for specified services shall be pursuant to those enumerated by the Contractor and as specified on the attached 'B' subsequent to prices offered by the Proposer in RFP #2010-_____ and as approved by the Village Council via Resolution No._____; and may not be increased or in any way revised during the term of this agreement unless with the express written approval of both parties. No cost-of-living, consumer price index or the like shall be applied in an attempt to increase costs upon the start of a new contract year or any other time.

4. **Additional Services.** Contractor shall provide additional services to the Village as determined by the Village Manager or his designee and that are mutually agreeable by both parties.

5. **Term/Renewal.**

a. **Term.** This Agreement shall become effective upon execution by both parties and shall continue through _____, 2013, for a period of three years, unless earlier terminated the provisions of this Agreement.

b. **Renewal.** The Village shall have the option to renew this Agreement upon the same terms and conditions for up to three (3) additional one (1) year extensions. (the "Option") The Option may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon written notice from the Village Manager to the Contractor/Proposer no later than 30 days prior to the date of termination of the Term or any renewal term.

5. **Termination.**

a. **Without Cause.** The Village Manager may terminate this agreement at any time, with or

without cause or reasons deemed to be in the best interest of the Village, at any one or all concession locations by giving the Contractor 30 calendar days' prior written notice. If the Village Manager discovers a problem with the Contractor's services, the Village Manager shall immediately provide notice to the Contractor and list all deficiencies in the notice. The Contractor shall be provided seven (7) calendar days to correct the deficiencies or problems listed in the notice. If the Contractor does not correct the problem to the satisfaction of the Village Manager within the seven (7) calendar days, the Village Manager may elect to immediately terminate the Agreement. The Village Manager shall make the final decision on behalf of the Village as to the Contractor's compliance with the terms of the contract, quality of services, and termination. The Village and/or Village Manager shall have no liability to the Contractor for future profits or losses in the event of termination. The rights and remedies of the Village Manager provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

b. For Cause. This agreement may be terminated by either party upon five calendar day written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Contractor abandons this agreement or causes it to be terminated by the Village, the Contractor shall indemnify the Village against any loss pertaining to this termination. In the event that the Contractor is terminated by the Village for cause and it is subsequently determined by a court of competent jurisdiction that the termination for convenience under section 5.c of this agreement and the provision of section 5.c shall apply.

c. For Convenience. This agreement may be terminated by the Village for convenience upon 14 days' written notice to the Contractor. In the event of termination, the Contractor shall incur no further obligations in connection with this work and shall, to the extent possible, terminate any outstanding obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. The Contractor shall promptly submit its invoice for final payments due; and under no circumstances shall the Village make any payment to the Contractor for services which have not been performed.

6. Designated Representative. The Contractor shall appoint, in writing, at the time of the execution of this Agreement, a representative that shall be the sole and exclusive contact with the Village Manager, or his designee.

7. Insurance.

a. The Contractor shall furnish to the Village certificates of insurance evidencing the insurance coverages specified by this Section at the request of the Village Manager and required under the RFP. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

b. The Contractor shall name the Village, and its respective officers, agents, servants and employees, as an additional insured on the Comprehensive General Liability Policy. This insurance policy shall state, after the above-referenced additional named insured that "this coverage is primary to all of the coverage the additional insured may have." Proof of insurance shall be provided at the time of the signing of this Agreement and incorporated herein as exists there forth in full. The listing of other agencies/property owners shall also be included as additional insured, as identified and required under the RFP.

- c. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.
- d. Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor of Contractor/Proposer in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to Village. The Contractor and any sub-contractor of Contractor shall maintain such policies during the term of this Agreement.
- e. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.
- f. Contractor shall name the Village (and others) as an additional insured on each of the policies required herein, with the exception of the Contractor's Worker's Compensation policy.
- g. Throughout the term of this Agreement, the Contractor agrees to maintain in force at their own expense insurance as follows:

Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

A.	Bodily Injury/Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
B.	Personal Injury	
1.	Annual Aggregate	\$1,000,000

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation Statutory	
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-employee

If Contractor/Proposer claims to be exempt from this requirement, Contractor shall provide Village proof of such exemption along with a written request for Village to exempt Contractor, written on Contractor letterhead.

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A. Bodily Injury and Property Damage combined single limit

1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

8. **Damage/Restoration/Conditions.**

a. In the event of any damage to Village or assigned property by the Contractor or its agents, employees, volunteers or participants, the Contractor shall be responsible for replacing or restoring to its condition prior to the use by Contractor, as determined by the Village Manager.

b. Village does not expressly or impliedly warrant the condition of any facility. The Contractor waives the right to a claim for any damages Contractor its agents, employees, volunteers, guests or invitees from any use of Village or assigned property.

c. Village shall not be liable for any loss, damage or injury of any kind or character, including vandalism and theft, to any person or property (i) caused by any defect in the Contractor’s services; (ii) caused by or arising from any act or omission of Contractor, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Contractor is in control of security services; or (iv) arising from any other cause.

d. The Contractor shall deliver the assigned property to the Village in the same condition as it is received.

9. **Liability.** The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the providing of valet parking services on selected properties.. Nothing in this Agreement will be construed to affect in any way the Village’s rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes. The provisions of this Section will survive the termination or expiration of this Agreement.

10. **Indemnification.** The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys’ fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

11. **Assignment.** The Contractor/Proposer shall not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or be subcontracted under this agreement unless Contractor obtains prior written consent from the Village. Approved Subcontractor shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractor’ acts, errors or omissions. The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other

financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the Village.

12. **Non-Discrimination.** In the providing of valet parking services, Contractor, its employees, agents, volunteers, and any parties under the direction or control of Contractor may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the performance of this Agreement, Contractor, its employees, agents, volunteers, and any parties under the control or direction of Contractor may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap, or sexual orientation.

13. **Records/Village's Right to Inspect.**

a. Village has the right at all reasonable times to conduct whatever inspections of the facilities the Village deems reasonably necessary to determine if Contractor is complying with the terms and conditions of this Agreement. Except for emergency situations, Village inspections will not hinder or interfere with the normal operation of the Contractor's services.

b. All records, books, documents, papers and financial information (the "Records") that result from Contractor's services to the Village under this Agreement shall be available to the Village upon request. The Village shall have the right to retain copies of the documents at the Village's discretion and expense.

14. **Third Parties.** Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

15. **Notices.** All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

To Contractor:

To Village:

Ron E. Williams, Village Manager
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157

With a copy to:

Village Attorneys
Attention: Eve A. Boutsis, Esquire

18001 Old Cutler Road, Suite 533
Phone: (305) 235-9344
Facsimile: (305) 235-9372

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

16. **Supervision.** All Contractor activities relating to valet parking services must be supervised at all times.

17. **Entire Agreement/Modification/Amendment.**

a. This Agreement sets forth the entire agreement between Village and Contractor with respect to the subject matter of this Agreement. This agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

b. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

18. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

19. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. The parties agree that venue for and legal action instituted in connection with this Agreement shall be in Miami-Dade County Florida.

20. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Independent Contractor/Proposer.** Nothing herein contained shall be deemed in any way to constitute Village or Contractor a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Contractor shall be considered an independent Contractor and not an employee or agent of the Village. The Contractor is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the Contractor.

22. **Attorney's Fees.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees, the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any

enforcement of this Agreement, including appellate proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest.

23. **Miscellaneous.**

a. It is further expressly understood and agreed that no real or personal property is leased to Contractor and that Contractor shall comply with each and all of the undertakings, provision, agreements, covenants, stipulations and conditions contained herein.

b. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

c. All terms, conditions, covenants and obligations of Village and Contractor hereunder shall survive the termination or expiration of this Agreement as necessary and appropriate for such parties to fulfill their obligations that accrued during the Term of this Agreement.

d. Contractor and its agents, employees or volunteers shall not be permitted to consume or otherwise possess any alcoholic beverages, tobacco products or other such products as determined by the Village, during scheduled valet parking services.

e. In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

24. **Force Majeure:**

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

25. **Waiver Of Jury Trial:**

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

26. **Eligibility.** All agents, employees and subcontractor of the Contractor retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility and comply with the Shannon Melendi Act, as adopted by the Village.

27. **Contingency Fee and Code of Ethics.** Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

28. **Warranty Of Authority.** The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

29. **Taxes.** During the period of this agreement, Contractor shall pay any and all taxes of whatever nature lawfully levied upon or assessed that arise out of the operations of the Contractor in connection with this agreement.

30. **RFP.** Contractor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Contractor/Proposer during the RFP process.

31. **Compliance with Law.** Contractor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

32. **Shannon Melendi Act.** The Contractor shall comply with the “Shannon Melendi Act of Miami-Dade County”, which is incorporated by reference for the purpose of conducting background investigations for all coaches, managers, officials, umpires, members, employees, and/or volunteers or participants (“Volunteers”) associated with the operation of programs and/or activities for the Contractor. Required background investigations shall be completed in accordance with the Program Policy.

33. **Sovereign Immunity and Attorney’s Fees.** The Village Manager does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

34. **Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

35. **Non-Waiver.** Any waiver or any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring a forfeiture for any succeeding breach, either of the same condition or covenants or otherwise.

36. **Public Entities Crime Statement.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor’s contract shall immediately terminate.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ____ day of _____, 2010.

Village:

ATTEST:

Village Palmetto Bay, a Florida municipal corporation

By: _____
Meighan J. Alexander, Village Clerk

By: _____
Ron E. Williams, Village Manager

Approved as to form and legality for the use and benefit of the Village of Palmetto Bay only

Contractor/Proposer:

Village Attorney

By: _____
Print Name: _____

[END OF DOCUMENT]

**Appendix A: Village Ordinance 08-10
Shannon Melendi Act**

Appendix B: Price/List Schedule



RFP# 2010 – PR01
VALET PARKING SERVICES

Response to RFP Submitted by:

PARKSAFE
SYSTEMS

Chapter 1 - Letter of Intent

December 9th, 2010

Meighan J. Alexander, Village Clerk
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157

RE: REQUEST FOR PROPOSALS RFP#:2010-PR01 – VALET PARKINGSERVICES

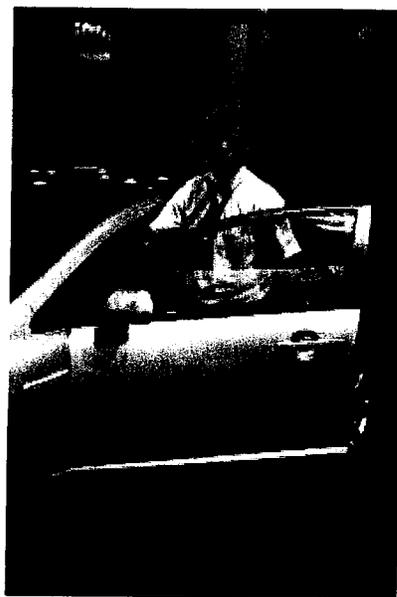
Dear Madam Village Clerk:

ParkSafe Systems is pleased to provide this proposal for the above referenced RFP. We are confident that our extensive valet parking experience and our company's drive for 100% customer satisfaction positions us to be the best possible provider of these services for the Village of Palmetto Bay.

ParkSafe Systems is distinguished from our competitors in many ways. Our white glove, service focused approach to this project will further separate us from other respondents. We have a detailed plan of action that we will implement through our unique organizational structure designed to provide on-site supervision and management for each event. Although our employees pass one of the most rigorous employee screening processes in the industry, we are committed to a high level of supervision that provides unmatched project oversight.

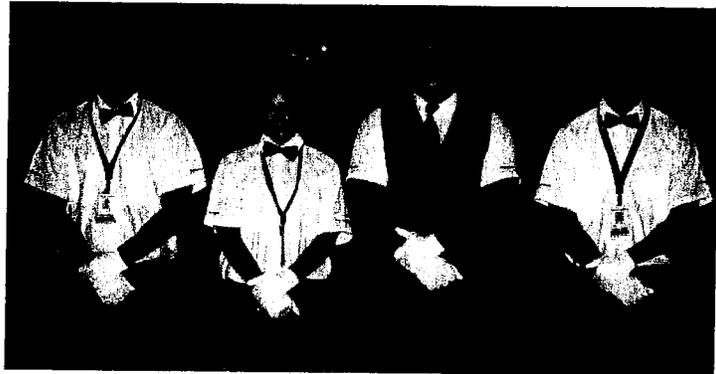
ParkSafe has read and completely understands the scope of services requested from this RFP. Our operating plan will exceed the Village requirements in every area. The following are key elements of our operating strategy:

- ① ParkSafe uses meticulous hiring practices that ensure the highest caliber employees from the start.



