

MIAMI BEACH TENNIS
MANAGEMENT, LLC.
AGREEMENT TO PROVIDE
PROFESSIONAL TENNIS
MANAGEMENT AND OPERATIONS
SERVICES AT THE CITY'S FLAMINGO
AND NORTH SHORE TENNIS
CENTERS

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**AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA
AND MIAMI BEACH TENNIS MANAGEMENT, LLC.
FOR TENNIS MANAGEMENT AND OPERATIONS SERVICES
AT THE CITY'S FLAMINGO AND NORTH SHORE TENNIS CENTERS**

THIS AGREEMENT made the ____ day of _____, 2014 ("Effective Date"), between the **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida (hereinafter called "City"), having its principal address at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **MIAMI BEACH TENNIS MANAGEMENT, LLC.**, a Florida limited liability company, having its principal offices at 1079 NE 96th Street, Miami Shores, Florida 33138 (hereinafter called "CONTRACTOR").

WITNESSETH

WHEREAS, on February 11, 2013, the City issued a Request for Proposals No. 095-2013ME, for Professional Tennis Management and Operation Services at the City's Flamingo and North Shore Tennis Centers (the "RFP"); and

WHEREAS, on April 23, 2014, the Mayor and City Commission accepted the recommendation of the City Manager and authorized the Administration to enter into negotiations with CONTRACTOR, as the most qualified proposer pursuant to the RFP, to manage and operate the Flamingo and North Shore Tennis Centers (the "Centers").

NOW THEREFORE, in consideration of the Premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto follows:

The City hereby grants to the CONTRACTOR, and the CONTRACTOR hereby accepts from the City, the exclusive right to operate and manage the Centers, in conformance with the purposes and for the period stated herein, and subject to all the terms and conditions herein contained.

SECTION 1. TERM.

- 1.1 This Agreement shall be for an initial term of three (3) years. The Agreement shall be deemed by the parties hereto to have commenced retroactively, as of June 1, 2014, (the "Commencement Date"), and shall terminate on May 31, 2017.
- 1.2 The City shall have the right, at its sole option and discretion, and provided further that CONTRACTOR is in good standing under the Agreement, to renew this Agreement for two (2) additional one-year terms, by providing CONTRACTOR with at least sixty (60) days prior written notice of its intent to renew the Agreement.
- 1.4 **PRICES SHALL BE FIXED AND FIRM:** All prices quoted in the CONTRACTOR's proposal in response to the RFP, which prices are attached and incorporated as Exhibit "B" hereto, shall remain firm and fixed during the initial term of the Agreement. During the renewal term(s), the City may, at its sole option and discretion, consider price increases, based upon the cumulative CPI increases since the Commencement Date or 3%, whichever is less. The

CPI increase shall be determined by using the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U index, and computing the percentage of increase from the Commencement Date, as the base month and year, as compared to the month and year of the first day of each renewal period. During the renewal term(s), the City may also, at its sole option and discretion, consider price increases based on increases mandated by the City's Living Wage Ordinance (as codified in Sections 2-407 through 2-410 of the City Code, and as may be amended from time to time); provided, however, that in considering cost escalations due to Living Wage increases, the City shall only consider the direct costs related to such increases, exclusive of overhead, profit, or any other related costs.

SECTION 2. CENTERS TO BE MANAGED.

2.1 The City has employed the CONTRACTOR, and CONTRACTOR agrees, to operate, manage and maintain, the following City-owned recreational facilities (hereinafter such recreational facilities may be referred to individually as a "Center" or collectively as the "Centers"):

2.1.1 That certain City-owned recreational facility commonly known as the Flamingo Tennis Center, located at 1200 Meridian Avenue, Miami Beach, Florida 33139, together with all buildings, improvements and fixtures located thereon. The Center's premises are further delineated in Exhibit "A-1" (Site Map of Flamingo Tennis Center), attached hereto.

2.1.2 That certain City-owned recreational facility commonly known as the North Shore Tennis Center, located at 501 72 Street, Miami Beach, Florida 33141, together with all buildings, improvements and fixtures located thereon. The Center's premises are further delineated in Exhibit "A-2" (Site Map of North Shore Tennis Center), attached hereto.

2.2 CONTRACTOR herein accepts the Centers, including, without limitation, all buildings, improvements, and fixtures located thereon, in their "**as is**" "**where is**" condition, and agrees that the City shall have no obligation to improve, repair, restore, refurbish, or otherwise incur any expense in improving or changing the condition of the Centers at any time during the Term of this Agreement.

Prior to the Commencement Date, City and CONTRACTOR shall conduct a site inspection of the Centers. CONTRACTOR shall, within ten (10) days of such inspection, notify the City of any necessary repairs, and the City shall make such repairs if, in its sole and reasonable discretion, it deems necessary. The City shall also, within ten (10) days of the inspection, notify CONTRACTOR of any initial necessary maintenance issues, such as lack of clay on courts, and the CONTRACTOR shall make such initial repairs within ten (10) days from notice. Notwithstanding the preceding, nothing in this Subsection 2.2 shall be deemed to release and/or excuse CONTRACTOR from its ongoing maintenance responsibilities throughout the Term of this Agreement including, without limitation, those prescribed in Section 11 hereof and Exhibit "M" attached hereto.

2.3 This Agreement is subject to all existing utility lines or facilities, rights of way, and ingress and egress to City-retained areas, and the City's right to replace and/or maintain same, whether or not such matters have been recorded in the Public Records of Miami-Dade County, Florida. This shall include, but not be limited to, any and all underground and aboveground utilities located on the Centers. The City also reserves the right to construct, install and maintain utilities that it deems, in its sole discretion, to be necessary or beneficial

to the operation of the City. City agrees to give CONTRACTOR reasonable notice prior to commencing any such construction, installation, or maintenance of utilities that may result in a temporary closure of a court or courts, or any other portion of the Centers. CONTRACTOR reserves the right to cancel or otherwise close all other portions of the Centers including specific banks of courts, until such time as the work is completed or the closed Centers or portion thereof can be re-opened, whichever comes first. Any disturbance or damage to City-owned or City-authorized utilities located on, under, or over the Centers, caused as a result of CONTRACTOR'S negligence, shall be promptly repaired at CONTRACTOR'S expense.

SECTION 3. USE(S).

The CONTRACTOR is hereby authorized to conduct the following kind(s) of businesses and provide the following kind(s) of services within the Centers, all at its sole cost and expense:

3.1 **Public Tennis Facility.**

CONTRACTOR agrees it will use the Centers solely for the operation of first-class public tennis facilities. This use shall include the operation of the tennis courts; pro shop; food and beverage concession facilities that do not infringe on the City Vending Contracts (as defined in Section 3.3.7 herein) and which shall also require the prior written approval of the City; and CONTRACTOR's office. CONTRACTOR's services in connection with the uses set forth herein shall include those services proposed by CONTRACTOR in its response to the RFP, as attached and incorporated in Exhibit "C" hereto, and permitted Special Events (as defined in Section 17) related to such public tennis center activities; provided, however, that in the event of a conflict between Exhibit "C" and the terms of this Agreement, the terms of this Agreement shall take precedence.

No other use, business, or services shall be conducted by CONTRACTOR at the Center without the prior written consent of the City Manager.

CONTRACTOR agrees, acknowledges, covenants and represents to the City that the Centers are for the use by the public; that such public use is a prime consideration; and must be balanced accordingly with the services to be provided by the CONTRACTOR, without restricting, or in any way limiting, the public access, nature, or ambiance of the Centers. Accordingly, CONTRACTOR agrees, acknowledges, covenants and represents to City that the public's right to use the Centers shall not be infringed upon by any activity of CONTRACTOR. This includes, without limitation, the monopolization of courts for lessons during identified "peak times".

CONTRACTOR hereby agrees, acknowledges, covenants, and represents to City that, during the term of this Agreement, it shall continually provide high-quality, first-class affordable tennis services to the City's residents and visitors; to meet the demands of the City's hotel community for access to high quality, first-class tennis facilities within Miami Beach; and to progressively upgrade tennis service at the Centers throughout such Term.

3.2 **Prohibited Activities.**

CONTRACTOR will conduct its operations so as to maintain a reasonably quiet and tranquil environment for the adjacent areas, and make no public disturbances.

CONTRACTOR shall not use the Centers for any unlawful purpose and shall comply with all laws and permitting requirements now in force or hereafter adopted, applicable to the Centers, and/ or uses and businesses conducted on the Centers. CONTRACTOR agrees

not to use the Centers for, or to permit the operation of, any offensive, noisy or dangerous activity, nuisance or anything against public policy. There shall be no living quarters at the Centers, nor shall anyone be permitted to live at the Centers. Except as may result from acts of force majeure, CONTRACTOR agrees that it will not allow the Centers to become unoccupied or vacant. CONTRACTOR shall take appropriate precautions to prevent fire on the Centers; maintaining existing fire detection devices and extinguishing equipment at all times. CONTRACTOR will not permit the outside use of any musical instrument or noise-making device at the Centers, which would be in violation of the City's Noise Ordinance, as same may be amended from time to time.

3.3 Food and Beverage Service.

3.3.1 CONTRACTOR may prepare, or cause to be prepared for sale within City-approved locations within the Centers, such cooked, prepared, and/or prepackaged foods and such non-alcoholic beverages available for sale, as approved by the City Manager. As referred to herein, "prepared" foods and/or beverages shall be defined as including food that is prepared or re-heated in a microwave and/or hot beverages such as coffee and tea, but shall exclude cooking/heating of food through the use of conventional cooking methods, such as stove top/conventional oven.

3.3.2 All food and beverage service to be offered must obtain the prior written approval of the City Manager. The City Manager shall also approve, in writing, the types of food and beverages, and prices for same, to be sold at the Centers, prior to such sale; and shall further approve any changes, whether as to type of food and beverages to be sold, or as to changes in prices, in writing, prior to implementing a change. CONTRACTOR shall be solely responsible for updating and maintaining a current list (Menu) of all food and beverages, and prices for same, throughout the term of this Agreement. As of the Commencement Date, the City and CONTRACTOR have hereby approved the Menu, attached hereto and made a part hereof as Exhibit "E".

3.3.3 All food and beverages sold at the Centers will be properly prepared and served in compliance with all applicable health and sanitary standards. The quality of food, food costs, and service shall be comparable to other municipal tennis centers in the Miami-Dade County area. All food and beverage dispensing facilities shall be approved by the City and shall be maintained in a clean and sanitary manner. All food and beverages sold are intended for consumption on the Centers' premises, and shall be dispensed from inside the Centers. Food and beverage containers for items permitted to be taken outside approved dispensing facilities will be subject to regulation by the CONTRACTOR for the purpose of controlling and preventing litter, and promoting sustainability.

3.3.4 Food and beverage services shall be offered to patrons at all times as a reasonable demand for such service exists. All required licenses, permits and other certifications necessary to provide food and beverage services must be obtained and maintained by the CONTRACTOR at its sole cost.

3.3.5 At least one supervisory employee of CONTRACTOR must possess a Food Service Management Certification issued by a County Public Health Department in Florida, as required by law. In addition, CONTRACTOR must obtain all licenses required by the Florida Department of Business and Professional Regulation, Division of Hotels and Restaurants, the Department of Agriculture and/or as may further be required by State law, and as required by corresponding agencies to sell the food or beverages that CONTRACTOR is authorized to sell.

- 3.3.6 Cooking and heating of food at the Centers shall be considered by the City Manager, in writing, on a case by case basis and, if approved, such approval shall be in writing and shall only be permitted for Special Events (as defined in Section 17). For purposes of this subsection 3.3, "cooking and heating" shall not include a prohibition against food that is prepared or re-heated in a microwave and/or hot beverages such as coffee and tea.
- 3.3.7 Notwithstanding anything contained in this Section 3, or in the Agreement, CONTRACTOR's food and beverage service shall be subject to and shall not, under any event, conflict with, or otherwise violate, the City's exclusive vending contract with Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company and Coca-Cola North America, a division of the Coca-Cola Company ("Coca-Cola Contract") and the City's exclusive vending contract with Bettoli Trading Corp. ("Bettoli Contract") (collectively referred to herein as the "City Vending Contracts"); copies of which are attached hereto and made a part hereof as composite Exhibit "D".
- 3.4 Sale of Tennis Pro Shop Related Items and Services.
CONTRACTOR may offer for sale those tennis related items such as tennis balls, tennis racquets, shoes, shirts, towels, etc., and offer related services such as equipment and ball machine rentals, racquet restringing, and grip replacement. Prices shall be substantially in accordance with the price ranges of other similar public tennis centers. A list of all items and services to be offered for sale, and the respective price ranges for same, must be approved in writing by the City Manager, prior to such sales and/or additions being implemented, and updated, as deemed necessary, at the discretion of the City Manager. As of the Commencement Date, the City and CONTRACTOR have approved the types of merchandise which may be sold at the pro shop ("Pro Shop Merchandise"), attached hereto and made a part hereof as Exhibit "F".
- 3.5 Hurricane Evacuation Plan.
CONTRACTOR agrees to comply with the City's Hurricane Evacuation Plan and will cooperate fully with the instructions given by the City's representative to initiate the plan immediately upon notice of the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management. CONTRACTOR shall, at a minimum, secure the Centers and all related materials and be responsible for the removal and reinstalling of windscreens in accordance with the procedures included in the City's Recreation Division Hurricane Evacuation Plan, as included in Exhibit "G," attached hereto.
- 3.6 Personnel Background Checks, ID Badge Requirements.
CONTRACTOR shall comply with the requirements of Sections 1012.32 and 1012.465, Florida Statutes, requiring that only those employees who have successfully passed the background screening required by the referenced statutes, and who meet the standards established by the statutes, be allowed access to any of the Centers and/or allowed to perform services under this Agreement. This requirement shall also extend to all Contractor representatives, agents, independent contractors, sub-contractors, or volunteers (such employees, representatives, agents, independent contractors, sub-contractors, or volunteers of CONTRACTOR shall be collectively referred to herein as "Personnel") performing duties under this Agreement.
The Personnel shall undergo the aforesaid background screening and a drug screening, as well as a credit history check for those positions that require the handling of money (collectively referred to herein as "Background Check Process") prior to entering the Centers to begin employment and/or deliver services. The Background Check Process will be

conducted by the City of Miami Beach Human Resources Department. CONTRACTOR will bear the cost, (currently estimated at approximately \$82.50 per employee, but subject to change from time to time), of acquiring the required Background Check Process, and any fee imposed by the Florida Department of Law Enforcement to maintain the records related to the background screening provided with respect to CONTRACTOR and its Personnel. Employment may be contingent upon satisfactory results as determined by the City. **The Personnel shall not be permitted to work at the Centers until such time as the Background Check Process has been completed and the Personnel cleared to perform duties under this Agreement.** If any Personnel is away from the job for a period of 45 or more days, the City will require a new Background Check Process.

The CITY and CONTRACTOR agree and acknowledge that the failure of CONTRACTOR to perform any of the duties described in Subsection 3.6 shall constitute a material breach of this Agreement, for which the City reserves the right to terminate immediately and without further liability to the City. CONTRACTOR agrees to indemnify and hold harmless the City, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in CONTRACTOR's failure to comply with the requirements of this Subsection 3.6, or Sections 1012.32 and 1012.465, Florida Statutes.

Upon successful completion of the required Background Check Process, the City will issue ID badges to the Personnel at a nominal fee (currently \$10.00, but subject to change from time to time). CONTRACTOR agrees that no Personnel shall be allowed at the Centers without a City issued ID badge, which shall be worn at all times in a visible and easily readable location. The transfer of ID badge between Personnel is strictly prohibited and shall be cause for all Personnel responsible for such action to be immediately removed from the Centers, and CONTRACTOR fined in accordance with the provisions of Section 13.

CONTRACTOR agrees to require all of its Personnel to notify the CONTRACTOR and the City of any arrest(s) or conviction(s) of any offense within 24 hours of its occurrence. CONTRACTOR further agrees to immediately notify the City upon becoming aware that one of its Personnel, who was previously certified as completing the Background Check Process, is subsequently arrested or convicted of any disqualifying offense. **Failure by CONTRACTOR to notify the City of such arrest or conviction within 24 hours of being put on notice shall constitute a material breach of this Agreement entitling the City to terminate this Agreement immediately, without further liability to the City.**

Business Tax Receipts.

CONTRACTOR shall obtain, at its sole cost and expense, any and all business tax receipts required by law for the proposed uses contemplated in this Agreement.

Without limiting the generality of the foregoing, securing the requisite business tax receipts, in addition to completing the Background Check Process in accordance with Subsection 3.6 hereof, shall be required and obtained for **each** individual professional tennis instructor providing lessons and/or clinics at the Centers.

SECTION 4. FINANCIAL REQUIREMENTS.

4.1 Performance Bond or Alternative Security.

On or before the Commencement Date, CONTRACTOR shall furnish the City Manager with one of the following:

- (i) A Performance Bond, in the amount of Fifty Thousand Dollars (\$50,000), to secure the faithful performance of this Agreement. A cash deposit, irrevocable letter of credit, the establishment of a joint trust or certificate of deposit (collectively, the "Alternate Security") may also suffice, as determined by the City in its discretion. The form of the Performance Bond or Alternate Security shall be as required and pre-approved by the City's Chief Financial Officer. In the event that a Certificate of Deposit is approved, it shall be a Fifty Thousand Dollar (\$50,000) one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by City. The CONTRACTOR shall be required to maintain said Performance Bond or Alternate Security, as accepted by City, in full force and effect throughout the Term of this Agreement.
- (ii) A letter, in a form satisfactory to the City's Chief Financial Officer, from a federally insured financial institution evidencing, as of the date of the letter, CONTRACTOR'S ability to provide the necessary funds to perform pursuant to the Agreement.

The parties agree and acknowledge that the preceding conditions (i)-(ii) are intended to be conditions subsequent to the City's approval of this Agreement. Accordingly, in the event that CONTRACTOR does not satisfy the aforestated conditions on or before the Commencement Date, then the City Manager may immediately, without further demand or notice, and without liability to the City, terminate this Agreement without being prejudiced as to any remedies which may be available to him for breach of contract.

4.2 Payment of Expenses, City's Minimum Guarantee, Payment to Contractor, Reports.

In consideration of the rights granted the CONTRACTOR pursuant to this Agreement, and CONTRACTOR'S further agreement and acknowledgement to perform and furnish the management and operational services, professional skills and qualified personnel, systems, and materials consistent with the management and operations of other first-class, high quality public tennis centers, the City and CONTRACTOR herein agree that the CONTRACTOR shall collect and maintain (in accordance with generally acceptable accounting principles) on behalf of the City, all revenues, as such term is defined in subsection 4.2.2 , generated at and from the Centers including, but not limited to, all tennis instruction, lessons and clinics; court rental fees, sales, equipment rental, pro shop sales, and the sale and operation of food and beverage concessions.

All said revenues collected by the CONTRACTOR shall be deposited into an account of the City and CONTRACTOR, established pursuant to this Agreement, and to be maintained solely for the sole and exclusive purpose(s) of the management, operation and maintenance of the Centers, pursuant to this Agreement (including, without limitation, to pay for all budgeted operational expenses arising from the management or operation of the Centers pursuant to this Agreement). Interest accrued in the account shall be part of the operating income.

Subject to City's withdrawal rights, as set forth in subsection 4.2.1, CONTRACTOR is authorized to withdraw from such account amounts necessary to pay, or reimburse CONTRACTOR, for the payment of all operational expenses arising from the management and operation of the Centers pursuant to this Agreement, including its management fee and payroll expenses.

CONTRACTOR shall submit, within twenty-five (25) days following the close of each month, copies of records and reports related to the receipts and expenditures with respect to all expenses and revenues generated during such month at the Centers. Such records and reports shall be in a form satisfactory to the City's Chief Financial Officer, and shall include a comparison of revenues and expenses for the two (2) months prior to the report being submitted. **The City shall have no obligation whatsoever to reimburse CONTRACTOR for any cash flow deficiencies.**

CONTRACTOR, upon receipt thereof from the depository bank, shall submit to the City copies of all deposits, withdrawals, and bank statements concerning the account established for the Centers pursuant to this subsection 4.2. Additionally, there shall be a reconciliation of all accounting within 15 working days following the completion of each Agreement year during the Term hereof.

4.2.1 Notwithstanding anything to the contrary in this subsection 4.2, the City shall, without limitation, withdraw or be paid from the established bank account, on the last work day of each month during the Term of this Agreement, the following amounts:

- 1) A minimum monthly guaranteed payment of \$10,000 ("Minimum Guarantee" or "MG"); and
- 2) In addition to the Minimum Guarantee, within fifteen days from the last day of each month, the City shall be entitled to an additional monthly payment, based upon a percentage of the total Gross Revenues (as defined herein) as it cumulatively accrues during each fiscal year ("Fiscal Year Gross Revenues"), due upon the Fiscal Year Gross Revenues exceeding the threshold of \$650,000 ("Percentage of Gross" or "PG"), as determined by the Fiscal year Gross Revenues accrued as of the last day of each month, as follows: a. a payment equal to 3% of Fiscal Year Gross Revenues when said Fiscal Year Gross Revenues exceed the total sum of \$650,000, but are less than the total sum of \$1,000,000; b. a payment equal to 4% of Fiscal Year Gross Revenues when said Fiscal Year Gross Revenues total at least \$1,000,000 but are less than \$1,250,000; or c. a payment equal to 5% of Fiscal Year Gross Revenues, when said Fiscal year Gross Revenues total \$1,250,000 or greater. Commencing October 1st of each fiscal year, Fiscal Year Gross Revenues reset to zero and start to accrue again for purposes of calculating PG.

CONTRACTOR'S right to make withdrawals of its management fee and payroll expenses from the City/CONTRACTOR account, as set forth in this subsection 4.2, shall be subject to the withdrawal rights of the City's payment, as set forth in subsection 4.2.1. CONTRACTOR shall not make any withdrawals from the City account for its management fee/officer's payroll expenses if such withdrawal would result in a balance in the City/CONTRACTOR account that is equal to or less than the monthly amounts to which the City is entitled to withdraw pursuant to this subsection.

4.2.2 The term "gross revenues" or "revenues," as used herein, is understood to mean all income, whether collected or accrued, derived by the CONTRACTOR under the privileges of this Agreement, including, without limitation, tennis instruction, lessons and clinics, court rental fees, sales, equipment rental, pro shop sales, and the sale

and operation of food and beverage concessions, excluding amounts of any Federal, State, or City sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the CONTRACTOR pursuant to this Agreement, and required by law to be remitted to the taxing or other governmental authority

- 4.2.3 During the Term of this Agreement, CONTRACTOR shall prepare and submit to the City, prior to October 1st of each fiscal year (or portion thereof) that is within the Term, a proposed, detailed line-item annual operating budget for the Centers, in compliance with a format reasonably requested by the City's Chief Financial Officer. CONTRACTOR shall also prepare and submit, prior to October 1st of each fiscal year (or portion thereof) that is within the Term, a cash flow budget, based on its submitted operating budget for such fiscal year. The operating budget and the cash flow budget shall be approved by the Chief Financial Officer, with such modifications as the Chief Financial Officer shall make.

The CONTRACTOR shall provide a monthly activity report/revenue report which shall be submitted to the City by the 10th day of each month. The monthly reports shall include, but not be limited to, the following information:

- (A) a comprehensive break-down of all day play, clinics, tournaments and revenues generated in the prior month by category, and other performance measures as determined by the City.
- (C) a work plan to adequately address Continuous Quality Improvement goals in the CONTRACTOR's management plan.
- (D) the City reserves the right to add or modify the items required in the monthly report, as the City deems necessary, in its sole and reasonable discretion, in order to adequately monitor performance of the CONTRACTOR.

- 4.2.4 Costs incurred by CONTRACTOR that are required to be covered by the City pursuant to this Agreement, if any ("City Cost(s)"), may be reimbursed from the deposit account, at City's sole discretion, upon prior written notice to the City, and prior written consent from City Manager to process said reimbursement. A reimbursement for a City Cost shall not be deemed to be gross revenue of the Center for purposes of Section 4.2.2.

4.3 Sales and Use Tax.

Payment of any required Florida State Sales and Use Tax shall be the responsibility of CONTRACTOR. It is the City's intent that it is to receive all payments due from CONTRACTOR (as contemplated in 4.2.1) as net of such Florida State Sales and Use Tax.

4.4 Reconciliation of Accounts as of Commencement Date.

The City shall provide CONTRACTOR with a list of current annual and seasonal members, along with their respective expiration dates, as of the Commencement Date. The City will have up to ninety (90) days from the Commencement Date to reconcile their accounts to determine the pro-rata amount of fees owed to the CONTRACTOR, effective as of the Commencement Date. Thereafter, the pro-rata membership fees owed to the CONTRACTOR shall be credited to the CONTRACTOR by the City through a deduction from the Minimum Guarantee payment (as defined herein), until such time as CONTRACTOR is made whole.

SECTION 5. MAINTENANCE AND EXAMINATION OF RECORDS.

CONTRACTOR shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit, but not photocopying, by the City Manager upon reasonable prior request and during normal business hours. Such records and accounts shall include a breakdown of revenues, expenses, and profit and loss statements. CONTRACTOR shall maintain accurate receipt-printing cash registers or a like alternative at the Centers which will record and show the payment for every sale made or service provided at the Centers; and such other records shall be maintained as would be reasonably required by an independent CPA in order to audit a statement of annual revenues and profit and loss statement pursuant to generally accepted accounting principles.

SECTION 6. INSPECTION AND AUDIT.

CONTRACTOR shall maintain its financial records pertaining to its operations for a period of three (3) years after the conclusion of any contract year and such records shall be open and available to the City Manager or his designee, as deemed necessary by the City Manager or his designee, but shall not be subject to photocopying.

CONTRACTOR shall maintain all such records at its principal office, currently located at 1079 NE 96th Street, Miami Shores, FL 33138 or, if moved to another location outside the City of Miami Beach, all such records shall be relocated, at CONTRACTOR'S expense, to a location in Miami Beach, within ten (10) days' written notice from the City.

The City Manager or his designee shall be entitled to audit, but not photocopy, CONTRACTOR'S records pertaining to its operation as often as it deems reasonably necessary throughout the term of this Agreement, and three (3) times within the three (3) year period following termination of the Agreement, regardless of whether such termination results from the natural expiration of the term or for any other reason. The City shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five percent (5%) or more in CONTRACTOR'S statement of revenues for any year or years audited, in which case CONTRACTOR shall pay to the City, within thirty (30) days of the audit being deemed final (as specified below), the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest; provided, however, the audit shall not be deemed final until CONTRACTOR has received the audit and has had a reasonable opportunity to review the audit and discuss the audit with the City. Nothing contained within this Section shall preclude the City's audit rights for resort tax collection purposes. CONTRACTOR shall submit, within sixty (60) days from the end of each calendar year, an audited annual statement of revenues, in a form consistent with generally accepted accounting principles.

It is CONTRACTOR'S intent to stay informed of comments from and suggestions by the City regarding CONTRACTOR'S performance under the Agreement. Within thirty (30) days after the end of each contract year, CONTRACTOR and City shall meet to review CONTRACTOR's performance under the Agreement for the previous contract year. At the meeting, CONTRACTOR and City may discuss quality, operational, maintenance and any other issues regarding CONTRACTOR's performance under the Agreement.

SECTION 7. TAXES, ASSESSMENTS, AND UTILITIES.

- 7.1 CONTRACTOR agrees to and shall pay before delinquency all taxes (including but not limited to resort taxes) and assessments of any kind assessed or levied upon CONTRACTOR and with and/or against the Centers, except as provided in subsection 7.2, by reason of this Agreement or by reason of the business or other activities of CONTRACTOR upon or in connection with the Center. CONTRACTOR will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax and/or assessment by appropriate proceedings diligently conducted in good faith.

CONTRACTOR may refrain from paying a tax or assessment to the extent it is contesting the assessment or imposition of same in a manner that is in accordance with law; provided, however, if, as a result of such contest, additional delinquency charges become due, CONTRACTOR shall be responsible for such delinquency charges, in addition to payment of the contested tax and/or assessment, if so ordered.

CONTRACTOR shall also pay for any fees imposed by law for licenses or permits for any business or activities of CONTRACTOR at the Center under this Agreement.

The CITY shall be responsible for payment of utilities used by, for, or on behalf of the operations contemplated herein including, telephone, basic cable, electricity, and water and sewer.

7.2 **Procedure If Ad Valorem Taxes Assessed.**

Notwithstanding Subsection 7.1, the parties agree that the operations contemplated herein are intended for public purposes and, therefore, no ad valorem taxes should be assessed by the Miami-Dade County Tax Appraiser. If, however, said taxes are assessed, City and CONTRACTOR agree that CONTRACTOR shall be responsible for real estate taxes which are assessed against the portion of the Center's premises, more particularly described in the attached Exhibit "A-1", which describes the portion of the Center's premises being managed by CONTRACTOR at the Flamingo Tennis Center, and "A-2", which describes the portion of the Center's premises being managed by CONTRACTOR at the North Shore Tennis Center (collectively referred to as the "CONTRACTOR's Area"). If the entire City folio, where the Flamingo Tennis Center and/or the North Shore Tennis Center is located, is assessed and the Miami-Dade County Tax Appraiser does not identify which portion of the City folio relates to the CONTRACTOR's Area, CONTRACTOR shall be responsible for its proportionate share, determined by dividing the square footage managed by CONTRACTOR, which has been depicted on Exhibit "A-1", by the square footage for the City folio where the Flamingo Tennis Center is located, and with respect to the North Shore Tennis Center, by dividing the square footage managed by CONTRACTOR, which has been depicted on Exhibit "A-2", by the square footage for the City folio where the North Shore Tennis Center is located.

SECTION 8. EMPLOYEES AND INDEPENDENT CONTRACTORS.

- 8.1 CONTRACTOR agrees that during the Term of this Agreement, Howard Orlin (the "Principal") shall have active, ongoing direct participation in the day to day operation, maintenance and management of the Centers. In the event that the Principal is no longer associated with CONTRACTOR, or otherwise ceases to participate in the day to day operation, maintenance, and management of the Centers pursuant to this Agreement, then the City, at its sole option, may terminate this Agreement for cause pursuant to Section 15. In the alternative, should the City not opt to terminate this Agreement as provided therein, it

shall have prior written approval as to any replacement of the Principal subsequently offered by the CONTRACTOR.

In connection with the performance of its responsibilities hereunder, CONTRACTOR may hire Personnel (as defined in Subsection 3.6 herein), who will be the Personnel of the CONTRACTOR and not of the City, and who will be subject to a background Check Process, as set forth in Subsection 3.6 herein, at the expense of the CONTRACTOR. CONTRACTOR shall provide an adequate number of Personnel and man-hours in order to perform the services required under this Agreement. CONTRACTOR shall select the number, function, qualifications (as stated in the Job Descriptions provided in the attached Exhibit "H"), compensation, including benefits (if any), and may, at its discretion and at any time, adjust or revise the terms and conditions relating to such Personnel, in order to ensure an adequate number of Personnel and man-hours.

- 8.3 The CONTRACTOR agrees that the Head Tennis Professionals who are, as of the Commencement Date, identified as Adil El Bakkal, for the Flamingo Tennis Center, and Julio Avila, for the North Shore Tennis Center, and all Teaching Assistants, including Third Party Professionals (as defined below), shall be certified Tennis Professionals by USPTA, USTA, or USPTR. The Head Tennis Professional, Center Managers, and Principal must demonstrate knowledge and experience in tennis instruction and related activities, facility management, tennis court maintenance and related activities, as well as, knowledge of the legal requirements that are involved in this type of operation. There must be onsite management by either the Principal, Head Tennis Professional, Tennis Director or equivalent at both Tennis Centers during operating hours. A Third Party Professional is defined as a non-resident who teaches or gives tennis lessons for a fee more than once per week or with more than one customer per week.
- 8.4 CONTRACTOR's Personnel shall wear clean appropriate apparel to include uniforms/name tags, such that Center patrons can easily identify CONTRACTOR and its Personnel. All Personnel furnished to the City of Miami Beach must be uniformed. Each uniform shall display CONTRACTOR's name and logo, which logo shall be subject to approval by the City. Uniforms must be provided at the CONTRACTOR's expense, and may not be charged to an employee or deducted from an employees' paycheck, therefore reducing the hourly pay rate to less than the living wage rate required under the City's Living Wage Ordinance, as same may be amended from time to time.

All Personnel shall observe all the graces of personal grooming. The CONTRACTOR shall hire Personnel to work in its operation who are neat, clean, qualified and efficient and shall comport themselves in a professional and courteous manner and be in conformity with the City's Customer Service standards, as set forth in the attached Exhibit "I". If the City deems it appropriate, the CONTRACTOR and its Personnel may be required to attend Customer Service training as conducted by the City. The CONTRACTOR and any Personnel hired by same shall comply with the pre-employment requirements and standards as established by the City of Miami Beach's Human Resources Department. If CONTRACTOR materially fails to comply with these provisions, the City may send notice of default. The CONTRACTOR shall have an experienced manager or managers overseeing the Centers and related operations at all times the Centers are open to the general public.

8.5 Living Wage Requirement.

Pursuant to Sections 2-407-2-410 of the Miami Beach City Code, as same may be amended from time to time, CONTRACTOR shall initially be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rate of:

- \$11.28/hr with health benefits; or \$12.92/hr without benefits.

Notwithstanding the preceding, the living wage rate and health care benefits rate may, by Resolution of the City Commission, be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics, in which case CONTRACTOR shall be required to pay its employees such adjusted Living Wage rate under this Agreement.

CONTRACTOR'S failure to comply with this provision shall be deemed a material breach under this Agreement, entitling the City to terminate this Agreement immediately, without further liability to the City, and/or may further subject CONTRACTOR to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended.

8.6 Migration Of Employees.

As further inducement for the City to enter into this Agreement, CONTRACTOR commits to interview and offer employment to employees of the City's former operator of the Centers, Green Square, Inc. ("Green Square"), who, at the reasonable discretion of CONTRACTOR, are qualified to work at the Centers. Any employment offer to any Green Square employee choosing to "migrate" shall include, at a minimum, at the same wage the employee had with Green Square.

CONTRACTOR shall not reduce any employee wages for those employees of Green Square who were earning more than the hourly wage required under the City's Living Wage Ordinance (provided the employee was earning that wage as of the date of issuance of the City RFP process for the Services herein).

Notwithstanding the preceding, any and all employees including, without limitation, employees of Green Square, seeking employment with CONTRACTOR pursuant to the aforesaid provisions, must comply with CONTRACTOR's hiring policies and procedures as a condition of employment.

SECTION 9. HOURS OF OPERATION & COURTS USAGE .

9.1 The CONTRACTOR shall open and operate the Centers for play from 7:30 A.M. to 9:30 P.M. every day of the year, with the exception of closures due to weather conditions or events of force majeure permitting, and certain holiday agreed upon by the CONTRACTOR and the City of which proper signage and notification to patrons must be adhered to.

9.2 Any change in the hours of operation shall be at the City's sole option and discretion, and any request by CONTRACTOR for an increase or decrease in same shall be subject to the prior written approval of the City Manager.

9.3 Court's Usage.

9.3.1 The CONTRACTOR acknowledges and agrees to prioritize utilization of courts for public usage by restricting lesson/clinic/programming courts not to exceed four (4) clay courts and one (1) hard court at the North Shore Tennis Center; and six (6) courts at the Flamingo Tennis Center, during peak hours of play (7:30 AM to 11:00 AM and 4:00 PM to 7:00 PM for both Centers). Courts are not to be booked or reserved by the professional tennis instructors for lessons more than one (1) day in

advance. The term lesson shall mean a unit of instruction on an individual or group basis for which payment is received by the CONTRACTOR in addition to the agreed upon court fees referenced in Exhibit "J".

- 9.3.2 Third Party Professionals shall sign in at the Pro Shop with the CONTRACTOR and pay a fee to the CONTRACTOR for lessons taught at the Centers' courts in the amount of \$25.00. Refusal to pay said fee shall result in CONTRACTOR denying said Third Party Professional use of the requested court. The use of courts by Third Party Professionals shall be subject to the court limitations in Subsection 9.3.1.

Additional court usage for lessons, programs and clinics during non-peak hours shall be subject to the prior written approval of the City. At no time shall more than 50% of all courts be utilized for lessons, programs and clinics until 10 minutes after any non-peak hour and there are no tennis patrons waiting for a court, without the prior written approval of the City. CONTRACTOR must use due diligence when assigning courts for open play and lessons to include: (a) alternating courts where lessons are taught to avoid overplaying a court or battery of courts and (b) separating open play courts from lesson courts to avoid injury. CONTRACTOR can allow for court reservations to be made on hour or half hour intervals as appropriate. Reservations for doubles play shall be for up to two (2) hours.

9.4 Public Benefits.

- 9.4.1 The CONTRACTOR agrees that the City's Parks and Recreation Department programs or co-sponsored programs will have use of at least 2 courts at each Center, at no charge to the City, twice per week, for a minimum of two hours for each court, between the hours of 11:00 a.m. and 5:00 p.m., and any time after 7:00 p.m., to provide free instructional lessons to after-school participants. Use of courts pursuant to the immediately preceding sentence shall be deemed to be the utilization of courts for public usage.
- 9.4.2 The CONTRACTOR also agrees to provide fee waivers and/or fee reductions in pricing for programs (i.e. clinics, academies, lessons, camps, etc.) for those City of Miami Beach residents from low socio-economic backgrounds who qualify. The CONTRACTOR agrees to utilize the same criteria for determining eligibility for fee waivers or reductions as being used by the City of Miami Beach Parks and Recreation Department at the time of the request. Fee waivers do not apply to private lessons unless agreed upon by CONTRACTOR.
- 9.4.3 The CONTRACTOR shall also offer free and/or affordable programming for Miami Beach residents with disabilities (i.e. Wheelchair Tennis) and for Miami Beach Senior residents. The CONTRACTOR will make provisions for summer and specialty camps, which camp programs will include, without limitation, camp programs for people with disabilities and for Seniors based on the established Parks and Recreation Department format.
- 9.4.4 Additionally, in connection with the Parks and Recreation Department summer camp program ("Parks Summer Program"), Contractor agrees to provide two instructors, who will provide tennis classes for the participants enrolled in the Parks Summer Program, for one week during the scheduled Parks Summer Program, for a total of ten (10) hours, typically between the hours of 9:30 am and 12:00 pm, for the total fee of \$850.00 ("Parks Tennis Camp"). CONTRACTOR and City shall reach an agreement with respect to the dates, times and location for the Parks Tennis Camp.

The location for the Parks Tennis Camp may be at one of the Centers or at Nautilus Middle School, with the Parks and Recreation Department being responsible for the transportation of the participants to the Parks Tennis Camp site and CONTRACTOR ensuring that two qualified instructors provide the requisite instruction at the Parks Tennis Camp site.

SECTION 10. TENNIS FEES, CHARGES AND PROGRAMS & RELATED SERVICES TO BE PROVIDED.

- 10.1 Prices charged shall comply with the City's established fees for hourly tennis court play, annual permits, other specialized play and the youth tennis policy, and shall be in accordance with the information included in Exhibit "J," attached hereto.
- 10.2 The Contractor must comply with the fee schedule for the professional tennis instruction that offers the tennis patron a choice in instructor level and hourly fee commensurate with the instructor's level, as agreed upon and listed in Exhibit "K", (to be provided by the CONTRACTOR) attached hereto. Any change of this said fee and instructor levels shall be approved by the City prior to implementation of fees.
- 10.3 Fees for hourly court rentals, lessons, clinics, merchandise, equipment rental, racket stringing or gripping, and food and beverage sales and any other related items or services to be sold must be prominently posted at the Centers at those location(s) where such fees are normally paid. All fees and charges shall be competitive with those charged by comparable public tennis centers in Miami-Dade and Broward Counties. Initial fees for programs, clinics and lessons are set forth in Exhibit "K" (to be provided by CONTRACTOR) attached hereto.
- 10.4 The City shall approve in writing, in advance, any increase in fees from those currently set forth in Exhibit "K;" provided the CONTRACTOR shall have the right to increase fees in an amount equal to the amount of any sales and use tax increase enacted after the effective date of such exhibit or schedule without City's consent.
- 10.5 The CONTRACTOR agrees to provide the programs set forth in Exhibit "K". An implementation schedule of said services shall be provided by the CONTRACTOR within sixty (60) days of the Commencement Date. Said schedule and any modifications, additions or deletions to the list are subject to the prior approval of the City.
- 10.6 The CONTRACTOR shall be authorized to provide courts, free of charge, during professional tennis demonstrations, promotional events, clinics and lessons being offered to the public at no charge, subject to the prior written approval of the City.
- 10.7 The CONTRACTOR shall utilize a computer software system (i.e. Tennis Director, RecWare, ActiveNetwork, etc.) for the purposes of tracking reservations, financials, memberships, etc. The City shall have administrator rights to the CONTRACTOR's computer software system for the purposes of conducting audits. Additionally, on-line reservations must be provided for by the CONTRACTOR as well as phone and in-person reservations, including those made for or by Third Party Professionals, all of which must be managed and cross-referenced to avoid overbookings, no-shows, and adherence to prioritization and utilization of courts for public usage by restricting lesson/clinic/programming courts during peak hours.

- 10.8 Any print materials prepared by the CONTRACTOR for use of the Center shall have the approval of the City prior to printing. Materials must include the City designation/ logo and appropriate ADA (Americans with Disabilities Act) disclaimer.

SECTION 11. ALTERATIONS, MAINTENANCE, AND REPAIRS & SECURITY.

11.1 Building and Facilities Alterations.

Without the City's prior written approval, CONTRACTOR may not make alterations or additions to the Center. In the event of an emergency to prevent injury to persons or property, CONTRACTOR shall use reasonable efforts to secure the affected area and will immediately notify the City's Parks and Recreation Department to advise of said emergency.

At that time the City will assess the situation, further secure the area in question, and determine means and method of repairs.

Any other alterations or additions shall be made at the CONTRACTOR'S sole cost and expense and shall become the property of the City upon termination of this Agreement unless otherwise agreed to by the City Manager in writing. CONTRACTOR shall not have the right to create or permit the creation of any lien attaching to City's interest in the Center as a result of any such alterations or additions.

11.2 Building(s) and Facilities Maintenance.

The City further acknowledges that the CONTRACTOR shall not be required to improve, repair, restore, refurbish, or otherwise incur any expense in improving or changing the condition of the Centers, except for all costs in connection with the fulfillment of this Agreement including, without limitation, costs in connection with operating and furnishing the Tennis Centers; costs in connection with the maintenance of the equipment; costs in connection with the upkeep of the tennis courts, to include surface clay purchase; and costs in connection with the daily maintenance and janitorial services of the Centers including, without limitation, the following:

- (A) Windscreens
- (B) Nets (includes hardware)
- (C) Lines (includes hardware)
- (D) Algae and Weeds on courts
- (E) Restrooms (clean and stocked)
- (F) Pro Shop and facility cleanliness
- (G) Litter Control
- (H) Water coolers, ice, water and cups on the courts for patron use.

Notwithstanding the forgoing, the City shall continue to maintain all electrical, HVAC, plumbing and foundation and structural systems, roofs, exterior walls, and sports lighting at the Centers at its sole cost.

The City will maintain the grass areas in those portions surrounding the Centers but not within the Centers. The CONTRACTOR is responsible for servicing the landscaped area within the Center of both the Flamingo and North Shore Tennis Centers.

CONTRACTOR shall submit to the City (for review and approval prior to the initiation of contract activities), a communication plan addressing routine, scheduled, and emergency maintenance and repair activities that may impact the operation of the Tennis Centers. All communications shall be directed to the appropriate City staff.

11.3 Courts and Related Facilities Maintenance Standards.

The parties herein acknowledge, and CONTRACTOR agrees to be bound by the Minimum Maintenance Standards as delineated in Exhibit "M", attached hereto, which include Tennis Court Maintenance Standards, as well as the Extremely Clean standards set forth in the City's cleanliness index, attached hereto as Exhibit "L" (collectively, the "Maintenance Standards"). The CONTRACTOR also agrees to comply with minimum standards set forth for the underground watering systems, as set forth by the builder of the Centers (Welch Tennis at North Shore, and Fast-Dry at Flamingo) and shall attend all training necessary as required to accomplish this. The City shall conduct monthly maintenance inspections by a City approved outside independent certified tennis court builder/manufacture to ensure courts are up to industry standards. Such inspections are to be paid by the City, for as long as it is required by the City or as necessary to assure consistency by the CONTRACTOR. The City will advise the CONTRACTOR of the findings and the CONTRACTOR must promptly respond to the findings in writing, addressing all findings including an action plan and time line for correcting any discrepancies identified in said findings. It is further understood that upon the request of the City, CONTRACTOR shall periodically, or upon the City's written request, provide the City Manager or his designee, with a maintenance report in a format approved by the City.

11.4 Recycling, Litter, Garbage and Debris Removal.

With respect to recycling, litter, garbage and debris removal, the CONTRACTOR shall provide, at its sole cost and expense, receptacles within the confines of the Centers and shall provide a sufficient number of these receptacles for its own use and for the use of the public. Disposal of the contents of said receptacles and removal of litter, garbage and debris within the Center as well as recycling (collectively referred to herein as "Waste Removal Procedures"), shall be done on a daily basis, and shall be the sole cost and responsibility of the CONTRACTOR. Notwithstanding the foregoing, the CONTRACTOR shall be permitted to utilize the City's Waste Removal Procedures, which the City is currently receiving at the Centers, as an in-kind service ("In-Kind Service"), at no additional cost to CONTRACTOR. Should the current In-Kind Service terminate at any time during the Term of this Agreement or should CONTRACTOR's use exceed the current In-Kind Service being provided at the Centers, CONTRACTOR shall be responsible for securing and paying for separate and/or additional Waste Removal Procedures, which may include, without limitation, routine bulk trash pick-ups and labor costs associated therewith. The dumping or disposal of any refuse, discards, trash or garbage, generated by, or as a result of the operations on the Centers, into any of the Miami Beach trash receptacles located within Flamingo or North Shore Park, by the CONTRACTOR (including its staff and employees), shall be strictly prohibited unless previously agreed to by the City Manager or his designee.

11.5 Equipment.

The CONTRACTOR must provide and maintain, at its own cost and expense, all materials, labor, and any and all equipment required to operate the Centers. Such equipment to be included as part of the CONTRACTOR's expense are:

- (A) Blowers
- (B) Trimmers
- (C) Hot/Water/Pressure Washing
- (D) Trash cans with Rollers
- (E) Brooms and Pans
- (F) Rakes

The City has supplied each Tennis Center (North Shore and Flamingo) with equipment such as a Gilliberti, drag rakes and tines, line brushes, Aussie sweep mats, etc. that will be left for the CONTRACTOR at each center in "as is" condition. Any maintenance to such equipment or the replacement of the equipment shall be at the sole expense of the CONTRACTOR. An inventoried list of all equipment and quantities, identifying the equipment provided by the City upon Commencement Date of this Agreement and equipment to be purchased by CONTRACTOR is attached hereto as Exhibit "N", subject to periodic updates as the inventoried list changes. All equipment purchased for this Agreement shall be used by CONTRACTOR for performance of this Agreement and shall have a prominently displayed standardized logo to be approved the City. In the event any of the CONTRACTOR'S equipment or materials are lost, stolen, or damaged, they shall be replaced or repaired at the sole cost and expense of the CONTRACTOR in no more than five (5) days from date of loss, or if not possible, within such time frame, as promptly as reasonably possible, but in no event to exceed fifteen (15) days. The CONTRACTOR shall maintain, in accordance with the manufacturer's specifications and maintenance requirements, all equipment, whether City owned or owned by the CONTRACTOR, herein specified and purchased. All equipment shall be kept clean, fully functional and free of damage.

11.6 Orderly Operation.

The CONTRACTOR shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services for the Centers to include bathroom supplies at interior bathrooms. Exterior bathroom will be maintained by the City. The CONTRACTOR shall provide the City a list of all cleaning solvents, solutions, agents, chemicals, detergents, and any other fluids or materials used in the provision of the maintenance services, and their corresponding OSHA Material Safety Data Sheets, where applicable. There shall be no living quarters nor shall anyone be permitted to live within the Centers. CONTRACTOR shall make available all facilities within the Centers under its control for examination during hours of operation by the City Manager or his designee.

11.7 No Dangerous Materials.

The CONTRACTOR agrees not to use or permit at the Centers the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within the Center shall be immediately removed.

Notwithstanding any contrary provisions of this Agreement, CONTRACTOR, after the Commencement Date, shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by CONTRACTOR, after the Commencement Date, but during the term of this Agreement, of any hazardous substance, or petroleum products on, under, in or upon the Center as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, CONTRACTOR shall have no liability for any violation arising or damage incurred as a result of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Subsection shall survive the termination or earlier expiration of this Agreement.

11.8 Security.

The CONTRACTOR shall be responsible for and provide reasonable security measures that may be required to protect the Centers and any of the equipment, materials and facilities

thereon. Under no circumstances shall the City be responsible for any stolen or damaged equipment, materials and supplies, nor shall the City be responsible for any stolen or damaged personal property of CONTRACTOR'S patrons, guests, invitees, and/or other third parties.

11.9 Inspection.

The CONTRACTOR agrees that the Centers and all facilities, equipment, and operations thereon may be inspected at any time during hours of operation by the City Manager or his designee, or by any other Municipal, County, State officer, or agency having responsibilities for inspections of such operations. The CONTRACTOR hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference (which interference, if by the City, must be reasonable) with the operations by any public agency or official in enforcing its or his duties or any laws or ordinances. Any such interference (which interference, if by the City, must be reasonable) shall not relieve the CONTRACTOR from any obligation hereunder.

SECTION 12. INSURANCE.

CONTRACTOR shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the term of this Agreement.

- a. Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for Center operations, products and contractual liability.
- b. Workers Compensation Insurance as required under the Laws of the State of Florida.
- c. Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

Bodily Injury	\$1,000,000 per person
Bodily Injury	\$1,000,000 per accident
Property Damage	\$1,000,000 per accident

The policies of insurance referred to above shall not be subject to cancellation or change except upon at least thirty (30) days prior written notice to the City, and then only subject to the prior written approval of the City Manager or his designee. Prior to the Commencement Date, CONTRACTOR shall provide City with a Certificate of Insurance for each such policy. ALL POLICIES SHALL NAME THE CITY OF MIAMI BEACH FLORIDA AS AN ADDITIONAL NAMED INSURED. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the prior written approval of the City's Risk Manager. Should CONTRACTOR fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by CONTRACTOR to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If CONTRACTOR fails to repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid, and such failure shall be deemed an event of default hereunder.

SECTION 13. FINES AND PENALTIES.

The City reserves the right to levy fines against the CONTRACTOR when the City determines that CONTRACTOR is not meeting the necessary work requirements. The following table below depicts areas where fines will be levied:

<i>Work Activity</i>	<i>Grace Period</i>
Quality of Operations	24 hours
Personnel Shortages	4 hours
Personnel Dress Code	8 hours
Equipment Deficiencies	72 hours
Supplies	8 hours
Program Management	24 hours
Communications	48 hours
Life Safety Maintenance	2 hours

Fines for failures to complete corrective action for any of the work activities listed above are as follows:

- \$100 after failing to complete corrective action after two (2) notifications
- \$200 after three (3) notifications
- \$500 after four (4) notifications

If additional time is required to complete corrective action, a written request must be submitted for approval to the City prior to the end of the grace period. The basis for the implementation of fines and penalties includes but is not limited to the following:

- a. Quality of Operations – Inability to provide service in a workmanlike and professional manner; failure to conform to professional and industry standards; unable to provide maintenance services in a manner in clean orderly and safe condition; and inability to meet the City's established tennis court maintenance standards in accordance with the Tennis Court Manufacturer's standards and guidelines for hydro-courts or other similar tennis court system.
- b. Personnel Shortages – Failure to provide a staffing plan that meets the maintenance coverage requirements of the service area, and/or failure to provide the necessary on-site personnel in accordance to the staffing plan.
- c. Personnel Dress Code – Failure of employees to meet uniform requirements, including wearing clean uniforms.
- d. Equipment Deficiencies – Inability to fully operate; in non-functional condition; in state of disrepair and or visibly damaged; lacking maintenance; and not generally maintained and in clean condition.
- e. Supplies – Failure to provide the supplies necessary for the proper execution of the program or maintenance service specified.
- f. Program Management - Failure to implement a comprehensive management program to respond to City and/ or stakeholder requests for services and maintenance issues covered by the Contract.

- g. Communications – Failure to submit an approved communications plan addressing routine, scheduled, and emergency maintenance and repair activities, and failure to provide timely notifications as previously prescribed.
- h. Safety Regulations – Failure to adhere to OSHA's most recently published Safety and Health Regulations and general Occupational Safety and Health Standards.

SECTION 14. INDEMNITY.

- 14.1 In consideration of a separate and specific consideration of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, CONTRACTOR shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of CONTRACTOR, its subcontractor(s), agents, servants or employees in the performance of services under this Agreement unless such claim, demand or cause of action arises as a result of the City's gross negligence or willful misconduct.
- 14.2 In addition, in consideration of a separate and specific consideration of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, CONTRACTOR shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of CONTRACTOR not included in the paragraph in the subsection above and for which the City, its agents, servants or employees are alleged to be liable.
- 14.3 Subsections 14.1 and 14.2 shall survive the termination or expiration of this Agreement. Subsections 14.1 and 14.2 shall not apply, however, to any such liability, that arises as a result of the willful misconduct or gross negligence of the City, its agents, servants or employees.
- 14.4 Subrogation.
The terms of insurance policies referred to in Section 12 shall preclude subrogation claims against CONTRACTOR, the City and their respective officers, employees and agents.
- 14.5 Force Majeure.
Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:
 - a. fire which renders at least thirty percent (30%) of the cumulative facilities unusable and which is not caused by negligence of CONTRACTOR;
 - b. Earthquake; hurricane; flood; act of God; civil commotion occurring at the Center during or in connection with any event; or other matter or condition of like nature; or
 - c. Any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, or war.

The parties hereto acknowledge that CONTRACTOR'S obligations and benefits hereunder may be negatively affected by an event of Force Majeure. If an event of Force Majeure occurs during the term of this Agreement, and provided further that CONTRACTOR'S payment(s) to the City for that contract year is greater than the applicable percentage payment, then the City Manager, in his sole discretion, may extend the term of this Agreement for a reasonable period of time; provided, however, such extension shall take effect only if CONTRACTOR agrees to such extension.

14.6 Labor Dispute.

In the event of a labor dispute which results in a strike, picket or boycott affecting the Center or operation described in this Agreement, CONTRACTOR shall not thereby be deemed to be in default or to have breached any part of this Agreement, unless such dispute shall have been caused by illegal labor practices or violations by CONTRACTOR of applicable collective bargaining agreements and there has been a final determination of such fact which is not cured by CONTRACTOR within thirty (30) days.

14.7 Waiver of Loss from Hazards.

The CONTRACTOR hereby expressly waives all claims against the City for loss or damage sustained by the CONTRACTOR resulting from fire, water, natural disasters/acts of God (e.g. hurricane, tornado, etc.), civil commotion, riot, or any other Force Majeure contemplated in Subsection 14.5 and Labor Dispute in Subsection 14.6 above, and the CONTRACTOR hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the City from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 15. DEFAULT AND TERMINATION.

Subsections 15.1 through 15.3 shall constitute events of default under this Agreement. An event of default by CONTRACTOR shall entitle City to exercise any and all remedies described as City's remedies under this Agreement, including but not limited to those set forth in Subsection 15.4. An event of default by City shall entitle CONTRACTOR to exercise any and all remedies described as CONTRACTOR'S remedies under this Agreement, including but not limited to those set forth in Subsection 15.5.

15.1 Bankruptcy.

If either the City or CONTRACTOR shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

15.2 Default in Payment.

In the event CONTRACTOR fails to submit any payment within five (5) days of its due date,

there shall be a late charge of \$50.00 per day for such late payment, in addition to interest at the highest rate allowable by law (currently 18% per annum). If any payment and accumulated penalties are not received within fifteen (15) days after the payment due date, and such failure continues three (3) days after receipt of written notice thereof, then the City may, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract; and may begin procedures to collect the Performance Bond or Alternative Security required in Section 4.1 herein.

15.3 Non-Monetary Default.

In the event that CONTRACTOR or the City fails to perform or observe any of the covenants, terms or provisions under this Agreement, and such failure continues thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event a defaulting party cures any default pursuant to this subsection, it shall promptly provide the other party with written notice of same.

15.4 City's Remedies for CONTRACTOR'S Default.

If any of the events of default, as set forth in this Section, by CONTRACTOR shall occur, the City may, after notice (if required) and the expiration of cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to the right to give to CONTRACTOR a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from City to CONTRACTOR. On the date so specified, CONTRACTOR shall then quit and surrender the Center to City pursuant to the provisions of Subsection 15.6. Upon the termination of this Agreement, all rights and interest of CONTRACTOR in and to the Center and to this Agreement, and every part thereof, shall cease and terminate and City may, in addition to any other rights and remedies it may have, retain all sums paid to it by CONTRACTOR under this Agreement, including but not limited to, beginning procedures to collect the Performance Bond or Alternate Security required in Section 4.1 herein. In addition to the rights set forth above, City shall have the rights to pursue any and all of the following:

- a. The right to injunction or other similar relief available to it under Florida law against CONTRACTOR; and or
- b. The right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from CONTRACTOR'S default.

- 15.5 If any of the events of default, as set forth in this Section, by the City shall occur, the CONTRACTOR may, after notice (if required) and the expiration of the cure periods, as provided above, at its sole option and discretion, terminate this Agreement upon written notice to the City and/or sue for damages. Said termination shall become effective upon receipt of a written notice of termination by the City, but in no event shall CONTRACTOR

specify a termination date that is less than sixty (60) days from the date of the written termination notice. On the date specified in the notice, CONTRACTOR shall quit and surrender the Center, to City pursuant to the provisions of Subsection 15.6.

15.6 Surrender of Center.

At the expiration of this Agreement, or earlier termination in accordance with the terms of this Agreement, CONTRACTOR shall surrender the Centers in the same condition as the Centers was prior to the commencement of this Agreement, reasonable wear and tear, and City maintenance and repair obligations, excepted. CONTRACTOR shall remove all its equipment, fixtures, personal property, etc. upon five (5)-business days written notice from the City Manager unless a longer time period is agreed to by the City. The CONTRACTOR'S obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of the Center after termination of the Agreement without the City's approval shall constitute trespass by the CONTRACTOR, and may be prosecuted as such. In addition, the CONTRACTOR shall pay to the City two hundred dollars (\$200) per day as liquidated damages for such breach of this Agreement.

15.7 Termination for Convenience.

Except for the first contract year during the Term of this Agreement, during which the City may only terminate this Agreement for cause, the City may terminate this Agreement at any time, at its convenience and without cause, upon providing the Contractor with sixty (60) days written notice. In the event of termination for convenience pursuant to this subsection, CONTRACTOR shall quit and surrender the Centers to City pursuant to the provisions of Subsection 15.6 hereof.

SECTION 16. ASSIGNMENT.

Except as otherwise provided in this subsection, CONTRACTOR shall not assign; sublease; grant any concession or license; permit the use of by any other person other than CONTRACTOR; or otherwise transfer all or any portion of this Agreement and/or of the Center (all of the forgoing are herein after referred to collectively as "transfers"), without the prior written consent of the City, which consent shall not be unreasonably withheld.

If there is a change in control of CONTRACTOR, then any such change in control shall constitute a "transfer" for purposes of this Agreement and shall be approved by the City Commission prior to consummation of such change in control. "Change in control", for purposes hereof, shall mean a change of the ownership, directly or indirectly, of greater than 10% of the voting or ownership interest or right to profits in such CONTRACTOR, by means of one or more transfers, sales, mergers, consolidations, dissolutions or otherwise; provided that the foregoing shall not be deemed to include (i) a pledge or collateral assignment of the profits of CONTRACTOR in connection with any financing, provided such pledge or collateral assignment is subordinate to the rights of the City to the fees payable to the City pursuant to subsection 4.2.1 hereof; (ii) any transfer to other owners of CONTRACTOR or to trusts the beneficiaries of which are any owner(s) of CONTRACTOR or member(s) of their immediate family; or (iii) a change in the ownership of CONTRACTOR through a registered public offering of shares in CONTRACTOR ((i), (ii) and (iii) above collectively are referred to herein as the "Transfer Exclusions"). Except for the Transfer Exclusions, any change of the ownership, directly or indirectly, of 10% or less of the voting or ownership interest or right to profits in such CONTRACTOR (a "Minor Change"), by means of one or more transfers, sales, mergers, consolidations, dissolutions or otherwise, shall be subject to the approval of the City Manager.

CONTRACTOR shall notify the City of any proposed transfer, and shall notify the City Manager of any proposed Minor Change, prior to consummation of same and the City or the City Manager, as applicable, shall respond within thirty (30) days. In the event that any such transfer or Minor Change is approved, the transferee shall agree to be bound by all the covenants of this Agreement required of the transferor hereunder. Any transfer or Minor Change made without complying with this Section shall be null, void, and of no effect and shall constitute an act of default under this Agreement. Notwithstanding any such consent, or any permitted transfer or Minor Change under any provision of this Section, unless expressly released by the City, CONTRACTOR shall remain jointly and severally liable (along with each approved transferee, who shall automatically become liable for all obligations of the transferor hereunder with respect to that portion of the Agreement so transferred), and the City shall be permitted to enforce the provisions of this Agreement directly against CONTRACTOR or any transferee of the CONTRACTOR without proceeding in any way against any other person.

SECTION 17. SPECIAL EVENTS.

17.1 CONTRACTOR'S proposed uses, as defined in Section 3 herein, contemplates the production, promotion or sponsorship by the CONTRACTOR of tennis related special events at the Center. For purpose of this subsection 17.1 only, CONTRACTOR'S "Special Event" shall mean any event in which CONTRACTOR shall dedicate, and close to the general public, 50% or more of the Center's tennis courts. In the event CONTRACTOR does produce, promote or sponsor a Special Event at the Center, other than those provided for in this Agreement; it shall abide by the City's Special Events Permit Requirements and Guidelines. For any use, other than those provided for in this Agreement, a Special Events Permit may be required, and if required, shall be obtained through the City's Office of Arts, Culture and Entertainment. The City Manager's authorization must be obtained for any such Special Event. The City Administration shall evaluate requests for Special Events Permits on a case by case basis, in accordance with the City's Special Event Permit Requirements and Guidelines.

17.2 City Special Events.

Notwithstanding Subsection 17.1 above, and in the event that the City, at its sole discretion, deems that it would be in the best interest of the City, the City reserves the right to utilize the Center for City produced tennis related special events and/or other City-produced special events productions. In such cases, the City will coordinate with the CONTRACTOR to cooperatively produce such events. The City shall make its best effort to negotiate with CONTRACTOR but if unsuccessful the CONTRACTOR shall cease and desist operations during the term of, and in the area of the special event and/or production. If the CONTRACTOR is not required to close, or chooses to remain open without interference to the special event and/or production, CONTRACTOR agrees to cooperate with the City. If the CONTRACTOR is allowed to remain open during special events and/or productions, the CONTRACTOR may be allowed to have in operation its normal daily complement of equipment and staff. "Normal" shall be defined as equipment and staff, approved by the City, that the CONTRACTOR has available for the public on a normal day, 365 days per year. Such equipment or staff shall not be increased or altered during special events and/or productions without the prior written permission of the City Manager. To the extent that the normal daily complement of equipment and staff is displaced by the special event and/or production, the CONTRACTOR may reallocate such displaced equipment and staff on a pro-rata basis within the Center not being utilized by the special event.

SECTION 18. NO IMPROPER USE .

The CONTRACTOR will not use, nor suffer or permit any person to use in any manner whatsoever, the Center or any facilities herein for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or Municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The CONTRACTOR will protect, indemnify, and forever save and keep harmless the City, its agents, employees and contractors from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the CONTRACTOR, or any of its subcontractors, employees or agents. In the event of any violation by the CONTRACTOR or if the City or its authorized representative shall deem any conduct on the part of the CONTRACTOR to be objectionable or improper, CONTRACTOR shall be deemed to be in default of this Agreement should CONTRACTOR fail to correct any such violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving written notice of the nature and extent of such violation, conduct, or practice.

SECTION 19. NOTICES .

All notices, consents, waivers, directions, requests or other instruments of communications provided for under this Agreement, shall be deemed properly given if, and only if, delivered personally or sent by registered or certified U.S. mail, postage pre-paid, as follows:

IF TO THE CITY:

Jimmy L. Morales
City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to:

John Rebar, Director
Parks and Recreation
2100 Washington Avenue
Miami Beach, Florida 33139

IF TO CONTRACTOR:

Mr. Howie Orlin, Manager
Miami Beach Tennis Management, LLC
1079 NE 96th Street
Miami Shores, Florida 33138

The CONTRACTOR and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

SECTION 20. LAWS .

20.1 Compliance.

CONTRACTOR shall comply with all applicable City, County, State, and Federal ordinances, statutes, rules and regulations, including but not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations.

20.2 Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. In case of any inconsistency between the terms of this Agreement, and any applicable general or special law, said general, special law shall prevail.

20.3 Equal Employment Opportunity.

Neither CONTRACTOR nor any affiliate of CONTRACTOR performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, sexual orientation, and disability, as defined in Title I of ADA.

20.4 No Discrimination.

The CONTRACTOR agrees that there shall be no discrimination as to race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability, in its employment practices or in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation within the Center. All services offered at the Center shall be made available to the public, subject to the right of the CONTRACTOR and the City to establish and enforce rules and regulations to provide for the safety, orderly operation and security of the Center.

Pursuant to Sections 62-90 and 62-91, of Chapter 62, of the Miami Beach City Code entitled "Human Relations", CONTRACTOR, by executing this Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status and age or disability.

SECTION 21. MISCELLANEOUS.

21.1 No Partnership.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and CONTRACTOR.

21.2 Modifications.

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto. CONTRACTOR acknowledges that no modification to this Agreement shall be binding on the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager or his designee.

21.3 Complete Agreement.

This Agreement, together with all exhibits attached hereto, constitutes all the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the matters as contemplated herein.

21.4 Headings.

The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

21.5 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21.6 Clauses.

The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration or benefits that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

21.7 Severability.

If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement shall not be affected thereby and this Agreement as so modified shall remain in full force and effect.

21.8 Right of Entry.

The City, at the direction of the City Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Center for the purposes of examining the same for any reason relating to the obligations of parties to this Agreement.

21.9 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, facility, equipment or space is leased to the CONTRACTOR, that CONTRACTOR is a contractor providing management services for the City and not a lessee; and that the CONTRACTOR'S right to manage and operate the Center for the City shall continue only so long as this Agreement remains in effect.

21.10 Signage.

CONTRACTOR shall provide, at its sole cost and expense, any required signs on the Center. All advertising, signage and postings shall be approved by the City, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by CONTRACTOR at the Center shall be subject to the prior written approval of the City as to size, shape and placement of same.

21.11 Conflict of Interest.

CONTRACTOR shall perform its services under this Agreement and conduct the professional tennis management and operations contemplated herein, in a manner so as to show no preference for other tennis operations/facilities owned, operated, managed, or otherwise controlled by CONTRACTOR with regard to its responsibilities pursuant to this Agreement.

21.12 Reasonableness.

Notwithstanding anything to the contrary in this Agreement, including but not limited to references to "sole option" or "sole discretion" or words of similar meaning, in each instance in which the approval or consent or other action of the City Commission or the City Manager or his designee is allowed or required in this Agreement, such approval, consent or other action shall not be unreasonably withheld, conditioned or delayed.

21.13 Procedure for Approvals and/or Consents.

In each instance in which the approval or consent of the City Manager or his designee is allowed or required in this Agreement, it is acknowledged that such authority has been expressly provided herein to the City Manager or his designee by the Mayor and City Commission of the City. In each instance in which the approval or consent of the City Manager or his designee is allowed or required in this Agreement, CONTRACTOR shall send to the City Manager a written request for approval or consent (the "Approval Request"). The City Manager or his designee shall have up to sixty (60) days from the date of Approval Request to provide written notice to CONTRACTOR approving of, consenting to or disapproving of the request. However, the City Manager or his designee's failure to consider such request within this time provided shall not be deemed a waiver, nor shall CONTRACTOR assume that the request is automatically approved and consented to. The Subsection shall not apply to approvals required herein by the Mayor and City Commission.

21.14 No Waiver.

No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a waiver in the future of the same covenant or condition or of any other covenant or condition of this Agreement.

21.15 No Third Party Beneficiary.

Nothing in this Agreement shall confer upon any person or entity, including, but not limited to subcontractors, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

SECTION 22. LIMITATION OF LIABILITY.

The City desires to enter into this Agreement placing the operation and management of the Center in the hands of a private management entity only if so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of \$100,000.00. CONTRACTOR hereby expresses its willingness to enter into this Agreement with a \$100,000.00 limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of \$100,000.00, the receipt of which is hereby acknowledged, the City shall not be liable to CONTRACTOR for damages to CONTRACTOR in an amount in excess of \$100,000.00, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

SECTION 23. VENUE.

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **CITY AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND CONTRACTOR MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CENTER.**

SECTION 24. FLORIDA PUBLIC RECORDS LAW .

Pursuant to Section 119.0701 of the Florida Statutes, if the CONTRACTOR meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the CONTRACTOR shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the CONTRACTOR upon termination of this Agreement. Upon termination of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

CONTRACTOR'S failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the CONTRACTOR does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

SECTION 25. PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES .

Expanded polystyrene, a petroleum byproduct commonly known as Styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene and encourage the use of reusable, recyclable, or compostable alternatives.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of


techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

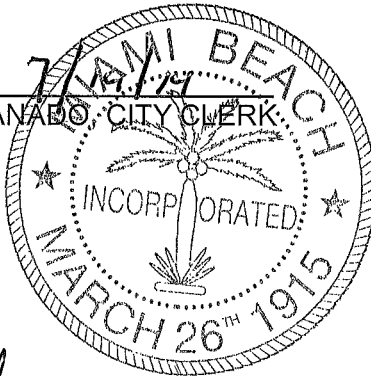
CONTRACTOR agrees not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles at any of the Centers. A violation of this section shall be deemed a default under the terms of this Agreement. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the CONTRACTOR.


IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:



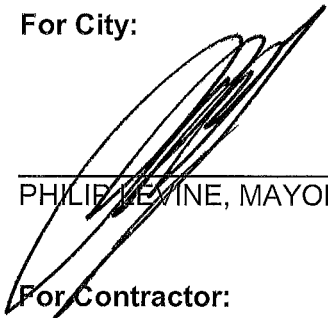
RAFAEL E. GRANADO, CITY CLERK





Print Name: John Rebar

For City:



PHILIP LEVINE, MAYOR


For Contractor:


Miami Beach Tennis Management, LLC



HOWARD ORLIN, MANAGER

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney 

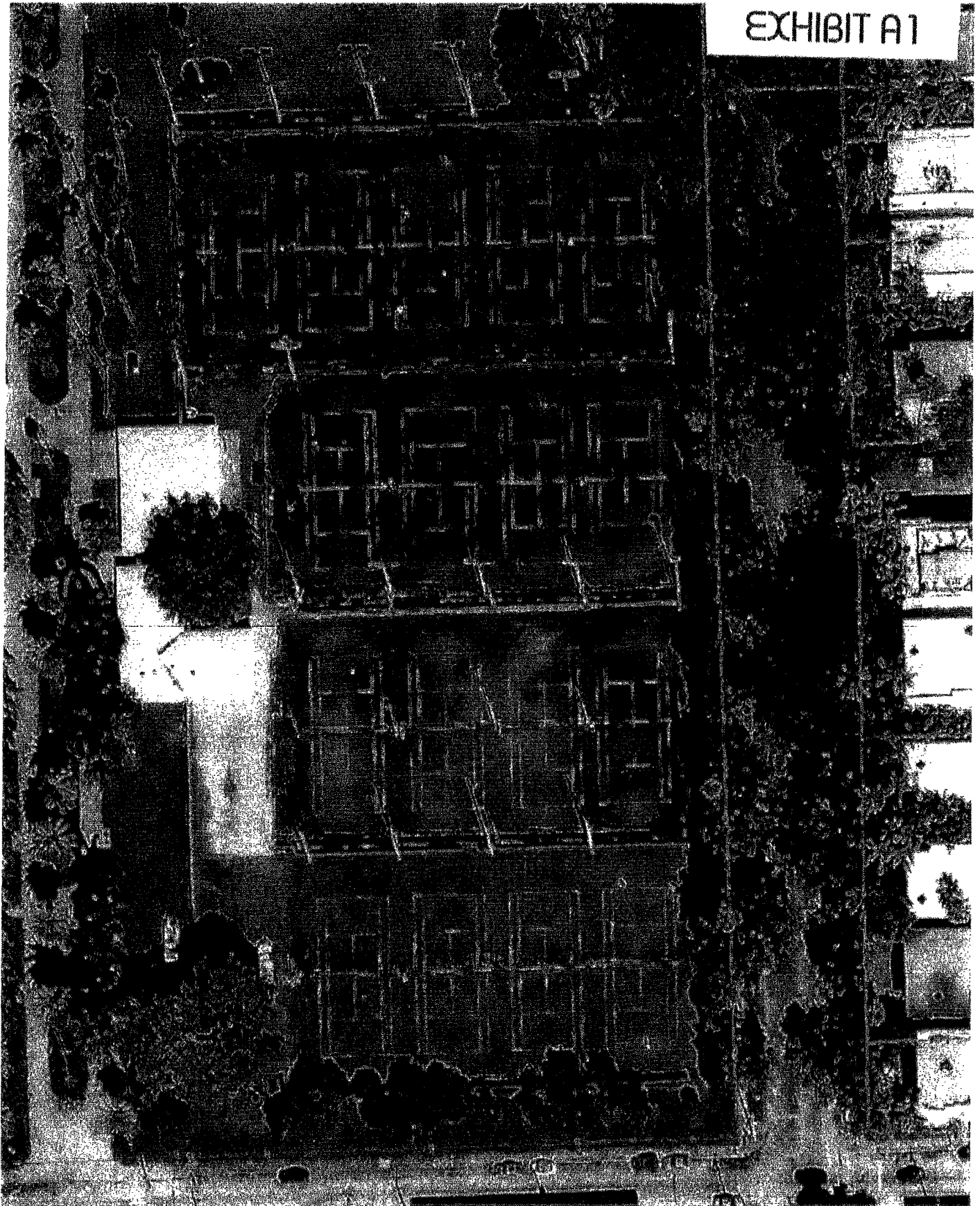
7/9/14

Date

**EXHIBITS TO
MIAMI BEACH TENNIS MGMT, LLC.
AGREEMENT TO PROVIDE
PROFESSIONAL TENNIS
MANAGEMENT AND OPERATIONS
SERVICES AT THE CITY'S
FLAMINGO AND NORTH SHORE
TENNIS CENTERS**

Exhibit "A-1" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

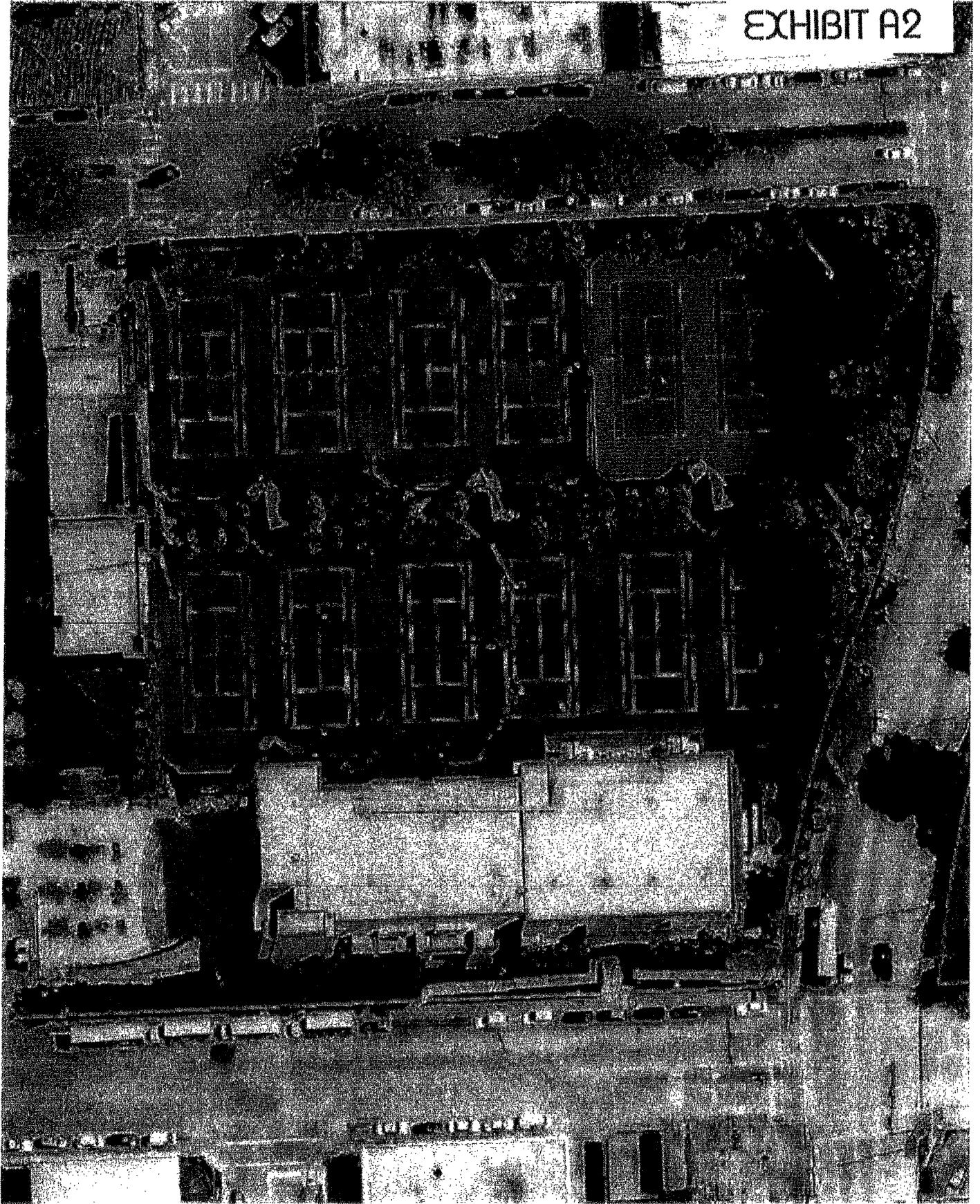
EXHIBIT A1



The Flamingo Park Tennis Center
11th St. & Jefferson Ave. Miami Beach

Exhibit "A-2" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

EXHIBIT A2



North Shore Youth Center Tennis Courts
350 73rd St, Miami Beach

Exhibit "B" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

Miami Beach Tennis Centers

Flamingo Park & North Shore Park Tennis Fees

<u>Annual Membership Fees</u>	<u>Resident</u>	<u>Non-Resident</u>
Youth (Under 18)	\$ 75	\$250
Adult Single	\$210	\$550
Senior (65+)	\$175	\$425
Family 2 Adults/2 Youth	\$500	\$1,250
(Each additional child)	\$50	\$75

<u>Court Fees</u>	<u>Resident</u>	<u>Non-Resident</u>
Hourly Rate	\$5.00	\$10.00
Hourly Light Fee <i>(for Night Play)</i>	\$1.50	\$ 1.50

**Memberships are sold annually in accordance with the City of Miami Beach Fiscal Calendar Year October 1st through September 30th. A prorated 6 month membership from April 1 through September 30 is available at a 50% reduction from the annual membership rate.*

Specialized Play and Youth Tennis

The CONTRACTOR agrees that the City's Parks and Recreation Department programs or co-sponsored programs will have use of at least 2 courts at each Center, at no charge to the City, twice per week, for a minimum of two hours for each court, between the hours of 11:00 a.m. and 5:00 p.m., and any time after 7:00 p.m., to provide free instructional lessons to after-school participants. Use of courts pursuant to the immediately preceding sentence shall be deemed to be the utilization of courts for public usage.

The CONTRACTOR also agrees to provide fee waivers and/or fee reductions in pricing for programs (i.e. clinics, academies, lessons, camps, etc.) for those City of Miami Beach residents from low socio-economic backgrounds who qualify. The CONTRACTOR agrees to utilize the same criteria for determining eligibility for fee waivers or reductions as being used by the City of Miami Beach Parks and Recreation Department at the time of the request. Fee waivers do not apply to private lessons unless agreed upon by CONTRACTOR.

The CONTRACTOR shall also offer free and/or affordable programming for Miami Beach residents with disabilities (i.e. Wheelchair Tennis) and for Miami Beach Senior residents. The CONTRACTOR will make provisions for summer and specialty camps, which camp programs will include, without limitation, camp programs for people with disabilities and for Seniors based on the established Parks and Recreation Department format.

Additionally, in connection with the Parks and Recreation Department summer camp program ("Parks Summer Program"), Contractor agrees to provide two instructors, who will provide tennis classes for the participants enrolled in the Parks Summer Program, for one week during the scheduled Parks Summer Program, for a total of ten (10) hours, typically between the hours of 9:30 am and 12:00 pm, for the total fee of \$850.00 ("Parks Tennis Camp"). CONTRACTOR and City shall reach an agreement with respect to the dates, times and location for the Parks Tennis Camp. The location for the Parks Tennis Camp may be at one of the Centers or at Nautilus Middle School, with the Parks and Recreation Department being responsible for the transportation of the participants to the Parks Tennis Camp site and CONTRACTOR ensuring that two qualified instructors provide the requisite instruction at the Parks Tennis Camp site.

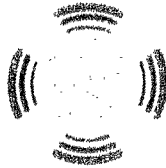
Applicable sales taxes will be applied to all rates.

Exhibit "C" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

**Miami Beach Tennis
Management LLC**
Business & Operations Plan

Request for Proposal No. 095-2013ME
Prepared for Flamingo Park and North
Shore Park Tennis Centers

Exhibit "C"



MIAMI BEACH TENNIS
MANAGEMENT

March 28, 2013

Ms. Maria Estevez
Procurement Assistant Director
City Hall
Procurement Division, 3rd Floor
1700 Convention Center Drive
Miami Beach, FL 33139

Dear Ms. Estevez,

Even in this day and age of technological marvels, tennis is one of the most analog activities around. At its most fundamental, the sport is little more than a ball being hit back and forth across a net. Our goal is to take this simple game — originated in France in the 12th century — and bring it into the 21st century through application of state-of-the-art management, technology, and social media activities.

In so doing, the city and the voters of Miami Beach will benefit from significantly increased revenue, a world-class amenity for locals and visitors, and increased enjoyment for all Miami Beach residents and tourists, regardless of age, gender, physical abilities, or any other consideration which may have caused them to stand aside in the past.

What we offer is both proven, best-of-breed tennis management combined with the same marketing and technology know-how and team that has catapulted Miami tourism to its epic heights. Fasten your seat belts because the future of tennis is here.

We look forward to the opportunity to oversee the management and operations of the Flamingo and North Shore Park Tennis Centers.

Sincerely,

Howie Orlin
President and Executive Director

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REFERENCES

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MESSAGE FROM THE PRESIDENT AND FOUNDER

My vision was precise. I wanted to form Miami Beach Tennis Management; a company to nurture and grow inclusive, diverse tennis participation throughout the Miami Beach community. Simply put, I wanted to make a difference and give back to a community I love, a community that has given me and my family so much over three generations.

To those that don't know me well, tennis is not just my profession, it is my life's passion. For me, growing up in Miami Beach and playing at the local courts and then later serving as the Tennis Center Manager/Director for Flamingo Park for 26 years (1974-2002), often seems like a vivid yet distant dream from the past. Many of you may not know that my father also taught tennis in Miami Beach throughout his career, and instilled in me a solid work ethic. The opportunity to return and manage the facilities was not an easy decision. Ultimately, in the end, for me, it became an opportunity to come home.

But to do this right, I had to put together an "A Team" of world-class operators to manage this key City of Miami Beach community asset. My leadership team had to be able to "touch" and serve diverse community needs, set the industry standard for superior clay court maintenance, possess unbreakable infrastructure and financial controls, with social media applications and management systems second to none. And, it had to provide instructional services to the whole community - youth, adult, senior, adaptive and wheelchair - regardless of economic means.

In 1980, *TENNIS* magazine named the fifty (50) greatest US public tennis facilities. Of which, Flamingo Park was listed as one of the country's best public places to play. Due to our dedication to encouraging and serving the local tennis players, our municipal facilities are the backbone of the game, and perhaps the truest measure of how tennis has progressed and continues to grow throughout the United States.

My MBTM team has the components to operate the Miami Beach facilities, implement the shared vision, and return Miami Beach tennis to World Class Status. We welcome the opportunity to serve the City of Miami Beach.

Sincerely,



Howie Orlin
President and Executive Director
Miami Beach Tennis Management LLC

METHODOLOGY AND APPROACH

Mission Statement

Miami Beach Tennis Management (MBTM), a full service tennis management company, specializes in the management of public tennis centers and is dedicated to developing, promoting, teaching, and evaluating community focused tennis programs.

Company

The firm, founded by Mr. Howie Orlin, manages, maintains, and develops world-class public tennis facilities. Mr. Orlin has spent nearly four decades promoting tennis. Prior to his current position, he was the Director/Manager of the Flamingo Park Tennis Center for 26 years (1976-2002). He has spoken at USPTA seminars throughout the country. His contributions and leadership have created the standard for public tennis facility management.

The firm's brand and management services increase program revenues, improve community relations and increase new membership. As the "experts" in public facility management, core competencies include maintenance operations, instructional services, marketing, pro shop, food and beverage operations, administrative facility management, and community outreach programs.

Corporate Responsibility

MBTM's philosophy is to integrate into the Miami Beach community as a "good corporate citizen;" establishing a balance between developing revenue opportunities for the City, increasing employee fulfillment and quality of life, providing excellent customer service, and serving the Miami Beach environment and community.

As a partner to the USTA, our "Outreach" helps Miami Beach tennis grow and prosper. As tennis can be modified to most environments, player conditioning levels, or physical disability, MBTM develops playing opportunities for ALL individuals through inclusion, knowledge and support, regardless of disability, age, nationality, gender, race or sexual orientation. With the USTA, MBTM supports programming for individuals with physical, developmental, and environmental challenges.

Services

- Membership
- Tennis Instruction
- Camps, Events, League
- Hospitality Packages
- Academy (in residence)
- Food and Beverage
- Pro Shop

Differentiators

- Experts in public tennis facility management
- World-class on-site maintenance with Welch Tennis partnership
- Community development through outreach programs and public service
- Solid Miami Beach partnership with aggressive revenue sharing to serve other City needs
- Marketing, social media and mobile platform experts, with TURKEL Brands
- Financial control systems with full transparency and accountability, through partnership with ActiveNet
- MBTM controller has experience with Miami Shores and Miami Beach golf operations (PCM contract)
- Strategic philanthropy targeting "long-view" City goals

Mr. Orlin has spent four decades in tennis. Directed Flamingo from 1976-2002. Former nationally ranked player and college All-American.

The corporate philosophy is to integrate into the community, serving all constituents and stakeholders.

- Leadership
- Public tennis experts
- Maintenance experts
- Community stewards
- Serving Miami Beach
- Marketing, social media and mobile experts
- Financial control
- City revenue share
- Strategic philanthropy

Management Control Team

Howie Orlin—President & Executive Director. A former nationally ranked and a college All American, with nearly four decades of tennis experience as a player, coach and teacher, he directed Flamingo from 1976-2002.

Rodney Harmon—Director, Instructional Operations. Former Director Multicultural Programs at USTA, and Director of Tennis for USTA as well as the Beijing Olympics U.S. tennis team coach (2008).

Bruce Turkel—Director, Marketing. Mr. Turkel, a marketing and social media expert, is the CEO of TURKEL Brands, a leading marketing and communications firm.

Esme' Market—Controller. Performs this function for Miami Shores currently. She will oversee all financial control, HR and compliance activities.

Joe Cawley-- Director, Corporate Development. Holds 25 years of strategy consulting & investment banking experience.

Advisory Board

George Todd-- President, Welch Tennis

Bob Schaeffer-- USTA and ActiveNet

Brad Parks—Wheelchair Tennis Founder

Facility and Maintenance

Expertise in tennis facility maintenance programs is vital to the quality of operations. The MBTM "hands on" approach improves, both actual and perceived, maintenance and "playability" of tennis courts through continuous quality improvement programs. In partnering with Welch Tennis, one of the leaders in tennis court construction, design and maintenance, we will assure and provide that all maintenance services conform and exceed industry standards. The Welch maintenance plan is part of the Quality Control/Quality Assurance management plan.

Marketing Strategy

MBTM in partnership with TURKEL Brands will use innovative social media and other mobile and locational technologies to build, maintain and service key constituents and stakeholders. These precision strategies combined with TURKEL Brands' expertise in City of Miami Beach will allow the team to deliver additional revenue streams to the City, enhance membership service, and grow sales in all the key revenue segments.

Welch Tennis has been contracted to manage the maintenance for both facilities.

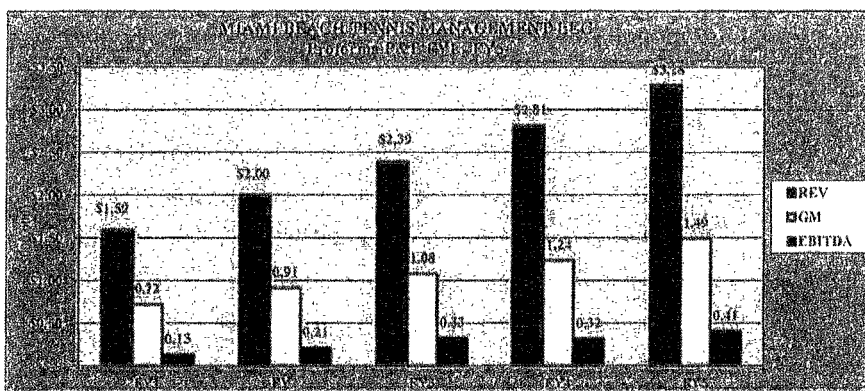
The Management Control Team is listed to the left with bios in the Management section and full resumes, CVs in the Appendices.

TURKEL Brands is expert in the use of social media and other technologies to build brand awareness, corporate ideals, member and community concerns.

Through the use of solid partnerships and enabling technologies, MBTM generates returns for all stakeholders.

MBTM proforma City revenue share forecasts are to the left.

Financial Projections



Miami Beach Financial Returns

	FY1	FY2	FY3	FY4	FY5
Facility Rental	\$ 120,000	\$ 123,600	\$ 127,308	\$ 131,127	\$ 135,061
Revenue Share	\$ 37,706	\$ 58,230	\$ 77,583	\$ 98,651	\$ 122,220
Totals>>>>>	\$ 157,706	\$ 181,830	\$ 204,891	\$ 229,779	\$ 257,281

MIAMI BEACH TENNIS MANAGEMENT LLC

The firm, founded by Mr. Howie Orlin, manages, maintains, and develops world-class public tennis facilities. Mr. Orlin has spent nearly four decades promoting tennis. Prior to his current position, he was the Director/Manager of the Flamingo Park Tennis Center for 26 years (1976-2002). He has spoken at USPTA seminars throughout the country. His contributions and leadership have created the standard for public tennis facility management. As the "experts" in public facility management, core competencies include maintenance operations, instructional services, marketing, pro shop, food and beverage, administrative facility management, and community outreach programs.

Corporate responsibility philosophy is to provide stewardship to the Miami Beach community as a "good corporate citizen;" through balancing revenue opportunities for the City, increasing employee fulfillment and quality of life, providing excellent customer service, and serving the Miami Beach environment and community. As a partner with the USTA (United States Tennis Association), our "Outreach" helps Miami Beach tennis grow and prosper. As tennis can be modified to most environments, player conditioning levels, or physical disability, MBTM develops playing opportunities for ALL individuals through inclusion, knowledge and support, regardless of disability, age, nationality, gender, race or sexual orientation. With the USTA, MBTM supports programming for individuals with physical, developmental, and environmental challenges.

Howie directed the Flamingo Tennis Center from 1976-2002. He is expert in public tennis management.

One way the firm serves the Miami Beach community is through a USTA-outreach partnership.

MBTM serves the Miami Beach community as a good corporate citizen, developing outreach programs for all, inclusive of all.

STRATEGIC PARTNERSHIPS

- Welch Tennis—world-class maintenance provider to service both facilities,
- TURKEL Brands—world-class marketing and communications firm based in Miami, experts in social media and other technologies to build awareness and community buy in,
- Professional Course Management (PCM)—manages Miami Beach Golf Club, Normandy Shores Golf Club and Miami Shores Golf Club. Their management and financial control systems currently provide reporting and other detail as needed for City of Miami Beach transparency.
- USTA—implementation of youth, adult, senior and adaptive programs and services.
- ActiveNet—Powering the world's activities and connecting People with the things they want, need and love to do.

MBTM augments its core competencies with solid performers as consortium partners.

- Welch
- TURKEL Brands
- PCM
- USTA
- ActiveNet

CORPORATE RESPONSIBILITY PLAN

The plan details how our company interacts with the Miami Beach community as good corporate citizens that strive to make the City better; how it rewards employees, develops optimal customer satisfaction, supports the local community and sustains the environment in which we live and breathe.

Community

MBTM will make a difference by participating and partnering with the local Community Tennis Association (CTA) in order to coordinate and maintain tennis programs and services, guaranteeing that they are open and accessible to all. This mission is fueled by local volunteers that promote and develop the game of tennis in partnership with the community. The participation with CTA will augment the MBTM mission statement.

Diversity and Inclusion

Diversity and inclusion are a core driver of the MBTM mission. Diversity allows us to touch all of America and inclusion allows all of America to touch us. At this time it is important that all tennis companies identify and lead to remove barriers so that tennis reflects all of America. MBTM is committed to enhancing the diversity of the workplace through recruitment, hiring, retention, training and professional development of a diverse group of employees. The firm will maintain and promote an inclusive culture in which individual differences are respected and valued as qualities that strengthen our overall working environment and accelerate the ability to promote and develop tennis growth at every level.

Rodney Harman, the 2011 recipient of the USTA Outstanding Diversity Achievement award and former Director of Multicultural development for the USTA, has worked with various USTA sectional staff and volunteers, allied organizations, local programs, coaches and players to help provide tennis to underserved communities. He was able to introduce with the help of the USTA Multicultural Participation Committee and the USTA Board of Directors, a new individual Grant Program to provide funding to young players to participate in regional and national tournaments.

Rodney has continued his work with the Camp Ace Programs in the USTA Florida Division, by providing on court training to male and female multicultural players. Additionally, he ran the Mal Washington Kids Program Fundraiser started by the former Wimbledon Tennis Finalist, to provide tennis and educational opportunities to urban communities. He also served on the Board of the Greater Miami Tennis Foundation.

Additionally, for Juniors, MBTM will provide Junior team tennis, coach Miami Beach school teams and host tournaments.

Rodney Harman - 2011 recipient - USTA Outstanding Diversity Achievement award.

Corporate culture maintains and promotes inclusion and diversity.

The firm will partner with the Community Tennis Association.

Military Outreach and Support for Veterans

As an example, MBTM supports a military outreach program "ADOPT A UNIT TODAY." It demonstrates a commitment to military families and service members. It will be an ongoing partnership, as MBTM gives back to those who give so much for our country. In partnership with the USTA, we will reach, serve and support the military with direct services impacting over 100,000 service members and their families.

The military outreach effort will continue to grow as volunteers continue to reach out to additional military communities, such as those disabled in combat, hoping to extend wheelchair and adaptive tennis applications to these wounded warriors. By sending portable tennis equipment with instructions and educational information on tennis, it allows the tennis community to show support and to introduce soldiers and veterans to a recreational means to foster reintegration with family, friends and community upon return from combat operation in a conflict zone.

Financial Capacity

Financial disparity is often identified as the most significant barrier preventing multicultural players fully participating in tennis. To help boost tennis participation among aspiring multicultural players, MBTM is actively involved in the Multi-Grant Program which offers grants to programs and players with less monetary resources. The MBTM team, along with the USTA, partners with numerous charitable organizations to fulfill this mission to promote the game of tennis in all socio-economic status groups.

Wellness Programs

MBTM offers wellness Programs for its employees in order to inform and assist in living a healthier life style. Preventive health screening reduces health risks. In addition nutritionists are available to teach our staff about proper diet and nutrition. Workplace exercise classes are an excellent way to promote regular physical activity. By providing employee tennis classes, tournaments and corporate leagues, our wellness programs offer a balanced work environment, essential to an overall successful operation.

Environmental Sustainability

Lastly, our team is environmentally conscious and supportive of the City's Sustainability Plan to improve our livable shared resources, prevent harm to the natural environment, protect human health and benefit the social, economic and environmental well-being of the Miami Beach community for present and future generations.

Employee Incentive Programs

MBTM employee incentive programs reward exceptional employees for reaching work goals and objectives, performing superior customer service, or simply just "doing a good job." The employee incentive programs are mutually beneficial, increasing employee motivation, morale, loyalty and productivity, and reducing absenteeism and turnover. It fosters an environment that is conducive to success. Our recognition programs award perfect attendance, community service, compliance with quality controls and maintenance performance. From gift certificates to media entertainment programs, our employees are crucial to our success. MBTM will create new jobs for our residents of the City of Miami Beach. Employment opportunities in maintenance operations, administration, instructional programs and services and marketing are open to all residents.

Brad Parks founder of wheelchair tennis is committed to bringing USTA programs to Miami Beach.

MBTM supports military families.

Expand access to all regardless of financial capacity.

MBTM offers Wellness Programs to its employees. It will extend this benefit to our partner the City of Miami Beach's employees.

Specific information about Environmental Sustainability and Employee Incentive Programs is located in the HR and Compliance section.

SERVICES OFFERING

MBTM provides the following spectrum of products and services. Many of these components will lead to increased hotel and other tourist related spending, which leads to more tax revenue to the City of Miami Beach. So, in addition to our guaranteed minimum payments and aggressive revenue share with Miami Beach, derivative tax revenue will also be provided to the City via the MBTM partnership.

Memberships—maintain, build and grow membership base through social media and other community building tools.

Clinics—one and a half hour group sessions; capped at six players per court. A typical configuration is four professionals, four courts and 24 players; offered to Miami Beach residents, non-residents and members.

Tennis Instruction—private and semi-private lessons to players of all abilities from certified and licensed tennis professionals with three levels of expertise.

Camps—certified, licensed and respected tennis professionals provide players the opportunity to improve their game, work hard, make new friends and most of all, have fun.

- For the youth and junior segments, MBTM will host summer camps and holiday camps. Full-day includes morning and afternoon sessions with lunch. A half-day session is also available, morning or afternoon
- For adults, weekly and weekend camps MBTM will be available to help them take their game to the next level

Specialty Events, Tournaments and League Play

- Specialty Events—Pro-Ams, fundraisers, charitable events
- Tournaments—U.S.T.A. sanctioned events, inter club, competitive ladder

Academy—an in residence program for those most committed to excellence. The best junior players come to the Academy to help achieve goals of playing on the Pro Tour or receiving a Division I NCAA scholarship. Players are challenged daily in preparation to compete with other top ranked juniors at National and International USTA tournaments. The junior tennis academy is designed to offer an elite and demanding tennis training schedule, and is known for its intensity on the court and dedication to player growth and development.

Hospitality Packages—pre-packaged services bundled with other Miami Beach programs; promoted and sold via hotels, Chamber related and other groups for corporate outings, individuals, couples and family. It is the perfect getaway providing a top tier vacation at one of our partner Miami Beach hotels.

Food and Beverage—a snack bar operation that will provide healthy food and beverages to both tennis and park patrons.

Pro Shop—features the latest tennis fashions and state-of-the art equipment for men, women and children. Everything from socks to sunblock and everything in between—rackets, shoes, apparel, duffle bags, sunglasses and other specialty items. Brands include Wilson, Prince, Babolat, Head, Nike, Fila, Lacoste, and New Balance. The facility also offers same-day racket stringing, game arranging, ball machine and racket rentals. In the future, MBTM will have a web storefront as well, offering products and services.

Camps, special events, tournaments, Academy and Hospitality will increase derivative tax revenue through lodging and other spending for the City of Miami Beach

ONLY certified and licensed professionals provide instructional services

MBTM host summer camps for youth and juniors, and weekly or weekend camps for adults, taking players to the next level

MBTM will host special events and tournaments

The Academy is an in residence program for the top Junior players providing an intense curriculum designed for those turning pro or seeking a Division I scholarship.

Hospitality Packages will be sold through the hotels to create an ideal vacation for the player in Miami

QUALIFICATIONS OF PROPOSER MBTM

EXECUTIVE TEAM

Howie Orlin --President and Executive Director. A former nationally ranked player and college All American at Clemson University, Howie has devoted close to four decades promoting the game of tennis. Prior to his current position, he was the Director/Manager of the Flamingo Park Tennis Center for 26 years (1976-2002). He has spoken at USPTA seminars throughout the country; his contributions and leadership set the standard for Public Facility Management. As a "hands on" manager, he is always present and readily accessible to address the needs of residents and guests. Currently the Director/Manager of the Miami Shores Tennis Complex at the Miami Shores Country Club, he oversees all tennis club operations, which include maintenance, instructional programs, marketing and administrative operations.

Rodney Harmon --Partner/Director of Instructional Operations. A former professional tennis player that reached the quarterfinals of the US Open and the third round of Wimbledon, Mr. Harmon has extensive experience instructing, coaching, managing and maintaining facilities. He will manage all instructional programming and service delivery for MBTM. Rodney serves currently as the Head Coach of the Georgia Tech women's tennis team.

In 2008 he served as the US Men's Tennis Team Coach for the Beijing Olympics. He is a three-time All American and the NCAA Doubles Champion. For the USTA, he has served as the Director of Tennis, Director of Multicultural Programs, and the USTA National Coach. He is a frequent contributor to the *Tennis Channel* and *TENNIS* magazine.

Bruce Turkel -- Partner/Director of Marketing. Bruce Turkel combines creativity and business acumen to help companies grow businesses by increasing brand value. He is a serial entrepreneur who has created a number of successful companies. Currently Bruce manages TURKEL Brands, his brand management agency (www.turkelbrands.com) headquartered in Miami, Florida. Bruce is also an accomplished author and speaker (BruceTurkel.com).

He has published three books on branding and marketing- *Brain Darts*, *New Design: Miami*, and *Building Brand Value*. He has spoken for *Fortune 100* companies including Nike, Toll Brothers and Discovery Channel at conferences such as DMAI, NAMM, MPI, and ProMax, and at leading universities including MIT and Harvard. He has been interviewed frequently by *CNN*, *FOX* and *NPR*, and has been featured in *The New York Times*, *The Miami Herald* and *Fast Company Magazine*.

Howie has four decades in all aspects of tennis. He Directed Flamingo from 1976-2002. Formerly, a nationally ranked player and college All American.

Rodney is the former USTA Director of Tennis from 2002-2008.

Bruce is the CEO of TURKEL Brands, a leading marketing and communications provider to Miami Beach.

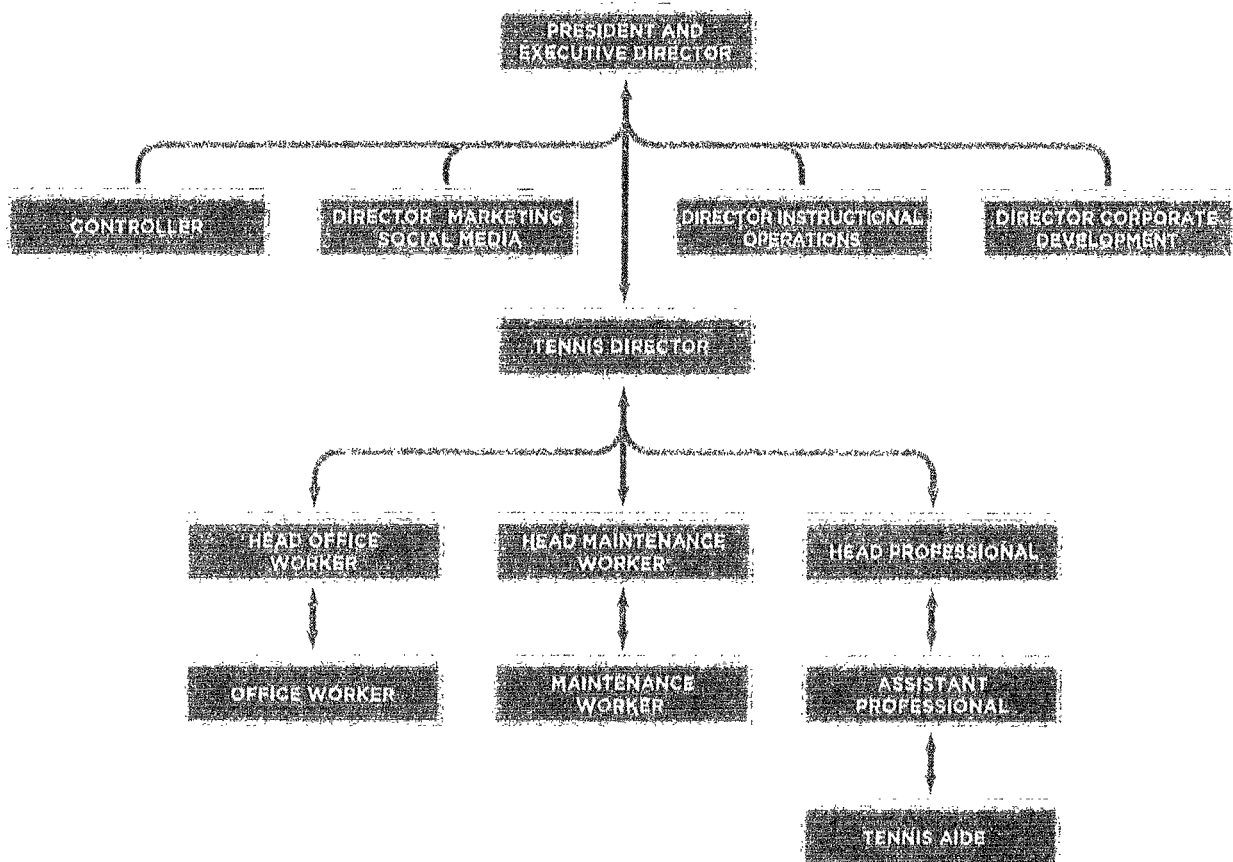
Esme is the Controller for Professional Course Management (PCM) at Miami Shores CC. PCM also manages the City of Miami Beach Golf Course.