- Ⓟ ParkSafe has a detailed comprehensive training program that ensures all supervisors and attendants are not only effective operations managers, valet parkers and parking attendants, but more importantly, hospitality professionals.
- Ⓟ ParkSafe insists on direct supervision for each event so employees are always and immediately accountable for their performance.
- Ⓟ ParkSafe will have a manager in the area for every event and this corporate presence will add confidence to the staff, the Village, Village customers and their guests.
- Ⓟ ParkSafe is a locally owned, Miami-Dade County based company. ParkSafe's owner is a hands-on dedicated professional who invests personal attention to every project.
- Ⓟ ParkSafe has the employee base to immediately respond to the Village's needs. Our strong Miami-Dade presence provides resources on demand.
- Ⓟ ParkSafe's high professional standards provide strict uniform and personnel appearance standards which project a high end, white glove image.

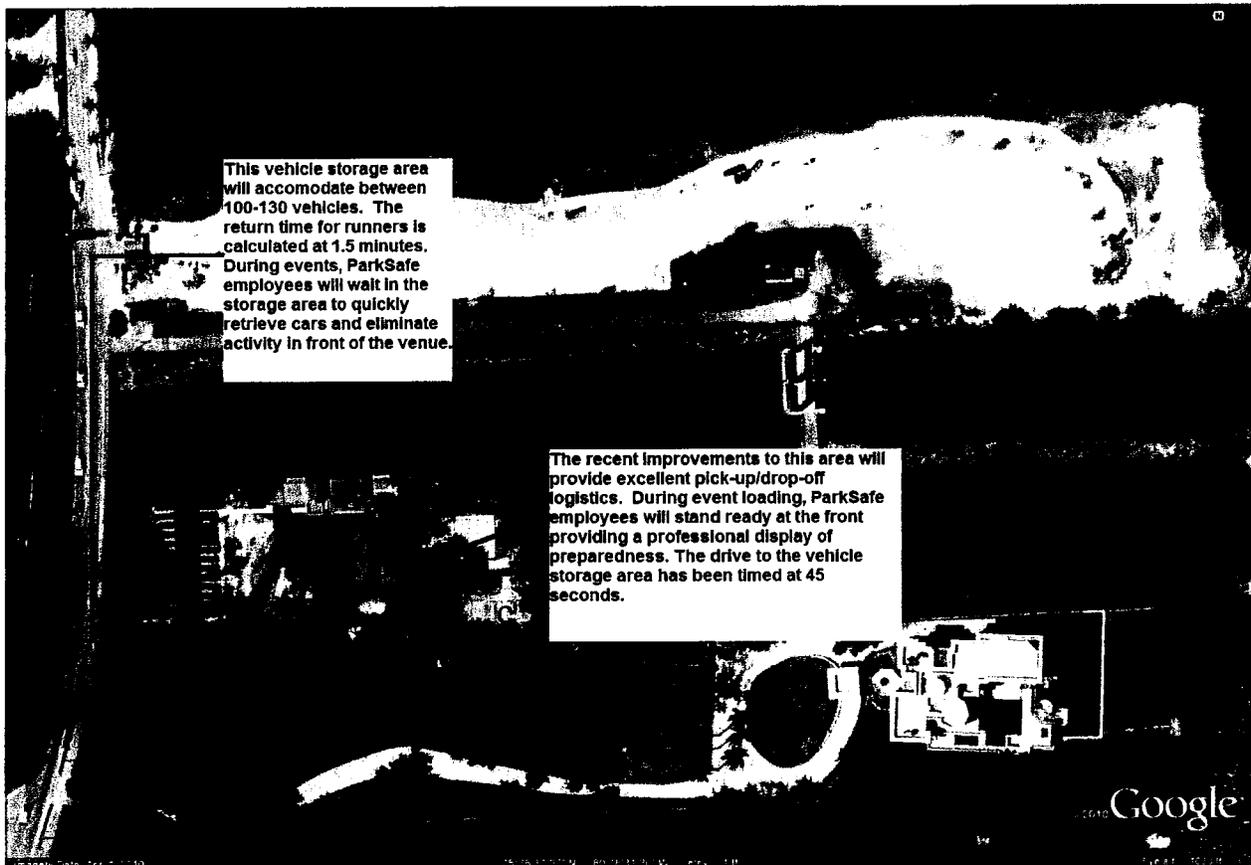
- Ⓟ ParkSafe's system will provide the Village all of the necessary tools to ensure smooth and efficient valet operations. ParkSafe will have available and immediately implement the following as necessary:



- Ⓟ Transport vans to quickly move runners to and from the pick-up/drop-off areas and vehicle storage areas
- Ⓟ Key storage kiosks to secure keys while cars are stored
- Ⓟ Two-way radios and cell phones for clear and efficient communication
- Ⓟ Umbrellas to assist patrons entering their cars in inclement weather
- Ⓟ Clean presentable cones, valet signs, whistles and flashlights
- Ⓟ Spare uniforms to maintain neatness and professional image under any circumstance

ParkSafe has reviewed the facilities within the purview of this RFP. We are broadly experienced and specifically prepared for this assignment. Our management team has visited the locations and we have developed special recommendations for this project. Our preparedness will benefit the Village because we will be available and organized to start at the Village's earliest need.

For example, after studying the (BUILDING BY BRICK PAVER PARK) we have created an operational synopsis for this venue depicted in the following diagram.



We expect this vehicle storage area to be sufficient for most events and in cases where it may not be, two-way radios will be used and transport vans will be made available to quickly move runners to and from the pick-up/drop-off area and the additional parking storage area.

Park Safe understands and gladly accepts the responsibility that comes from being part of the first and last impression for guests and will make sure it the best possible. The valet area and equipment will always be clean and out of the way, attendants will be well-groomed and uniformed, standing in an organized manner, ready to be of service and to receive/ retrieve vehicles. The on-site supervisor is alwayswilling to assist with any special requests and will always be ready to welcome guests with a smile and a nice welcomewhile other attendants open doors for all guests and help load or unload any items as necessary. Upon exit, he will also deliver a pleasant farewell and other attendants will be ready to open and close vehicle doors. Gratuities are always optional and attendants will never ask for these including for any special requests. This includes guests who wish to request that their vehicles be left up front, which attendants will try to accommodate at the front, as possible, for the purpose of keeping a visually appealing front area.

ParkSafe Systems' references will attest to our commitment to 100% customer satisfaction. We over-prepare for every assignment and exceed customer expectations. As you contact our existing clients, you will quickly understand that our corporate philosophy is designed to build lasting, mutual beneficial relationships. We are confident that when chosen for this assignment, the Village of Palmetto Bay will benefit from our focus on customer service. Our expert, extremely professional valet services will be one more reason to choose a Village venue when contemplating an event or party.

In accordance with the scope of services and RFP requirements, ParkSafe Systems proposes all inclusive, hourly rates for valet runners and supervisors on an as needed basis for this project. With just 48 hours notice we will provide a supervisor and the number of runners required for every assignment. Included in our hourly rates are local, area management support, all general overhead and all miscellaneous costs and expenses.

ParkSafe Systems' proposed hourly rate for all valet runners is \$14 (Fourteen Dollars) per hour.

ParkSafe Systems' proposed hourly rate for supervisors is \$18 (Eighteen Dollars) per hour.

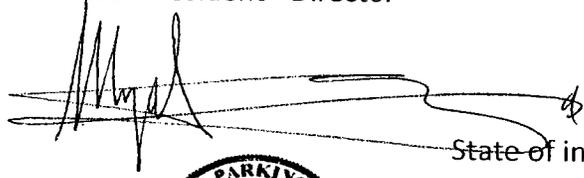
ParkSafe agrees to hold this proposal for 180 days and agrees that these hourly rates will not increase for the initial period of the agreement (three years).

In summary, ParkSafe's preparedness and customer focused approach to valet parking is what separates us from our competition. Our local owned and managed firm takes great effort to attract and retain the most qualified and risk-free employees. We are confident that our vigilance will be a tremendous benefit to the Village of Palmetto Bay. We look forward to the possible interview portion of this process and would very much appreciate the opportunity to discuss our professional capabilities with you in person.

Please contact me directly at (786) 863-0030 with any questions or requests for additional information.

Sincerely,

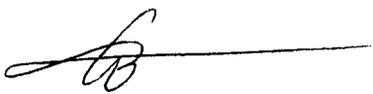
Myat Maung
Vice-President - Director



State of incorporation: FL



Metro Parking Corp. dba ParkSafe
17290 NE 19th Avenue
N Miami Beach, FL 33162



Chapter 2 - Contractor/Proposer's Statement of Organization

ParkSafe has been in business since 2006. However, the Corporation that owns ParkSafe went through a change in ownership in 2010. Myat Maung "Mario" who was the General Manager of ParkSafe since inception, handling all operational managerial duties, proudly became a managing partner, another partner also joined the new firm, and Park Safe became part of a newly formed Corporation, Metro Parking Corp.

The transaction was an Asset Purchase Agreement which we are hereby including for your information.

During the transition period, aside from the change in ownership, operationally all else remained unchanged, including all clients, vendors, offices, valet attendants, supervisors, office personnel and management.

A few employees that may provide services sought in this RFO are:

Name	Title	Age	Education Level	Yrs with Company
Munir Maluf	Supervisor	34	Undergraduate - Management	1
Alex Guzman	Attendant	22	Associate Degree	1
Erik Gonzalez	Attendant	33	High School	3
Eddie Hernandez	Attendant	30	High School	2
Rick Moran	Attendant	23	Undergraduate	1 ½
Rogelio Aguila	Attendant	23	High School	2

FORM 1
CONTRACTOR/PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Contractor/Proposer):
Metro Parking Corp. dba ParkSafe

Principal Business Address:
17290 NE 19th Avenue
N Miami Beach, FL 33162

2. Principal Contact Person(s):
Myat Maung "Mario"

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):
Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor/Proposer. Provide proof of the ability of the individuals so named to legally bind the Contractor/Proposer.

Name	Address	Title
<u>Myat Maung</u>	<u>1061 SW 75th Ave. Plantation, FL</u>	<u>VP/D</u>
<u>Alexander Elliot</u>	<u>80 NE 13th St. Miami, FL</u>	<u>P</u>

If a corporation, in what state incorporated: FL

Date Incorporated: May 12 2010
Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

5. List all firms participating in this project (including sub Contractor/Contractor/Proposers, etc.):

Name	Address	Title
1. <u>same as above - only</u>		
2. _____		
3. _____		
4. _____		

FORM 1
CONTRACTOR/PROPOSER'S STATEMENT OF ORGANIZATION
(CONTINUED)

6. Outline specific areas of responsibility for each firm listed in Question 5.

- 1. N/A
- 2. _____
- 3. _____
- 4. _____

7. Licenses:

a. County or Municipal Occupational License No.

010530-00722230
(Attach Copy)

b. Occupational License Classification:

Auto valet parking

c. Occupational License Expiration Date:

Sept. 30, 2011

d. Social Security or Federal I.D. No:

27-257-0900 FID

e. Please furnish proof of required State of Florida licenses and/or certificates.

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City of Miami

POST THIS DOCUMENT IN A CONSPICUOUS PLACE. NOT TRANSFERRABLE OR VALID AT ANOTHER ADDRESS UNLESS APPROVED BY THE FINANCE DEPARTMENT, CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33130, PHONE (305)416-1918.

**THIS IS NOT A BILL
DO NOT PAY**

EFFECTIVE YEAR OCT. 1, 2010 THRU SEP. 30, 2011

RECEIPT FOR PARKSAFE SYSTEMS

ISSUED OCT 12, 2010 TOTAL FEE PAID **\$49.50**

ACCOUNT NUMBER 010530-00722230
RECEIPT NUMBER 193743-0002
NAME OF BUSINESS PARKSAFE SYSTEMS
LOCATION

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law.