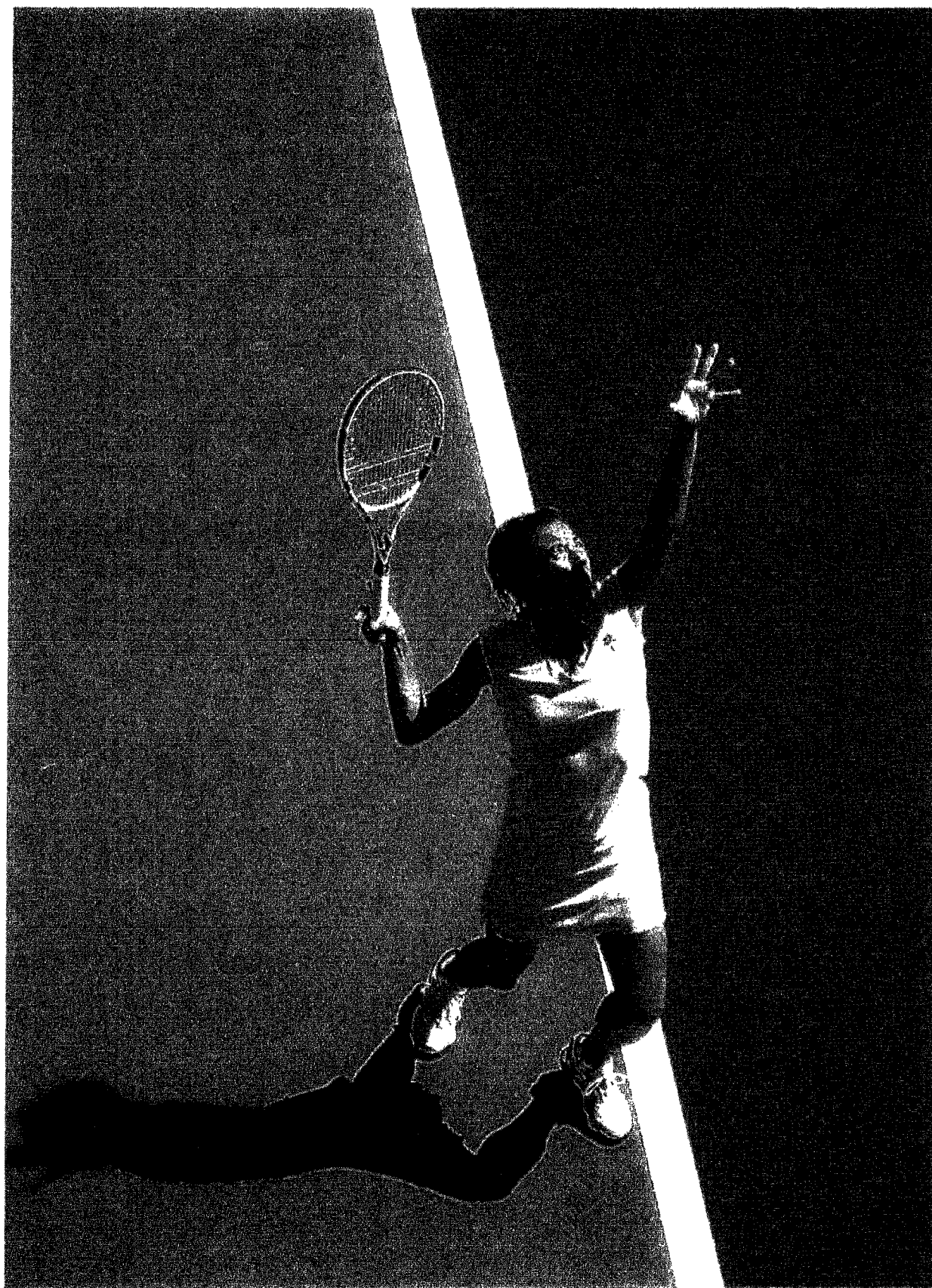
Joe has over 20 years of strategy consulting, investment banking and venture fund experience.

Other positions included Director, Mergers & Acquisitions for a PeopleSoft Global Alliance Partner, implementing an ERP growth strategy, the VP, Corporate Development for a technology firm, managing European special projects marketing initiatives. He helped develop technology transfer policy and performed technology assessments for Los Alamos Labs, liaising with Capitol Hill, Executive Branch, and European community-related organizations. He has a bachelor's degree from the University of North Carolina at Chapel Hill, in Political Science, and a Master's in Business Administration with concentrations in Strategic Management and Corporate Finance, from the University of Georgia.

ORGANIZATIONAL CHART

The chart below represents the management flow structure of MBTM. All details with respect to our Staffing Plan and Job Descriptions are located in the Facilities and Maintenance and Cost sections. The Organization Chart applies to both North Shore and Flamingo Park facilities independently.





INSTRUCTIONAL SERVICES AND PROGRAMMING

MBTM partners with the USTA to implement their youth, junior, adult, senior and adaptive programs and services. This creates a uniform system of teaching methods, fosters consistency and enhances player development. Mr. Rodney Harmon, the Director of Instructional Operations for MBTM is the former Director of the Multicultural Outreach division of the USTA from 1997-2002. In addition, he directed all aspects of the tennis program—as the Director of Tennis for USTA from 2002—2008. He serves on the United States Professional Tennis Registry (USPTR) Board of Directors and is the former coach of University of Miami.

MBTM will provide Miami Beach Parks and Recreation programs with 2 courts at each center twice per week on a schedule to be determined by City. It will provide After School free instructional programs at no cost to the City and will coach the tennis teams sanctioned by Parks and Recreation at no cost to the city. The firm will also offer demos on all aspects of tennis to the community, establish and manage tournaments, and promote junior tennis teams and leagues. In addition to providing community group clinics, MBTM will provide instructional services by certified licensed professionals for individuals, groups and clinics, commensurate with each client level.

Tennis youth programs offer “10 and under,” tournaments and foster national player development goals. For juniors, adults and seniors we will build an adaptive tennis capability. In addition to programming, MBTM will offer a USTA Junior Team tennis and USTA School Programs. MBTM will provide competitive programs with USTA leagues, Flex Leagues, Adult/Senior, Wheelchair and Adaptive Tennis.

Programming goals for the tennis centers are to provide clinics and programs for players of all ages and skill levels. From Wheelchair Tennis, Community Outreach and programs for Special Needs Populations, the firm wants everyone in the City of Miami Beach to know a program exists for them to enjoy the tennis experience.

YOUTH PROGRAMS (10 AND UNDER)

The 10-and-Under Tennis programs use the Quick Start Format for learning tennis. This format introduces tennis to children based on age, physical size, and ability. By modifying the court dimensions (36' or 60' in length courts), equipment (tennis rackets and balls), net height, and scoring system, coupled with a play component, children develop better technical and point playing skills.

The goal of all of our youth introductory programs is to develop—A(agility), B(balance) and C(coordination). MBTM focuses on the young players' enjoyment with games for skill development, understanding basic strategy and tactics, as well as learning the appropriate footwork patterns in all areas of the court.

*Rodney Harmon was the
Director of Tennis for the
USTA from 2002-2008.*

*MBTM will serve all age
and physical ability
segments— from youth
to seniors, wheelchair
and adaptive.*

*All Tennis Professionals
are certified and licensed.*

*All instructional services,
camps, and USTA affiliate
programs are currently in
place at the Miami Shores
Tennis Complex.*

*MBTM will use USTA
Partner instructional
programs.*

Ages 2 ½-4. Mommy and Me (Adult/Child) On-Court Activity - Interactive adult and child playtime introducing the fundamentals of tennis in a play-based environment. Progressive skill building – hand-eye coordination; movement and balance exercises through fun activities and games.

Ages 4-6. TFT - Tots ages 4 to 6: Players are introduced to the fundamentals of tennis through play-based activities and skills progressions. Use of red balls and 36' courts.

MBTM/USTA goals for youth are to "keep it fun" and "keep it safe," providing a solid foundation for player future development.

Ages 6-10

- QS 8 and Under (ages 6-8) – Based on age and skill level. Progression from red ball play on 36' courts to orange ball play on 60' courts.
- QS 10 and Under (ages 9-10) – Based on age and skill level. Orange ball play on 60' courts.
- QSMO – 10 and under (ages 7-10) – "Olympic" level players are progressing towards tournament participation. Orange ball play on 60' courts; Green ball play on 78' courts.
- QSTP – Tournament Prep (ages 7-10) – For players who are successfully competing in 8U and 10U tournaments. Green ball play on 78' court.

JUNIOR DEVELOPMENT PROGRAMS (AGES 10-18)

Ages 10-12

- Beginner – RED (1.0-1.5): Players are introduced to the fundamentals of tennis through drills and play based activities.
- Advanced Beginner – GREEN (2.0): Players have limited on court experience and are still developing their basic tennis strokes.
- Low Intermediate – BLUE (2.5): Overhead serves and games based drills are a focal point at this level.
- Intermediate – BRONZE (3.0): Players who have developed an overall game. They are starting to understand basic tactical and strategic approaches to match play.

Additionally, for juniors, MBTM will provide Junior team tennis, coach Miami Beach school teams and host tournaments.

Ages 13-17

- High School-Beginner – RED (1.0-1.5): Players are introduced to the fundamentals of tennis through drills and play based activities.
- High School-Advanced Beginner – GREEN (2.0): Players continue to perfect the basic tennis skills.
- High School-Low Intermediate – BLUE (2.5-3.0): They are introduced to the tennis game formal and scoring and begin to develop an understanding of the game.
- High School Team Player – Intermediate-Advanced (3.5-4.0): Players have developed an overall game. They are starting to understand certain basic tactical and strategic approaches to match play.

TOURNAMENT TRAINING PATHWAY (AGES 10-17)

High Performance Coaching provides a comprehensive “pathway” to excellence for serious junior tournament players. Our program includes fitness training, progressive development of physical, tactical, technical and mental skills combined with appropriate competitive play which is vital in the development of top players.

- **Foundation Phase (3.5) and Refinement/Transitional Phase (4.0) –**

This program is exclusively for junior competitors who have achieved high sectional rankings and have qualified for national ranking. Current USTA rank and age division will be factored in (3.5 – 4.0).

- **High Performance (4.5 and up)** This program is for top-ranked sectional and national caliber players. Each applicant must be approved by the Director of Tennis (4.5 and up).

Tournament training for serious players

This program serves as the foundation for the more comprehensive in residence Academy students

ADULT AND SENIOR PROGRAMS (AGES 19+)

USA Tennis 1-2-3—This program combines instruction and play while emphasizing the fun and social aspects of tennis.

- Level 1 is an instructional program for beginners and for new players. (1.0-1.5)
- Level 2 is for advanced beginners with limited experience, still working on getting the ball into play, can play points with serve. (2.0-2.4)
- Level 3 is for players familiar with basic positions for singles and doubles, can play games with serve. (2.5-3.0)
- Level 4 is for players who have graduated Level 3 with 3.0 NTC rating.

USTA adult thru senior programming is for all levels, ages, and physical abilities

Serving the disabled community through adaptive, wheelchair and military veterans programs

Cardio Tennis All Levels

Cardio for all levels of players.

Cardio Tennis

“Heart pumping, high energy” fitness activity that combines the best features of the sport of tennis with cardiovascular exercise for players with 2.5-3.0 rating.

Cardio Advanced

Cardio Tennis is a fun group activity featuring drills to give players of all abilities an ultimate, high energy workout. This class is for players with 3.5 rating.

Boot Camp Cardio

90 minutes, Advanced Cardio for players NTC rating 4.0 & higher.

Doubles Drill & Play- Rating < 3.0 > < 3.5 > < 4.0 > < 4.5 >

We offer the serious tennis players a chance to combine instruction and drills specifically designed for doubles, with actual match competition. One hour of instruction and one hour of match play. (3.0 – 4.5)

PLAYDAY



TURKEL BRANDS AND MARKETING

MARKETING PLAN

Because we are not simply a tennis management company, but instead a management AND marketing company, we have a different way of incorporating marketing into our activities.

Rather than layer marketing onto an existing infrastructure, our marketing outreach is part of our day-to-day activities, especially in the online and social media arenas.

For example, 24/7 webcams will track the activity at the center, making it possible for parents to watch their children's lessons and for residents to look and see if there's an available court for them. Instructors will each have web-enabled mobile devices to let tennis fans know what they're doing at all times -- allowing them to both talk about the beautiful weather and condition on the courts and to discuss issues that they're thinking about -- from tennis technique to new equipment discussions, to stretching and fitness protocols.

As you'll see in the scheduling and activities section we are planning on building a tennis program that has different activities for different markets -- children, competitive young players, tourists, disabled athletes, older players, etc. Thanks to this unique set of offerings, we will be marketing different messages to different audiences, making sure that we're always talking to our specific audiences in the language and with the benefits that appeal specifically to them. Not coincidentally, this All About Them technique is the first rule of Miami Beach Tennis Management partner Bruce Turkel's branding book *Building Brand Value*.

By the way, you've already benefitted by these strategies. Thanks to a 20+ year relationship between TURKEL Brands and the Greater Miami Visitors & Convention Bureau, Miami has seen record growth in its tourism business. *The Miami Herald* just reported that 2012 was a record year with over 13.9 million tourists visiting Miami and Miami Beach.

By partnering with us, the City of Miami Beach will have access to proven best-of-breed marketing thinking and implementation baked directly into the management of the City's tennis facilities.



TURKEL BRANDS

OUR "Elevator Speech"

Building sustainable, profitable brands is about establishing an emotional bond between consumers and the company that serves them. We make our clients' products and services more valuable by creating this bond and building our clients' brand value.

OUR history

TURKEL Brands is a full-service, multicultural brand management firm located in Miami, Florida. We opened our doors for business in June of 1983, and have been in business for almost 30 years. We offer creative, account management, brand strategy, research, production, digital, media planning and placement (both offline and online), public relations and below-the-line marketing services.

The agency is wholly owned by two partners, Bruce Turkel, CEO/Executive Creative Director and Roberto S. Schaps, President.

WE are known for...

Quite simply, we are known for three things: unbridled creativity, measurable results and our unique Building Brand Value™ protocol.

OUR philosophy

We have a different philosophy about how great brands are created and communicated. We call it Building Brand Value™. We are so committed to it, in fact, that we've even written a book about it. It's called, believe it or not, *Building Brand Value*. In it, we explain the seven points that create a brand.

1. ALL ABOUT THEM.
2. HEARTS THEN MINDS.
3. MAKE IT SIMPLE.
4. MAKE IT QUICK.
5. MAKE IT YOURS.
6. ALL FIVE SENSES.
7. REPEAT, REPEAT, REPEAT.

Similar to the classically trained ballerina who lives by the motto "Technique Sets You Free," our seven points provide structure for our work. With them we can create more effective communications and deliver better results for you. Our seven points also sometimes challenge us to step outside of our safety zones but ultimately deliver the results you're hiring us for.

TURKEL Brands is very proud of the work we've done in our own backyard, which is also your backyard! We have represented the Greater Miami Convention & Visitors Bureau for the past 20 years. In that time, the Bureau has consistently ranked in the top 25 travel destinations according to Smith Travel Research. We've also created the brands for VITAS and PortMiami, the original brand for the Miami Performing Arts Center (before it became the Adrienne Arsht Center), the Miami Science Museum, The Miami Foundation, Miami Beach SoundScape and PortMiami.

In addition, our staff is truly a microcosm of South Florida's diverse population. In fact, we have a wall sized map of the world where each employee places a pin on their hometown. There are pins representing countries ranging from Denmark to Peru to Panama, as well as a couple of native Miamians. Needless to say, we understand South Florida's unique cultural mix and know how to craft messages that resonate with every segment of our market.



Bruce Turkel

CEO/Executive Creative Director

What drew Bruce Turkel, one of advertising's most original and multi-faceted minds, to the industry in the first place? Simple: "I don't play harmonica all that well."

Born and raised on Miami Beach (which was like being in *Flipper*), Bruce studied design at the University of Florida (which was like being in *Animal House*) and began his advertising career in New York (which was like being in *Brazil*, the movie, not the country).

But preferring a tan to an ulcer, he returned to South Florida, where he served time at several agencies before starting the award-winning design and advertising firm

TURKEL Brands. Built on the belief that advertising should be well-designed, simple to comprehend and fun, the company continues to break new ground with innovative work honored by Communication Arts, the Art Directors' Club of New York, Clio and the One Show as well as other accolades too numerous to list here.

Under Bruce's guidance, TURKEL Brands has created wildly effective campaigns for its clients, including the Greater Miami Convention & Visitor Bureau, Discovery Channel, Partnership for a Drug-Free America, HBO Latin America, Peabody Hotels, Kissimmee Convention & Visitors Bureau, Canyon Ranch Living and Sol Meliá Hotels & Resorts.

When he's not creating advertising or design, he's sharing his wisdom in places like CNN, MIT, NAMM, MPI, UM, NSA and the three books he's authored. Yet somehow Bruce always finds time for more - besides writing and illustrating books and articles on branding, practicing his harmonica in traffic, being a dad, a husband and a mentor, Bruce is a professional speaker and branding expert. He tours extensively spellbinding audiences with his simple, yet powerful brand building techniques.



WELCH TENNIS AND MAINTENANCE

FACILITY QUALITY CONTROL STANDARDS

MBTM is committed to maintaining and improving for the City of Miami Beach both state-of-the-art facilities. Below are the key areas of focus for the team.

Supplies and Equipment—the company will provide its own tools, equipment, for maintenance as well as ice, water, cups and other supplies for patron use.

Cleanliness—daily and routine maintenance will cover all buildings, courts, machinery and grounds. Cleanliness will be delivered via our staffing strategy lined out below, as MBTM will supplement CMB janitorial services with its own janitorial team. In addition, litter and other debris will be collected during the initial inspection of maintenance workers when they arrive for their shifts. Area survey and inspection is part of several employees baskets of duties.

Safety—will be ensured through our 24-hour monitoring surveillance and security service. This system stores video allowing playback and analysis of individual activities or activities around a particular time when a suspect event occurs. This is being done to provide additional safety and security. But, it also ensures that all revenue derived for CMB from its facilities is accounted for, and that all citizens, guests and particularly children, are safe and secure.

Daily Maintenance—seven maintenance personnel will staff both facilities. One Head maintenance worker supervises both facilities with three maintenance workers at each. All Maintenance Workers will be certified and trained by Welch Tennis. Two full time court maintenance people will cover the week with two covering the weekend and floating during the week. In addition a Head maintenance worker will oversee both sites spending roughly half the time at each place.

Site Staffing—the following positions are staffed per RFP. Each facility will have additional employees to ensure full on-site coverage and presence in all key areas.

Tennis Director—administrative person overseeing development and implementation of instructional tennis programs for all levels of age and ability. Oversees the Pro Shop, court maintenance operations, and the hiring and layoff process.

Head Professional—a supervisory position that oversees the implementation of instructional tennis programs for all levels of age and ability. He also oversees the Pro Shop, court maintenance operations and recommends the hiring and firing of subordinate tennis personnel.

Assistant Professional—provides instructional tennis to all programs offered and works in the Pro Shop as needed.

Tennis Aide - assists with the instructional tennis programs offered and works in the tennis center Pro Shop as needed.

Tennis Maintenance Worker - performs standard maintenance provided, (court and facility) to maintain a safe and enjoyable experience for all users.

MBTM is committed to increase CMB Return on Assets for both these facilities.

Cleanliness and Safety are key areas of focus for MBTM.

Maintenance Partner, Welch Tennis will train and certify all maintenance workers.

Shift schedules for each facility are located on the following page.

The positions on the left are the core of the on-site team. Additional employees will be stated per the staffing plan found in the Costing Section.

WELCH TENNIS MAINTENANCE QA/QC PLAN

The goal of Miami Beach Tennis Management LLC, through a continuous quality improvement program (QC/QA Management Plan), is to improve the actual and perceived maintenance and playability of the tennis courts.

One of the best compliments a refurbished Tennis Complex can receive is to see increased play on its new courts and more people enjoying the facility. Expertise in facility maintenance is a key component to a successful tennis operation. MBTM has partnered with Welch Tennis Courts, the largest clay court builder in the world, to oversee maintenance operations, train and certify all maintenance workers and conduct yearly refurbishments. George Todd, President of Welch Tennis, is certified by the American Sports Builders of America (ASBA). He is the past chairman of the ASBA and currently serves on the Board of Directors. Welch, "specialists in sub-irrigation systems", has more than twenty years of experience in construction management, repair, and resurfacing of HydroGrid and HydroCourt tennis courts.

Howie Orlin, President of MBTM and current director at the Miami Shores Tennis Complex at the Country Club, has vast experience in tennis court maintenance operations. Considered to be one of the best clay court facilities in the area, maintenance workers at the Shores enlist countless hours in daily, monthly and yearly court maintenance, resurfacing and refurbishments.

Quality performance and performance thresholds can be measured by increased player satisfaction (to be included in QC monthly plan). At Miami Shores daily and evening play, membership, and league play has increased by twenty percent. Numerous charitable events, tournaments and fundraisers are held at the complex because of the properly maintained courts. It is with this success that MBTM hopes to continue its hand on approach by partnering with Welch Tennis Courts to provide quality maintenance at the Miami Beach facilities. Highlights of our maintenance program include fully staffed facilities with excessive detail to employee supervision, training and certification. Our program includes daily checklists, daily maintenance guides for HydroGrids and HydroCourts and planned quarterly and yearly resurfacing and refurbishment. Lastly, our facility software (ActiveNet) improves maintenance and scheduling by providing useful utilization reports.

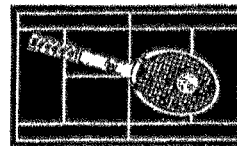
To achieve World Class Status at our tennis facilities, MBTM is committed to meeting and exceeding all maintenance standards. The center itself will be an asset to the community by increasing and enhancing community involvement



Daily Maintenance QA/QC Checklist

Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts



Construction ~ Resurfacing ~ Lighting ~ Accessories

USTA • USPTA
ASBA • TIA

Court Quality Checklist

- ___ Entrance clean and swept
- ___ Gate opens easily and does not drag on court surface
- ___ Court is broomed or rakes
- ___ Lines are brushed
- ___ Net is in good repair
- ___ Net is properly adjusted
- ___ Net head band is clean
- ___ Court surface has uniform moisture (no dry spots, puddles, or wet spots)
- ___ Wind screens are secured properly to fence
- ___ Fencing is in good repair
- ___ Lines in good repair
- ___ Course material on surface of the court
- ___ Perimeter curb clean
- ___ No algae, weeds, trash or debris on court
- ___ Other _____

P.O. Box 7770 • 4501 Old U.S. Hwy. 41 • Sun City, FL 33586 • Phone (813) 641-7787 • Fax (813) 641-7795
Toll Free 1 (800) 282-4415 • Email: custsvc@welchtennis.com • www.welchtennis.com

WELCH CLAY COURT MAINTENANCE GUIDE

This is an excerpt of the Welch Tennis Courts Clay Court Maintenance Guide.....

HYDROGRID[®] SUB-IRRIGATED SYSTEM GENERAL COURT MAINTENANCE

Maintaining a fast drying tennis court built with the HydroGrid sub-surface irrigation system is an important part of enjoying your tennis court for many years. The following procedures are guidelines for maintaining the court, although there may be variations due to differences in climate, weather, physical location, and the amount of play on the court.

1. The court should be brushed at the end of play each day using a Court Rake or alternate rake made for this purpose and a Drag Brush/Broom, with all indentations and scuff marks smoothed out. This should be done as required to smooth the surface. Even if no play takes place on the court, the perimeter of the court surface, immediately adjacent to the curb, should be brushed daily to inhibit algae growth.
2. The playing lines should be brushed clean before play and as required during play.
3. The court should be rolled if it becomes soft or if the playing lines become loose. It is not necessary to roll the court on a regular basis and, given frequent play on the court, rolling will probably be required only a rare occasions.
4. The court should be observed periodically following rain to see if any areas (birdbaths) drain more slowly than the rest of the court. Any such areas (which typically occur just behind the baselines) should be checked with a straight edge or string line to determine if a low spot has formed. If the area is determined to be low, then it should be patched by scarifying the area, placing new material, levelling with a straight edge, hand watering and compacting.
5. At least once a month, the net should be removed and the court drag brushed several times in a lengthwise pattern. If any excess material which has collected in the net line remains following this brushing, it should be scraped level with the adjacent area and removed.
6. The HydroGrid system is installed with the optimum duration of system activation and water level. This allows the stone base to be saturated during watering so that an adequate amount of moisture is available to the court surface during the following day. However, should the moisture of the court, either in areas or over the entire court, become unacceptable, then observe the following procedures:
 - a. If dry areas appear in the whole court or in large areas of the court when the main water supply has not been interrupted, check the controller (timer) for proper functioning. If the controller is operating properly, then check the clear view filter located next to the water valves outside the court. If the element is dirty or obstructed, turn off the water supply at the manual ball valve, remove the filter element, clean and re-install (hand tighten only). The filter should be checked at least once every week even if the court shows no evidence of reduced water flow.

WELCH TENNIS COURTS, INC.

6. a. (Contd) If the controller and filter are operating properly, then additional time should be added to the watering cycle. It is recommended that such adjustments be made in small increments of five minutes. After at least two days on the adjusted cycle with no rain, then a further adjustment may be made if required. Typically, insufficient time for the water cycle or otherwise reduced water flow will result in dry areas at the opposite end of the zones from the canisters. If a relatively large area is dry, it may be necessary, in conjunction with increasing the daily watering time, to recharge the base by applying additional cycles using the manual start feature.
 - b. If one area of the court becomes dry, again check the filter for blockage. Then check the float valve canister (of which there are six) located at the court Perimeter which controls the area where dryness appears. Do this while the System is activated to confirm that the float is operating properly. There should be water flow similar to the other canisters. If water flow appears reduced, The float may be clogged or sticking. Operate the float manually several times To test for sticking. If moving freely, remove the float stem and base, check the intake in the base for obstructions. Clean or replace as required. When Replacing a float, be sure to set the water shut off level for approximately One-half inch (1/2") above the top of the outflow pipe.
 - c. If the court is too wet, the watering cycle may be reduced in the same manner.
 - d. If a problem persists, contact our office for analysis and assistance. Please Have meter readings available for several watering cycles.
7. For the control of algae, bacteria and fungi on clay HydroGrid courts, apply AlgaeBlaster per label instructions.

WELCH TENNIS COURTS, INC.

WELCH TENNIS MAINTENANCE CONTRACT WITH MBTM

Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts

Construction • Resurfacing • Lighting • Accessories



TENNIS COURT MAINTENANCE, TRAINING, OVERSIGHT, AND REFURBISHMENT PROPOSAL

USTA • USPTA
ASBA • TIA

Welch Tennis Courts, Inc. and Miami Beach Tennis Management agree that Welch Tennis will provide maintenance, training, oversight and quarterly/annual refurbishment of the HydroGrid and HydroCourt tennis courts at Flamingo Park and North Shore Park in Miami Beach, Florida, to assist in providing the Quality Assurance and Quality Control necessary to meet the City's objectives.

1. Training - \$1,500/Quarterly

Welch will provide on-site training for tennis court maintenance workers and certify said workers to be proficient in the maintenance of HydroGrid and HydroCourt tennis courts. Training and review sessions will be held quarterly to evaluate existing personnel and certify any new personnel.

2. Oversight - \$1,500/Quarterly

a. Welch will provide quarterly review of personnel skills and performance and then provide remedial training as necessary. At this time, review maintenance routines and checklists and modify as needed. Provide a report to management.

b. Each Quarter, Welch, as a part of its oversight, will review the condition of the courts, equipment, material usage, time spent, monies expended in the maintenance operation, and consult with management.

3. Annual Refurbishment - \$1,200 per court (materials not included)

Welch will provide an annual refurbishment on all clay tennis courts which will include grooming, and addition of material. Damaged or worn line tapes will be replaced as necessary. In-house personnel will participate in the annual refurbishment process as a part of their continuing education and training.

4. Additional Service Recommended Each 1-4 years - \$3,000/per court including material.

Complete scarification of the entire court surface; addition of three (3) tons of material with laser guided equipment; and installation of new line tapes.

PO. Box 7770 • 4501 Old U.S. Hwy. 41 • Sun City, FL 33588 • Phone (813) 641-7787 • Fax (813) 641-7785
Toll Free: 1 (800) 282-4416 • Email: custsvc@welchtennis.com • www.welchtennis.com

Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts

Construction - Resurfacing - Lighting - Accessories



USTA * USPTA
ASBA * TIA

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March 5, 2013

5. Service/Repair Calls - \$65.00/hour including travel time

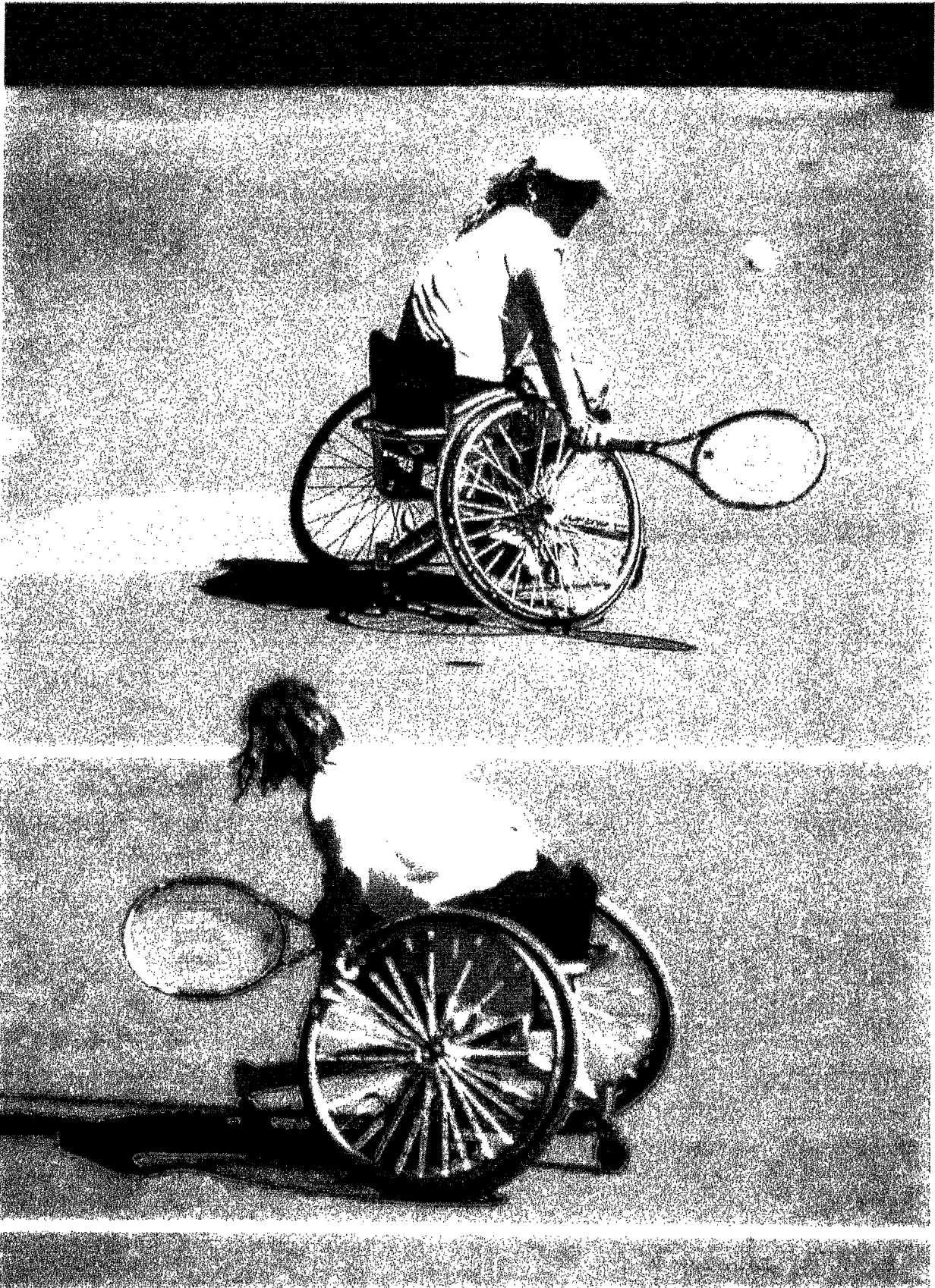
6. Escalation Clause

Prices will be subject to increase according to annual CPI.

This Agreement is contingent on Miami Beach Tennis Management being awarded the Management and Operation Services for Flamingo Park and North Shore Park with the City of Miami Beach.

Welch Tennis Courts, Inc.
BY: [Signature]
George Todd, Jr., President
Dated: 3/8/13

Miami Beach Tennis Management
BY: [Signature]
Howie Orlin, President
Date: 3/8/13



HR, INSURANCE & CITY OF MIAMI BEACH COMPLIANCE

Prescreening Process

The prescreening and hiring process is one in which Miami Beach Tennis Management LLC takes seriously for the well-being of the City, its patrons, co-workers and self. The process of hiring an employee begins with upper management meeting personally with all candidates with zero biases or discrimination towards sex orientation, gender, race, color, religion, creed, national origin, ancestry height, age, domestic partner status, marital status, disability, AIDS/HIV status or weight.

During that meeting with the candidate discussions will be had thoroughly understanding that person's experiences and expectations. In turn the manager will dictate the requirements and expectations of the position. It is the intention of Miami Beach Tennis Management LLC to continue utilizing vendor services used currently within the relationship of Miami Beach Tennis Management LLC and Professional Course Management, Inc. at Miami Shores Country Club. This partnership has been effective in ensuring qualified staffing thus enhancing civic mindedness.

Pre-employment requirements will include, but not be limited to:

- Resume reference checks
- Drug screening using Total Compliance Network (TCN) established in 1992 with a full-time, on-staff, in-house certified Medical Review Officers (Seth Howard Pornoy, D.O. since 1999 and Lori Feather, D.O. since 2006) and MRO support.
- Verification of Work Authorization in the United States using the E Verify service provided by the Department of Homeland Security U.S. Citizenship and Immigration Service. Hundreds of millions of records compiled within the Social Security Administration (SSA) and U.S. Department of Homeland Security records are compared to the employee's I-9 Form to determine eligibility. By ensuring work eligibility, Miami Beach Tennis Management LLC and the City of Miami Beach are complying with federal regulations
- Background screening will be conducted using the nationally firm HireRight, Inc. Background screening which will be obtained will include criminal records check (including pedophile), public court records check, and driving records check. Information will be obtained from private and public record sources in conjunction with the Fair Credit Reporting Act which shall be provided to each candidate

Insurance

Miami Beach Tennis Management LLC will upon acceptance of proposal utilize the experience of Wallace Welch & Willingham Inc. a full service independent insurance agency. Wallace Welch & Willingham is one of the largest privately owned insurance agencies in the United States. Founded in 1925 this agency has a rich history of providing quality service and commitment to its clients and community. Miami Beach Tennis Management LLC will obtain and maintain for the life of the contract, insurance covering Commercial General Liability, EPLI, automobile coverage and worker's compensation.

A full staffing plan is located in the Appendices

MBTM has a thorough employee prescreening and interview process

MBTM is committed to hiring as many Miami Beach residents as possible.

MBTM is in full compliance with CMB Ordinances

MBTM will be sensitive to retaining existing Flamingo personnel

MBTM is utilizing Wallace Welch and Willingham for all insurance needs

- General Liability
- EPLI
- Automobile
- Workers Comp

Wallace Welch & Willingham will assess on a regular basis the needs of Miami Beach Tennis Management LLC at levels such as but not limited to; contract review, policy renewal, worker's compensation claims analysis, handbook writing analysis and assistance, extensive human resource library with forms and procedures, and seminars and training workshops.

It is also the intention of Miami Beach Tennis Management LLC to require contractors to provide a Certificate of Insurance citing Miami Beach Tennis Management LLC and the City of Miami Beach as additionally insured covering their staff in the amount of one million dollars.

In the Appendices, please find a letter of commitment from Wallace Welch & Willingham outlining its intentions to provide coverage that meets or exceeds the City of Miami Beach's insurance rating conditions.

MBTM will require all contractors to provide a Certificate of Insurance. CMB is additionally insured for \$1M.

All staff will be diligent to cleanliness and appearance both facility and individual. Daily uniform inspections will occur.

Appearance and Cleanliness

Management has every intention of meeting or exceeding the City of Miami Beach's standards in relation to cleanliness in all areas of the property. Upper Management will train all levels of staff to be aware and diligent; constantly maintaining an atmosphere promoting customer satisfaction and return patronage.

Upper management will review the appearance of each employee on a daily basis ensuring the high level of professionalism is met or exceeding. Employees will be in clean, wrinkle-free, non-discolored uniforms promoting professionalism and enhanced customer service.

MBTM is committed to safety per OSHA compliant standards and guidelines. We will have regular inspections for potential OSHA non-compliance, promptly addressing any deficiencies.

OSHA Compliance/Safety

Miami Beach Tennis Management LLC understands the importance of providing a safe environment and attaining compliance, by reviewing, on a regular basis, current guidelines as issued by OSHA. Developing and launching comprehensive training programs and distributing information to employees is a priority of management.

Miami Beach Tennis Management LLC intends to protect itself and the City of Miami Beach by establishing safety guidelines for employees, guests and contractors. Using the services of Wallace Welch & Willingham, Miami Beach Tennis Management LLC intends to launch a worker's compensation package which will include regular on-site reviews of premises focusing on potential hazards, including and exceeding OSHA standards. Upon recognition of such potential hazards a clear concise method of repair will be established and executed within a reasonably time frame.

MBTM understands Partner reporting is vital to trust and transparency to that end MBTM will provide

- Monthly Financial Statements
- Monthly Segmented Utilization Analysis
- Annual Report

Monthly Reporting

Miami Beach Tennis Management LLC agrees to provide to the City of Miami Beach, no later than the 10th day of each month, a clear, comprehensive month-end reporting will include Financial Statements reflecting gross revenue in detail as a result of transactions for all goods and services provided at the tennis complex.

In addition to monthly gross revenue reporting Miami Beach Tennis Management LLC will submit to the City an analysis detailing quantity of play under various categories such as, but limited to: After-School programs, summer camps, league play, tournament participation, day or evening play and clinic participation. Such reporting will include historical data for analysis. Incorporated within the monthly reporting submission will be a work plan to address Quality Improvement goals as outlined in the QC/QA management plan.

On a yearly basis Management will provide to the City of Miami Beach a detailed annual report with an established work plan and goals for the upcoming calendar year. The priority of Miami Beach Tennis Management LLC is to bring resurgence to the Miami Beach Tennis Centers. The overall growth and development of the tennis program within the community is a top priority. Utilizing and maintaining the Centers in a manner which promotes the USTA while enhancing services the City of Miami Beach provides for its residence and guests.

Pro environmental preservation, MBTM is fully committed to CMB guidelines on chemicals, recycling, energy, et al. It will continuously analyze ways to improve its environmental programs and efficiencies.

Environmental Compliance

Miami Beach Tennis Management LLC considers participation in Miami-Dade County's mandatory recycling program a gratifying endeavor. Management will comply with recycling laws by focusing on items with a higher potential environmental return based on usage for a tennis complex, such as plastics, paper, water and electric. It is management's intention to fully educate employees on their responsibilities as conscientious individuals, as well as the initiative guidelines to be established by management.

MBTM is using ActiveNet for its operational control software, online booking and membership maintenance. It uses QuickBooks Enterprise for its accounting and financial reporting.

It is the intention of Miami Beach Tennis Management LLC to focus on multiple areas encompassing the Green Initiative. For instance, placement of recycling trash containers in the shape of bottles throughout the complex, in high visibility locations, will encourage attendees to bear thought and participate in the recycling program. In addition Management will take into consideration energy efficiency when purchasing/leasing copiers, computer monitors, CPU's and light bulbs. The use of a multifaceted copier/scanner will allow management to reduce paper usage by storing copies into memory as well as reducing toner usage and consequent paging waste. Areas such as paper recycling and thermostat lockbox's will be introduced to eliminate excess usage and waste. It is also the full intent of management to thoroughly analyze FPL invoices for potential underground leaks then preceding with haste an investigation addressing problems. Miami Beach Tennis Management LLC looks forward to diligently working with the City of Miami Beach as a fully committed partner.

ACTIVE is in full Level 1 PCI compliance.

Financial Reporting/Membership/Active Network

Miami Beach Tennis Management LLC has completed extensive research into operations software Active Network, Inc. (Active). Active is a leading provider of software technology who has partnered via a multi-year deal with the United States Tennis Association (USTA) as a cornerstone of the USTA's goal to expand the game of tennis. It is the desire of Miami Beach Tennis Management LLC to use Active's multi-tier program, in conjunction with the City of Miami Beach Recreation Computer Software to exceed former levels of scheduling, revenue reporting, marketing promotions, customer databases, website access, and more. As part of Miami Beach Tennis Management LLC's thorough research in acquiring this product, we have ascertained that Active is in full Level 1 PCI compliance.

Active's modules allow MBTM to report to the City of Miami Beach on a monthly basis, in a consistent timely manner, full month-end report detailing the following:

- Preparation of monthly and annual financial statements.
- Gross revenues by payment type such as multiple membership types, public play, lesson packages, after school program fees, tournament revenue, gift cards, etc.
- Merchandise sales of balls, racquets, visors, clothing, grip repair, restringing and more.
- Concession sales broken down by food or beverage items.
- Expenses detailed by cost center and department. Receipts may be provided upon request.
- Court usage per court broken down into number of customers, peak hours, type of play (lesson, public play, member play, etc.)
- Reporting will include informational pieces such as Member play, public play, team and tournament play, clinic participation, lesson play and demographic/age information.
- Historical comparison reports

FINANCIALS, STAFFING AND BUDGETS

PROFORMA FINANCIAL PROJECTIONS

Revenue Streams/Business Model

The firm derives value from three main revenue streams.

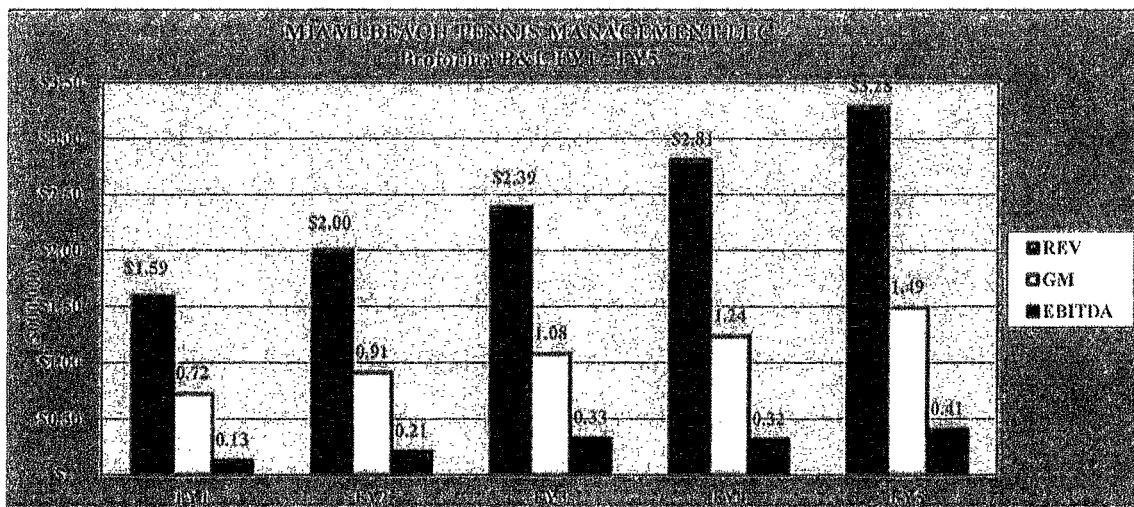
1. Tennis Related—includes clinics and private instruction, along with camps, specialty events, tournament revenue, hospitality packages, and membership fees.
2. Food and Beverage—includes sales from snack bar facility on site.
3. Pro Shop—includes apparel and equipment sales; stringing services.

Revenue is derived from three sources:

1. Instruction related
2. Food and beverage
3. Pro Shop

Proforma Income Statements

REVENUE STREAMS (in thousands)	PY1	PY2	PY3	PY4	PY5
Current Streams					
Tennis Services	\$805	\$1,075	\$1,248	\$1,422	\$1,599
Food and Beverage	\$47	\$67	\$96	\$110	\$120
New Additional MBTM Streams					
Tennis Camps, Specialty, and League	\$394	\$405	\$448	\$495	\$546
Tennis Academy	\$180	\$216	\$259	\$311	\$373
Pro Shop	\$67	\$92	\$115	\$137	\$140
Hospitality Packages	\$100	\$150	\$225	\$338	\$506
REVENUE	\$1,594	\$2,005	\$2,392	\$2,813	\$3,284
MIAMI BEACH REVENUE SHARE	(\$38)	(\$58)	(\$78)	(\$99)	(\$122)
COST OF GOODS SOLD	\$788 49%	\$992 50%	\$1,182 49%	\$1,420 50%	\$1,597 49%
GROSS MARGIN	\$724 45%	\$911 45%	\$1,079 45%	\$1,237 44%	\$1,494 45%
OPERATING EXPENSES	\$596 37%	\$706 35%	\$771 32%	\$950 34%	\$1,133 34%
OPERATING INCOME	\$129 8%	\$206 10%	\$308 13%	\$287 10%	\$361 11%
EBITDA	\$131 8%	\$210 10%	\$327 14%	\$315 11%	\$408 12%

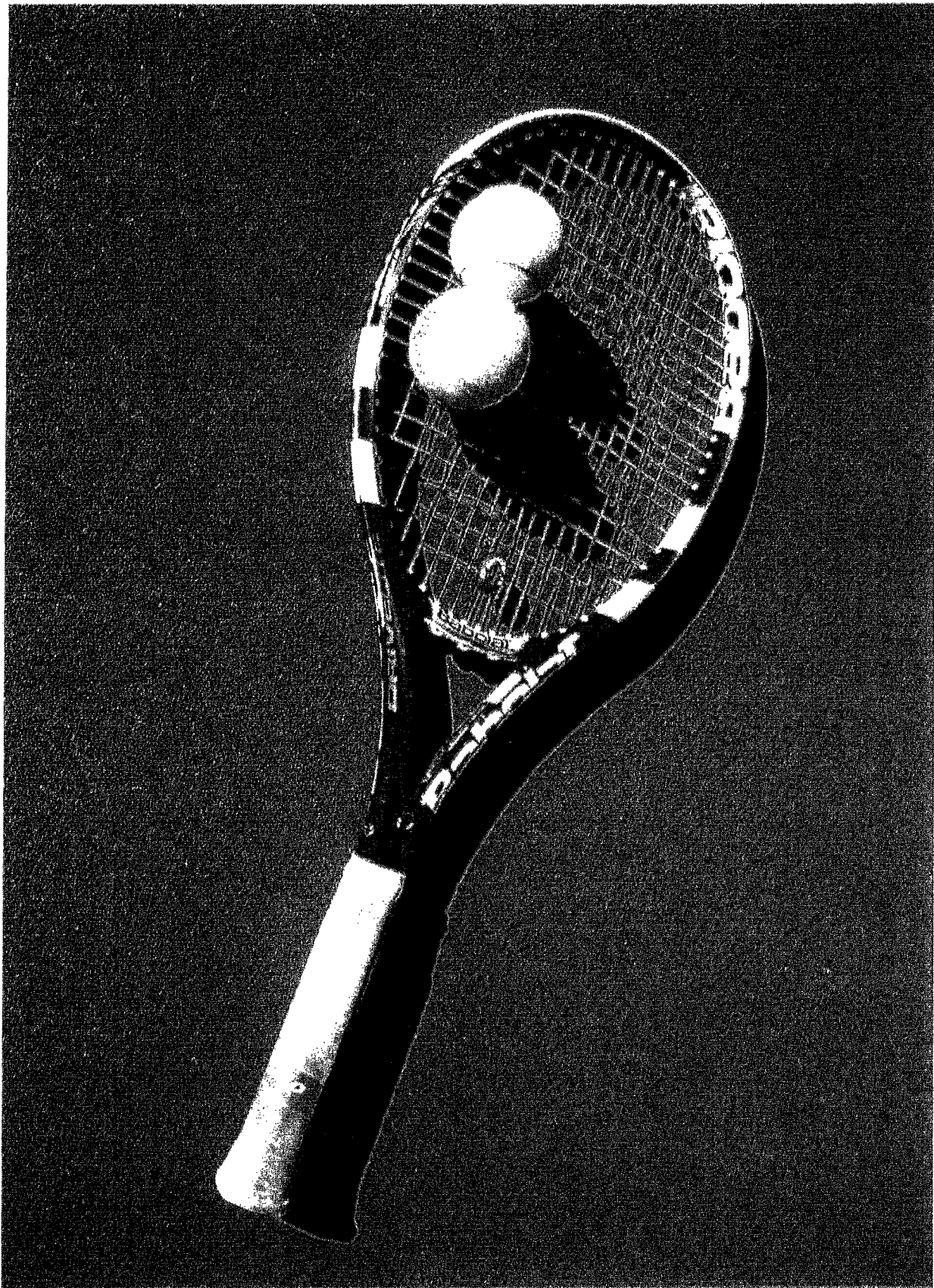


Proforma Cash Flow Statement

	FY1	FY2	FY3	FY4	FY5
Cash Flow From Operating Activities					
Net Income	131,021	209,594	326,678	315,410	407,822
Depreciation and Amortization	6,435	21,645	37,845	55,215	73,575
(Increase) decrease in:					
Accounts Receivable (30 Day Collection)	(67,768)	(23,218)	(16,764)	(17,510)	(18,404)
Prepaid Expenses	-	-	-	-	-
Deposits	-	-	-	-	-
Increase (Decrease) in:					
Accounts Payable & Accrued Expenses	133,621	7,877	7,877	21,265	34,693
Net Cash Provided by Operating Activities	203,310	215,898	355,636	374,380	497,687
Cash Flows From Investing Activities					
Purchase of Fixed Assets	(12,870)	(16,200)	(16,200)	(18,360)	(18,360)
Goodwill	-	-	-	-	-
Net Cash Used by Investing Activities	(12,870)	(16,200)	(16,200)	(18,360)	(18,360)
Cash Flows from Financing Activities					
Notes Payable	-	-	-	-	-
Line of Credit	-	-	-	-	-
Capital Infusions	-	-	-	-	-
Shareholder Distribution	-	-	-	-	-
Net Cash Used by Financing Activities	-	-	-	-	-
Net Increase in Cash	190,440	199,698	339,436	356,020	479,327
Cash, Beginning of Period	50,000	240,440	440,137	779,573	1,135,593
Cash, End of Period	240,440	440,137	779,573	1,135,593	1,614,920

Proforma Balance Sheet

ASSETS	PY1	PY2	PY3	PY4	PY5
Current Assets					
Cash	82,500	157,500	132,500	225,000	225,000
Accounts Receivable	67,768	90,986	107,750	125,259	143,663
ST Investments	114,475	233,627	287,498	235,693	278,470
Prepaid Expenses	-	-	-	-	-
Total Current Assets	<u>264,742</u>	<u>482,113</u>	<u>527,748</u>	<u>585,953</u>	<u>647,133</u>
Property, Plant and Equipment	12,870	29,070	45,270	63,630	81,990
Less: Depreciation	<u>12,870</u>	<u>29,070</u>	<u>45,270</u>	<u>63,630</u>	<u>81,990</u>
Net Fixed Assets	-	-	-	-	-
Total Other Assets	-	-	-	-	-
TOTAL ASSETS	<u>264,742</u>	<u>482,113</u>	<u>527,748</u>	<u>585,953</u>	<u>647,133</u>
Liabilities and Equity					
Current Liabilities					
Notes Payable	-	-	-	-	-
Accounts Payable and Accrued Exp	133,621	141,498	162,763	197,456	228,166
Credit Card Payables	-	-	-	-	-
Total Current Liabilities	<u>133,621</u>	<u>141,498</u>	<u>162,763</u>	<u>197,456</u>	<u>228,166</u>
Total Long-Term Liabilities	-	-	-	-	-
TOTAL LIABILITIES	<u>133,621</u>	<u>141,498</u>	<u>162,763</u>	<u>197,456</u>	<u>228,166</u>
Stockholders' Equity					
Common Stock	100	-	-	-	-
Retained Earnings - Beginning	-	131,021	340,615	364,985	388,497
Shareholder Distribution	-	-	-	-	-
Current Year Earnings	<u>131,021</u>	<u>209,594</u>	<u>24,370</u>	<u>23,512</u>	<u>30,470</u>
Total Stockholders' Equity	<u>131,121</u>	<u>340,615</u>	<u>364,985</u>	<u>388,497</u>	<u>418,967</u>
TOTAL LIABILITIES AND EQUITY	<u>264,742</u>	<u>482,113</u>	<u>527,748</u>	<u>585,953</u>	<u>647,133</u>



FINANCIAL MODEL ASSUMPTIONS

REVENUE ASSUMPTIONS

Tennis Courts	
Monthly Hours (8-9 M-F, 8-8 Sat & Sun)	
Resident Memberships (annual growth rate)	
Adult	
Senior	
Junior	
Family	
Non Resident Memberships (annual growth rate)	
Adult	
Senior	
Junior	
Family	
Hospitality and Other Memberships (annual growth rate)	
Packages Sold	

29
12.5
10%
\$210
\$175
\$75
\$500
8%
\$550
\$425
\$350
\$1,250
50%
\$300

29	29	29	29	29
11026	11026	11026	11026	11026
100	100	101	103	106
100	100	102	103	106
50	55	61	67	73
25	28	30	33	37
90	99	109	120	132
90	99	109	120	132
50	59	61	67	73
25	28	30	33	37
200	300	450	675	1015

STAFF ASSUMPTIONS

Clinics	6	X	\$20	hourly
Semi Private Lessons	4	X	\$35	hourly
Private Lessons 1	1	X	\$60	hourly
Private Lessons 2	1	X	\$65	hourly
Private Lessons 3	1	X	\$75	hourly

\$20
\$35
\$60
\$65
\$75

0.50%	0.75%	1.00%	1.25%	1.50%
0.25%	0.50%	0.75%	1.00%	1.25%
0.50%	0.75%	1.00%	1.25%	1.50%
0.50%	0.75%	1.00%	1.25%	1.50%
0.50%	0.75%	1.00%	1.25%	1.50%

INSTRUCTIONAL COURT UTILIZATION

Court Fees (Resident)	
Court Fees (Non Resident)	

\$5
\$10

2.25%	3.50%	4.75%	6.00%	7.25%
20%	25%	25%	25%	25%
15%	20%	20%	20%	20%

COGS & OVERHEAD ASSUMPTIONS

Allocation Metric	
Cost of Goods Sold	

percentage of revenue
percentage of sales

2.5%	3.0%	3.0%	3.0%	6.0%
35%	35%	35%	35%	35%

POSTAGE

Allocation Metric	
Cost of Goods Sold	

percentage of revenue
percentage of sales

5.0%	5.5%	6.0%	6.0%	7.0%
30%	35%	35%	35%	35%

NON-REVENUE

Total Weeks Sold	70	12	\$400	10%
Cost of Goods Sold				

Weekly Rate

840	920	1,016	1,118	1,230
30%	30%	35%	35%	35%

ACADEMIC

Total Weeks Sold	20	9	\$ 1,000	20%
Cost of Goods Sold				

--

180	216	250	310	373
25%	25%	25%	25%	25%

SPORTS & RECREATION SUPPLIES & EQUIPMENT

Allocation Metric	
Cost of Goods Sold	

percentage of revenue
percentage of sales

2.5%	2.5%	2.5%	2.5%	2.5%
25%	30%	35%	35%	35%

COURT MAINTENANCE SUPPLIES & EQUIPMENT ASSUMPTIONS

Court Supplies (monthly, per court)	3% annual increase
Court Maintenance (monthly)	10% annual increase
Pro Sub Labor (cogs margin)	

percentage of sales

\$50	\$52	\$54	\$56	\$58
\$250	\$275	\$300	\$325	\$350
40.0%	40.0%	40.0%	40.0%	40.0%

GENERAL AND ADMINISTRATIVE ASSUMPTIONS

Travel and Entertainment	
Technology and Communications	
Printing, Supplies and Postage	
Legal, Accounting and Consulting	
Benefit	
Annual Raises	
Annual Employee Hours	

monthly, per traveling SCA employee
monthly, per employee
monthly, per employee
monthly, growing annually
salary percentage
percentage of salary

\$100
\$45
\$15
\$1,000
20.0%
20.0%
20.0%

CITY GUARANTEED PAYMENT TO CITY

City Guaranteed Payment, monthly rental	
Revenue Share to City, annual	3% rev >
Revenue Share Ladder Bonus to City	4% rev >
Revenue Share Ladder Bonus to City	5% rev >

\$650,000	\$1,000,000
\$1,000,000	\$1,250,000
\$1,250,000	

\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
\$10,500	\$10,500	\$10,500	\$10,500	\$10,500
\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
\$17,208	\$17,230	\$17,088	\$18,511	\$101,770

INTEREST AND DEPRECIATION ASSUMPTIONS

Interest on Cash	
Income Tax Rate	
Depreciation Schedule	
Active/Not-Transaction Processing Fee Average	
Misc Taxes and Insurance	

percentage of revenue

1%
40%
1
3%
0.75%

[illegible][illegible]

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 PROPRIETARY & CONFIDENTIAL

STAFFING PLAN—FISCAL YEAR 2

[illegible]

President & Executive Director	
Partner, Director of Marketing	
Partner, Director of Instructional Operations	
Director of Corporate Development	
Controller / Human Resources	
Tennis Director - Fleming	
Head Professional	
Assistant Professional	
Tennis Aide	
Head Office Worker	
Office Worker	
Head Tennis Maintenance Worker	
Tennis Maintenance Workers	
Tennis Director - North Shore	
Head Professional	
Assistant Professional	
Tennis Aide	
Head Office Worker	
Office Worker	
Head Tennis Maintenance Worker	
Tennis Maintenance Workers	

[illegible]

President & Executive Director	
Partner, Director of Marketing	
Partner, Director of Instructional Operations	
Director of Corporate Development	
Controller / Human Resources	
Tennis Director - <i>Flamminger</i>	
Head Professional	
Assistant Professional	
Tennis Aide	
Head Office Worker	
Office Worker	
Head Tennis Maintenance Worker	
Tennis Maintenance Workers	
Tennis Director - <i>North Shore</i>	
Head Professional	
Assistant Professional	
Tennis Aide	
Head Office Worker	
Office Worker	
Head Tennis Maintenance Worker	
Tennis Maintenance Workers	

STAFFING PLAN—FISCAL YEAR 3

[illegible]

President & Executive Director	Temis Director - Planning
Partner, Director of Marketing	Head Professional
Partner, Director of Instructional Operations	Assistant Professional
Director of Corporate Development	Temis Aide
Controller - Human Resources	Head Office Worker
	Office Worker
	Head Temis Maintenance Worker
	Temis Maintenance Workers
	Temis Director - North Shore
	Head Professional
	Assistant Professional
	Temis Aide
	Head Office Worker
	Office Worker
	Head Temis Maintenance Worker
	Temis Maintenance Workers

[illegible]

President & Executive Director	Tennis Director - Flamingo
Partner, Director of Marketing	Head Professional
Partner, Director of Instructional Operations	Assistant Professional
Director of Corporate Development	Tennis Aide
Controller / Human Resources	Head Office Worker
	Office Worker
	Head Tennis Maintenance Worker
	Tennis Maintenance Workers
	Tennis Director - North Shore
	Head Professional
	Assistant Professional
	Tennis Aide
	Head Office Worker
	Office Worker
	Head Tennis Maintenance Worker
	Tennis Maintenance Workers

MONTHLY DETAILED P&L/BUDGET—FISCAL YEAR 1

	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	FY1	
Resident Memberships														
Adult	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21000	1.32%
Seniors	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	17500	1.10%
Juniors	313	313	313	313	313	313	313	313	313	313	313	313	3750	0.24%
Family	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	12500	0.78%
Non Resident Memberships														
Adult	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	49500	3.11%
Seniors	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	38250	2.40%
Juniors	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	12500	0.78%
Family	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	31250	1.96%
Total Membership Fees	15,521	15,521	15,521	15,521	15,521	15,521	15,521	15,521	15,521	15,521	15,521	15,521	186,250	11.68%
Clinics	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	79,388	4.98%
Semi Private Lessons	3,859	3,859	3,859	3,859	3,859	3,859	3,859	3,859	3,859	3,859	3,859	3,859	46,309	2.91%
Private Lessons 1	3,308	3,308	3,308	3,308	3,308	3,308	3,308	3,308	3,308	3,308	3,308	3,308	39,694	2.49%
Private Lessons 2	3,583	3,583	3,583	3,583	3,583	3,583	3,583	3,583	3,583	3,583	3,583	3,583	43,002	2.70%
Private Lessons 3	4,135	4,135	4,135	4,135	4,135	4,135	4,135	4,135	4,135	4,135	4,135	4,135	49,617	3.11%
Tennis Academy (in residence)	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	180,000	11.29%
Specialty Camps / Mixers / League Play	1,602	1,602	1,602	1,977	1,602	1,602	1,977	1,602	3,702	3,702	3,702	3,702	28,370	1.78%
Court Fees (Resident)	11,026	11,026	11,026	11,026	11,026	11,026	11,026	11,026	11,026	11,026	11,026	11,026	132,313	8.30%
Court Fees (NonResident)	16,539	16,539	16,539	16,539	16,539	16,539	16,539	16,539	16,539	16,539	16,539	16,539	198,469	12.45%
Camps	-	-	-	15,000	-	-	15,000	-	84,000	84,000	84,000	84,000	366,000	22.96%
Hospitality Packages	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	100,000	6.27%
Food and Beverage	2,842	2,842	2,842	3,380	2,842	2,842	3,380	2,842	5,855	5,855	5,855	5,855	47,229	2.96%
ProShop	4,059	4,059	4,059	4,828	4,059	4,059	4,828	4,059	8,364	8,364	8,364	8,364	67,471	4.23%
Lighting	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	1.88%
REVENUE	98,923	98,923	98,923	115,605	98,923	98,923	115,605	98,923	192,341	192,341	192,341	192,341	1,594,110	
Miami Beach Revenue Share	-	-	-	-	-	-	(2,275)	(2,968)	(5,941)	(8,377)	(8,528)	(9,617)	(37,706)	
Transaction Processing - ACTIVENET	(2,968)	(2,968)	(2,968)	(3,468)	(2,968)	(2,968)	(3,468)	(2,968)	(5,770)	(5,770)	(5,770)	(5,770)	(47,823)	
Interest Income	150	150	150	150	150	100	100	75	575	825	825	825	4,075	
NET REVENUE	96,105	96,105	96,105	112,286	96,105	96,055	109,962	93,062	181,205	179,019	178,868	177,779	1,512,656	
Total Cost of Goods Sold	55,964	55,423	55,423	60,455	55,423	55,423	60,455	55,423	83,599	83,599	83,599	83,599	788,385	49.5%
GROSS MARGIN	40,141	40,682	40,682	51,832	40,682	40,632	49,507	37,639	97,606	95,420	95,269	94,180	724,271	45.4%
Technology and Comms	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	14,040	0.9%
Sales, Marketing & PR	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000	1.3%
G & A	46,573	46,573	46,573	46,694	46,573	46,573	46,677	46,550	47,211	47,195	47,194	47,185	561,571	35.2%
Operating Expenses	49,410	49,410	49,410	49,531	49,410	49,409	49,514	49,387	50,048	50,031	50,030	50,022	595,611	37.4%
OPERATING INCOME	(9,268)	(8,728)	(8,728)	2,301	(8,728)	(8,777)	(6)	(11,747)	47,558	45,388	45,239	44,157	128,061	8.1%
Interest Income (Exp)	(150)	(150)	(150)	(150)	(150)	(100)	(100)	(75)	(575)	(825)	(825)	(825)	(4,075)	-0.3%
Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	
Depreciation	-	98	195	293	390	488	585	683	780	878	975	1,073	6,435	0.4%
EBITDA	(9,418)	(8,780)	(8,683)	2,443	(8,488)	(8,390)	479	(11,140)	47,763	45,441	45,389	44,405	131,021	8.2%

MONTHLY DETAILED SUPPORTING SCHEDULES

COST OF GOODS SOLD	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	FY1
Subcontractor Labor	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600	\$103,204
Instruction Supplies	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	17,400
Court Maintenance Material	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250	87,000
Court Maintenance - Direct Labor	18,876	18,876	18,876	18,876	18,876	18,876	18,876	18,876	18,876	18,876	18,876	18,876	226,509
Camps Specialty Mixers League	480	480	480	5,093	480	480	5,093	480	26,310	26,310	26,310	26,310	118,311
Academy	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	54,000
Hospitality	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Food and Beverage	6,042	5,501	5,501	5,690	5,501	5,501	5,690	5,501	6,556	6,556	6,556	6,556	71,151
ProShop	6,265	6,265	6,265	6,496	6,265	6,265	6,496	6,265	7,557	7,557	7,557	7,557	80,811
Total Cost of Goods Sold	\$55,964	\$55,423	\$55,423	\$60,455	\$55,423	\$55,423	\$60,455	\$55,423	\$83,599	\$83,599	\$83,599	\$83,599	\$788,385

MARKETING & PR	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	FY1
Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Public Relations	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Advertising Image	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Trade Shows	-	-	-	-	-	-	-	-	-	-	-	-	-
Marketing Collateral	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Total Sales, Marketing & PR	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	\$20,000

GENERAL AND ADMINISTRATIVE	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	FY1
Payroll	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	\$29,073	348,880
Benefits	3,489	3,489	3,489	3,489	3,489	3,489	3,489	3,489	3,489	3,489	3,489	3,489	41,866
Travel and Entertainment	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
Computers, Copier & Telecom	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	14,040
Supplies, Seminars, Shipping and Pubs	390	390	390	390	390	390	390	390	390	390	390	390	4,680
Legal Accounting & Consulting	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600
Rent Expense	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Insurance and Miscellaneous Tax	721	721	721	842	721	720	825	698	1,359	1,343	1,342	1,333	11,345
Total G&A	47,743	47,743	47,743	47,864	47,743	47,743	47,847	47,720	48,381	48,365	48,364	48,355	\$575,611

MONTHLY DETAILED
P&L/BUDGET—FISCAL YEAR 2

	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	FY2	
Resident Memberships														
Adult	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	23100	1.15%
Seniors	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	1,604	19250	0.96%
Juniors	344	344	344	344	344	344	344	344	344	344	344	344	4125	0.21%
Family	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	13750	0.69%
Non Resident Memberships														
Adult	4,538	4,538	4,538	4,538	4,538	4,538	4,538	4,538	4,538	4,538	4,538	4,538	54450	2.72%
Seniors	3,506	3,506	3,506	3,506	3,506	3,506	3,506	3,506	3,506	3,506	3,506	3,506	42075	2.10%
Juniors	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	13750	0.69%
Family	2,865	2,865	2,865	2,865	2,865	2,865	2,865	2,865	2,865	2,865	2,865	2,865	34375	1.71%
Total Membership Fees	17,073	17,073	17,073	17,073	17,073	17,073	17,073	17,073	17,073	17,073	17,073	17,073	204,875	10.22%
Clinics	9,923	9,923	9,923	9,923	9,923	9,923	9,923	9,923	9,923	9,923	9,923	9,923	119,081	5.94%
Semi Private Lessons	7,718	7,718	7,718	7,718	7,718	7,718	7,718	7,718	7,718	7,718	7,718	7,718	92,619	4.62%
Private Lessons 1	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	59,541	2.97%
Private Lessons 2	5,375	5,375	5,375	5,375	5,375	5,375	5,375	5,375	5,375	5,375	5,375	5,375	64,502	3.22%
Private Lessons 3	6,202	6,202	6,202	6,202	6,202	6,202	6,202	6,202	6,202	6,202	6,202	6,202	74,426	3.71%
Tennis Academy (in residence)	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	216,000	10.78%
Specialty Camps / Mixers / League Play	2,970	2,970	2,970	2,970	2,970	2,970	2,970	2,970	2,970	2,970	2,970	2,970	35,645	1.78%
Court Fees (Resident)	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	165,391	8.25%
Court Fees (NonResident)	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	264,625	13.20%
Camps	30,800	30,800	30,800	30,800	30,800	30,800	30,800	30,800	30,800	30,800	30,800	30,800	369,600	18.44%
Hospitality Packages	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000	7.48%
Food and Beverage	5,554	5,554	5,554	5,554	5,554	5,554	5,554	5,554	5,554	5,554	5,554	5,554	66,652	3.32%
ProShop	7,637	7,637	7,637	7,637	7,637	7,637	7,637	7,637	7,637	7,637	7,637	7,637	91,647	4.57%
Lighting	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	1.50%
REVENUE	167,050	167,050	167,050	167,050	167,050	167,050	167,050	167,050	167,050	167,050	167,050	167,050	2,004,603	
Miami Beach Revenue Share	-	-	-	(546)	(5,012)	(5,035)	(6,774)	(7,454)	(8,353)	(8,353)	(8,353)	(8,353)	(58,230)	
Transaction Processing - ACTIVENET	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(5,012)	(60,138)	
Interest Income	1,325	1,325	1,325	1,325	1,325	1,575	1,575	1,575	1,575	1,575	1,575	1,575	17,650	
NET REVENUE	163,364	163,364	163,364	162,818	158,352	158,579	156,840	156,160	155,261	155,261	155,261	155,261	1,903,885	
Total Cost of Goods Sold	82,703	82,703	82,703	82,703	82,703	82,703	82,703	82,703	82,703	82,703	82,703	82,703	992,432	49.5%
GROSS MARGIN	80,661	80,661	80,661	80,115	75,650	75,877	74,137	73,457	72,559	72,559	72,559	72,559	911,453	45.5%
Technology and Comms	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	16,200	0.8%
Sales, Marketing & PR	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000	2.0%
G & A	53,873	53,873	53,873	53,869	53,836	53,837	53,824	53,819	53,812	53,812	53,812	53,812	646,054	32.2%
Operating Expenses	58,556	58,556	58,556	58,552	58,519	58,521	58,508	58,502	58,496	58,496	58,496	58,496	702,254	35.0%
OPERATING INCOME	22,105	22,105	22,105	21,563	17,131	17,356	15,630	14,955	14,063	14,063	14,063	14,063	209,199	10.4%
Interest Income (Exp)	(1,325)	(1,325)	(1,325)	(1,325)	(1,325)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(17,650)	-0.9%
Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Depreciation	1,185	1,298	1,410	1,523	1,635	1,748	1,860	1,973	2,085	2,198	2,310	2,423	21,645	1.1%
EBITDA	21,965	22,077	22,190	21,760	17,441	17,529	15,915	15,352	14,573	14,685	14,798	14,910	213,194	10.6%

**MONTHLY DETAILED
SUPPORTING SCHEDULES**

COST OF GOODS SOLD	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	FY2
Subcontractor Labor	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$13,672	\$164,068
Instruction Supplies	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	17,922
Court Maintenance Material	7,975	7,975	7,975	7,975	7,975	7,975	7,975	7,975	7,975	7,975	7,975	7,975	95,700
Court Maintenance - Direct Labor	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	233,304
Camps Specialty Mixers League	10,131	10,131	10,131	10,131	10,131	10,131	10,131	10,131	10,131	10,131	10,131	10,131	121,573
Academy	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	64,800
Hospitality	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	52,500
Food and Beverage	9,742	9,742	9,742	9,742	9,742	9,742	9,742	9,742	9,742	9,742	9,742	9,742	116,908
ProShop	10,471	10,471	10,471	10,471	10,471	10,471	10,471	10,471	10,471	10,471	10,471	10,471	125,656
Total Cost of Goods Sold	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$82,703	\$992,432

MARKETING & PR	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	FY2
Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Public Relations	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Advertising Image	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Trade Shows	-	-	-	-	-	-	-	-	-	-	-	-	-
Marketing Collateral	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Total Sales, Marketing & PR	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	\$40,000

GENERAL AND ADMINISTRATIVE	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	FY2
Payroll	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$34,587	\$415,049
Benefits	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	49,806
Travel and Entertainment	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Computers, Copier & Telecom	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	16,200
Supplies, Seminars, Shipping and Pubs	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Legal Accounting & Consulting	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	25,920
Rent Expense	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Insurance and Miscellaneous Tax	1,225	1,225	1,225	1,221	1,188	1,189	1,176	1,171	1,164	1,164	1,164	1,164	14,279
Total G&A	55,223	55,223	55,223	55,219	55,186	55,187	55,174	55,169	55,162	55,162	55,162	55,162	\$662,254