This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein.

The document indicates payment of the business tax receipt only.

2011

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: AUTO: VALET PARKING

DIANA M. GOMEZ
Finance Director



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No Events

No Name History

Detail by Entity Name

Florida Profit Corporation

METRO PARKING CORP.

Filing Information

Document Number P10000041468

FEI/EIN Number NONE

Date Filed 05/12/2010

State FL

Status ACTIVE

Principal Address

17290 N.E. 19TH AVENUE
NORTH MIAMI BEACH FL 33162 US

Mailing Address

17290 N.E. 19TH AVENUE
NORTH MIAMI BEACH FL 33162 US

Registered Agent Name & Address

ALMAN, MARTIN H
17290 N.E. 19TH AVENUE
NORTH MIAMI BEACH FL 33162 US

Officer/Director Detail

Name & Address

Title P

ALEXANDER, ELLIOT
80 N.E. 13TH STREET
MIAMI FL 33132 US

Title VSD

MAUNG, MYAT
1061 S.W. 75TH AVENUE
PLANTATION FL 33317 US

Title TD

NWE, SAO MYA
1061 S.W. 75TH AVENUE
PLANTATION FL 33317 US

Title D

MAUNG, PE THAN
1061 S.W. 75TH AVENUE
PLANTATION FL 33317

Annual Reports

No Annual Reports Filed

Document Images

05/12/2010 -- Domestic Profit

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State

State of Florida

Department of State

I certify from the records of this office that METRO PARKING CORP. is a corporation organized under the laws of the State of Florida, filed on May 12, 2010.

The document number of this corporation is P10000041468.

I further certify that said corporation has paid all fees due this office through December 31, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Sixteenth day of August, 2010*



Laura K. Roberts
Secretary of State

Authentication ID: 200184380342-081610-P10000041468

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

CONTRACT FOR SALE OF ASSETS

THIS AGREEMENT dated below is made and entered into by and between GLOBAL HOLDINGS INTERNATIONAL, INC., a Florida corporation (hereinafter referred to as "Seller") and METRO PARKING CORP., a Florida corporation (hereinafter referred to as "Buyer").

RECITALS

Seller owns and operates surface parking lots and a valet parking business, (hereinafter referred to as the "Business"), with current leased locations at:

1. BRICKELL FLATIRON PB 168-064 T-22195 TR A LOT, size, approximately 23,500 Sq. ft. FAU 01 0207 030 1010 1020 & 1030 01 0208 070 1010 & 1020 (Landlord- Brickel Flatiron, LLC)
2. 1221 NE 1nd Avenue, Miami, Florida 33132, size approximately 60,000 sq. ft. (Landlord- Coconut Grove Park, Inc.)

Prepaid rent and security deposits for expired parking lot lease for property located at 73 NE 14th Street, Miami, FL 33132, size- approximately, 24,000 sq ft. (Landlord- FLNY Development Co. LLC) as well as the rights to pursue a new lease for this property;

(all of the foregoing leased properties and right are hereinafter referred to collectively as the "Subject Properties").

Buyer desires to purchase, and Seller desires to sell substantially all of the assets comprising the Business, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the respective parties under the provisions of this Agreement, the parties hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.01 Subject to the terms and conditions herein and in reliance upon the warranties, representations and obligations specifically set forth herein, Seller agrees to sell and transfer to Buyer, and Buyer agrees that it will purchase from Seller, all of Seller's assets and leases for the properties pertaining to the Business operated at the Subject Properties, except as otherwise specifically provided for in Paragraph 1.02. The assets ("Assets") to be conveyed to Buyer by Seller at closing ("Closing") (as set forth in Paragraph 4 below) include, but are not limited to, the following:

1.01.1 All equipment, fixtures, signage, Valet stands, uniforms, security camera systems, traffic implements, leasehold improvements located at the Subject Property and/or utilized in the operation of the Business including, but not limited to, those assets identified on the attached Exhibit "A" together with the leasehold interests in and to the Subject Property;

1.01.2 All insurance policies for the Subject Properties, to the extent such polices are transferrable;

1.01.3 All telephone/telecommunication numbers of Seller as used by Seller as of the date of this Agreement for the Business, together with the name "ParkSafe Systems" and any intellectual property including, but not limited to Trademarks, tradenames, websites, URLs, service marks, service names and/or copyrights;

1.01.4 All transferable licenses and permits, if any;

1.01.5 All valet service contracts, if assignable. (If said contracts are not assignable, Seller shall make reasonable efforts to renegotiate the contracts in the name of Buyer);

1.01.6 All customer accounts, prepaid rent and security deposits under the leases for the Subject Properties;

1.01.6.1 2005 Ford Escape Hybrid, VIN #1FMCU95H36KB36457.

1.02 The parties acknowledge and agree that Seller is not selling, and Buyer is not purchasing the following assets:

1.02.1 Cash on hand or held in any business account Seller;

1.02.2 Loans receivable; and

1.02.3 Accounts receivable, if any.

1.03 Due Diligence. The Buyer acknowledges and agrees that it or its representatives have extensive knowledge of the operations and financial background of the Business and have had adequate opportunity to conduct all necessary investigations and due diligence prior to entering into this Agreement and waive any conditions to the purchase of the Business and the Assets as contemplated hereunder.

1.04 Employee Wages. The Seller warrants that from the date of this Agreement through Closing, Seller has not or will not give raises to or change any employee's pay package.

2. PURCHASE PRICE. The parties to this Agreement have agreed that the basic purchase price will be a total of One Hundred Fifty Thousand Dollars (\$150,000.00), payable as hereinafter set forth. As an additional consideration for this transaction, at closing Buyer shall grant to Seller's principal, Elliott Alexander, a one percent (1%) ownership interest in Buyer to be evidenced by a share certificate granting to Elliott Alexander ___ shares of stock in Buyer.

3. PAYMENT OF PURCHASE PRICE. The purchase price provided for in Paragraph 2 shall be payable as follows:

3.01 Buyer has already advanced the amount of thirty-four thousand dollars (\$34,000.00) to the Seller.

3.02 At the Closing, the sum of sixteen thousand (\$16,000.00), shall be paid by Buyer to Seller in cash, by cashier's check or by wire transfer of cleared funds.

3.03 At the Closing, the Buyer (Myat Maung) acknowledges a prior loan note made by Myat Maung to Elliott Alexander for One Hundred Thousand Dollars (\$100,000.00) (Exhibit B), which shall be declared as paid in full.

3.04 At the Closing, Buyer shall deliver to Elliott Alexander its share certificate number ___ granting to Elliott Alexander ___ shares of stock in Buyer.

4. CLOSING. This transaction shall close on or before _____, 2010, unless extended by other provisions hereof. The Closing shall be held at the 80 NE 13 Street, Miami, FL 33132, at such time as is mutually agreed.

5. LIABILITIES.

5.01 Assumption of Liabilities. At the Closing, Buyer shall assume the following liabilities of the Business.

5.01.1 Buyer shall assume all future obligations for telephone service for the Business from and after the date of Closing.

5.01.2 Buyer shall assume all future obligations for utility service to the Subject Properties from and after the date of Closing.

5.01.3 Buyer shall assume all future obligations under any leases for the Subject Properties from and after the date of Closing.

5.01.4 Buyer shall assume all future obligations under any insurance policies insuring any or all of the Subject Properties from and after the date of Closing.

5.01.5 Buyer shall assume all future obligations for the payment of wages, salaries and benefits, if any, for all employees of the Business from and after the date of Closing.

5.02 No Assumption of Liabilities. Except as expressly provided for in Paragraph 5.01 above, Buyer shall not be obligated and will not assume any other liabilities of the Seller with respect to the Business. All of the Seller's accounts payable, liens, liabilities of any type and other encumbrances of Seller which are existing on or which arose at or prior to Closing, shall be paid in full at or prior to Closing. The parties specifically acknowledge that Buyer is not assuming and will not be obligated to discharge or be liable for any debts, liabilities, claims or obligations of Seller including, without limitation any:

5.02.1 Liabilities or obligations of Seller with respect to any transactions occurring after the Closing;

5.02.2 Any and all other liabilities, accounts payable or obligations of Seller, whether direct, indirect, contingent or otherwise, including without limitation, salaries, wages or benefits, if any of any employees of the Business.

Except as set forth in Paragraph 5.01, the parties intend that Buyer shall acquire ownership of the Assets being purchased herein free and clear of all claims, liens and encumbrances, and Seller warrants that this shall be accomplished without expense or liability to Buyer. Seller warrants that it will hold Buyer harmless from any and all claims, liabilities and encumbrances incurred by Seller not expressly assumed under the provisions of Section 5.01 and will fully indemnify Buyer for any such liabilities, loss or other damages suffered by Buyer, including all costs and expenses in defending same, including reasonable attorneys' fees, court costs and costs of appear in connection with such liabilities or obligations of Seller.

5.03 Florida Sales Taxes. Seller warrants and represents that all Florida sales taxes due and owing from Seller's operation of the business have been paid. Seller's sales tax identification number is 23-8013721691-1. Seller hereby further warrants and represents that it shall satisfy all federal, state and local taxes and assessments of any kind and nature whatsoever accruing prior to the Closing, and all interest and/or penalties thereon, if any, which may be due to the appropriate taxing authorities, (hereinafter collectively referred to as the "Taxes"), and Sell shall hold harmless, indemnify and defend Buyer from any liability for such taxes including, without limitation, any such liability arising under Florida Statute 212.10.

6. PRORATIONS AND UTILITIES, ETC.

6.01 Utilities. Seller and Buyer shall arrange to notify all utility companies to take final readings as of the date of Closing, and Buyer shall have the obligation to advise such utilities to provide future services in Buyer's name.

6.02 Prorations. All rent and personal property taxes shall be prorated at the Closing. The parties shall prorate all other pro-ratable items.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents, warrants, covenants and agrees with Buyer that the following statements, conditions and facts are true and correct as of the date of this Agreement and shall continue to be true and correct as of the date of Closing:

7.01 Title to Assets and Status. Seller is a Florida corporation and is selling the assets hereunder in winding up its business as now conducted. Seller has no subsidiaries or entity or other ownership interest in any other corporation, firm, association or business enterprise. Seller is the owner of and has good and marketable title to all of the assets utilized in the operations of the Business, free and clear of any liens, encumbrances or claims whatsoever, except as expressly noted in Section 5.01.

7.02 Compliance with Agreements and Instruments. The execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby do not conflict with or violate its Articles of Incorporation or Bylaws, or any contract or agreement to which Seller is a party, or by which it may be bound, except as herein provided where various consents may be required, and is not contrary to any order of any court to which Seller is subject.

7.03 Litigation. To the best of Seller's knowledge, there are no judgments, liens, actions or proceedings pending or threatened by or against Seller in any court or by any governmental agency.

7.04 Bill of Sale. The Bill of Sale and instruments of assignment to be delivered at the Closing will transfer all of the Assets, free of all encumbrances and liabilities, and will contain the usual warranties and affidavit of title (except as provided for in Section 5.01 above).

7.05 Conduct of Business. The Business will be conducted up to the date of the Closing in accordance with all laws, rules, regulations and ordinances of all city, state and federal governments. Seller up to the date of the Closing, will operate and maintain the Business in the regular course, will not violate the terms of the Leases for the Subject Properties or of any other contract connected with the Business, and will not remove or transfer any of its assets except in the normal course of business.

7.06. No Default. Seller is not in default in any respect under any of the contracts, agreements, leases, documents or other commitments to which it is a party or is otherwise bound.

7.07 Disclosure. No representation or warranty by Seller in this Agreement or in any writing attached hereto contains or will contain any untrue statement of material fact, or omits to state any material fact (of which Seller has knowledge or notice of required to make the statements herein or therein contained not misleading).

7.08 Material Facts. Seller has no knowledge of any materially adverse matter or thing relative to the condition, financial or otherwise, of the Business or the Subject Properties not disclosed in this Agreement.

7.09 Obligations to Seller. At the closing, Buyer will owe no obligations, liabilities or any amounts to Seller other than those expressly set forth in this Agreement.

7.10 Corporate Actions. The Board of Directors and Stockholders of Seller have approved this Agreement and the performance thereof, and have authorized the execution and delivery hereof. On or prior to the Closing, Seller shall provide Buyer with copies of the resolutions by its Stockholders and Directors, authorizing this Agreement and the transactions contemplated herein.

8. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE. This Agreement is contingent upon the existence or satisfaction of various conditions, as hereinafter set forth. If all of the conditions do not exist or have not been satisfied by the date of Closing (or as otherwise set forth with respect to any specific condition), Buyer will have the right to either: (i) terminate this Agreement by written notice to Seller, in which event all monies paid by Buyer shall be returned to Buyer and thereafter the parties shall be relieved of all further obligations and liabilities hereunder; (ii) grant an additional period of time to Seller in which to satisfy such conditions; or (iii) Buyer may waive any condition and proceed to close the transaction subject to same. The parties shall cooperate with each other with respect to the satisfaction of any conditions; and the party responsible for the satisfaction of any condition shall proceed with due diligence and use such party's best efforts to satisfy such conditions. The conditions upon which this Agreement is contingent are as follows:

8.01 Consent to Assignment of Leases. The landlords under the existing Lease with Seller for the Subject Property shall have approved and provided its written consent to the assignment of the Lease from the Seller to Buyer.

8.02 Obligations of Seller. All of the obligations of Seller and the documents required to be obtained and/or furnished by Seller shall have been

performed, obtained and furnished within the time period required pursuant to the terms of this Agreement, and time is of the essence with respect to such obligations.

8.03 Compliance with Agreement. All of the terms and conditions of this Agreement to be complied with and performed by any party on or before the Closing Date, including the delivery to Buyer or Seller of all schedules, documents and instruments required to be delivered, shall have been complied with and performed.

8.04 Representations and Warranties. All representations and warranties of Seller and Buyer shall be deemed to have been made again on the Closing Date and shall then be true and correct.

9. CONDITIONS TO SELLER'S OBLIGATION TO CLOSE. This Agreement is contingent upon the existence or satisfaction of various conditions to be performed by Buyer or its principals, as hereinafter set forth. If all of the conditions do not exist or have not been satisfied by the date of Closing (or as otherwise set forth with respect to any specific condition), Seller will have the right to either: (i) terminate this Agreement by written notice to Buyer, in which event all monies paid by Buyer shall be delivered to Seller and thereafter the parties shall be relieved of all further obligations and liabilities hereunder; (ii) grant an additional period of time to Buyer in which to satisfy such conditions; or (iii) Seller may waive any condition and proceed to close the transaction subject to same. The parties shall cooperate with each other with respect to the satisfaction of any conditions; and the party responsible for the satisfaction of any condition shall proceed with due diligence and use such party's best efforts to satisfy such conditions. The conditions upon which Seller's obligations under this Agreement is contingent are as follows:

9.01 Resignation of Mario Maung. At Closing, Mario Maung, principal of Buyer, shall tender his resignation as a salaried employee of Global Exports U.S.A., Inc., but shall remain employed as a commissioned salesman with health insurance privileges.

9.02 Employment of Darwin Espinosa. At Closing, Darwin Espinosa shall be hired by Buyer as its Parking Manager;

9.03 Employment of Current Employees of Seller. At Closing, Buyer shall hire all active employees of Seller, including all valets and staff, at their current rates of compensation.

10. DOCUMENTS TO BE DELIVERED BY SELLER. At the Closing, Seller shall deliver the following documents to Buyer:

10.01 A Bill of Sale, dated as of the Closing, covering all of the personal and tangible property to be transferred hereunder, transferring all right, title and interest in such personal and tangible property to Buyer, and containing the usual warranties and affidavit of title.

10.02 Assignments, dated as of the Closing of Seller's Operating Licenses, if assignable.

10.03 Assignments for all telephone/telecommunication numbers used by Seller in the Business and the name of the Business.

10.04 List of Assets (Exhibit A).

10.05 Lease Agreements for the Subject Properties and Assignments.

10.06 All other documents and instruments expressly or impliedly required by the terms of this Agreement.

Simultaneously with the delivery of such documents provided for above, Seller will take all such steps as may be requisite to put Buyer in actual possession, operation and control of the Subject Properties, Assets and business to be transferred hereunder.

Subsequent to the date of Closing, and at the request of Buyer, Seller will execute and deliver to Buyer such other instruments of conveyance and transfer and take such other action as Buyer may reasonably require to more effectively convey, transfer of assets to be conveyed, transferred and delivered to Buyer hereunder.

11. INDEMNIFICATION.

11.01 Seller shall, and hereby agrees to indemnify and hold Buyer harmless at all times from and after the Closing Date against and in respect to any damages, as hereinafter defined. Damages, as used herein, shall include any claims, actions, demands, losses, costs, expenses, liabilities (joint or several), penalties and damages, including counsel fees incurred in investigating or in attempting to avoid the same or oppose the imposition thereof, resulting to Buyer from:

11.01. Any inaccurate representation made by Seller as specified in this Agreement;

11.01.2 Breach of any of the warranties made by Seller as specified in this Agreement;

11.01.3 Breach or default in the performance by Seller of any of the covenants or agreements to be performed by it as specified in this Agreement; and

11.01.4 Except as provided for in this Agreement with respect to payment of the Purchase Price, any debts, claims, liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, due or to become due against the Business being transferred pursuant hereto, including the claim made by Patrick Danforth (to the extent such claim is not covered by applicable insurance benefits).

Buyer shall give notice to Seller of the assertion of any claim, the arising of any matter, or the happening of any event to which this covenant of indemnification is applicable. Seller shall have, at its election, the right to satisfy, compromise or defend any such matter through counsel of their own choosing within ten (10) days after having received such notice. Such notice and opportunity to satisfy, compromise or defend shall be a condition precedent to any liability of Seller under this indemnification provision. In the event Seller does not undertake to satisfy, compromise, defend or remedy such asserted liability or default, and hold Buyer harmless from any damages with respect thereto, then Buyer shall have the right, in addition to any actions permitted by law, to set off from the next payment or payments falling due under the Note in an amount equal to the costs and expenses paid by Buyer as a result of such breach. Any amount so withheld shall be finally adjusted between Buyer and Seller upon final resolution in the matter given rise to the setoff.

12. **BROKER/FINDER.** Each party represent to the other that there are no real estate brokers who are or were instrumental in the negotiation and/or consummation of this transaction. The parties agree that they will hold the other harmless and indemnify the other from and against any and all costs or liabilities, including reasonable attorneys' fees, for brokerage or professional including service fees claimed by any broker employed or claiming to have been employed by the offending party. This paragraph shall survive the closing.

13. **EXPENSES.** Each party hereto will pay the expenses incurred by it in connection with the preparation of and entering into this Agreement, including counsel fees and expenses of their representatives, whether or not the transactions contemplated by this Agreement are consummated.

14. **SURVIVAL OF REPRESENTATIONS.** All representations, warranties, indemnifications and agreements of the parties contained in this Agreement shall not be discharged or dissolved upon, but shall survive, the Closing, and shall be unaffected by any investigation made by any party at any time.

15. NOTICES. All notices given under any of the provisions of this Agreement, shall be deemed to have been duly given if mailed by registered or certified mail, return receipt requested, as follows:

If to Seller: Global Holdings International, Inc.,
80 NE 13th Street
Miami, FL 33131

Copy to: Timothy M. Hartley, Esq.
800 SE 3rd Ave., 4th Floor
Fort Lauderdale, FL 33316
Phone: (954) 357-9973

If to Buyer: _____

Phone: (305) _____

Copy to: _____

Phone: (305) _____

or to such other addresses the parties have been notified of in writing. Notice may also be sent by facsimile provided a copy is also sent via U.S. Mail. The attorneys for the parties are hereby authorized to give and receive any notice hereunder on behalf of their respective clients.

16. DEFAULT.

16.01 Buyer's Default. In the event of any default by Buyer, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller and, therefore, the parties agree that in the event there is such a default, the deposit shall be paid to and accepted by Seller as liquidated damages and as Seller's sole and exclusive remedy, and each of the parties shall thereafter be released of any further liability or responsibility hereunder.

16.02 Seller's Default. The parties agree that in the event Seller shall default or not satisfy the conditions of Closing under the terms of this Agreement, then, at Buyer's option, the Deposit plus One Thousand Dollars (\$1,000.00) for Buyer's expenses related to this transaction, shall be paid to and accepted by Buyer as liquidated damages and as Buyer's sole and exclusive remedy and each of the parties shall thereafter be released of any further liability or responsibility hereunder, or Buyer may seek specific performance.

17. **ENTIRE AGREEMENT.** This Agreement, together with its exhibits attached hereto and to be attached hereto, constitutes the entire Agreement between the parties. None of the terms, conditions or provisions contained in this Agreement may be changed, modified or deleted, except by an instrument executed by the parties.

18. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives. The parties acknowledge that Buyer is in the process of incorporating a Florida corporation and will assign all of his rights and delegate all of his obligations hereunder to such entity. Accordingly, subsequent to such assignment and delegation, Seller agrees that in the event of a default hereunder, Seller shall look solely to such corporation and shall not proceed against Buyer individually in any manner for the payment or performance of any obligations hereunder.

19. **BUSINESS DAY.** Whenever an event is to take place or action is to be taken within a certain number of days pursuant to this Agreement, and a day that such event is to occur or action is to be taken is a non-business day, the event shall occur or action shall be taken on the next business day. For purposes of this Section, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day which is a statutory holiday under the laws of the State of Florida.

20. **DATE OF AGREEMENT.** The date of this Agreement shall be the date this Agreement is executed by the party last executing same.

21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any legal proceedings brought by either party in connection with or arising out of this Agreement shall be brought in Miami-Dade County, Florida.

22. **ATTORNEYS' FEES.** In the event either party shall be forced to enforce this Agreement, whether or not through litigation, the prevailing party shall be entitled to receive reasonable attorneys' fees and all costs incurred in connection with such enforcement, including fees and costs of appeal.

23. **FURTHER COOPERATION.** From and after the date of this Agreement, each of the parties hereto agrees to execute whatever additional documentation or instruments as are necessary to carry out the intent and purposes of this Agreement.

24. **WAIVER.** No indulgences expended by any party hereto or any other party shall be construed as a waiver of any breach on the part of such other party, or shall any waiver of one breach be construed as a waiver of any rights or remedies with respect to any subsequent breach.

25. **GENDER.** Wherever the context shall require, all words herein in any gender shall be deemed to include either the masculine, feminine or neuter gender. All singular words shall include the plural, and all plural shall include the singular.

26. **ESCROW PROVISIONS.** The Escrow Agent shall hold the amounts deposited by the Buyer and shall deliver such amounts to the Seller at the Closing of this transaction, unless otherwise provided for in this Agreement. The Escrow Agent shall not be responsible for the genuineness of any certificate, notice, signature or other document and may rely conclusively upon and shall be protected in acting upon any notice, affidavit, request, consent or other instrument for communications believed by it in good faith to be properly made. The Escrow Agent shall not be responsible or liable for any act or omission on its part in the performance of its duty as Escrow Agent under this Agreement except if such act or omission constitutes bad faith, gross negligence or fraud. In the event the Buyer shall terminate this Agreement as permitted herein, or the conditions precedent to a Closing of this transaction shall not have been satisfied, the Escrow Agent shall return to the Buyer all amounts deposited with the Escrow Agent. In the event of any dispute between the parties hereto, the Escrow Agent shall be entitled to deposit the amounts held in escrow with any competent court serving Broward County, Florida, and upon such deposit, shall be relieved of all obligations and liabilities hereunder. The Escrow Agent shall be entitled to be reimbursed for reasonable attorneys' fees and court costs incurred in connection with the filing of any interpleader action pursuant to the provisions of this Agreement.