MONTHLY DETAILED
 P&L/BUDGET—FISCAL YEAR 3

	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36	FY3	
Resident Memberships														
Adult	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	2,118	25410	1.06%
Seniors	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765	1,765	21175	0.89%
Juniors	378	378	378	378	378	378	378	378	378	378	378	378	4538	0.19%
Family	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	15125	0.63%
Non Resident Memberships														
Adult	4,991	4,991	4,991	4,991	4,991	4,991	4,991	4,991	4,991	4,991	4,991	4,991	59895	2.50%
Seniors	3,857	3,857	3,857	3,857	3,857	3,857	3,857	3,857	3,857	3,857	3,857	3,857	46283	1.94%
Juniors	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	15125	0.63%
Family	3,151	3,151	3,151	3,151	3,151	3,151	3,151	3,151	3,151	3,151	3,151	3,151	37813	1.58%
Total Membership Fees	18,780	18,780	18,780	18,780	18,780	18,780	18,780	18,780	18,780	18,780	18,780	18,780	225,363	9.42%
Clinics	13,231	13,231	13,231	13,231	13,231	13,231	13,231	13,231	13,231	13,231	13,231	13,231	158,775	6.64%
Semi Private Lessons	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	11,577	138,928	5.81%
Private Lessons 1	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	6,616	79,388	3.32%
Private Lessons 2	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	86,003	3.60%
Private Lessons 3	8,270	8,270	8,270	8,270	8,270	8,270	8,270	8,270	8,270	8,270	8,270	8,270	99,234	4.15%
Tennis Academy (in residence)	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	259,200	10.84%
Specialty Camps / Mixers / League Play	3,454	3,454	3,454	3,454	3,454	3,454	3,454	3,454	3,454	3,454	3,454	3,454	41,453	1.73%
Court Fees (Resident)	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	13,783	165,391	6.92%
Court Fees (NonResident)	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	22,052	264,625	11.06%
Camps	33,880	33,880	33,880	33,880	33,880	33,880	33,880	33,880	33,880	33,880	33,880	33,880	406,560	17.00%
Hospitality Packages	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	225,000	9.41%
Food and Beverage	8,020	8,020	8,020	8,020	8,020	8,020	8,020	8,020	8,020	8,020	8,020	8,020	96,246	4.02%
ProShop	9,625	9,625	9,625	9,625	9,625	9,625	9,625	9,625	9,625	9,625	9,625	9,625	115,495	4.83%
Lighting	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	1.25%
REVENUE	199,305	199,305	199,305	199,305	199,305	199,305	199,305	199,305	199,305	199,305	199,305	199,305	2,391,660	
Miami Beach Revenue Share	-	-	-	(4,417)	(6,083)	(7,833)	(9,424)	(9,965)	(9,965)	(9,965)	(9,965)	(9,965)	(77,583)	
Transaction Processing - ACTIVENET	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(5,979)	(71,750)	
Interest Income	1,825	1,825	1,825	1,825	1,575	1,575	1,575	1,575	1,325	1,325	1,325	1,325	18,900	
NET REVENUE	195,151	195,151	195,151	190,734	188,817	187,068	185,477	184,936	184,686	184,686	184,686	184,686	2,261,227	
Total Cost of Goods Sold	98,510	98,510	98,510	98,510	98,510	98,510	98,510	98,510	98,510	98,510	98,510	98,510	1,182,123	49.43%
GROSS MARGIN	96,641	96,641	96,641	92,224	90,307	88,557	86,967	86,425	86,175	86,175	86,175	86,175	1,079,104	45.12%
Technology and Comms	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	16,200	0.68%
Sales, Marketing & PR	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	80,000	3.34%
G & A	55,706	55,706	55,706	55,673	55,658	55,645	55,633	55,629	55,627	55,627	55,627	55,627	667,863	27.92%
Operating Expenses	63,722	63,722	63,722	63,689	63,675	63,662	63,650	63,646	63,644	63,644	63,644	63,644	764,063	31.95%
OPERATING INCOME	32,918	32,918	32,918	28,535	26,632	24,896	23,317	22,780	22,532	22,532	22,532	22,532	315,041	13.17%
Interest Income (Exp)	(1,825)	(1,825)	(1,825)	(1,825)	(1,575)	(1,575)	(1,575)	(1,575)	(1,325)	(1,325)	(1,325)	(1,325)	(18,900)	-0.79%
Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	
Depreciation	2,535	2,648	2,760	2,873	2,985	3,098	3,210	3,323	3,435	3,548	3,660	3,773	37,845	1.58%
EBITDA	33,628	33,741	33,853	29,582	28,042	26,418	24,952	24,527	24,642	24,754	24,867	24,979	333,986	13.96%

**MONTHLY DETAILED
SUPPORTING SCHEDULES**

COST OF GOODS SOLD	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36	FY3
Subcontractor Labor	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$18,744	\$224,931
Instruction Supplies	1,538	1,538	1,538	1,538	1,538	1,538	1,538	1,538	1,538	1,538	1,538	1,538	18,460
Court Maintenance Material	8,773	8,773	8,773	8,773	8,773	8,773	8,773	8,773	8,773	8,773	8,773	8,773	105,270
Court Maintenance - Direct Labor	20,025	20,025	20,025	20,025	20,025	20,025	20,025	20,025	20,025	20,025	20,025	20,025	240,303
Camps Specialty Mixers League	13,067	13,067	13,067	13,067	13,067	13,067	13,067	13,067	13,067	13,067	13,067	13,067	156,804
Academy	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	90,720
Hospitality	6,563	6,563	6,563	6,563	6,563	6,563	6,563	6,563	6,563	6,563	6,563	6,563	78,750
Food and Beverage	10,839	10,839	10,839	10,839	10,839	10,839	10,839	10,839	10,839	10,839	10,839	10,839	130,074
ProShop	11,401	11,401	11,401	11,401	11,401	11,401	11,401	11,401	11,401	11,401	11,401	11,401	136,811
Total Cost of Goods Sold	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$98,510	\$1,182,123

MARKETING & PR	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36	FY3
Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Public Relations	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
Advertising Image	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Trade Shows	-	-	-	-	-	-	-	-	-	-	-	-	-
Marketing Collateral	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Total Sales, Marketing & PR	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	\$80,000

GENERAL AND ADMINISTRATIVE	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36	FY3
Payroll	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$35,625	\$427,500
Benefits	4,275	4,275	4,275	4,275	4,275	4,275	4,275	4,275	4,275	4,275	4,275	4,275	51,300
Travel and Entertainment	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Computers, Copier & Telecom	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	16,200
Supplies, Seminars, Shipping and Pubs	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Legal Accounting & Consulting	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	31,104
Rent Expense	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Insurance and Miscellaneous Tax	1,464	1,464	1,464	1,431	1,416	1,403	1,391	1,387	1,385	1,385	1,385	1,385	16,959
Total G&A	\$7,056	\$7,056	\$7,056	\$7,023	\$7,008	\$6,995	\$6,983	\$6,979	\$6,977	\$6,977	\$6,977	\$6,977	\$684,063

RESUMES AND CVs



PRESIDENT AND EXECUTIVE DIRECTOR

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Clemson University
Clemson, South Carolina. Economics (1976)

Professional Experience:

Sept. 2002	Miami Shores Tennis Complex at The Country Club, Miami Shores FL
Present	Executive Director of Tennis - Oversees all aspects of tennis operations.
	Core competences:
	• Maintenance operations - Responsible for daily maintenance of the tennis facility, clay and hard courts, grounds
	• Manage and direct teaching and pro shop staff
	• Organize private lessons, clinics, tournaments, special and charitable events
	• Teach players of all levels
	• Provide demonstrations of all aspects of the game
	• Coordinate USTA Adult Senior, Junior and Youth league play
	• Manage and operate pro shop, to include: racket stringing, game arranging, ball machine rentals
	• Oversee food and beverages operations
	• Develop and implement yearly budget, oversee all administrative operations
	• Direct all marketing and branding of tennis facility operations
	• Work closely with General Manager and Advisory Tennis Committee on all programming and policy matters
1974 - 2002	Flamingo Park Tennis Center, Miami Beach, FL
	Director/Manager of Tennis-Oversees all aspects of tennis operations.
	Core competences:
	• Maintenance, instructional programs, marketing and administrative operations

Tennis Highlights:

Affiliations	United States Professional Tennis Association
Advisory Staff	Babolat Raquet Company 2010-present
	Prince Sports Group 1976-2010
Director	Orange Bowl World Junior Tennis Championship 1976 - 2000
Tournament Coordinator	Diabetes Research Foundation Love-Hope Charity Tournament 1986
Tournament Coordinator	Multiple Sclerosis Foundation Tournament 1989-1992
Speaker	USPTA , Public Tennis Center Management, 1990

DIRECTOR, INSTRUCTIONAL OPERATIONS

Rodney Harmon | 3624 SW 163rd Avenue. Miramar, FL 33027
(954) 436-9413 (home) • (954) 591-5418 (cell) • e-mail: mechanicsville1@gmail.com

Education:	Southern Methodist University Dallas, Texas. Bachelor of Arts in Broadcast/Film (May 1983)
Work Experience:	
July 2012	GEORGIA INSTITUTE OF TECHNOLOGY – Atlanta, GA
Present	Head Women's Tennis Coach
July 2012	DEERWOOD COUNTRY CLUB – Jacksonville, Florida
October 2010	Director of Tennis Direct all aspects of the tennis program: <ul style="list-style-type: none">• Manage teaching and pro shop staff• Organize clinics, tournaments, special events & camps• Teach players of all levels and ages• Develop and maintain a yearly budget• Responsible for daily maintenance of the tennis facility, clay courts and grounds• Work closely with the General Manager and the Tennis Committee on all policy and programming matters
October 2008	PRIVATE COACH & CONSULTANT
October 2010	Work on-court with highly ranked U.S. juniors Each player was high ranked and has trained at the USTA Boca Raton Headquarters as well as receiving private instruction from me. Guest Coach – Ken Herrmann Tennis Academy (Glenview, IL) Guest Coach – USTA Florida A.C.E. Program Camp (June 2010) Guest Coach – USTA Eastern A.C.E. Program Camp (July 2010)
January 2002	UNITED STATES TENNIS ASSOCIATION - Boca Raton, Florida
October 2008	Director of Men's Tennis <ul style="list-style-type: none">• Direct all aspects of the Men's Tennis Program from the touring professionals to the junior competitive players.• Monitor a budget in excess of 2,000,000• Organize, coordinate and conduct USTA coaches biannual meetings.• Manage and help train the coaching staff• Partner with personal coaches, academy personnel, management agencies and parents to assist in the development of our best young prospects.
August 1997	USTA
January 2002	Director of Multicultural Development <ul style="list-style-type: none">• Develop strategies and design programs to increase multicultural development in all areas of the USTA.• Monitor a total budget in excess of \$1,750,000.• Work closely with all members of the USTA National Coaching Staff; providing financial assistance, information and guidance to the top U.S. junior players.• Work with the 17 USTA regional sections to develop strategies and implement initiatives to increase the diversity of national tennis programs across the country.

September 1995
August 1997

UNIVERSITY OF MIAMI

Head Men's Tennis Coach---Coral Gables, Florida

- Recruit top tennis student-athletes.
- Organize daily team and individual practice sessions.
- Construct and monitor a budget of approximately \$100,000.00 for the Men's Tennis Program.
- Supervise the maintenance and day to day operations of the Neil Schiff Tennis Center.
- Manage the Assistant Men's Tennis Coach and other support staff.

APRIL 1991
September 1995

UNITED STATES TENNIS ASSOCIATION

USTA National Coach - Key Biscayne, Florida

- Coach a variety of players at the national junior, collegiate and professional levels (Todd Martin, Mal Washington, Alex O'Brien and a number of other male and female players).
- Evaluate and scout players for inclusion in USTA programming.
- Featured speaker both on-court and in seminars at tennis workshops nationwide.
- Published articles in the two major tennis publications, *TENNIS* magazine and *Tennis Week*.

AUGUST 1988
April 1991

UNITED STATES TENNIS ASSOCIATION

Coordinator of Speakers Bureau - Princeton, New Jersey

- Conduct workshops, training clinics, school assemblies and tennis carnivals across the nation.
- Enroll tennis professionals, speakers and National Tennis Rating Program (NTRP) verifiers for USTA teacher training functions.
- Serve as the USTA's liaison to the United States Professional Tennis Association (USPTA) and the United States Tennis Registry (USPTR).
- Program Director for the annual USTA National Tennis Teachers Conference.
- Prepare and monitor a budget of over \$200,000 a year.

September 1987
August 1988

ARROWHEAD RACQUET & FITNESS CLUB- Medford, New Jersey

Director of Tennis

Responsible for all phases of the tennis program which include adults, juniors along with the clinics and camps.

Manage and train a large tennis teaching staff.

Run junior and adult USTA/Middle States sanctioned tournaments.

April 1987
August 1987

UPPER MAIN LINE YMCA- Berwyn, Pennsylvania

Director of Junior Development

Conduct clinics for juniors and adults.

Supervise junior summer camp.

Tennis Highlights:

Head Coach - U.S. Men's Tennis Team
08 Olympic Games (Beijing, China)
93 World University Games (Buffalo, NY)

PROFESSIONAL:

Quarterfinalist, US Open (1982)
Third Round, Wimbledon (1983)

COLLEGE:

Three-Time NCAA All American (1980, 1982, 1983)
NCAA Doubles Champion (1980)
Awards: Big East Coach of the Year (1996, 1997)
USPTR Pro of the Year (1988, 1994)
USPTA Touring Coach of the Year- Middle States (1991)
International Tennis Hall of Fame Educational Merit Award (2009)
ITA Collegiate Tennis Hall of Fame (2010)
PTR Board of Directors (February 2011)

Affiliations:

United States Professional Tennis Association
United States Professional Tennis Registry

Published Articles:

TENNIS magazine -- October 2006
March 2004
July 1990
Tennis Week -- October 2006
Tennis Pro -- January 2009

Television:

Tennis Channel
Academy -- January 2009
Best of Five -- June 2008

CONTROLLER

Esme' J. Market | (786) 252-3623 (cell) • e-mail: usgirls2@att.net

Professional Experience:

Professional Course Management at Miami Shores Country Club October 2005 -- Current
Position: Controller reporting directly to Alberto Pozzi and Johnny LaPonzina.

Functions at Club Level:

- Daily financials: A/P, A/R, journal entries, general ledger management
- Preparation of Profit & Loss and Balance Sheet
- Bank reconciliation of operating and escrow accounts
- Annual renewal 300 Club members: printing brochure, rate sheet, renewal letter, billing, posting and activating
- Human Resource functions including interviewing, pre-screening tests (drug and alcohol, E-Verify DHS work eligibility and HireRight Criminal Background).
- Establishing employee health insurance, direct deposit, payroll information and forms.
- Workplace Safety completion and quarterly Departmental safety meetings.
- Workers Compensation issues; accidents, required reporting, monthly online reporting.
- Payroll processed for 75 in-house employees and 25 companywide managers.
- Conversion of payroll systems, banking and Point-Of-Sale as well as back of the house systems
- Committee review and renewal commercial insurance package
- Quarterly safety meeting administrator: securing insurance discount
- In-house IT go-to person
- Installed & responsible for a dozen security cameras
- Editor of newsletter & marketing materials
- Converted to Paychex to reduce labor processing cost, errors & vendor fees.
- Updated employee handbook
- All audits: County tourist tax, sales tax, unemployment, accountant, etc.

Functions at Corporate Level:

- Worker's Compensation policy renewal and processing to 4 club locations
- Payroll processed for 25 companywide managers at multiple locations and 80 on-site hourly employees.
- Payroll compilation for 8 divisions and transferring of funds through 10 bank accounts
- Health insurance yearly review and renewal

Professional Course Management at Raintree Golf Club June 2005 – October 2005
Position: Office Manager reporting directly to Alberto Pozzi and Johnny LaPonzina

Functions as On-Site Office Manager:

- Daily financials: A/P, A/R, journal entries, general ledger
- Preparation of Profit and Loss and Balance Sheet
- Bank reconciliation
- Payroll 35 people
- Functions relating to permanent closure of Club such as job placement, vendor relationship termination, selling of fixed assets, etc.

Elena M. Perez & Assoc., P.A. November 2004 – June 2005

Responsibilities as Office Manager:

- Upgraded current version of LexisNexis legal software to include Billing Matters
- Transfer client A/R from QuickBooks to Billing Matters
- Trained lawyers, paralegals and staff members on Billing Matters
- Learned and applied legal aspects of client retention
- Standard office manager responsibilities: payroll, A/P, A/R, billing, collections and banking
- HR related functions: interviewing, hiring, termination, staff directives, problem solving and staff meetings.
- Advertising, Insurance and contract renewals

During the interim established "E. Market Services, Inc.". My own business which provided contractual office managerial services to small startup companies.

Software Knowledge:

- Microsoft Office Suite: Excel, WordPerfect, Outlook and PowerPoint
- QuickBooks
- Crescent Systems (Club & Resort Management Software – GL, AR, AP, POS, Inventory, Banquet Management & Time Clock modules)
- Fore! Reservations (Golf Course Management & Marketing Software)
- PayChex One-Source (Payroll processing)

Education:

- University of West Florida 1992 – Bachelor's Degree in Business Administration
- Manatee Community College 1990 – Associate Degree in Accounting

References available upon request.

DIRECTOR, CORPORATE DEVELOPMENT

Joseph Cawley | (305) 794-1078 (cell) • e-mail: jjc8888@gmail.com

SUMMARY:

Extensive strategic planning experience advising Boards, CXOs, HNWs and entrepreneurs on capital, corporate development and exit transactions. Mr. Cawley holds subject matter expertise in information technology, software, web, life sciences, nanotech and real estate development. He performs in challenging global environments with extensive Asia, Europe and Middle East on the ground experience. His specialties include strategy, business planning, financial modeling, corporate development, capital acquisition, M&A, technology, real estate development and China. His current market focus is early to mid-stage technology firms and global financial institutions. Current representative clients include among others, a Shanghai based US real estate developer, a US based open source Drupal firm servicing the White House and Department of Homeland Security, a large NY activist takeover fund, a biometrics firm, a counter corporate espionage product firm, a semantic web technology firm and a Big Data aggregator of enterprise learning data. He has advised on mid nine figures in capital, generated dozens of exits, and participated in two client IPOs as an independent consultant or boutique firm manager over the last twenty years. As a result, Mr. Cawley has an extensive venture capital, private equity, sovereign wealth and investment banking global network.

EXPERIENCE:

HL SERVICES -- Partner, Managing Director, Washington DC, 2010 – Present.

Firm advises Boards, Directors and CXOs on capital, M&A, and corporate development strategies. Clients include entrepreneurs, technology firms, real estate developers and financial institutions located throughout the world.

OPEN RANGE – Partner, Managing Director, Washington DC, February 2003 – Present.

Firm advises Boards, Directors and CXOs on capital, M&A, and corporate development strategies. Clients include entrepreneurs, technology firms, real estate developers and financial institutions located throughout the world. The China advisory services focus on large business park development projects. Secured co-developer and financial partners for project execution and finance on a \$8B project near Disney Shanghai. Hong Kong and Shanghai based transaction team of Blue Chip and Red Chip consulting, legal and financial partners. Experienced in China cross border deals, WFOEs, Hong Kong SPVs and other offshore transaction structures.

SIENA – Partner, Managing Director, Washington DC, October 1998 – 2003

Clients were start-ups to middle market technology firms or private equity funds in the IT, Internet and Biotech markets throughout Europe, North America and Asia. The typical engagement led with strategic business planning, financial modeling and valuation work, growing later into corporate development, capital attraction and mergers & acquisitions. The firm generated multiple acquisition transactions and raised low nine figures of early stage debt and equity capital for clients.

COMMGENE – Partner, Managing Director, Washington DC, October 2000 – January 2002

A boutique private equity seed fund founded by USA and Russian biotech entrepreneurs. It capitalized firms seeking to commercialize early stage technologies from academia and NIH-type entities in biotechnology, Internet and wireless markets. After initial capital infusion, Commgene secured Series A/B funds in USA, Europe, Hong Kong, and/or Singapore for portfolio companies. Target technologies included stem cells, bioinformatics, drug discovery, proteomics and distributed diagnostics.

MIC - Director, Mergers & Acquisitions, Arlington, VA, October 1997 – June 1998

Developed and implemented a strategy to create and grow an ERP practice for this IT services firm through the acquisition of boutique PeopleSoft, Oracle and SAP solution providers.

ALLIANCE MANAGEMENT GROUP – Director, Atlanta, GA, June 1994 – September 1997

Developed strategies and provided management consulting services to mid-Atlantic based high technology start-ups. The firm focused on biotechnology and Internet firms.

- Built financial models to include cash flow projections and exit strategy valuations
- Constructed and delivered presentations to financial institutions and other private equity groups
- Managed relationships and conducted ongoing negotiations with technology partners
- Conducted business development discussions with potential strategic alliance partners

UNIVERSITY OF GEORGIA MBA PROGRAM – Student, August 1993 – June 1995

TECHNOLOGY SOLUTIONS – VP, Corporate Development, Arlington, VA, June 1990 – June 1993

Developed the business plan and financial model, initiated new relationship development programs, and negotiated joint ventures and alliances with European technology firms and other international partners. Managed key relationships with congressional and governmental groups.

Managed the integration of a Geographical Information System (GIS) product onto a theater-wide network consisting of multiple operating system workstations for a European client. Delivered the prototype on time and on budget.

- Managed the technical project team, developed milestones and budgets
- Supervised monthly progress meeting and fulfilled monthly reporting requirements
- Ensured compliance with United States and European Community legal and regulatory policies, involving Export Control and Sensitive Technologies legislation

COMPREHENSIVE TECHNOLOGIES – Senior Analyst, Chantilly, VA, July 1989 – May 1990

Provided management consulting services to international governmental organizations, within the Information Management and Systems Division. In addition, served as a special assistant to the division Vice President for marketing initiatives. In these capacities, accomplished the following.

- Coordinated and implemented a European marketing effort identifying \$4.2 million in new contracts
- Managed the system design, development, integration and installation of a four node global, secure video-teleconference and operation control network
- Analyzed client operational requirements and recommended specific efficiency improvements that utilized both COTS and emerging technologies

B-K DYNAMICS – International Technology Analyst, Rockville, MD, January 1988 – May 1989

Provided analytical and program management services for the Department of Defense. Specific responsibilities and accomplishments included

- Managed international technology R&D programs, per Nunn/Quayle Amendment, between Australia, Egypt, France, Korea, Spain, and U.S. Department of Navy
- Managed relationships between foreign project officers, government agencies, military and embassy personnel, and their U.S. counterparts
- Developed Disclosure Policy Guidance, for the Secretary of Navy, for technology transfer
- Conducted technical assessments on expanding South American involvement in the R&D exchange programs for Los Alamos Labs

EDUCATION:

The University of Georgia at Athens – Master of Business Administration, 1995

Concentrations: Corporate Finance and Strategic Management.

Awarded merit-based graduate assistantship; Dean's List.

The University of North Carolina at Chapel Hill – Bachelor of Arts, 1988

Major: Political Science: Latin American Studies and International Relations.

The University of Michigan at Ann Arbor

Major: Political Science

MARKETING DIRECTOR

Bruce Turkel | 2871 Oak Avenue, Miami, FL 33133
(305) 476-3535 • e-mail: bturkel@turkelbrands.com

Education:

University of Florida
Gainesville, Florida BFA, BD (1980)

Professional Experience:

June 1983	TURKEL Brands, Miami, FL
Present	Partner and CEO/Executive Creative Director.
	Core competences:
	• Management and direction of creative department
	• Primary brand steward

ADVISORY BOARD

Robert L. Shafer, Strategic Partner, ActiveNet | USTA Executive Committee

Bob has been involved in tennis, not only as a USTA volunteer, but as a career since 1971!

Bob started with the Wilson Sporting Goods Co. in the Tennis Div. in 1971 as a sales and promotion representative in the Southwestern States and soon became a manager of the Pro Golf/Tennis Div. for 4 years. Bob was promoted and moved to Chicago in 1978 as the Tennis Promotion Manager for Amateur Tennis which included the USTA and all the tennis trade organizations (TIA). Bob was instrumental in recruiting Jimmy Connors, Tracy Austin, Elliot Teltscher, Billy Martin, Brian Teacher, Raul Ramirez, Pete Sampras, Lindsay Davenport, Venus & Serena Williams and many more to Wilson rackets!

One of Bob's highlights was he was the Wilson liaison to the first USTA League Championships and the committee meetings (Michelob Light League Championships). Bob also was on the USTA's Marketing Committee in 1980-81. Another highlight, Bob was on the negotiating team for the first long term Wilson Official Tennis Ball of all USTA National Championships in the early 1980's.

In 1982 Bob moved back to Southern California and took on the role of Western Region Sales/Promotion Manager and continued until 2003. In 2004 Bob became a consultant for the Active Network and was responsible for introducing the USTA and ITA to the Active Network. In 2007 Bob was hired by Active to be a Business Development Advisor for the Active Sports Division.

In 1992 Bob was elected to the USTA/SCTA Board and later to the Executive Com. and was Chairman of the Nominating Com. for 12 years. 2009 Bob was selected to be the SCTA Section Delegate.

Achievements:

USTA Executive Committee 2009-2012

USTA Nominating Committee 2011-2012, 2013-2014

USTA Delegate from the Southern Calif. Tennis Assoc. 2009-2012

SCTA USTA Executive Committee 2009-Present

Special Honoree at the 104th Ojai Tennis Tournament 2004

Orange County Community Tennis Association 2001 Service Award

Texas Tennis Coaches Association President's Hall of Honor 2002, only non Texan to receive

Distinguished Service Award CCCTCA 1986, 1994 and 2003

Board of Directors California Community Colleges 1984-2003

Los Angeles 1984 Olympics Tennis Venue Manager

Board of Directors National Foundation of Wheelchair Tennis 1984-2000

Executive Board of Directors Southern California Tennis Association 1992-Present

Nominating Chairman Southern California Tennis Association 1992 - 2003

Advisor Orange County Community Tennis Association 2002-Present

Coaches Scholastic Magazine High School Basketball All American -1965

Full Athletic Scholarship for Div. 1 NCAA Utah State University for Football and Basketball

Education:

B.S. Sociology, Minor Physical Education, Westminster College, Salt Lake City, Utah

Brad Parks, Founder of Wheelchair Tennis | International Tennis Hall of Fame

Brad Parks is the pioneering founder of wheelchair tennis worldwide. During an amateur freestyle skiing competition, he suffered a disabling injury when he was 18. He began experimenting with tennis as a method of therapy, and in 1976, wheelchair tennis was born.

The first wheelchair tennis tournaments were held in 1977 and interest in the sport grew quickly. This success motivated Parks to found the National Foundation of Wheelchair Tennis (NFWT) as the organizing body for the sport. As more athletes became involved, the Wheelchair Tennis Players Association (WTPA) was formed, giving players more of a say in the governance of tournaments, clinics and expansion of the game.

Parks started the first international wheelchair tennis event, the US Open, held in Irvine, California. He was the tournament chairman for 18 years. Today the NEC Wheelchair Tennis Tour is comprised of more than 157 tournaments in more than 40 countries, exceeding a total of \$1,500,000 in prize money. In 1985, as a result of increased international presence at the US Open, the World Team Cup was started with five nations, not including women or quad players. Today this prestigious Fed Cup/Davis Cup-style team event has been contested by 52 different nations in its 25-year history, and boasts men, women, quads and junior competitions.

Parks is also credited with spreading the sport internationally by holding clinics throughout Europe, Asia and the Pacific. In 1988, the International Wheelchair Tennis Federation (IWTF) was formed to govern this growing international sport with Parks as the inaugural president. He served on the Management Committee for many years and was a driving force of international wheelchair tennis. In 1998, the IWTF was fully integrated into the International Tennis Federation, making it the first disabled sport to achieve such a union on the international level. Today almost 100 countries offer wheelchair tennis programs, and the sport is played at all four Grand Slams.

George Todd, President of Welch Tennis | ASBA Certified Court Builder

George Todd, President of Welch Tennis is a Certified Court Builder, certified by the American Sports Builders of America (ASBA). He is the past Chairman of the ASBA and currently serves on the Board of Directors. The firm has been building all types of tennis courts since 1973, including clay, asphalt, and concrete, but specializes in HydroGrid™ subsurface irrigated tennis courts. On staff, the firm has two licensed contractors, project managers with more than 20 years of construction management project experience, and superintendents that have supervised and managed multi-court construction for many years. Welch also has a Maintenance and Resurfacing department specializing in repair and resurfacing of all types of courts. Welch Tennis as a strategic partner with MBTM, will supervise all maintenance operations, train and certify all maintenance workers, and conduct yearly refurbishments..

COMPLIANCE FORMS

COST PROPOSAL/FEE

RFP No. 095-2013 ME

PROPOSER'S NAME: Miami Beach Tennis Management LLC

The management company will collect all revenues generated at the Flamingo and North Shore Tennis Centers on behalf of the City and deposit them daily into a City of Miami Beach/Management Company shared account established by the City.

Proposer shall propose a minimum monthly guaranteed fee to be paid to the City, plus a percentage of Gross Revenue, when the Gross Revenue is in excess of \$650,000, to be paid monthly thereafter (The City's average Gross Revenue collected at both Tennis Centers over the past three (3) years).

During the negotiation process, the City reserves the right to negotiate any fee structure proposed. The City will be guaranteed and shall retain its negotiated minimum fee and percentage of gross receipts/revenue for both tennis facilities.

- MBTM LLC Monthly Guarantee: \$10,000 monthly (\$120,000 yearly)
- In addition to minimum guarantee of \$10,000 monthly (\$120,000 yearly)
- 3% of the gross in excess of \$650,000 to \$1 million
- 4% of the gross in excess of \$1 million to \$1.25 million
- 5% of the gross in excess of \$1.25 million +

✓


INSURANCE CHECK LIST

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "Insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. The City must be named as an additional insured on the liability policies; and it must be stated on the certificate.
5. Thirty (30) days written cancellation notice required.
6. Best's guide rating B+: VI or better, latest edition.
7. The certificate must state the RFP number and title

PROPOSER AND INSURANCE AGENT STATEMENT:

I understand the Insurance Requirements of these specifications and that evidence of this Insurance may be required within five (5) days after Proposal opening. If I am **selected as the successful Proposer**, I further understand and agree and acknowledge that failure to procure or maintain the required Insurance policy shall constitute a material breach of the contract by which the City may immediately terminate same.

Howie Orlin, President
For Proposer/ Print Name / Title


Signature of Proposer

Miami Beach Tennis Management, LLC

PROPOSER INFORMATION

Submitted by: Howard Orlin
 Proposer (Entity): MIAMI BEACH TENNIS MANAGEMENT, LLC
 Signature: [Signature]
 Name (Printed): HOWARD ORLIN
 Address: 1079 NE 96th ST.
 City/State: MIAMI BEACH, FL.
 Telephone: 786 402 7984
 Fax: 305-574-1
 E-mail: howie@miamishores tennis.com
 Federal ID# 33-1227483

It is understood and agreed by Proposer that the City reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to and signed by both parties.

[Signature] For Proposer: (Authorized Signature) 3/10/13 (Date)
Howard Orlin
 (Printed Name)

REQUEST FOR PROPOSALS NO. 095-2013ME
ACKNOWLEDGMENT OF ADDENDA

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP.

Addendum No. 1, Dated MARCH 12, 2013

Addendum No. 2, Dated MARCH 21, 2013

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this RFP.

Verified with Procurement staff

MARIA ESTEVEZ - Procurement Assistant MARCH 27, 2013
Name of staff DESCOR Date

MIAMI BEACH TENNIS MANAGEMENT LLC MARCH 21, 2013
Proposer - Name Date

[Signature] - President / Executive Director
Signature

DECLARATION

TO: City of Miami Beach
City Hall
1700 Convention Center Drive
Procurement Division
Miami Beach, Florida 33139

Submitted this 14th day of March, 2013.

The undersigned, as Proposer, declares that the only persons interested in this Proposal are named herein; that no other person has any interest in this responses or in the contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this response is accepted, to execute an appropriate City of Miami Beach document(s) for the purpose of establishing a formal contractual relationship between the Proposer and the City, for the performance of all requirements to which the response pertains.

The Proposer states that the response is based upon the documents identified by the following number:
RFP No. 095-2013ME.

Esmé J. Market
WITNESS

Esmé J. Market
PRINTED NAME

Joseph Cawley
WITNESS

JOSEPH CAWLEY
PRINTED NAME

MIAMI BEACH TENNIS MANAGEMENT, LLC
PROPOSER SIGNATURE

Howard Orlin
PRINTED NAME

President / General Director
TITLE

SWORN STATEMENT UNDER SECTION
287.133(3)(a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF MIAMI BEACH
by HOWARD ORLIN, PRESIDENT Spec. Director
for MIAMI BEACH TENNIS MANAGEMENT, LLC
[print name of public entity]
[print individual's name and title]
[print name of entity submitting sworn statement]

Whose business address is 1079 NE 96th STREET, MIAMI SHORES FL 33138

And (if applicable) its Federal Employer Identification Number (FEIN) is 33-1227483 the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this day of March 10, 2013

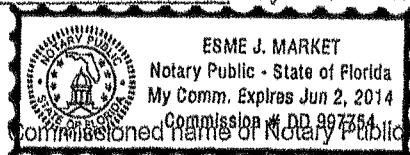
Personally known ☒

OR Produced identification _____ Notary Public - State of Florida

Driver's License My commission expires 6/2/14

(Type of Identification)

(Printed typed or stamped





QUESTIONNAIRE

Proposer's Name:

MIAMI BEACH TENNIS MANAGEMENT LLC

Principal Office Address:

1079 N.E. 96th STREET, MIAMI SPRING, FL 33138

Official Representative:

HOWARD ORLIN, PRESIDENT / EXECUTIVE DIRECTOR

Individual

Partnership (Circle One)

Corporation

Joint Venture

LIMITED LIABILITY COMPANY (LLC); STATE OF FLORIDA, 2013

If a Corporation, answer this:

When Incorporated:

JANUARY 18, 2013

In what State:

FLORIDA

If a Foreign Corporation:

Date of Registration with

Florida Secretary of State:

N/A

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Questionnaire (continued)

Members of Board of Directors:

N/A

If a Partnership:

N/A

Date of organization:

N/A

General or Limited Partnership*:

N/A

Name and Address of Each Partner:

NAME

ADDRESS

N/A

* Designate general partners in a Limited Partnership

N/A

1. Number of years of relevant experience in operating same or similar business: 40
2. Have any agreements held by Proposer for a project ever been canceled?
Yes () No (☒)
If yes, give details on a separate sheet.
3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder/Proposer refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

NO

Questionnaire (continued)

4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ☒

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this RFP and Qualification Form have () have not ☒ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

N/A

B. List all judgments from lawsuits in the last five (5) years:

N/A

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

N/A

Questionnaire (continued)

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this Proposal: (If none, state same.)

N/A

8. Public Disclosure. In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer and in an attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of Proposals.

N/A

10. Are there any pending discussions relative to mergers, acquisitions, partnerships, or assignment of contract?

NO

10. Is the business entity a Miami Beach-based Vendor?

Yes ()

No ☒

If Yes, please submit a copy of a Business Tax Receipt issued by the City of Miami Beach, or documentation to demonstrate that the headquarters is in the City of Miami Beach, or documentation which proves that goods and/or contractual services are being produced or performed, as appropriate, in the City of Miami Beach.

11. Is the business entity owned by a certified service-disabled veteran, and or a small business owned and controlled by veterans, as defined on Section 502 of the Veteran Benefit Health, and Information Technology Act of 2006, and cited in the Database of Veteran-owned Business?

Yes ()

No ☒

Questionnaire (continued)

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in evaluating and making an award pursuant to the RFP, and such information is warranted by the Proposer to be true and accurate. In the event that the City, in its sole discretion, deems necessary, the Proposer agrees to furnish such additional information, relating to the qualifications of the Proposer, as may be required by the City. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the City, conducted either through the Miami Beach Police Department or by a third party retained by the City for such purposes. By submitting this Questionnaire the Proposer hereby agrees to cooperate with this investigation including, but not limited to, fingerprinting and providing information for a credit check.

WITNESS:

IF INDIVIDUAL:

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Successful Proposer

Print Name

Address

By: _____

General Partner

Print Name

ATTEST:

IF CORPORATION:

Secretary

Print Name

(CORPORATE SEAL)

MIAMI BEACH TENNIS MANAGEMENT LLC

Print Name of Corporation

1079 NE 96th STREET, MIAMI BEACH FL 33138

Address

By: _____

HORACE - President

President

HORACE ORLIN - President

Print Name



MIAMI BEACH

CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: MIAMI BEACH TENNIS MANAGEMENT, LLC Name of Company Contact Person: Howard Ordín
 Phone Number: 786 402-7984 Fax Number: 305-574-8150 E-mail: howie@miamishores.tennis.com

Vendor Number (if known): _____

Federal ID or Social Security Number: 33-1227483

Approximate Number of Employees in the U.S.: 20 (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? ___ Yes ☒ No

Union name(s): _____

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

<input type="checkbox"/> Race	___ Yes ___ No	<input type="checkbox"/> Sex	___ Yes ___ No
<input type="checkbox"/> Color	___ Yes ___ No	<input type="checkbox"/> Sexual orientation	___ Yes ___ No
<input type="checkbox"/> Creed	___ Yes ___ No	<input type="checkbox"/> Gender identity (transgender status)	___ Yes ___ No
<input type="checkbox"/> Religion	___ Yes ___ No	<input type="checkbox"/> Domestic partner status	___ Yes ___ No
<input type="checkbox"/> National origin	___ Yes ___ No	<input type="checkbox"/> Marital status	___ Yes ___ No
<input type="checkbox"/> Ancestry	___ Yes ___ No	<input type="checkbox"/> Disability	___ Yes ___ No
<input type="checkbox"/> Age	___ Yes ___ No	<input type="checkbox"/> AIDS/HIV status	___ Yes ___ No
<input type="checkbox"/> Height	___ Yes ___ No	<input type="checkbox"/> Weight	___ Yes ___ No

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

___ Yes ___ No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Will your company provide or offer access to any benefits to employees with spouses and/or to spouses of employees that may be assigned to work on the City of Miami Beach contract?