27. **CONFIDENTIAL INFORMATION.**

All information supplied by Seller or to Buyer to for or in connection with this Agreement shall be held confidential by Buyer and shall not, without the prior express written consent of Seller, be used for any purpose other than performance of the Agreement. All information supplied by Buyer to Seller for or in connection with this Agreement shall be held confidential by Seller and shall not, without the prior express written consent of Buyer, be used for any purpose other than performance of the Agreement.

IN WITNESS WHEREOF, Buyer and Seller have duly executed this Agreement on this _____ day of July, 2010, the "Effective Date".

BUYER:

METRO PARKING CORP.,
a Florida corporation

BY: _____

Its:

SELLER:

GLOBAL HOLDINGS INTERNATIONAL, INC.,
a Florida corporation

BY: _____
Its:

Mario Maung as to his obligations
under paragraph 9.01

EXHIBIT "A"

LIST OF ASSETS

All Equipment and leasehold improvements.

1. Installed security cameras, functioning and non-functioning.
2. Video Server box for 8 cameras.
3. Wireless point of sale machine.
4. 4 steel valet podiums and accessories
5. 3 wooden valet podiums.
6. 9 communications radios, & 1 broken radio.
7. Valet uniforms and clothing accessories.
8. Traffic implements, cones, signs.
9. 12 or more A-type frames for signage
10. Associated signage for prices and valet.
11. Crowd control barricades.
12. 2005 Ford Escape Hybrid.
13. Locks, security chains and keys.
14. Two wooden storage sheds
15. Garbage cans located on existing lots.
16. 200+ concrete parking stops located on lots.
17. All installed lighting and cabling located on lots.

Lease Deposits:

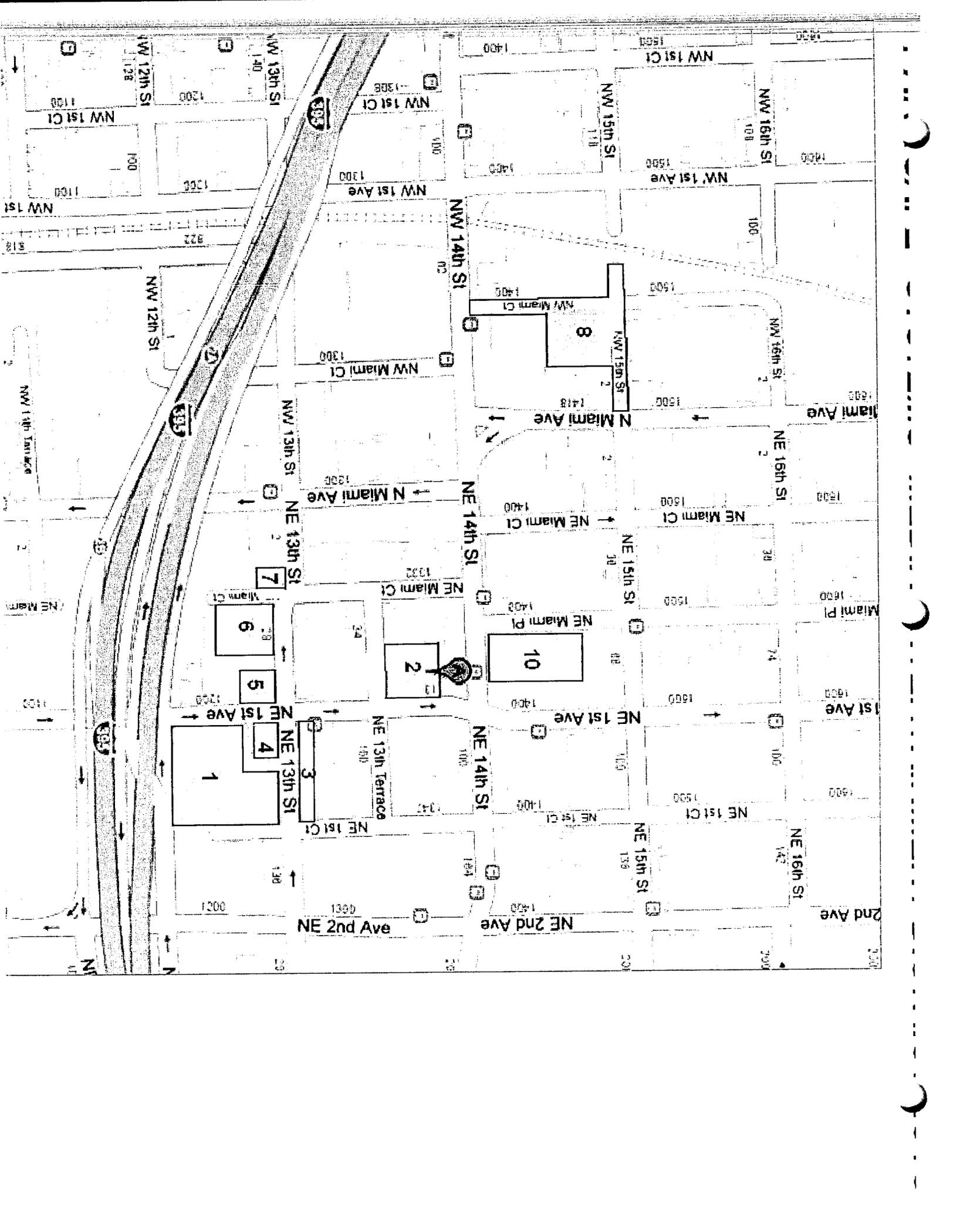
1. FLNY Development Co. \$6,210.00 last month rent and security deposit.
2. Coconut Grove Park, Inc. \$7,500.00 security deposit.
3. Brickell Flatiron, LLC, Inc. \$11,000.00 security deposit and last month rent.

Chapter 3 - Experience

ParkSafe has operated a wide variety of parking and valet parking needs. Past clients include parking facilities, special events, restaurants, hotels, and entertainment venues.

Currently ParkSafe operates over 10 parking facilities in the Miami Downtown area and services various establishments in the greater Miami Area. We are hereby including:

- 1 – Map of parking facilities managed in Downtown Miami
- 2 - Several current permits for upscale entertainment and event hosting venues
- 3 –Several contracts with establishments
- 4 – A list of references with contact information
- 5 – Form 2 Included



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Arthur Noriega, V.
Chief Executive Officer

190 N.E. 3rd Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

January 27, 2010

Mr. Elliot Alexander
Global Holding International, Inc
80 NE 13 T.
Miami, FL 33132

**RE: VALET PARKING PERMIT FOR VAGABOND LOCATED AT 80 NE 13 STREET
MIAMI, FL**

Please be informed that your application for a valet parking permit at the above referenced address has been approved. **The permit is valid 6 months subject to biannual renewal (JUNE 30, 2010)** unless otherwise superseded or revoked. The location of the valet parking service area is restricted to area defined in your application. All of the provisions of the City of Miami Code, Article VIII, Motor Vehicles and Traffic/Valet Parking Section 35-301 through 35-312, shall be complied with for the entire permit period.

If you have any questions regarding this permit, please call Lucy Garcia at (305) 373-6789 ext. 245.

Sincerely,

Arthur Noriega
Executive Director

Cc: Luis Choter Jr., Director of On-Street Operations
Lucy Garcia, Customer Service Manager
Humberto Escandon, Manager Enforcement
Gilda Ferrer, Supervisor Enforcement Dept.
Fred Bredemeyer, Deputy Executive Director for Operations



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forests and other controlled sources
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Arthur Noriega, V.
Chief Executive Officer

190 N.E. 3rd Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

January 27, 2010

Mr. Elliot Alexander
Global Holding International, Inc
80 NE 13 T.
Miami, FL 33132

**RE: VALET PARKING PERMIT FOR KARU & Y LOCATED AT 80 NE 13 STREET
MIAMI, FL**

Please be informed that your application for a valet parking permit at the above referenced address has been approved. **The permit is valid 6 months subject to biannual renewal (JUNE 30, 2010)** unless otherwise superseded or revoked. The location of the valet parking service area is restricted to area defined in your application. All of the provisions of the City of Miami Code, Article VIII, Motor Vehicles and Traffic/Valet Parking Section 35-301 through 35-312, shall be complied with for the entire permit period.

If you have any questions regarding this permit, please call Lucy Garcia at (305) 373-6789 ext. 245.

Sincerely,

Arthur Noriega
Executive Director

Cc: Luis Choter Jr., Director of On-Street Operations
Lucy Garcia, Customer Service Manager
Humberto Escandon, Manager Enforcement
Gilda Ferrer, Supervisor Enforcement Dept.
Fred Bredemeyer, Deputy Executive Director for Operations



Arthur Noriega, V.
Chief Executive Officer

190 N.E. 3rd Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

January 27, 2010

Mr. Elliot Alexander
Global Holding International, Inc
80 NE 13 T.
Miami, FL 33132

**RE: VALET PARKING PERMIT FOR BIG-TIME LOCATED AT 71 NW 14 STREET
MIAMI, FL**

Please be informed that your application for a valet parking permit at the above referenced address has been approved. **The permit is valid 6 months subject to biannual renewal (JUNE 30, 2010)** unless otherwise superseded or revoked. The location of the valet parking service area is restricted to area defined in your application. All of the provisions of the City of Miami Code, Article VIII, Motor Vehicles and Traffic/Valet Parking Section 35-301 through 35-312, shall be complied with for the entire permit period.

If you have any questions regarding this permit, please call Lucy Garcia at (305) 373-6789 ext. 245.

Sincerely,

Arthur Noriega
Executive Director

Cc: Luis Choter Jr., Director of On-Street Operations
Lucy Garcia, Customer Service Manager
Humberto Escandon, Manager Enforcement
Gilda Ferrer, Supervisor Enforcement Dept.
Fred Bredemeyer, Deputy Executive Director for Operations





Arthur Noriega, V.
Chief Executive Officer

190 N.E. 3rd Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

December 31, 2008

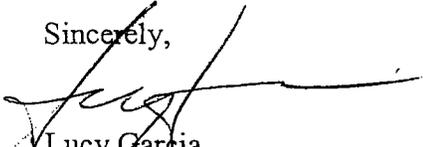
Mr. Rodman Armas
Global Holdings International
80 NE 13th Street
Miami, FL 33132

RE: TEMPORARY VALET PERMIT FOR 90 DEGREES AT 90 NE 11TH STREET., MIAM, FL.

This letter is in response to your application for valet permit at the above address. **A conditional temporary valet permit is hereby approved.** The permit is valid for thirty (30) calendar day to **January 30, 2009** unless otherwise superseded or revoked. The location of the valet parking service area is restricted to the entrance area of the off-street parking facility that you will use for vehicle storage. All of the provisions of the City of Miami Code, Article VIII, Motor Vehicles and Traffic/Valet Parking Section 35-301 through 35-312, shall be complied with for the entire temporary permit period.

If you have any questions regarding this temporary permit, please call Lucy Garcia (305) 373-6789 ext. 245.

Sincerely,


Lucy Garcia,
Customer Service Manager

Cc: Art Noriega, Executive Director
Luis Choter Jr., Director of On-Street Operations
Humberto Escandon, Manager Enforcement
Gilda Ferrer, Supervisor Enforcement
Mario Beovides, Supervisor Enforcement



Arthur Noriega, V.
Chief Executive Officer

190 N.E. 3rd Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

January 27, 2010

Mr. Elliot Alexander
Global Holding International, Inc
80 NE 13 T.
Miami, FL 33132

**RE: VALET PARKING PERMIT FOR DEMOCRATIC REPUBLIC OF BEER
LOCATED AT 80 NE 13 STREET MIAMI, FL**

Please be informed that your application for a valet parking permit at the above referenced address has been approved. **The permit is valid 6 months subject to biannual renewal (JUNE 30, 2010)** unless otherwise superseded or revoked. The location of the valet parking service area is restricted to area defined in your application. All of the provisions of the City of Miami Code, Article VIII, Motor Vehicles and Traffic/Valet Parking Section 35-301 through 35-312, shall be complied with for the entire permit period.

If you have any questions regarding this permit, please call Lucy Garcia at (305) 373-6789 ext. 245.