Yes ☐ No ☒

B. Will your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees that may be assigned to work on the City of Miami Beach contract?

Yes ☐ No ☒

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to

Question 2C below.

Question 2. (continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? ☐ Yes ☐ No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

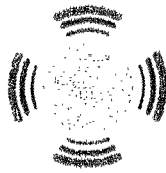
Executed this 10th day of March, in the year 2013, at Miami Shores, FL 33138
City State

[Signature]
Signature

1079 NE 96th St Miami Shores, FL 33138
Mailing Address

Howie Orlin
Name of Signatory (please print)
President/Executive Dir.
Title

Miami Shores, FL 33138
City, State, Zip Code



MIAMI BEACH TENNIS
MANAGEMENT

ACKNOWLEDGMENT LETTER

Proposers shall incorporate in their Proposal the following letter and Disclosure and Disclaimer attachment **on the Proposer's letterhead stationary**:

RE: RFP NO. 095-2013ME FOR THE COMPREHENSIVE PROFESSIONAL TENNIS MANAGEMENT AND OPERATIONS SERVICES AT THE CITY'S FLAMINGO AND NORTH SHORE PARK TENNIS CENTERS

Dear Sir or Madame:

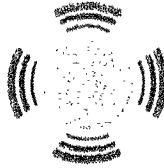
I have read the City of Miami Beach's RFP NO. 095-2013ME For the comprehensive professional tennis management and operations services at the City's Flamingo and North Shore Park Tennis centers. On behalf of our Proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. In addition, we have read, rely upon, acknowledge, and accept the City's Disclosure and Disclaimer which is attached hereto and is fully incorporated into this letter.

Sincerely,

Howard Ortin, President / Sec. Director
[NAME AND TITLE]

Miami Beach Tennis Management, LLC
[ORGANIZATION]

Howard Ortin
[PROPOSER'S NAME]



MIAMI BEACH TENNIS
MANAGEMENT

DISCLOSURE AND DISCLAIMER

This Request for Proposals ("RFP") is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this RFP, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this RFP.

Following submission of a Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

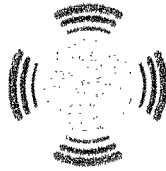
The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this RFP.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this RFP, the selection and the award process, or whether any award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such Proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.



MIAMI BEACH TENNIS
MANAGEMENT

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this RFP. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the RFP, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this RFP, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the RFP, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFP and any disputes arising from the RFP shall be governed by and construed in accordance with the laws of the State of Florida.

ACCEPTED:

Howard Orin, President / Sec. Director
[NAME AND TITLE]

MIAMI BEACH TENNIS MANAGEMENT, LLC
[ORGANIZATION]

MIAMI BEACH TENNIS MANAGEMENT, LLC
[PROPOSER'S NAME]



MIAMI BEACH

LIVING WAGE CERTIFICATION

Pursuant to Section 2-408(e) of the Miami Beach City Code, entitled *Certification required before payment*. "Any and all contracts for covered services¹ may be voidable, and no funds may be released, unless prior to entering any agreement with the city for a covered services contract, the service contractor² certifies to the city that it will pay each of its covered employees no less than the living wage described in section 2-408(a). A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

1. The name, address, and phone number of the covered employer, a local contact person, and the specific project for which the covered services contract is sought;

Project: Comprehensive Prof. Tennis Mgmt & Oper. Svc. at City's Flamingo & North
 Name of Contractor: Miami Beach Tennis Management LLC Shore Park Tennis Ctr.
 Contact person: Howie Orlin
 Address: 1049 NE 96 Street, Miami Shores, FL 33138
 Phone number: 786-402-7987

2. The amount of the covered services contract, a brief description of the project or service provided and the city department the contract will serve;

Amount of contract: \$10,000 per month as minimal guarantee (\$120,000). 3% above \$650,000. ≤ 1 Million
 City Department(s): Parks and Recreation 490 1M ≤ 1.25 Million
 Description of service or project: Comprehensive professional tennis management and operations 590 1.25M + →
Services at the City's Flamingo and North Shore Park
Tennis Centers.

3. A statement of the wage levels for all employees;

We will pay the living wage of \$12.92 per hour without benefits,
as stipulated by City of Miami Beach Wages ordinance No.
2010-3682 or any consumer rate adjustment.

¹ "Covered services" Contracts involving the city's expenditure of over \$100,000 per year and which include the following types of services: Food Preparation and/or Distribution; Security Services; Routine Maintenance Services such as Custodial, Cleaning, Refuse Removal, Repair, Refinishing and Recycling; Clerical or Other Non-Supervisory Office Work (whether temporary or permanent); Transportation and Parking Services; Printing and Reproduction Services; Landscaping, Lawn, and/or Agricultural Services; and Park and Public Property Maintenance.

² "Service contractor" is any individual, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or other business entity who is conducting business in Miami Beach, and who is either: (1) paid in whole or part from one or more of the City's general fund, capital project funds, special revenue funds, or any other funds, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; or (2) engaged in the business of, or part of, a contract to provide, or a subcontract to provide, services, for the benefit of the city. However, this does not apply to contracts related primarily to the sale of products or goods.

4. A commitment to pay all covered employees the living wage, as defined by section 2-408(a) and including, without limitation, any annual indexes thereto (as provided in section 2-408(d)).

Effective October 1, 2010, service contractors shall be required to pay all its employees who provide services for covered service contracts, the hourly living wage rates listed below:

- Commencing with City fiscal year 2011-12 (October 1, 2011), the hourly living wage rate will be \$10.72/hr with health benefits of at least \$1.45/hr, and \$12.17/hr without benefits; and
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits of at least \$1.64/hr, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

I further understand and agree and acknowledge that failure to comply with the Living Wage Ordinance requirements shall constitute a material breach of the contract by which the City may immediately terminate same.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 10 day of March, in the year 2013, at Miami Shores, FL
City State

[Signature]
Signature

1079 NE 96 Street
Mailing Address

Howie Orlin

Name of Signatory (please print)

Miami Shores, FL 33138

City, State, Zip Code

President / Executive Dir

Title

For more information on the Living Wage or a copy of the Ordinance, refer to the City of Miami Beach website: <http://web.miamibeachfl.gov/procurement>

City of Miami Beach | PROCUREMENT DIVISION
1700 Convention Center Drive | third floor | Miami Beach, FL | 33139
T: 305.673.7490 | F: 786.394.4000

Miami Shores Country Club

March 8, 2013

To whom It may concern:

Please allow this letter to serve as introduction for Mr. Howie Orlin, principal of Tennis Management Services, Inc. (TMS) and Miami Beach Tennis Management LLC.

We have had the pleasure to work with Mr. Orlin since 2002, the inception date of our contract for the operation and management of the tennis facility at Miami Shores Country Club.

The Miami Shores Country Club tennis facility is comprised of a pro shop with six hard tru and three hard courts. Tennis Management Services, Inc. and Mr. Orlin have managed the complex since October 2002. During this time Mr. Orlin has demonstrated to be exceptionally well qualified and has provided excellent services to the Club and its members.

We are very satisfied with Mr. Orlin's performance and the results he has delivered for our Club. Throughout the over ten years of our relationship, Mr. Orlin has always met or exceeded the standards of court maintenance and customer satisfaction set forth in our contract.

We are especially appreciative of Mr. Orlin's dedication to the Club and the game of tennis. The member programming, instructional services, community involvement and revenue generation have consistently exceeded our level of expectations.

We value our relationship with Tennis Management Services, Inc. and Mr. Orlin and will recommend him and the company without hesitation to any club or entity seeking professional tennis management services.

Should you require any additional information do not hesitate to contact me.

Sincerely,



Alberto Pozzi
General Manager
(305) 795-2360 ext 101

M.S.C.C. OPERATED BY
PROFESSIONAL COURSE MANAGEMENT

10000 BISCAYNE BOULEVARD • MIAMI SHORES, FLORIDA 33138 • 305-795-2360 • FAX 305-795-2384

March 11, 2013

Bruce Turkel
CEO/ECD
TURKEL Brands
2871 Oak Avenue
Miami, Florida 33131

Dear Bruce,

It is my pleasure to provide a letter of endorsement for you and your team – quite frankly at any time.

My support stems from the many years we collaborated when I was Senior Vice President of Marketing & Tourism with the Greater Miami Convention & Visitors Bureau. In that magical run I had the privilege of not only your creative approach and implementation, but your constant counsel and advice which was invaluable to me as an administrator.

I have been fortunate as well to continue to take advantage of your abilities as you have collaborated with us here in Toronto on numerous projects as I have looked at repositioning our reputation as a convention destination in my current capacity at Tourism Toronto.

For anyone looking to engage your services, for me – the clear distinction is not simply the creative approach – it was (and is) you and your team's amazing ability to bring to market, if you will, innovative and evolving ideas and concepts that while distinctive and often bold are still solid in their implementation. Your attention and delivery of both – innovative yet tangible is what I find incredibly invaluable.

I wholeheartedly offer this letter of support and stand ready to provide additional commentary if called upon.

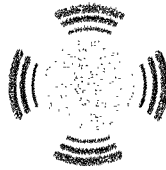
My very best wishes,



David Whitaker
President & CEO

Queen's Quay Terminal at Harbourfront

207 Queens Quay West, Suite 590, Toronto, ON, CANADA M5J 1A7
Tel: 416-203-2600 • Fax: 416-203-6753
Visitor Info: 416-203-2500 • Toll-Free Visitor Info: 1-800-363-1990
Website: www.torontotourism.com



MIAMI BEACH TENNIS
MANAGEMENT

Miami Beach Tennis Management LLC
DUNS No. 36-3073474

03/26/13

Tennis Management Services Inc
Profit and Loss Standard
January through December 2012

	Jan - Dec '12
Ordinary Income/Expense	
Income	
Tennis Income	450,658.63
Total Income	450,658.63
Gross Profit	450,658.63
Expense	
Advertising and Promotion (Advertising, marketing, graph)	30,037.00
Automobile Lease (Fuel, oil, repairs, and other)	8,569.03
Bank Service Charges (Bank account service fees, ba)	149.75
Camps disbursement	34,956.93
Communication	8,805.00
Consulting	
financial consulting	3,750.00
Total Consulting	3,750.00
Credit Card Fees	244.76
Dues and Subscriptions (Subscriptions and membership)	1,186.35
Food and beverages	8,870.66
Instructional Services	96,985.24
Insurance Expense (Insurance expenses)	
Insurance Medical	12,248.62
Insurance Expense (Insurance expenses) - Other	1,393.84
Total Insurance Expense (Insurance expenses)	13,642.46
License and taxes	2,914.71
Meals and Entertainment (Business meals and entertainm)	4,610.00
Medical expenses	85.00
MSCC Reimbursement	19,812.01
Office Supplies (Office supplies expense)	6,047.87
Rent Expense (Rent paid for company offices)	13,926.56
Repairs and Maintenance (Incidental repairs and mainte)	
Landscaping	3,485.00
Supplies repairs and maintenanc	2,834.10
Tennis courts	8,358.98
Repairs and Maintenance (Incidental repairs and mainte) ...	36,777.00
Total Repairs and Maintenance (Incidental repairs and mai...	51,455.08
Travel Expense (Business-related travel expen)	4,457.31
Uniforms	129.60
Utilities (Water, electricity, garbage,)	15,576.12
Total Expense	326,211.44
Net Ordinary Income	124,447.19
Net Income	124,447.19

03/26/13

Tennis Management Services Inc
Balance Sheet Standard
As of December 31, 2012

	<u>Dec 31, '12</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA # 2266 (BANK OF AMERICA)	<u>3,614.87</u>
Total Checking/Savings	<u>3,614.87</u>
Other Current Assets	
Shareholder dividend	168,875.00
Undeposited Funds	<u>53,485.80</u>
Total Other Current Assets	<u>222,360.80</u>
Total Current Assets	<u>225,975.67</u>
TOTAL ASSETS	225,975.67
LIABILITIES & EQUITY	
Equity	
Dividends Paid (Dividends to shareholders)	20,500.00
Retained Earnings (Undistributed earnings ...	81,028.48
Net Income	<u>124,447.19</u>
Total Equity	<u>225,975.67</u>
TOTAL LIABILITIES & EQUITY	225,975.67

SUPPORTING DOCUMENTS



1079 NE 96th Street • Miami Shores, FL 33138 • USA
T: +1 786.402.7984 • miamibeachtennismanagement.com

Exhibit "D" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

7/13/11 2011-27704

March 14, 2012

Mayor Matti Herrera Bower
Mayor of City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33138

Dear Mayor:

This letter confirms the agreement made by and among the City of Miami Beach, Florida ("City"), Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company ("Bottler") and Coca-Cola North America, a division of The Coca-Cola Company ("Company", and collectively with Bottler, "Sponsor"), which sets forth certain exclusive rights granted to Bottler by City, as set forth in the Term Sheet and Exhibits attached thereto, all of which are attached hereto as Attachment A.

1. Term Sheet and Definitive Agreement

The Term Sheet and Exhibits attached thereto are hereby incorporated herein in their entirety. This letter and the Term Sheet, together with any other attachments referenced in either, will constitute a legally binding agreement (the "Agreement") when this letter is signed by all parties in the spaces provided below. All capitalized terms not defined in this letter shall have the meanings assigned to them in the Term Sheet. This letter shall prevail in the event of any conflict between the provisions of this letter and the Term Sheet.

2. Advertising Rights

(a) City agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facilities and all Equipment (as such term is defined herein) dispensing Products shall be prominently identified with the appropriate trademarks/logos.

(b) City further agrees that all Products will be dispensed in Sponsor's Equipment and that no other trademarked, equipment, coolers or containers will be permitted.

3. Product Rights

(a) City shall purchase or shall cause its Concessionaires to purchase, all Products, (and cups, lids and carbon dioxide, if applicable) directly from Bottler.

(b) City hereby grants to Bottler the exclusive Beverage rights at the Facilities, except as may be otherwise provided for in this Agreement and Exhibits.

(c) If City contracts a concessionaire, City will cause concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with concessionaire, if any. If no agreement exists between concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. City acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to City or concessionaire if concessionaire has an existing agreement with Bottler.

1
Exhibit "D"

4. Equipment and Service

(a) Bottler Equipment and Service: During the Term, Bottler will loan to City, pursuant to the terms of Bottler's equipment placement agreements, at no cost, that Beverage vending equipment reasonably required and as mutually agreed upon to dispense Products at the Facilities ("Bottler Equipment"). In addition, Bottler will provide at no charge regular mechanical repair reasonably needed for Bottler Equipment, as further outlined in Exhibit 7 to the Term Sheet. Prior to Bottler's installation of Bottler's Equipment at a particular Facility, the City shall provide Bottler with written confirmation that it has conducted an inspection of the electrical service at such Facility and that, based on such inspection, the City finds that the electrical service at the Facility is proper and adequate for installation of Bottler's Equipment. Notwithstanding the preceding, if at any time following Bottler's installation of Bottler's Equipment at a Facility, Bottler's Equipment is damaged as the direct result of defective electrical service at the Facility, then the City will reimburse Bottler for the cost of repair or replacement, as the case may be, of Bottler's Equipment, pursuant to the filing of a claim with the City's self-insurance fund. Notwithstanding the preceding, the City shall not be responsible nor liable to Bottler under this subsection for any damages to Bottler's Equipment which is not caused as a direct result of defective electrical service at a Facility (including, without limitation, any damage to Bottler's Equipment which is caused due to the negligence or misconduct of Bottler's employees, contractors, and/or agents, or from any other cause or act other than faulty electrical service).

(b) Fountain Equipment and Service: During the Term, Company will loan to City, pursuant to the terms of Company's equipment placement agreement, at no cost, that Fountain Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense a quality fountain Beverages at the Facilities ("Fountain Equipment")(collectively, Bottler Equipment and Fountain Equipment are called "Equipment"). No ice makers or water filters will be provided. All Fountain Equipment provided by Company will at all times remain the property of Company and is subject Company's equipment agreement, but no lease payment will be charged. To the extent that Fountain Equipment loaned from Company under this Agreement is located at Facilities that are owned, controlled or managed by a concessionaire of City or other persons not party to this Agreement, City will include provisions in its agreements with such concessionaires that recognize that the Fountain Equipment is owned by Company and that obligates the concessionaires to honor the terms and conditions such equipment agreement.

Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for Fountain Equipment. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO₂ or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced on a semi-annual basis. Charges will include labor, travel time, parts, and administrative costs.

5. Competitive Products Prohibited.

(a) City agrees that it will not knowingly permit any Competitive Products to be sold, distributed, served, sampled, marketed, advertised, or promoted in any manner at the Facilities, or in association with City, the Facilities or the City trademarks, during the Term, except as outlined in this Agreement.

(b) City agrees that City will not grant any rights, or enter into any contractual or other relationship, whereby City, the Facilities, and/or the City trademarks will be, or have the potential to be, associated in any manner, with any Competitive Products, except as outlined in this Agreement and the Term Sheet.

(c) If City learns of any Competitive Products being marketed, advertised, or promoted in any manner which implies an association with City, Facilities or City trademarks (hereinafter referred to as "**Ambush Marketing**"), City will promptly notify Bottler in writing of the Ambush Marketing; and also will promptly use its efforts, and cooperate in good faith with Bottler, to prevent or stop such Ambush Marketing in order to protect the exclusive associational rights granted to Bottler under this Agreement.

(d) Special Promotional Events Exception. See Exhibit 8.

(e) The City will provide Bottler with no less than thirty (30) calendar days prior written notice of each event which it intends to designate as a Special Promotional Event.

(f) The private, personal consumption of Competitive Products by athletes, coaching staff, musicians, actors, comedians, or other entertainment personalities appearing and performing at the Facility is allowed and will not be considered a Special Promotional Event. City shall use efforts to ensure such consumption is limited to private areas and may not be permitted in any area of the Facility to which the public or any member of the print or electronic media has legal access.

(g) Product availability at Facilities for private events. A private event at a Facility shall mean the use of a Facility, either through the rental of the Facility or through the issuance of a City-approved Special Event Permit, by a person(s) or business entity (ies) (i.e. such as a corporation) which is not open or accessible to the general public either free or via a purchased ticket. For example purposes only, private events may include, but not be limited, to the following: weddings, bar mitzvah/bat mitzvah and corporate events. Product availability and exclusivity at private events shall be handled as follows: Only Products will be sold, distributed, sampled or otherwise served at Facilities at any time. Notwithstanding the foregoing, Competitive Products may be distributed at no cost by the user of the Facility for private events, provided that Products will continue to be the only Products sold, distributed, sampled, or otherwise served by Facilities concession operations.

(h) Product availability at Facilities as it relates to charitable events (including, events produced by not-for-profit entities with valid tax exemption from the IRS) at Facilities or at City-Permitted Special Events (e.g., Relay for Life, Aids Walk, American Cancer Society), shall be handled as follows: Only Products will be sold, distributed, sampled or otherwise served at Facilities at any time. Notwithstanding the foregoing, Competitive Products may be distributed at no cost by the charitable organization using the Facility provided that Products will continue to be the only Products sold, distributed, sampled, or otherwise served by Facilities concession operations and that Bottler had opportunity to supply Products for the charitable event and declined.

6. Consideration.

(a) Pricing. Pricing (including price increases) will be implemented as outlined in the Term Sheet.

(b) Credit Card Readers and Funding. Bottler and City will mutually agree to install credit card readers in select Beverage dispensers, which are identified as high traffic locations. Bottler will pay for the credit card readers in an aggregate amount of not to exceed Ten Thousand Dollars (\$10,000). This funding will be earned over the Term of the Agreement. City shall have no responsibility to fund any overage for payment of the credit card readers should they exceed Ten Thousand Dollars (\$10,000). Bottler shall be responsible for all maintenance and repair of the credit card readers. Upon termination or expiration of the Agreement, City shall return all credit card readers to Bottler.

7. Trademarks; Approvals.

(a) City acknowledges that The Coca-Cola Company is the owner of all right and title in the trademarks "Coca-Cola", "Diet Coke", "Sprite", "DASANI", "Minute Maid", "POWERADE", "Fanta" "**vitaminwater**" "Full Throttle", "NOS" and other trademarks of The Coca-Cola Company, and it acquires no rights whatsoever in these trademarks

by virtue of this Agreement. City agrees to submit all proposed uses of The Coca-Cola Company marks to Sponsor for approval prior to use, but such approval shall not be unreasonably withheld.

(b) Bottler acknowledges that City is the owner of all right and title in the service mark "MiamiBeach" and that Bottler acquires no rights whatsoever in the service mark by virtue of this Agreement. Bottler shall have the right to use the City's service mark during the Term in connection with its marketing activities at the Facilities. Bottler agrees to submit all proposed uses of City's service marks to City for approval prior to use, but such approval shall not be unreasonably withheld.

8. Termination

(a) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement, and the City fails to cure such breach within thirty (30) days following written notice of same from Bottler then, at its option, Bottler may terminate this Agreement and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any, as well as any other upfront funding deemed earned over the Term, if any, prorated through the date of termination.

(b) City represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. In the event of expiration or revocation of such authority, and if the City fails to cure such breach within thirty (30) days following revocation of full right and authority, then at its option, Bottler may terminate this Agreement, and City shall (i) return any Equipment; and (ii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any, as well as any other upfront funding deemed earned over the Term, if any, pro-rated through the date of termination.

(c) If Bottler breaches any of its material obligations under this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from the City, then City may terminate this Agreement and Bottler shall remove all Equipment from the Facilities, and the City shall be entitled to retain the earned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any; other upfront funding deemed earned over the Term, if any, prorated through the date of termination; and any fees or payments due for the Agreement year in which the termination occurs, such as commission fees, if any.

(d) Notwithstanding the above, nothing in this section shall operate to restrict any other remedies that either party may have against the other in the event of a material breach by a defaulting party.

9. Insurance

The Bottler acknowledges that the City is self-insured, as provided in **Attachment B** to this Agreement.

Bottler shall, at its sole cost and expense, obtain, provide and maintain, during the Term, the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide:

- 1) Commercial General Liability. A policy including, but not limited to, commercial general liability, including bodily injury, personal injury, property damage, in the amount of \$1,000,000 per occurrence. Coverage shall be provided on an occurrence basis..

2) Workers' Compensation per the statutory limits of the State of Florida and Employer's Liability Insurance.

3) Automobile Liability - \$1,000,000 combined single limit for all owned/non-owned/hired automobiles.

Said policies of insurance shall be primary for Sponsor/Bottler's negligence only to and contributing with any other insurance maintained by Bottler or City, and all shall name City of Miami Beach, Florida as an additional insured on the commercial general liability and automobile liability policies. Sponsor shall provide thirty (30) days written notice to City prior to policy cancellation.

Bottler shall file and maintain certificates of the above insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the Term.

10. Notices

Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) **Notice to Sponsor.**

Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company
3350 Pembroke Road
Hollywood, Florida 33021
Attention: V.P. Market Unit, South Florida
Fax: 954-986-3173
Ticket Addressee: V.P. Market Unit, South Florida
Fax: 954-986-3173

With a copy to: Coca-Cola Refreshments USA, Inc.
2500 Windy Ridge Pkwy
Atlanta, Georgia 30339
Attention: General Counsel

(B) **Notice to City.**

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33138
Attention: Hilda Fernandez
Fax: 305-673-7782

11. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law rules.

12. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

13. Retention of Rights

No party shall obtain, by this Agreement, any right, title or interest in the trademarks of the other, nor shall this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, service marks or copyrights of the other, except as may be expressly provided and authorized herein.

14. Jury Waiver

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

15. Entire Agreement

This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior written consent of all parties; provided, however, that Bottler may assign this Agreement in connection with its reorganization or the sale of all or substantially all of its assets. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

The Coca-Cola Company, acting by and through
its Coca-Cola North America Division

By: Susanne Geldert

Print Name: Susanne Geldert

Title: Sr. VP, Southeast Region Sales
3/26/12

City of Miami Beach

By: Matti H. Bower

Print Name: Matti H. Bower

Title: Mayor
3/16/12

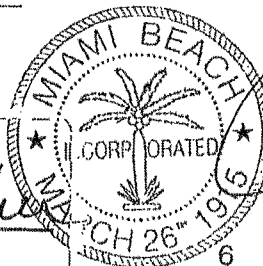
Coca-Cola Refreshments USA, Inc. d/b/a Florida
Coca-Cola Bottling Company

By: Sally Forsyth

Print Name: SALLY FORSYTH

Title: REGION CONTROLLER 3/22/12

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



Robert Pacher

ATTEST

[Signature]
City Attorney

3-15-12

Date

Attachment A

TERM SHEET

EXCLUSIVE NON-ALCOHOLIC BEVERAGE AGREEMENT

**CITY OF MIAMI BEACH AND COCA-COLA REFRESHMENTS USA, INC.
and COCA-COLA NORTH AMERICA, A DIVISION OF THE COCA-COLA
COMPANY**

1. DEFINITIONS:

Bottler: Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company

Company: Coca-Cola North America, a division of The Coca-Cola Company

Sponsor: Collectively, "Bottler" and "Company"

City: City of Miami Beach

Agreement: Exclusive Non-Alcoholic Beverage Agreement

Facilities: Includes the following Miami Beach property, including any land, building, structures and/or other facilities thereon: Miami Beach Golf Club; the Normandy Shores Golf Club; The Fillmore Miami Beach at the Jackie Gleason Theater (upon the expiration of the current management agreement); the Miami Beach Convention Center; all currently existing City of Miami Beach owned parks and recreational facilities; all currently existing City of Miami Beach owned public parking garages which are either directly operated by the City, through its Parking System, or by a third party who, pursuant to a management or concession agreement with the City, is contractually authorized to operate and manage such garage on behalf of the City; all currently existing public beachfront concessions which are either directly operated by the City or by a third party who, pursuant to a concession or management agreement with the City, is contractually authorized to operate and manage such concession on behalf of the City; and any additional future Facilities or expansion of existing or future Facilities, including but not limited to, the concession facilities at 21st and 46th street and at South Pointe Park and the Miami Beach Convention Center facility expansion, except as may be otherwise be excluded in the Agreement.

Beverage: all non-alcoholic beverages of any kind including but

	<p>not limited to coffee products; tea products; concentrated energy drinks, including those in small servings; protein-enhanced dairy beverages; frozen drinks (e.g. ICEE) and smoothies made from concentrate; and the pre-mix and/or post-mix syrups used to prepare fountain Beverages. "Beverage" or "Beverages" shall not include dairy products except as noted above (e.g. milk, yogurt, ice cream), water drawn from the public water supply, or unbranded juice squeezed fresh at the Facilities.</p> <p><u>Products:</u> Beverage products purchased directly from Bottler, or with written Bottler approval from, or Bottler's authorized distributor, or sold through vending machines owned and stocked exclusively by Bottler.</p> <p><u>Competitive Products:</u> Beverages which are not Products.</p>
2. AGREEMENT TERM:	The Term shall begin January 1, 2012 and will continue until December 31, 2021 (the "Term"). When used in this Term Sheet, the term "Agreement Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
3. EFFECTIVE DATE:	January 1, 2012
4. EXPIRATION DATE:	December 31, 2021 as to all Facilities
5. SPONSORSHIP FEE:	<p>\$3,725,000 for the Term of the Agreement.</p> <ul style="list-style-type: none"> • First installment of \$800,000 (includes sponsorship fee for Agreement Year One and signing bonus) will be paid within sixty (60) days of execution of the Agreement by all parties. The portion pertaining to the signing bonus (\$475,000) will be deemed earned over the Term and the portion pertaining to the sponsorship fee for the Agreement Year One (\$325,000) shall be deemed earned evenly on a monthly basis during the first Agreement Year. • \$325,000 due each Agreement Year thereafter during the Term of the Agreement, due upon the anniversary date of the Agreement and will be deemed earned over the Agreement Year. (Subject to purchase of a minimum of 22,500 cases of bottles/cans per year.)
6. COMMISSIONS:	Commissions to be paid quarterly in arrears by Bottler to City based upon cash collected less taxes and as per the Commission Rate Structure according to Bottler's sales records. (Exhibit 1)
7. COMMUNITY: SUPPORT/	Bottler will provide City with a total of \$17,500 in cash for the

COMPLIMENTARY PRODUCT:	<p>purchase of equipment or other products (mutually agreed upon)</p> <p>Bottler shall provide City, upon City's request, with up to 450 standard physical cases of complimentary Product (12 ounce CSD cans and/or DASANI 12 ounce bottles) per Agreement year for a Product bank to be used by the City. If City does not request complimentary Product by the end of each year, any remaining complimentary Product shall be retained by Bottler with no further obligation to Account. Bottler will provide complimentary Product donation report upon Account's request.</p>
8. ADVERTISING & SPONSORSHIP:	<p>Bottler has the exclusive right to advertise Products (i) at the Facilities and (ii) in connection with the Facilities. No permanent or temporary advertising, signage or trademark visibility for Competitive Products are permitted anywhere at the Facilities, except as permitted pursuant to the Agreement. Advertising rights are further delineated in Exhibit 2. Bottler has the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, dairy-based protein drink, water, tea, energy drink, and/or juice or juice drink, etc. of the Facilities, of the City of Miami Beach and of South Beach. Bottler will be the exclusive advertiser of Products associated with the Facilities.</p>
9. PRODUCT RIGHTS:	<p>Bottler has the exclusive right to sell or distribute Products at the Facilities. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities, or on the City's public rights-of-ways, except as may otherwise be provided for in this Agreement.</p>
10. EXCEPTIONS:	<p>Except for those Facilities specifically enumerated in Section 1., "Facilities" shall NOT include any City of Miami Beach property (including any City-owned land, buildings, structures, and/or other facilities thereon) which—as of the Effective Date—is used, occupied, controlled, and/or managed and operated by a third party (or parties) pursuant to any of the following agreements between the City and such third party(ies): (i) lease agreement; (ii) concession agreement; (iii) operation and management agreement; (iv) development agreement; (v) easement agreement; (vi) license and/or use agreement; (vii) revocable permit; and/or (viii) any other written instrument between the City and such third party(ies) which establishes a contractual right on behalf of such third party(ies) for the use and/or occupancy of City property. This shall include, but not be limited to, any City property occupied by a tenant through a lease or rental agreement (including, without limitation, leases or rental agreements for office,</p>

	<p>retail, and/or commercial uses(s) in City-owned buildings); any City property managed and operated, and/or otherwise used, by a third party(ies) pursuant to a management agreement or concession agreement; private upland owner beachfront concessions which are issued a permit by the City (and which are neither operated directly by the City, nor by a third party on behalf of and pursuant to a contract with the City); sidewalk cafes which are issued a permit to operated pursuant to the City's Sidewalk Café Ordinance, as may be amended from time to time; "public-private" projects developed and constructed pursuant to a Development Agreement (pursuant to the requirements of the Florida Local Government Development Agreement Act under Chapter 163, Florida Statutes); any hotel or retail development related to the expansion of the Miami Beach Convention Center that is not managed as part of the Convention Center operations (e.g. adjacent commercial retail, hotel, etc.); public bus shelter advertising managed by a third party under contract with the City; and advertising permitted pursuant to the City's current agreement for the public bike-share concession. Notwithstanding the preceding, the City will: i) make reasonable good faith efforts to meet with the bike-share concessionaire and negotiate an amendment to the existing bike-share concession agreement, which must also be subject to agreement by the bike-share concessionaire, to prohibit the bike-share concessionaire from advertising Competitive Products; ii) if City renews the bike-share concession agreement with the bike-share concessionaire, then, as a condition to such renewal, the City Manager will recommend that such renewal be conditioned that such renewal include a term prohibiting the bike-share concessionaire from advertising Competitive Products; and iii) no advertising of Competitive Products shall be permitted on bike-share station kiosks during the Term should the City, after the Effective Date, approve advertising for placement on bike-share kiosks. Should the City enter into any new bike-share agreements during the Term, no advertising of Competitive Products shall be permitted on the bicycles used for that bike-share agreement(s).</p> <p>Further, for the following locations which are under a pre-existing concession and/or use agreement (i.e. in effect prior to the Effective Date of the Agreement) with a Competitive Products supplier, those Facilities will come under this Agreement after such Competitive Products agreement is terminated or expires, or until such time as the concession or use agreement with the City for those Facilities is terminated, expires or is subject to any renewal provisions. The current</p>
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	<p>list of such facilities, and their expiration dates, are as follows:</p> <ol style="list-style-type: none"> 1) 21st Street/46th Street Beachfront Concession/Tim Wilcox, Inc. – 11/30/2012 2) South Pointe Park Concession/Blissberry – 11/30/2012 3) Normandy Isle Pool Concession Stand/E. Gomez – 11/09/2011 <p>City agrees that it will not knowingly permit any Competitive Products to be sold, distributed, served, sampled, marketed, advertised or promoted at the Facilities, or in association with City, except, and as further explained, in Exhibit 8:</p> <ul style="list-style-type: none"> • Third party exhibitor set ups at Facilities or during City-Permitted Special Events in accordance with the City's Special Event Permit Guidelines, as same may be amended from time to time. • Charitable events at Facilities or at City-Permitted Special Events where Competitive Product are donated to the charitable event; • Availability at City-Permitted Special Events only within Special Event Permit Area (as such term is defined in the City's Special Event Permit Guidelines, as same may be amended from time to time). • Up to four (4) sponsorship events at the Miami Beach Golf Club, and up to four (4) sponsorship events at the Normandy Shores Golf Club each Agreement year; • up to three (3) sponsorship events at the Miami Beach Convention Center each Agreement Year (the number limitation for the sponsorship events at the Miami Beach Convention Center is subject to a review after three (3) Agreement Years); • a mutually agreed upon number of sponsorship events at the Fillmore Miami Beach at the Jackie Gleason Theater (upon expiration of the existing management agreement); and • up to four (4) City-issued Special Event Permits for a "City Approved Major Sponsorship Public Event", each Agreement Year, which includes an event sponsored by a manufacturer, distributor, or marketer of Competitive Products under a master sponsorship agreement with the owner or operator of the sponsorship event; an event conducted on a national or regional multi-market basis; and/or an event where a competitor is the presenting, title or other primary sponsor of the event. The number limitation for City-Issued Special Events is subject to a review after three (3) Agreement Years.
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	<p>Whenever possible, City will make reasonable good faith efforts to encourage third party users of the Golf Courses and Convention Center, and Special Event organizers, to use Bottler's Products for their non-alcoholic beverage needs. Since third party organizers who apply for Special Event Permits will be permitted to sell only Bottler's Products, City will amend City's Special Events Permit Application and City will provide Sponsor contact information through the City's Special Events Permit Application process.</p>
11. MARKETING PROGRAM:	<p>Bottler agrees to provide Account with annual in-kind marketing support fund with an approximate retail value of Two Hundred Thousand Five Hundred Dollars (\$200,500) as further delineated in Exhibit 3.</p>
12. RECYCLING PARTNER:	<p>Bottler shall be designated the official "Recycling Partner" of Account. In consideration of this designation, Bottler shall provide, at their cost, the services/products delineated in Exhibit 4, with a minimum total value of \$15,000, and up to \$25,000 over the entire Term</p>
13. VENDING PROGRAM/OTHER EQUIPMENT	<p>City agrees that Bottler shall place a minimum of sixty-five (65) Product vending machines in mutually agreed upon locations at the Facilities, and Bottler will loan to City at no cost, Beverage dispensing equipment as reasonably required and as mutually agreed upon to dispense Products at the Facilities, and in accordance with Exhibit 5.</p>
14. CITY SUPPORT:	<p>In consideration of the partnership, City grants to Bottler: Twenty-six (26) rounds of golf each Agreement Year (max of eight during peak season; no more than twelve at Miami Beach Golf Course; benefit does not roll over); a minimum of four (4) free tickets to at least six (6) ticketed events at Facilities each Agreement Year, subject to availability (e.g. Art Basel Miami Beach, Auto Show, South Beach Comedy Festival at the Fillmore, etc.). Additional tickets will be provided as available. Benefit does not roll over.</p>
15. PRICING:	<p>Bottle/Can Pricing: City is entitled to purchase bottle/can Products from Bottler in accordance with the price schedule set forth in Exhibit 6; prices shall remain in effect until July 31, 2012. Thereafter, such prices will be subject to an annual increase of no more than four percent (4%) over the previous Agreement Year's price.</p> <p>Fountain Products or Georgia Coffee Pricing: Bottler will sell fountain Products to City at the National Account prices, as</p>

	<p>announced by the Bottler in January of each year. Georgia Coffee pricing shall be provided quarterly based on commodity markets.</p> <p>Purchasing: All Product shall be purchased directly from Bottler, except for those Products that Bottler identifies can be purchased from an authorized Coca-Cola distributor.</p>
16. TERMINATION:	<p>If City breaches any of its material obligations set forth in this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from Bottler, then, Bottler may terminate this Agreement, and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination).</p> <p>If Bottler breaches any of its material obligations set forth in this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from City, then, City may terminate this Agreement, and Bottler shall (i) remove any Equipment, and (ii) pay to City the earned portion of any pre-paid Sponsorship Fees or other fees or payments due for the Agreement year in which the termination occurs (pro-rated through the date of termination).</p> <p>City shall not be in default in the event of any claim filed in relation to City's restriction on Competitive Product sampling; provided, however, the Bottler shall have the following remedies: 1) ability to renegotiate financial terms, as appropriate, within a specified time (e.g. 90 days); or, 2) failing to negotiate terms acceptable to both parties within specified time, Bottler may terminate the Agreement, and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination). Nothing in this section shall operate to restrict either party's other remedies in the event of a material breach by the other.</p>
17. MAINTENANCE & SERVICE:	<p>Bottler agrees to provide reasonable service and maintenance for the equipment during the Term. City shall allow Bottler to enter its premises for the purpose of inspection or performance of such maintenance and repair, or necessary replacement or return of the equipment. Bottler and City will establish a mutually agreed upon refund bank and customer service program, as delineated in Exhibit 7.</p>
18. REPORTS/AUDITING:	<p>Bottler will provide an annual business review report within 90</p>

	days following each Agreement Year during the Term; Commission reports will be provided monthly. The format of such reports shall be mutually agreed upon. City has the right to audit/inspect account statements with reasonable prior notice to Bottler and during normal business hours. If City requests an audit, City agrees to pay for such audit. Account records must be retained for a minimum of two (2) Agreement Years after the payment of the annual Sponsorship Fee is paid, in addition to the current Agreement Year of the Term, and for two (2) Agreement Years following expiration or termination of the Agreement.
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Exhibit 1 to Term Sheet

COMMISSIONS

Workplace Facilities (City Hall, Police Station, and other City Facilities):

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. PET carbonated/NESTEA®	\$1.25	30%
20 oz. PET Minute Maid®	\$1.25	30%
20 oz. PET DASANI®	\$1.25	30%
300 ml PET DASANI®	\$0.75	30%
20 oz. PET POWERADE®	\$1.50	30%
20 oz. PET vitaminwater®	\$1.75	15%
16 oz. cans Energy Beverages	\$2.00	30%
16.5 oz. PET FUZE ®	\$2.00	15%
15.2 oz. PET Minute Maid® Juices to Go	\$1.50	15%

All other public locations (such as South Beach):

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. PET carbonated/NESTEA®	\$1.50	30%
20 oz. PET Minute Maid®	\$1.50	30%
20 oz. PET DASANI®	\$1.50	30%
300 ml PET DASANI®	\$1.00	30%
20 oz. PET POWERADE®	\$1.75	30%
20 oz. PET vitaminwater®	\$2.00	15%
16 oz. cans Energy Beverages	\$2.25	30%
16.5 oz. PET FUZE®	\$2.25	15%
15.2 oz. PET Minute Maid® Juices to Go	\$1.75	15%

In Agreement Years Four and Seven, the Vend Prices will increase by twenty-five cents for each Product listed above. For example, in Agreement Year Four, 300ml. DASANI will increase to \$1.00 Vend Price and then in Agreement Year Seven, 300ml. DASANI will increase an additional twenty-five cents to \$1.25. The Commission Rates will not change during the Term of this Agreement. There are two vend rates (one for workplace and one for public locations) that will be outlined in the final formal agreement between the parties, but note that commission rates will remain the same.