Sincerely,

Arthur Noriega
Executive Director

Cc: Luis Choter Jr., Director of On-Street Operations
Lucy Garcia, Customer Service Manager
Humberto Escandon, Manager Enforcement
Gilda Ferrer, Supervisor Enforcement Dept.
Fred Bredemeyer, Deputy Executive Director for Operations



Arthur Noriega, V.
Chief Executive Officer

190 N.E. 3rd Street
Miami, Florida 33132

Phone (305) 373-6789
Fax (305) 371-9451

www.miamiparking.com

March 9, 2009

Mr. Rodman Armas
ParkSafe Systems
80 NE. 13 Street
Miami, Fl 33132

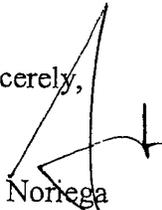
**RE: VALET PARKING PERMIT FOR WHITE ROOM LOCATED AT 1306 N
MIAMI AVE, MIAMI, FL**

Please be informed that your application for a **valet parking permit at the above referenced address had been approved. The permit is valid for 6 months subject to biannual renewal (July 1, 2009)** unless otherwise superseded or revoked. The location of the valet parking service area is restricted to area defined in your application.

All of the provisions of the City of Miami Code, Article VIII, Motor Vehicles and Traffic/Valet parking Section 35-301 through 35-312, shall be complied with for the entire permit period.

If you have any questions regarding this valet parking permit, please call Lucy Garcia at (305) 373-6789 ext. 245.

Sincerely,


Art Noriega
Executive Director

Cc: Luis Choter Jr., Director of On-Street Operations
Lucy Garcia, Customer Service Manager
Eddie Padilla, NET Administrator
Humberto Escandon, Manager Enforcement
Lt. D. Dominguez, Police Dept.
Gilda Ferrer, Supervisor Enforcement

Valet Parking Service Agreement

This AGREEMENT, made this 6th day of November, 2008, by and between GLOBAL HOLDINGS INTERNATIONAL, INC (PARK SAFE) and the 90 DEGREES nightclub (90).

WITNESSETH That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties (PARK SAFE and 90) hereto, respectively as herein stated, the said party, 90 does hereby covenant and agree that it shall:

- I. Allow PARK SAFE to exclusively manage and operate the valet parking service and employee parking for 90, located at 90 NE 11th Street, Miami, FL 33132 (on the NE 1st Avenue side of the building), at Park Safe's discretion. All parking revenues will be collected by PARK SAFE employees, managers or agents for the benefit of PARK SAFE. All valet parking services & parking activities will be directed and managed by PARK SAFE, upon approval by _____.
- II. The parking lot where vehicles will be valeted at, is 1221 NE 1st Avenue, Miami, FL 33132. Additionally, 90 agrees to obtain and maintain parking rights from the City of Miami and reserve the street parking located in front of 90 for the valet parking service.
- III. Provide PARK SAFE with a room or location within the entrance of 90 for PARK SAFE to operate a cashier and store the keys (which will remain the sole responsibility of PARK SAFE), to the vehicles which will be valet parked.
- IV. Inform PARK SAFE of any changes to its hours of operation or any special events not advertised to the general public, so that PARK SAFE may operate the valet service during such operations or events.
- V. 90 will have audit authority over all parking logs, ticket manifests or operations books relevant to the valet parking service of the 90 location, in order to determine the correctness of all parking fees to be paid by PARK SAFE.
- VI. Reserves the right to have PARK SAFE contract off duty police officers from the City of Miami, to work outside 90 during established business hours. These officers will be assigned as security detail for the benefit of 90. 90 is required to provide payment in advance to PARK SAFE, so that PARK SAFE has the funds available to pay for all such security employment. 90 will inform PARK SAFE at least 5 days prior, with a schedule specifying the hours and the number of officers solicited for each night's security detail.

And the said party PARK SAFE covenants and agrees that it shall:

- VII. Provide valet parking services for 90.
- VIII. PARK SAFE agrees to name 90 as a Certificate Holder on the Liability Insurance policy used to cover all valet parking service activities for 90. The liability insurance policy shall be in the amount of at least \$2,000,000. PARK SAFE agrees to be responsible for any deductibles on any claims, or may choose at its option to settle any customer claims on its own account.
- IX. PARK SAFE will also attempt its best effort to obtain a proper City of Miami, Certificate of Use for the parking lots to be utilized for parking the valet cars, but is not under any contractual obligation to 90 to obtain such certificate.
- X. PARK SAFE will pay 90 a fee of \$5.00 for each vehicle that utilizes the valet parking service. This fee shall be paid monthly within seven days of the close of each calendar month. PARK SAFE will provide 90 with parking management of the employee parking, should 90 desire such service. The price charged to employees and the fee paid to 90 by PARK SAFE should be determined in an ADDENDUM to this AGREEMENT.
- XI. PARK SAFE will be responsible for paying all applicable state of Florida and City of Miami parking tax and sales tax.

(2nd page of the Valet Parking Service Agreement between PARK SAFE and 90).

- XII. Details of the valet parking services: PARK SAFE will operate the services with properly trained and uniformed personnel. All drivers will have valid FL driver's licenses and social security number. Drivers

will be required to pass an employment background check, complete a valet parking service orientation program, and pass an initial employment drug test. A trained manager will oversee the valet parking operation during business hours. For security purposes, all vehicle keys will be maintained in a valet lockbox, operated by the PARK SAFE cashier and will be located, near the entrance of 90. Customers will be required to turn in their corresponding ticket stub, in order to request retrieval of their vehicle. If employees of PARK SAFE have any doubt over the ownership of the valet ticket stub holder, or if the ticket stub is lost, the vehicle owner will be required to prove ownership of the vehicle prior to delivery of said vehicle. In the case of rental cars and lost or missing ticket stubs, the contract holder of the vehicle will be required to provide a copy of the valid contract for identification purposes.

XIII. PARK SAFE agrees to provide efficient valet service to 90 customers. A targeted maximum time of Ten minutes for a car delivery is expected, but further delays may be anticipated as a result of inclement weather, traffic, excessive customer volume or other unanticipated delays.

XIV. PARK SAFE agrees to coordinate and manage the security detail for the outside area of 90, if so desired by 90. The security detail will be contracted out to the City of Miami Police Department, who will provide off duty police officers for this purpose. PARK SAFE will pay the City of Miami and/or the police officers directly and 90 will pre-pay PARK SAFE for the entire cost of these expenses.

REFUSE
M-AN
R

This agreement shall continue on a monthly basis indefinitely and may be cancelled by either party with 30 days notice.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of Florida. This is the entire agreement.

Notary Public

Elliott A. Alexander
Global Holdings International, Inc. (PARK SAFE)
Elliott Alexander, President and Owner

Notary Public

Paul Capals
90 Degree (90)

Paul Capals, President and CEO

Addendum to Valet Parking Service Agreement

1. PARK SAFE agrees to valet 90 employee vehicles for a _____ flat rate per car. 90 will not be entitled to receive any parking charge fee for these vehicles. Promoters, guests, visitors or

Valet Parking Service Agreement

This AGREEMENT, made this 17 day of October, 2008, by and between GLOBAL HOLDINGS INTERNATIONAL, INC (PARKSAFE) and the White Room nightclub (WR).

WITNESSETH That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties (PARKSAFE and WR) hereto, respectively as herein stated, the said party, WR does hereby covenant and agree that it shall:

- I. Allow PARKSAFE to exclusively manage and operate the valet parking service and employee parking for WR, located at 1302 Miami Avenue, Miami, FL 33132. All parking revenues will be collected by PARKSAFE employees, managers or agents for the benefit of PARKSAFE. All valet parking services & parking activities will be directed and managed by PARKSAFE, upon approval by RENE RIGAU (805) 726-4743
- II. PARKSAFE agrees to obtain and maintain parking rights from the City of Miami and reserve the street parking located in front of WR for the valet parking service.
- III. Provide PARKSAFE with a room or location within the entrance of WR for PARKSAFE to operate a cashier's booth and store the keys (which will remain the sole responsibility of PARKSAFE), to the vehicles which will be valet parked.
- IV. Inform PARKSAFE of any changes to its hours of operation or any special events not advertised to the general public, so that PARKSAFE may operate the valet service during such operations or events.
- V. WR will have audit authority over all parking logs, ticket manifests or operations books relevant to the valet parking service of the WR location, in order to determine the correctness of all permit fees to be paid by PARKSAFE to The Miami Parking Authority and The City of Miami.

And the said party PARKSAFE covenants and agrees that it shall:

- VI. Provide valet parking services for WR.
- VII. PARKSAFE agrees to name WR as a Certificate Holder on the Liability Insurance policy used to cover all valet parking service activities for WR. The liability insurance policy shall be in the amount of at least \$2,000,000. PARKSAFE agrees to be responsible for any deductibles on any claims, or may choose at its option to settle any customer claims on its own account.
- VIII. PARKSAFE will also attempt its best effort to obtain a proper City of Miami, Certificate of Use for the parking lot(s) to be utilized for valet parking, but is not under any contractual obligation to WR to obtain such certificate.
- IX. PARKSAFE will provide WR with parking management of the employee self parking for \$5 per car, should WR desire such service.
- X. PARKSAFE will be responsible for paying all applicable state of Florida and City of Miami parking tax and sales tax.
- XI. Details of the valet parking services: PARKSAFE will operate the services with properly trained and uniformed personnel. All drivers will have valid FL driver's licenses and social security number. Drivers will be required to pass an employment background check, complete a valet parking service orientation program, and pass an initial employment drug test. A trained manager will oversee the valet parking operation during business hours. For security purposes, all vehicle keys will be maintained in a valet lockbox, operated by the PARKSAFE cashier and will be located, near the entrance of WR. Customers will be required to turn in their corresponding ticket stub, in order to request retrieval of their vehicle. If employees of PARKSAFE have any doubt over the ownership of the valet ticket stub holder, or if the ticket stub is lost, the vehicle owner will be required to prove ownership of the vehicle prior to delivery of said vehicle. In the case of rental cars and lost or missing ticket stubs, the contract holder of the vehicle will be required to provide a copy of the valid contract for identification purposes.
- XII. PARKSAFE agrees to provide efficient valet service to WR customers. A targeted maximum time of eight minutes for a car delivery is expected, but further delays may be anticipated as a result of increment weather, traffic, excessive customer volume or other unanticipated delays.

This agreement shall continue on a monthly basis indefinitely and may be cancelled by either party with 30 days notice.

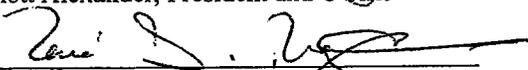
This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of Florida. This is the entire agreement.

Notary Public



Global Holdings International, Inc. (PARKSAFE)
Elliott Alexander, President and Owner

Notary Public



Authorized Representative for The White Room
Print Name: RENE RIETU

Valet Parking Service Agreement

This AGREEMENT, made this 17 day of October 2008, by and between GLOBAL HOLDINGS INTERNATIONAL, INC (PARKSAFE) and the Vagabond Miami nightclub (VG).

WITNESSETH That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties (PARKSAFE and VG) hereto, respectively as herein stated, the said party, VG does hereby covenant and agree that it shall:

- I. Allow PARKSAFE to exclusively manage and operate the valet parking service and employee parking for VG, located at 30 NE 14th Street, Miami, FL 33132. All parking revenues will be collected by PARKSAFE employees, managers or agents for the benefit of PARKSAFE. All valet parking services & parking activities will be directed and managed by PARKSAFE, upon approval by Travis Carey. 305/379-0508
- II. PARKSAFE agrees to obtain and maintain parking rights from the City of Miami and reserve the street parking located in front of VG for the valet parking service.
- III. Provide PARKSAFE with a room or location within the entrance of VG for PARKSAFE to operate a cashier's booth and store the keys (which will remain the sole responsibility of PARKSAFE), to the vehicles which will be valet parked.
- IV. Inform PARKSAFE of any changes to its hours of operation or any special events not advertised to the general public, so that PARKSAFE may operate the valet service during such operations or events.
- V. VG will have audit authority over all parking logs, ticket manifests or operations books relevant to the valet parking service of the VG location, in order to determine the correctness of all permit fees to be paid by PARKSAFE to The Miami Parking Authority and The City of Miami.

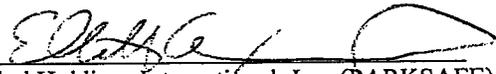
And the said party PARKSAFE covenants and agrees that it shall:

- VI. Provide valet parking services for VG.
- VII. PARKSAFE agrees to name VG as a Certificate Holder on the Liability Insurance policy used to cover all valet parking service activities for VG. The liability insurance policy shall be in the amount of at least \$2,000,000. PARKSAFE agrees to be responsible for any deductibles on any claims, or may choose at its option to settle any customer claims on its own account.
- VIII. PARKSAFE will also attempt its best effort to obtain a proper City of Miami, Certificate of Use for the parking lot(s) to be utilized for valet parking, but is not under any contractual obligation to VG to obtain such certificate.
- IX. PARKSAFE will provide VG with parking management of the employee self parking for ~~\$5~~ \$3 per car, should VG desire such service.
- X. PARKSAFE will be responsible for paying all applicable state of Florida and City of Miami parking tax and sales tax.
- XI. Details of the valet parking services: PARKSAFE will operate the services with properly trained and uniformed personnel. All drivers will have valid FL driver's licenses and social security number. Drivers will be required to pass an employment background check, complete a valet parking service orientation program, and pass an initial employment drug test. A trained manager will oversee the valet parking operation during business hours. For security purposes, all vehicle keys will be maintained in a valet lockbox, operated by the PARKSAFE cashier and will be located, near the entrance of VG. Customers will be required to turn in their corresponding ticket stub, in order to request retrieval of their vehicle. If employees of PARKSAFE have any doubt over the ownership of the valet ticket stub holder, or if the ticket stub is lost, the vehicle owner will be required to prove ownership of the vehicle prior to delivery of said vehicle. In the case of rental cars and lost or missing ticket stubs, the contract holder of the vehicle will be required to provide a copy of the valid contract for identification purposes.
- XII. PARKSAFE agrees to provide efficient valet service to VG customers. A targeted maximum time of eight minutes for a car delivery is expected, but further delays may be anticipated as a result of increment weather, traffic, excessive customer volume or other unanticipated delays.

~~This agreement shall continue on a monthly basis indemnify and may be canceled by either party with 30 days notice.~~

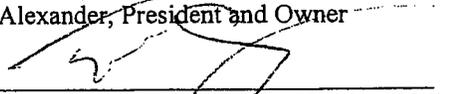
This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of Florida. This is the entire agreement.

Notary Public



Global Holdings International, Inc. (PARKSAFE)
Elliott Alexander, President and Owner

Notary Public



Authorized Representative for the Vagabond Miami
Print Name: Travis Carey

Valet Parking Service Agreement

This AGREEMENT, made this 15 day of SEPTEMBER 2008, by and between GLOBAL HOLDINGS INTERNATIONAL, INC (PARK SAFE) and the KARU & Y MIAMI restaurant and nightclub (KARU).

WITNESSETH That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties (PARK SAFE and KARU) hereto, respectively as herein stated, the said party, KARU does hereby covenant and agree that it shall:

- I. Allow PARK SAFE to exclusively manage and operate the valet parking service and employee parking for KARU, located at 71 NW 14TH Street, Miami, FL 33136. All parking revenues will be collected by PARK SAFE employees, managers or agents for the benefit of PARK SAFE. All valet parking services & parking activities will be directed and managed by PARK SAFE, upon approval by Mr. Clive Seecomar.
- II. Provide PARK SAFE with fenced and lighted parking lots for the parking of the customers and the employees of KARU. The parking lots will be located at 1501-02 NW First Ave., Miami, FL and 73 NE 14 Street, Miami, FL. Additionally, KARU agrees to obtain and maintain parking rights from the City of Miami and reserve the street parking located in front of KARU for the valet parking service.
- III. Provide PARK SAFE with a room or location within the entrance of KARU for PARK SAFE to operate a cashier and store the keys (which will remain the sole responsibility of PARK SAFE), to the vehicles which will be valet parked.
- IV. Inform PARK SAFE of any changes to its hours of operation or any special events not advertised to the general public, so that PARK SAFE may operate the valet service during such operations or events. KARU will maintain adequate night lighting of the parking lot at all times. PARK SAFE may operate the parking lots at any time.
- V. Request an option from it's current landlord to lease the lot located at 18 NW 14 Street, Miami, FL. Should KARU acquire the leasing rights to this lot, KARU will negotiate with PARK SAFE to utilize and operate this lot for additional parking of vehicles.
- VI. KARU will have audit authority over all parking logs, ticket manifests or operations books relevant to the valet parking service of the KARU location, in order to determine the correctness of all parking fees to be paid by PARK SAFE.
- VII. Requests PARK SAFE to contract off duty police officers from the City of Miami, to work outside KARU during established business hours. These officers will be assigned as security detail for the benefit of KARU. KARU is required to provide payment in advance to PARK SAFE, so that PARK SAFE has the funds available to pay for all such security employment. KARU will inform PARK SAFE at least 5 days prior, with a schedule specifying the hours and the number of officers solicited for each night's security detail.

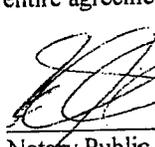
And the said party PARK SAFE covenants and agrees that it shall:

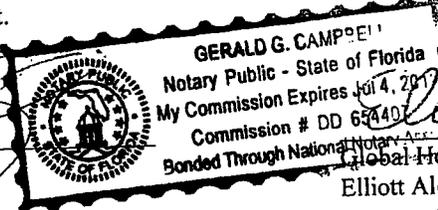
- VIII. Provide valet parking services and manage employee parking services for KARU.
- IX. PARK SAFE agrees to name KARU as a Certificate Holder on the Liability Insurance policy used to cover all valet parking service activities for KARU. The liability insurance policy shall be in the amount of at least \$2,000,000. PARK SAFE agrees to be responsible for any deductibles on any claims, or may choose at its option to settle any customer claims on its own account.
- X. PARK SAFE will do its best to maintain the parking lots in a clean and acceptable manner in accordance with city of Miami ordinances. PARK SAFE will also attempt its best effort to obtain a proper City of Miami, Certificate of Use for the parking lots, but is not under any contractual obligation to KARU to obtain such certificate.
- XI. PARK SAFE will pay KARU a fee of \$5.00 for each vehicle that utilizes the valet parking service. This fee shall be paid monthly within seven days of the close of each calender month. PARK SAFE will provide KARU with parking management of the employee parking, should KARU desire such service. The price charged to employees and the fee paid to KARU by PARK SAFE should be determined in an ADDENDUM to this AGREEMENT.
- XII. PARK SAFE will be responsible for paying all applicable state of Florida and City of Miami parking tax and sales tax.

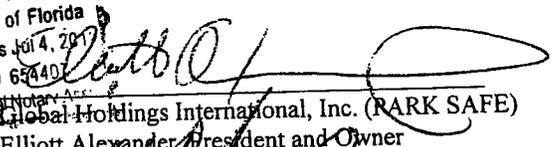
- XIII. Details of the valet parking services: PARK SAFE will operate the services with properly trained and uniformed personnel. All drivers will have valid FL driver's licenses and social security number. Drivers will be required to pass an employment background check, complete a valet parking service orientation program, and pass an initial employment drug test. A trained manager will oversee the valet parking operation during business hours. For security purposes, all vehicle keys will be maintained in a valet lockbox, operated by the PARK SAFE cashier and will be located, near the entrance of KARU. Customers will be required to turn in their corresponding ticket stub, in order to request retrieval of their vehicle. If employees of PARK SAFE have any doubt over the ownership of the valet ticket stub holder, or if the ticket stub is lost, the vehicle owner will be required to prove ownership of the vehicle prior to delivery of said vehicle. In the case of rental cars and lost or missing ticket stubs, the contract holder of the vehicle will be required to provide a copy of the valid contract for identification purposes.
- XIV. PARK SAFE agrees to provide efficient valet service to KARU customers. A targeted maximum time of eight minutes for a car delivery is expected, but further delays may be anticipated as a result of inclement weather, traffic, excessive customer volume or other unanticipated delays.
- XV. PARK SAFE agrees to coordinate and manage the security detail for the outside area of KARU. The security detail will be contracted out to the City of Miami, who will provide off duty police officers for this purpose. PARK SAFE will pay the City of Miami and/or the police officers directly and KARU will pre-pay PARK SAFE for the entire cost of these expenses.

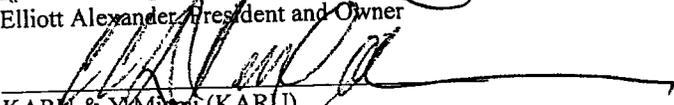
This agreement shall continue on a monthly basis indefinitely and may be cancelled by either party with 30 days notice.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of Florida. This is the entire agreement.


Notary Public



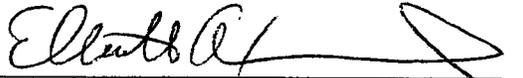

Global Holdings International, Inc. (PARK SAFE)
Elliott Alexander, President and Owner


KARU & Miami (KARU)
Clive Seecomar, President and CEO

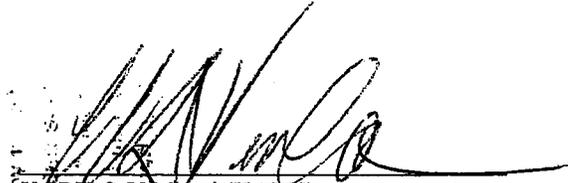
Addendum to Valet Parking Service Agreement

1. PARK SAFE agrees to valet KARU employee vehicles for a ~~\$10.00~~ ^{\$10.00} flat rate per car. KARU will not be entitled to receive any parking charge fee for these vehicles. Promoters, guests, visitors or contracted/independent workers who are not on the actual employment payroll of KARU, are excluded and they will be required to pay the standard price for valet parking services.

\$7.00 FOR PARK SAFE
\$3.00 FOR KARU.



Global Holdings International, Inc. (PARK SAFE)
Elliott Alexander, President and Owner



KARU & Y-Miami (KARU)
Clive Seccomar, President and CEO

ParkSafe Systems

1444 Biscayne Blvd., Suite 212, MIAMI, FLORIDA 33132
TEL (305) 579-5300 FAX (877) 646-7452
EMAIL: info@parksafesystem.com WEBSITE: www.parksafesystem.com

A Metro Parking Corp., Company

List of References

Vagabond Miami:

Travis Carey (General Manager)
Tel. 786-447-5733
travis@thevagabondmiami.com

Karu & Y:

Christian Garcia (General Mgr.)
Tel. 305-305-6866
chrislgar@hotmail.com

Wynwood Convention Center:

Jennifer Stewart (Director of Special Events
& Sales)
Tel. 305-600-4785
jstewart@strategichospitality.net

Coconut Grove Parks:

John Scurtis (Vice-President)
Tel. 305-586-1808
Pandaagapi@aol.com

FlatIron Brickell LLC:

Chris Zangrilli (Executive Assistant to
Owner)
Tel. 845-661-5389
christopherzangrilli@hotmail.com

ESPN:

Judi Weiss (Operations Producer)
Tel. 305-331-9520
judi.weiss@abc.com

Adrienne Arsht Performing Arts Center:

Mark Rosenblum (Senior Director of
Operations)
Tel. 305-978-6275
mrosenblum@arshtcenter.org

Grand Central:

Brad Knoefler (Co-Owner)
Tel. 305-527-7332
bknnoefler@gmail.com

Transit Lounge:

Jerry Pennington (General Mgr.)
Tel. 443-618-1281
info@transitlounge.us

Urbanite Bistro:

Oscar Silva (Comptroller)
Tel. 305-775-1190
Oscar@urbanitebistro.com

Community Redevelopment Association:

Humberto Gonzalez (Assistant Director
Omni Parkwest Area)
Tel. 786-316-9838
hbgonzalez@miamigov.com

Barton G:

Amin Noorzai (General Manager)
Tel. 305-785-0944
anoorzai@BartonG.com

Florida Grand Opera:

Kevin Mynatt (Director of Production)
Tel. 305-546-0800
kmynatt@fgo.org

Miami Parking Authority:

Luis Choter (Director of Operations)
Tel. 305-494-9451
lchoter@miamiparking.com

Downtown Hilton
Yennys Ballester (Sales Manager)
Tel. 305-714-3733
Yennys.Ballester@hilton.com

Biscayne Marriott

Bigtime Productions

Strategic Hospitality Group

FORM 2
REFERENCES

The Contractor/Proposer shall provide three (3) references of previous employers, businesses, agencies who have been served by the Contractor/Proposer with similar services to those being proposed in this Proposal within the past five (5) years.