Commissions are paid based upon cash collected after deducting taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates as necessary to reflect changes in its costs, including cost of goods, upon prior written notice and approval by City. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the City, and shall become immediate property of City.

Exhibit 2 to Term Sheet

ADVERTISING RIGHTS

(Except as otherwise noted, the following rights may not be transferred or assigned by Bottler)

1. Recognition of Bottler as the "Official Non-Alcoholic Beverage Sponsor" of City. Official status will include Official Status Recognition for City across all non-alcoholic beverage categories i.e. "Coca-Cola Official Soft Drink of Miami Beach" and Official Status Recognition for South Beach across all non alcoholic beverage categories (i.e. "POWERADE Official Sports Drink for South Beach")
2. Official Sponsor Status (for Products) of all City-produced citywide Special Events, whether now existing or as may exist in the future (i.e. including, without limitation, and for example purposes only Sleepless Nights); Bottler to have highest sponsorship level and benefits available other than presenting or title sponsorship. In addition, Bottler will be recognized as the "Title Sponsor" of City's "Fire on the 4th Annual Independence Day Celebration" each Agreement Year during the Term.
3. Recognition of Bottler as the "Official Recycling Partner" for the City of Miami Beach & South Beach
4. Joint Bottler/City Logo placement on City and City-related websites (e.g. Miami Beach Convention Center, Miami Beach Golf Club, Normandy Shores Golf Club, Miami Beach Culture web site (MBCulture.com); and any other City websites, whether now existing or as may exist in the future, to such extent as permitted by any federal or state regulations on .gov domains. City will use reasonable commercial efforts to include joint Bottler/City Logo on all printed convention and tourism materials, as appropriate and available.
5. Waiver of any Special Event Permit and/or Permit Application Fees for Bottler's use of certain Account Facilities for up to two (2) mutually agreed upon events per Agreement Year, based on availability. For purposes of the Special Event Permit and/or Permit Application Fee waiver, these Facilities shall include public beachfront areas and Parks and Recreation facilities where Special Events are permitted. All other fees and costs of production, including but not limited to, taxes, security, sanitation, etc., shall be the responsibility of Bottler. Right may not be transferred or assigned.
6. Waiver of any rental or use fees for Bottler's use of certain City Facilities for up to (two) 2 mutually agreed upon events per Agreement Year, based on availability. For purposes of the rental or use fee waiver, these Facilities shall include the use of meeting room space or ballroom space at the Miami Beach Convention Center. All other fees and costs of production, including but not limited to taxes, security, audio/visual, decoration, etc., shall be the responsibility of the Bottler. Right may not be transferred or assigned.
7. Unlimited, royalty-free Product sampling at City produced and/or sponsored events; Royalty-free Product sampling permits per Agreement Year, as follows: 48 permits each Agreement Year, but permits will be limited to not more than six (6) permits in any one month period. Right may not be transferred or assigned. If Sponsor does not use all 48 permits by the end of each Agreement Year, any remaining permits will not roll-over to the following Agreement Year, but will be forfeited.
8. Mutual agreement on the development and use of a joint logo between Bottler and Account.
9. Right to use mutually agreed upon joint logo on any point-of-sale, marketing materials, and/or signage that may be mutually agreed upon.
10. Royalty-free advertisement in City's magazine (i.e. MB Magazine); minimum of a quarter page each issue; larger ad size as may be available. Right may be transferred or assigned.
11. Royalty-free prominent advertisement in any Special Promotional Event programs or collaterals produced for City-produced citywide Special Promotional Events (i.e. including, without limitation, July 4th and Sleepless Nights). City shall use best efforts to provide a full page ad.

12. The right to brand City's public beach concession area(s) with approved Bottler and City joint branding graphics (e.g. concession stands, storage shed, umbrellas, etc.), subject to proposed branding meeting all necessary administrative and regulatory approvals. Implementation of any approved branding shall be at the Bottler's expense. All trademark usage must be pre-approved prior to usage. The erection of any other signage other than vending machine display shall be subject to approval by the City.
13. One Royalty-free joint City/Bottler message PSA advertising panel at the 5th and Alton bus shelter; production/installation costs paid by Bottler. Minimum of full use of one PSA ad panel for the entire term of the Agreement.
14. Minimum of one (1) Royalty-free advertising panel at the 5th and Alton bus shelter, on a space availability (remnant) basis; production/installation costs paid by Bottler. Right may be transferred or assigned.
15. Minimum of one (1) one-month Royalty-free electronic joint City/Bottler message PSA run on Atlantic Broadband and Welcome Channel; Additional months based on ongoing availability;
16. Minimum of one (1) unlimited run on MBTV of City/Bottler message PSA;
17. Royalty-free POF ticket ad based on space availability; production costs paid by Bottler. Right may be transferred or assigned.

The parties agree to perform such additional marketing activities, as the parties may mutually agree upon to drive traffic to the Facilities and to increase Product sales.

Exhibit 3 to Term Sheet

MARKETING PROGRAM

Bottler shall provide City for approval with the proposed annual marketing plan for promotion of the partnership no later than ninety (90) days prior to the beginning of each Agreement Year, except for the first Agreement Year when the marketing plan shall be provided to the City within ninety (90) days after execution of Agreement. The annual value of the marketing plan shall be no less than \$200,500, as determined in good faith by Bottler and based on generally accepted marketing values. Some examples of activation may include the following; however, actual marketing programs will depend on availability of these programs.

- Inclusion of the City in the My Coke Rewards program, or other customer reward program offered by Bottler, through an annual promotional program (e.g. sweepstakes); estimated value \$100,000, or equivalent value. Activation based on availability
- Truck-back promotions program - value: \$24,000/year based on availability
- Box Topper program or other similar high-visibility promotional program; value: \$25,000/year
- Neck Ringer program: a Neck Ringer program shall be available with a minimum distribution of neck ringers
- Touring Program: Bottler will bring the Open Happiness Tour, or such other promotional touring program offered by Bottler, to the City based on availability.
- Bottler to develop and implement at least five (5) strategic marketing partnerships with the Account and the Bottler's other sponsorship partners during the Term of the Agreement. Such strategic marketing partnerships may include, but are not limited to, cross promotion, product, tickets, etc., with other brands or products currently under a sponsorship or other promotional/marketing agreement with the Bottler.
- LeBron James Event/celebrity event; value: \$45,000 based on availability, or equivalent value

City acknowledges the intent of the Bottler to develop a joint marketing logo incorporating the Bottler's mark and the City's mark. Bottler shall obtain approval from the City, in writing, of the joint logo for use in promotion of the Agreement, including, but not limited to, its use in all commercial, marketing, media advertisements, web sites and promotional products.

A party's use of the other party's marks in promotions, on products and signage, shall be first approved by the other party in writing, and all uses of a party's marks shall be acknowledged as that party's intellectual property and include appropriate trademark notices.

The parties agree to perform those additional marketing activities, as the parties may mutually agree upon to drive traffic to the Facilities and to increase Product sales. City agrees to provide Bottler with reasonable marketing assets inventory (e.g., to be used with a My Coke Rewards national consumer sweepstakes, or other such similar sweepstakes) for mutually agreed upon promotions each year during the Term to promote Bottler Products and City.

Exhibit 4 to Term Sheet

RECYCLING PARTNERSHIP

Bottler shall be designated the official "Recycling Partner" of City.

Bottler shall provide, at its cost, the following services/products (value of \$15,000-\$25,000):

- Assess, consult and offer a Recycling Program Plan for bottle/can recycling initiatives
- Propose messaging strategy for the City's bottle/can recycling initiatives (within 90 days after execution of Agreement)
- Provide Temporary recycling bins for special events (minimum of 30) to City at Bottler's cost;
- Provide Recycling bins for placement in Facilities or agreed upon public areas (minimum of 15) to City at Bottler's cost; design subject to review and approval of City;
- Place reverse vending machines (crushers) in vending banks in the Facilities; minimum of five (5) crushers placed during the first five Agreement Years of the Term, at Bottler's cost.
- Use of Recycling Educational Vehicle (REV,) or other Education Recycling material, at City events; scheduled at least one time every 18 months during the Term.

Exhibit 5 to Term Sheet

VENDING PROGRAM

Bottler shall place, at their cost, all vending machines in agreed upon locations pursuant to the following:

- 1) Bottler shall provide to City within 90 days after execution of Agreement the proposed equipment plan for the Agreement Term; to include the machine allocation plan by type (e.g. interactive vending machines, glass front etc.) and location; equipment replacement schedule; and vend front replacement and schedule for existing vending machines that need the vend front replaced. All equipment shall be UL energy star rated.
- 2) Bottler shall install vending machines within 180 days after the proposed equipment plan has been approved by all parties. Both parties agree that the installation of vending machines shall be completed within 180 days after the proposed equipment plan has been approved by all parties. Agreement execution. The already approved beach thematic vend fronts will be used unless other mutually agreed upon vend fronts have been selected and approved, and if beach thematic vend fronts are available. The vend fronts shall include advertising panels for use by the City, as approved by Bottler, provided that the vending machines are equipped with advertising panel(s). Bottler shall pay all costs for the production and installation of the City vend front advertising panels. A minimum of two (2) and a maximum of four (4) City vend panel ads shall be produced/installed each Agreement Year.
- 3) Bottler shall provide within 90 days after execution of Agreement the proposed credit card reader installation plan and schedule. All credit card reader installation shall be completed within Agreement Year One.
- 4) City shall provide all electrical power necessary to operate the vending machines, and City shall pay up to \$200 for the cost of any electrical modifications or connections necessary to accommodate any new vending machine placement, upon mutual agreement of the proposed location for the placement of the vending machine.
- 5) All vending machines remain the property of the Bottler.
- 6) Bottler shall provide a product list to the City to be included in the vending program. Any changes to the Product list shall be provided to the Account prior to Product placement in a vending machine. Bottler shall work with the City's Parks and Recreation Department to identify the appropriate vending products for inclusion in vending machines located in any City park. The City's Park and Recreation Department shall provide approval, in writing, of the Products to be sold in the vending machines placed in City parks.
- 7) Bottler shall maintain vending machines reasonably well-stocked with Products.

Exhibit 6 to Term Sheet

INITIAL PRICE SCHEDULE*

<u>Package</u>	<u>Price per case</u>
20 oz. CSD	\$17.85
12 oz. CSD	\$9.46
15.2 oz. MMJTG	\$23.36
12 oz. DASANI®	\$8.88
1 liter CSD	\$16.29
20 oz. DASANI®	\$10.82
20 oz. vitaminwater®	\$27.00
8 oz. CSD	\$16.00
20 oz. NESTEA®/ Minute Maid® Refreshment	\$17.85
20 oz. POWERADE®	\$19.00
16 oz. Monster®	\$34.00
2 liter CSD	\$12.35
16.9 Honest Tea®	\$12.60
500 ml Gold Peak®	\$13.99
8 oz. aluminum bottle	\$16.48

<u>Post-Mix</u>	<u>Price per gallon</u>
5 gallon BIB CSD and NCB	\$12.24
2.5 gallon BIB CSD and NCB	\$12.78
5 gallon BIB Unsweet NESTEA®	\$11.82
2.5 gallon BIB Unsweet NESTEA®	\$12.40
5 gallon BIB Premium NCB	\$12.75
2.5 gallon BIB Premium NCB	\$13.30
5 gallon BIB Frozen Dispensed	\$13.88
2.5 gallon BIB Frozen Dispensed	\$14.26

<u>Cups</u>	
24 ounce	\$52.89 per 1,200

<u>Lids</u>	
24 ounce	\$34.55 per 2,000

<u>CO2</u>	
20 lb. cylinder	\$25.00 per cylinder (plus \$75.00 deposit)

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.

Georgia 64 Oz Brew; Price per Case and package size: (Prices effective for the period: 1/1/2012-3/31/2012) (All coffee is priced FOB to Distributor, prices do not include any distributor markup.)

Product	Package (Frac)	Small Filters	Large Filters
Dark Roast	100, 2.75 oz	\$110.38	\$110.38
Light Roast	128, 2.25 oz	\$117.87	\$117.87
Decaf	75, 2.00 oz	\$67.95	\$67.95
Organic	75, 2.75 oz	\$110.10	\$110.10

Exhibit 7 to Term Sheet

MAINTENANCE & SERVICE

During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreements, at no cost, that Beverage equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facilities.

Bottler agrees that all equipment shall be new or in "like new" condition and that it shall operate and manage the equipment, services and facilities offered in a first-class manner. Bottler shall provide City with the Maintenance Plan and Schedule for all Bottler equipment within 90 days of execution of Agreement, to include the Bottler's plan and schedule for servicing the City.

Bottler shall provide throughout the Term of this Agreement, at Bottler's expense, all repairs, replacements and technical services necessary to maintain and preserve the Bottler's equipment in a decent, safe, healthy and sanitary condition satisfactory to City and in compliance with applicable laws.

Bottler warrants that it shall correct all mechanical problems with vending machines no later than four (4) business days after notice and no later than twenty-four (24) hours after notice for all other dispensing equipment.

Acts of vandalism to Bottler's equipment will be reported to Bottler immediately and addressed within four (4) business days. If the vending machine is repairable, the vending machine will be repaired within four (4) business days. If the vending machine is not repairable, vending machine will be condemned and swapped within seven (7) business days.

Bottler is the only party allowed to make repairs on Bottler-owned equipment.

All vending machines shall display a "service hotline" sticker to expedite calls. A toll free ("1-800") number shall be provided and a 24-four hour per day, seven days a week continuously operating telephone answering service shall be provided.

A reimbursement fund in the amount adequate to handle all necessary refunds between service calls shall be made available to City at designated location(s) mutually agreed upon by City and Bottler. Each person requesting a refund shall complete a form which shall be maintained by the City and provided to the Bottler as required. The reimbursement fund shall be checked by the Bottler no less than once a month and replenished as needed. Information on refunds shall be provided on each machine.

Exhibit 8

The term "Special Promotional Events" ("Event") shall mean and is limited to the following: concerts; theatrical or comedic performances; conventions; trade shows; religious events; athletic events; or other special events occurring at a Facility that meet the following requirements: (i) they are sponsored by a manufacturer, distributor, or marketer of Competitive Products under a master sponsorship agreement with the owner or operator of the subject Event (including, without limitation, a concert or theatrical production company, or a trade show or convention production company, but NOT including in any instance the City or its affiliates or agents); (ii) they are conducted on a national or regional multi-market basis; (iii) they are NCAA collegiate championship athletic events; and, (iv) the event sponsorship agreement referred to in subsection (i) above requires on-site temporary signage for Competitive Products.

The term "Special Promotional Events Exceptions" shall refer to those exceptions granted under the Agreement, for each Agreement year, to permit the following fifteen (15) Special Promotional Events at the following Facilities: (i) four (4) events at the Miami Beach Golf Club; (ii) four (4) events at the Normandy Shores Golf Club (The Miami Beach Golf Club and Normandy Shores Golf Club may also be referred to collectively herein as "Golf Courses"); (iii) three (3) events at the Miami Beach Convention Center ("Convention Center"); and (iv) four (4) City Approved major Sponsorship Public Special Events (as defined below); provided, however, that the number limitation for City Approved Major Sponsorship Public Special Events shall be revisited and reviewed by the parties, in good faith, at the conclusion of the third Agreement Year.

- a. Golf Courses and Convention Center/Special Promotional Events Exception. In any Agreement Year, temporary signage (such as, but not limited to, banners) for Competitive Products may be displayed at each of the Golf Courses during up to four (4) Special Promotional Events, and during up to three (3) Special Promotional Events at the Convention Center ; PROVIDED, HOWEVER, that: (i) Sponsor's Beverage availability, marketing, advertising, promotional, and other rights under this Agreement will not otherwise be affected during any such Event; (ii) Competitive Products may be distributed at no cost, but no Competitive Products will be sold or otherwise made available during the Event(except as permitted in this exception); (iii) no blockage of any signage or other trademark/service mark display Sponsor may have at the Facility will occur during the Event, except for incidental blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Event; or, in the case of NCAA championship events , religious events or political conventions where no advertising is allowed and all advertisers are treated equal with all signage covered in the seated area of the Facility; (iv) all temporary signage for Competitive Products will be promptly removed from the Facility upon the conclusion of the Event; and (v) at no time will the Competitive Products make any statements, or use any temporary signage, that uses the trademarks/service marks of the City of Miami Beach, South Beach, Golf Courses or the Convention Center, nor in any way associate these Competitive Products with the City of Miami Beach, "South Beach," the Golf Courses, or the Convention Center. The Special Promotional Events at the Golf Clubs and the Convention Center must occur over a period of no more than twenty-four (24) hours. The twenty-four hours does not include set up or tear down time required, or NCAA Championship events or political conventions which may exceed the aforesaid time limitation. The Convention Center may use the three one day

(one day = twenty-four hours) in the aggregate in each Agreement Year during the Term. Aggregate, as used in this paragraph, shall mean the total of twenty-four hours multiplied by the total number of Special Promotional Events permitted, as provided for herein. For example purposes only, the Miami Beach Convention Center are provided three Special Promotional Event Exceptions per Agreement Year. As such, the three Special Promotional Events may occur in the Miami Beach Convention Center for a total of 72 hours in an Agreement year (24 hours x 3 events = 72 hours/year).

- b. City Approved Major Sponsorship Public Special Events/Special Promotional Events Exception. In any Agreement Year, temporary signage (such as, but not limited to, banners) for Competitive Products may be displayed during up to four (4) Special Promotional Events for City Approved Major Sponsorship Public Special Events. The term "City Approved Major Sponsorship Public Special Event" shall refer to a City-approved public event (i.e. where public access is allowed either via no cost or via pre-purchased ticket) held on City property, and permitted pursuant to the City's approved Special Event Permit process, as same may be amended from time to time during the Term of this Agreement (for example purposes only, this may include, but not be limited to events such as Super Bowl Pepsi Jam and Red Bull Illume); and may also include an event sponsored by a manufacturer, distributor or marketer of Competitive Products pursuant to a sponsorship agreement with the owner, operator or promoter of the event; an event conducted on a national or regional multi-market basis; and/or an event where a Competitive Product is the naming, presenting, title, brought to you by, or other primary sponsor of the Event. Temporary signage for Competitive Products at City Approved Major Sponsorship Public Events may be displayed as an Event "naming sponsor", Event "presented by" sponsor, Event "brought to you by" sponsor, or as a sponsor represented as a "Gold" or "Platinum" (or such other equivalent) sponsor of the Event; PROVIDED, HOWEVER, that: (i) Sponsor's Beverage availability, marketing, advertising, promotional, and other rights under this Agreement will not otherwise be affected during any such Event; (ii) no blockage of any signage or other trademark/service mark display Sponsor may have at the Facility will occur during the Event, except for incidental blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Event; or, in the case of NCAA championship events, religious events or political conventions where no advertising is allowed and all advertisers are treated equal with all signage covered in the seated area of the Facility; and (iii) all temporary signage for Competitive Products will be promptly removed from the Facility upon the conclusion of the Event. At no time will the Competitive Products make any statements or use any temporary signage that uses the trademarks/service marks of the City of Miami Beach, "South Beach," or the Facilities, or in any way associate these Competitive Products with the City of Miami Beach Facilities. Notwithstanding the above, Competitive Products may be distributed, sampled or made available during a City Approved Major Sponsorship Public Special Event for which there is a Special Promotional Events Exception. Such distribution, sampling or availability shall occur ONLY within the approved site plan for the event. However, should concession service (sales) for any non-alcoholic beverage other than Products be required or necessary for the event, and there are no existing concessions at the location of the City Approved Major Sponsorship Public Special Event for which there is a Special Promotional Events Exception, the City Manager shall submit a letter to Sponsor requesting that Sponsor grant a waiver to permit such sale at the Event; outlining the details of the exception and the business reasons for the request and such request shall require Sponsor's prior written approval. Sponsor reserves the right to not approve the limited waiver for this purpose. Sponsor will notify the City Manager of whether the request for waiver will be approved within twenty (20) business days of Sponsor receiving the City Manager's letter. -

The Special Promotional Event Exception for a City Approved Major Sponsorship Public Special Event must occur over a period of no more than seventy-two (72) hours. The seventy-two hours does not include set up or tear down time required, or NCAA Championship events or political conventions which may exceed the aforesaid time limitation. The seventy-two hours may be used in the aggregate in each Agreement Year during the Term. Aggregate, as used in this paragraph, shall mean the total of seventy-two hours multiplied by the total number of Special Promotional Events Exceptions, as provided for herein. As such, the four Special Promotional Events may occur on public property for a total of 288 hours in an Agreement year (72 hours x 4 events = 288 hours/year).

- c. Other permitted Exceptions. Exhibitors at Conventions or trade shows, or third party exhibitor set ups at Facilities shall have the right to serve Competitive Products within their booth provided that same is limited to the duration of the corresponding event and, provided further, that the Competitive Products are not marketed, advertised or promoted in association with the City of Miami Beach and/or the Facilities, and their respective trademarks. For example purposes only, a Cadillac booth at the Auto Show in the Convention Center would be allowed to give away bottled water with the Cadillac Logo. Notwithstanding, Sponsor's Products would continue to be the only Products allowed to be sold, distributed or sampled at the Facility's concession operations.
- d. Competitive Beverages may also be permitted to be distributed, at no cost, at third party events that are not affiliated with the City, but where the City has permitted the event through the issuance of a City of Miami Beach Special Events Permit, subject to the City's notification to Sponsor prior to the event; and, provided further, that the third party event operator is not a manufacturer, distributor or seller of a Competitive Product; that the Competitive Products are not marketed, advertised or promoted in association with the City of Miami Beach or the Facilities, and their respective trademarks; that no Competitive Products will be sold during such event; and that the distribution of the Competitive Product is limited to Special Event Permit Area (as such term is defined in the City's Special Event Permit Guidelines, as same may be amended from time to time through the Term of this Agreement). For example purposes only, a third party event contemplated under this paragraph might include, but not be limited to, a walkathon or marathon where one of the event sponsors might request to be permitted to distribute free bottled water to the event participants. Notwithstanding the above, Sponsor shall have first right of refusal to provide donated Beverages through a sponsorship agreement to the non-profit events, permitted by the City through the issuance of a City of Miami Beach Special Events Permit, known as the White Party, Winter Party and Miami Beach Pride (based on the level of non-alcoholic Beverages provided for the White Party, Winter Party and Miami Beach Pride events in 2012.) for the sale of these Beverages by these three (3) events as part of their annual charity fundraisers. If Sponsor elects to participate, Sponsor will notify the organizer six (6) months prior to start date of White Party, Winter Party and Miami Beach Pride events. If at any time during the Term the Sponsor cannot or does not provide donated non-alcoholic Beverages through a sponsorship agreement to these three (3) non-profit events for this purpose, these three (3) events shall be permitted to secure Competitive Products for use and sale consistent with the use and sale of non-alcoholic Beverages in the 2012 White Party, Winter Party and Miami Beach Pride events.

Per Section 9 of Term Sheet, No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities, or on the City's public rights-of-ways, unless otherwise expressly spelled out in the Agreement.

10/19/11

2011-27776

Concession
Agreement for
Operation of
Snack Machines
by
Bettoli Trading Corp.

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**CONCESSION AGREEMENT BY AND BETWEEN
CITY OF MIAMI BEACH, FLORIDA, AND BETTOLI TRADING CORP.
FOR OPERATION OF SNACK MACHINE CONCESSIONS AT
VARIOUS LOCATIONS ON CITY OF MIAMI BEACH PROPERTIES
PURSUANT TO REQUEST FOR PROPOSALS #44-10/11**

THIS AGREEMENT made the 3rd day of May, 2012, between the **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida (hereinafter called "City"), having its principal address at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **BETTOLI TRADING CORP.**, a corporation established pursuant to the laws of the State of Florida, with offices at 6095 NW 167 Street, Suite D, Miami, Florida 33015 (hereinafter called "Concessionaire").

WITNESSETH

WHEREAS, on July 13, 2011, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 44-10/11, to solicit proposals for the operation of snack vending machine concessions at various locations on City-owned properties and facilities; and

WHEREAS, on August 5, 2011, said RFP was issued, with an original opening date of September 7, 2011; and

WHEREAS, on October 19, 2011, the Mayor and City Commission adopted Resolution No. 2011-27776, accepting the recommendation of the City Manager pertaining to the ranking of proposals, and authorizing the Administration to enter into negotiations with Bettoli Trading Corp. d/b/a Bettoli Vending (Concessionaire), as the successful proposer, for the operation of said snack machine concessions; and

WHEREAS, the Administration has successfully negotiated the foregoing Concession Agreement with Concessionaire.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto as follows:

The City hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the City, the exclusive right to operate the following described concession within the Concession Locations, as defined herein, in conformance with the purposes and for the period stated herein, and subject to all the terms and conditions herein contained and fairly implied by the terms hereinafter set forth.

SECTION 1. TERM.

- 1.1 This Agreement shall be for an initial term of five (5) years, commencing on **May 1, 2012** (the "Commencement Date"), and ending on **April 30, 2017**.
- 1.2 Provided that the Concessionaire is not in default under Section 13 hereof, and at the City's sole discretion, the City, through its City Manager, may extend the term of this Agreement, upon the same terms and conditions as set forth herein, for five (5) additional one (1) year terms, by providing written notice to Concessionaire no later than sixty (60) days prior to the expiration of the initial term or of a renewal term (as the case may be).
- 1.3 For purposes of this Agreement, the "Term" shall be defined as the initial term and renewal term (if exercised by the City), and a "Contract Year" shall be defined as each one (1) year period during the Term, commencing on the Commencement Date, or the anniversary of the Commencement Date, and ending one year thereafter.

SECTION 2. CONCESSION LOCATIONS.

The City hereby grants to the Concessionaire the exclusive right, during the Term of this Agreement, to operate snack vending machine concessions, in the locations delineated in Exhibit 2.0 herein (hereinafter referred to as the "Concession Locations").

SECTION 3. USE(S).

The Concessionaire is hereby authorized to conduct the following kind(s) of business(es) in the Concession Locations, as provided below, all at its sole cost and expense:

- 3.1 Concessionaire shall install, operate, manage, service and maintain Snack Vending Machines (as defined in Subsection 3.2.1.1) and Change Machines (as defined in Subsection 3.2.2.1), at the Concession Locations, which shall provide snack services for patrons, employees, and the general public at City owned properties and facilities throughout the Term of this Agreement, in accordance with the scope of services delineated in Section 3.2.

The City hereby approves the use of the Concession Locations, for the placement of the specific Snack Machines, as reflected in Exhibit 2.0, which shall offer for sale the specific products at the specific prices reflected in Exhibit 3.2.5.1.

Any amendment to any Exhibit attached hereto must be approved in writing by the City Manager or his designee prior to implementation of same, and, if approved, a new and/or updated Exhibit shall be attached and incorporated herein.

3.2 Scope of Services.

3.2.1 Snack Machines.

3.2.1.1 Definition.

Snack Machine shall be defined as any and all equipment that is used to hold and dispense products to be offered for sale as provided pursuant to this Concession Agreement, which shall accept United States paper currency in one dollar (\$1.00), five dollar (\$5.00), and ten dollar (\$10.00) denominations, and will provide change in United States coins in one dollar (\$1.00), quarters (\$0.25), dimes (\$0.10) and nickels (\$0.05).

3.2.1.2 Controls.

Each Snack Machine must be equipped with a non-resetting transaction counter, or other control acceptable to the City, and must be licensed as provided in Subsection 3.2.9 and as may also be required by other applicable law (as provided in Section 20.1), and shall include DEX resident capabilities.

3.2.1.3 Condition.

As of the Commencement Date, all equipment including, without limitation, any and all Snack Machines, installed under this Agreement shall be new or remanufactured in excellent condition prior to installation. The City, at its sole discretion, may also request that vandal proof and weather proof Snack Machines be provided at certain outdoor City parks and other venues that may be subjected to the natural elements (i.e. wind, rain, sand, salt-air, etc.).

3.2.1.4 Design.

The design, type, material, and color and exterior facades of any and all Snack Machines, as defined in Subsection 3.2.1.1, shall be approved in writing by the City prior to the Commencement Date. A photo or photo(s) of City-approved Snack Machines are incorporated herein as Exhibit 3.2.1.4. Thereafter, Concessionaire shall not change, alter, or modify such City-approved design, type, material and color of any Snack Machine without the prior written consent of the City Manager or his designee and, if so approved, a new or updated Exhibit 3.2.1.4 will be made a part of and incorporated into this Agreement.

- 3.2.1.5 Placement.
Placement of Snack Machines shall be in accordance with and shall not exceed the maximum numbers and types, as set forth at the Concession Locations referenced in Exhibit 2.0.
- 3.2.1.5.1 Concessionaire shall obtain written approval from the City Manager, or the City Manager's designee, prior to the installation, transfer or removal of any Snack Machine.
- 3.2.1.5.2 Notwithstanding Subsection 3.2.1.5, City and Concessionaire may, from time to time, meet to review and, subject to the City Manager's prior written consent, revise the maximum numbers set forth in Exhibit 2.0.
- 3.2.1.6 Quality of Products.
Quality of products offered in Snack Machines will be first-rate and comparable to that available in other public vending machines located in public facilities in other world class cities on par with the City of Miami Beach or, in the alternative, and at a minimum, comparable to the quality of products provided by privately owned businesses selling like products within the City of Miami Beach. No product shall be offered for sale with a "sell by" date that has expired.
- 3.2.1.6.2 Snack Vending Options.
Snack vending options should include healthy snacks such as whole grain, multigrain or vegetable chips and crackers; nuts; reduced fat popcorn; baked or popped chips; sugar free chewing gum; fruit trail mix; nutrition, granola, or trail bars; fresh fruits and yogurt. The City's Parks and Recreation Department will review and approve any product to be sold in the Snack Machines placed in the City's parks and youth centers prior to such product(s) being initially offered for sale in the Machines.
- 3.2.1.7 Cleanliness.
In addition to Concessionaire's general maintenance obligations for the Snack Machines and Change Machines, as set forth in Section 3.2.3, and the Concession Locations, as set forth in Section 10 hereof, all portions of the Snack Machines, Change Machines, and Concession Locations, retrospectively, shall at all times be maintained in a clean and sanitary manner.

- 3.2.1.8 Operation Schedule.
Snack Machines and Change Machines shall be operable during the days and hours of operation set forth in Section 9 herein.

3.2.2 Change Machines.

- 3.2.2.1 Definition.
Change Machine shall be defined as any and all equipment that is required pursuant to this Concession Agreement that is capable of providing change, primarily for the purposes of use in a Snack Machine, which will accept United States paper currency in one dollar (\$1.00), five dollar (\$5.00), and ten dollar (\$10.00) denominations, and will provide change in United State coins in one dollar (\$1.00), quarters (\$0.25), dimes (\$0.10) and nickels (\$0.05).

For purposes of this Subsection, and this Agreement, Snack Machines, as defined herein, that are equipped and capable of providing change (without the requirement that a purchase be made) shall also be considered Change Machines.

- 3.2.2.2 Placement.
Change Machines shall be provided by Concessionaire at each interior (i.e. not subject to the natural elements) Concession Location where two (2) or more Snack Machines are situated.

Concessionaire shall obtain written approval from the City Manager, or the City Manager's designee, prior to the installation, transfer or removal of any Change Machine.

3.2.3 Maintenance of Snack Machine and Change Machines.

- 3.2.3.1 The condition and quality of Concessionaire's Snack Machines shall at all times be