1. Name: Adrienne Arshat Performing Arts Center
Address: 1300 Biscayne Blvd. Miami FL 33132
Mark Rosenblum (305) 978-6275
Phone Number: above
Principal Contact Person(s): above
Year Contract Initiated: 2006

2. Name: City of Miami Police Department
Address: 400 NW 2nd Ave, Miami FL
Phone Number: (305) 219-5959
Principal Contact Person(s): Lieutenant John Buhrmaster
Year Contract Initiated: n/a

3. Name: Wynwood Convention Center
Address: 2136 NW 2st
Phone Number: (305) 600-4785
Principal Contact Person(s): Jennifer Stewart
Year Contract Initiated: n/a

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Chapter 4 - Financial Stability

Due to the fact that ParkSafe went through an acquisition process in 2010, it is not possible for us to obtain previous tax returns or audited financial statements for years prior.

We sincerely hope this does not reflect poorly on this RFP submittal as our company is financially healthy and stable. Contracts for our parking lots have been active since 2006 and we see no reason why any of these arrangements should change. ParkSafe is proud to say that it has not lost a client since inception due to service issues or to competitor's better rates. ParkSafe is very competitive and is a company that is run very efficiently.

We are hereby providing as much information as available in regards to financials since the inception of Metro Parking Corp.

Metro Parking Corp and the previous Corporation that owned ParkSafe have never filed for Bankruptcy proceedings.

Chapter 5 - Financial Statement

We are hereby including financial information for 2010, as well as some information we have available from previous years. Information from previous years is however only limited to income statements as tax returns or audited financials are not available as they have been removed by previous Corporation ownership.

ParkSafe's current owner, who has been managing operations and client relations since 2006 is a person that nurtures each client relationship, and ParkSafe has never lost a client due to service issues or due to a competitor's lower rates. ParkSafe is proud to say that it has enjoyed constant and steady growth since 2006.

<u>2010 Accumulated Monthly Revenue</u>	
<i>January</i>	\$ 28,087.00
<i>February</i>	\$ 33,817.00
<i>March</i>	\$69,879.00
<i>April</i>	\$13,030.00
<i>May</i>	\$19,212.00
<i>June</i>	\$15,567.80
<i>July</i>	\$14,214.00
<i>August</i>	\$17,764.00
<i>September</i>	\$20,389.98
<i>October</i>	\$22,561.00
<i>November</i>	\$38,903.00
<i>December</i>	\$
<u>Total Year's Revenue:</u>	\$ 2 9 3 , 4 2 4 . 7 8

(All above represents pre-tax gross revenue)

Profit & Loss
January through December 2009

	<u>Jan - Dec 09</u>
Ordinary Income/Expense	
Income	
Sales	
Parking Sales	273,733.75
Valet Income	291,019.50
Sales - Other	15,460.63
Total Sales	<u>580,213.88</u>
Total Income	580,213.88
Expense	
Bank Service Charges	1,153.79
Commission Expense	955.00
Contributions	350.00
Credit Card Fees	982.83
Dues and Subscriptions	60.00
Insurance Expense	
Auto Insurance	886.29
Liability Insurance	36,198.54
Total Insurance Expense	<u>37,084.83</u>
Office Expense	
Customer Reimbursements	971.38
Investigations	2,585.00
Other Office Expense	1,362.02
Signage	2,067.65
Office Expense - Other	19.97
Total Office Expense	<u>7,006.02</u>
Office Supplies	
Supplies	556.26
Uniforms	4,884.15
Total Office Supplies	<u>5,440.41</u>
Payroll Expenses	
Workers Compensation Ins	5,747.00
Payroll Expenses - Other	128,323.29
Total Payroll Expenses	<u>134,070.29</u>

Profit & Loss

January through December 2009

Jan - Dec 09

Postage and Delivery	44.00
Printing and Reproduction	1,900.29
Professional Fees	10,706.70
Recruitment Expense	100.00
Rent Expense	182,763.51
Repairs & Maint. ParkingLot	14,765.85
Security Expense	20,390.82
Taxes	
Auto Taxes	36.80
Licenses and Fees	321.05
Property Taxes	971.35
Sales Tax	17,860.12
SurchargeTaxes	33,760.22
Total Taxes	<u>52,949.54</u>
Telephone Expense	543.41
Utilities	4,217.86
Total Expense	<u>475,485.15</u>
Net Ordinary Income	104,728.73
Other Income/Expense	
Other Income	
Interest Income	1.46
Total Other Income	<u>1.46</u>
Net Other Income	<u>1.46</u>
Net Income	<u><u>104,730.19</u></u>

Profit & Loss
January through December 2008

Jan - Dec 08

Ordinary Income/Expense

Income

Sales

Parking Sales 343,794.35

Valet Income 83,222.00

Total Sales 427,016.35

Total Income 427,016.35

Expense

Bank Service Charges 1,356.12

Commission Expense 5,795.00

Credit Card Fees 248.48

Insurance Expense

Auto Insurance 231.94

Liability Insurance 12,144.05

Total Insurance Expense 12,375.99

Meals & Entertainment 106.05

Office Expense

Customer Reimbursements 342.55

Investigations 2,324.50

Signage 1,262.23

Office Expense - Other 0.00

Total Office Expense 3,929.28

Office Supplies

Supplies 208.34

Uniforms 8,039.11

Total Office Supplies 8,247.45

Payroll Expenses

Workers Compensation Ins 535.00

Payroll Expenses - Other 1.07

Total Payroll Expenses 536.07

Printing and Reproduction 6,101.84

Professional Fees 69,246.14

Rent Expense 148,710.00

Repairs & Maint. ParkingLot 22,817.31

Security Expense 30,858.17

Taxes

Business Tax 180.00

Licenses and Fees 6,930.00

Sales Tax 28,615.24

Total Taxes 35,725.24

Profit & Loss
January through December 2008

	<u>Jan - Dec 08</u>
Telephone Expense	117.70
Travel Expense	18.00
Utilities	2,640.68
Total Expense	<u>348,829.52</u>
Net Ordinary Income	78,186.83
Other Income/Expense	
Other Income	
Other Income	
Misc Income - S/T Allowance	250.97
Total Other Income	<u>250.97</u>
Total Other Income	<u>250.97</u>
Net Other Income	<u>250.97</u>
Net Income	<u><u>78,437.80</u></u>

Profit & Loss

January through December 2007

Jan - Dec 07

Ordinary Income/Expense	
Income	
Sales	
Parking Sales	233,780.16
Sales - Other	0.00
Total Sales	<u>233,780.16</u>
Total Income	<u>233,780.16</u>
Expense	
Bank Service Charges	490.08
Insurance Expense	3,122.30
Office Supplies	
Uniforms	144.39
Total Office Supplies	<u>144.39</u>
Printing and Reproduction	1,766.00
Professional Fees	30.00
Rent Expense	109,229.59
Repairs & Maint. ParkingLot	8,188.43
Taxes	
Business Tax	180.00
Sales Tax	18,128.97
Taxes - Other	1,203.75
Total Taxes	<u>19,512.72</u>
Total Expense	<u>142,483.51</u>
Net Ordinary Income	91,296.65
Other Income/Expense	
Other Income	
Other Income	
Misc Income - S/T Allowance	76.77
Total Other Income	<u>76.77</u>
Total Other Income	<u>76.77</u>
Net Other Income	<u>76.77</u>
Net Income	<u><u>91,373.42</u></u>

Chapter 6 - Litigation History

NOT APPLICABLE

ParkSafe is proud of our record of continuous service with no litigation. We have never lost a contract or been sued for any reason (or for non-performance)

Chapter 7 - Insurance Requirement

Certificates of Insurance coverage are included.

Each location that needs to be listed as additional insured will not be subject to any fees.

ParkSafe is insured in all available ways and carries higher limits than what is legally required.

ParkSafe will provide renewal of policy certificates for all areas of coverage prior to expiration as described in RFP.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CS

DATE (MM/DD/YYYY)

11/29/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER International Insurance Center 7990 SW 117 Ave Suite 209 Miami, FL 33183-3845 Edward Cabassa		305-279-5446 305-279-4045	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: METRPAR
INSURED Metro Parking Corp dba ParkSafe Systems 80 NE 13 Street Miami, FL 33132		INSURER(S) AFFORDING COVERAGE INSURER A : American Safety Insurance Co INSURER B : Technology Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 42376	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3217366	12/17/09	12/17/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	GARAGE LIABILITY			GAR101087	12/16/09	12/16/10	LIMIT \$ 1,000,000
A	GARAGE KEEPERS			GAR101087	12/16/09	12/16/10	GKL LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chapter 8 - Criminal Convictions

NOT APPLICABLE

ParkSafe is proud of our flawless record and there have been no criminal convictions of the company, owners, officers and anybody performing work under this Agreement.

Further, our exhaustive employee screening process provides us the highest skilled employees that have no felony convictions, spotless driving records and clear drug test results.

Chapter 9 - Contractor/Proposer's Non-Collusion Certification

Form 3 is included.

Chapter 11 - Addenda

Form 5 is included.

FORM 3
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Myat Maung of Park Safe, the Contractor/Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Contractor/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Contractor/Proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Contractor/Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Contractor/Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Contractor/Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Palmetto Bay, Florida, or any person interested in the proposed Agreement; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

Chapter 10 - Drug-free Workplace

Form 4 is included.

**FORM 4
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
Park Safe _____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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Chapter 12 –Independence Affidavit

Form 6 is included.

**FORM 6
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Myat Mann of Park Safe, the Contractor/Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Contractor/Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

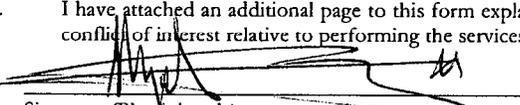
(b) Additionally, the Contractor/Proposer agrees and understands that Contractor/Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Contractor/Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 6
INDEPENDENCE AFFIDAVIT
(CONTINUED)

2. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.


Signature (Blue ink only)

MYAT MAUNG

Print Name

VICE - PRESIDENT + SECRETARY

Title

12/08/2010

Date

Witness my hand and official notary seal/stamp at NORTH MIAMI BEACH, FL the day and year written above

STATE OF FLORIDA)

) SS:

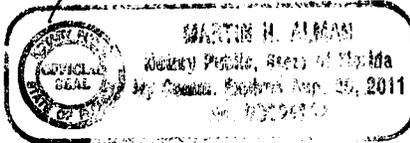
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared MYAT MAUNG as VICE - PRESIDENT + SECRETARY of METRO PARKING CORP. an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/~~she~~ is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8TH day of DECEMBER, 2010


NOTARY PUBLIC

My Commission Expires:



Chapter 13 - Certification to Accuracy of Proposal

Form 7 is included.

**FORM 7
CERTIFICATION TO ACCURACY OF PROPOSAL**

Contractor/Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Contractor/Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

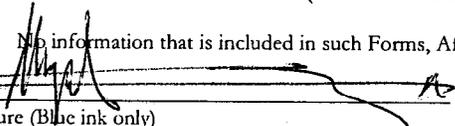
The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Myat Maung of Park Safe, the Contractor/Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 7
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.


Signature (Blue ink only)

MYAT MAUNG
Print Name

Print Name

VICE-PRESIDENT + SECRETARY
Title

Title

12/08/2010
Date

Date

Witness my hand and official notary seal/stamp at N. Miami Beach, FL the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared MYAT MAUNG as SECRETARY - VICE PRESIDENT of METRO PARKING CORP. an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8th day of DECEMBER, 2010.


NOTARY PUBLIC

My Commission Expires:

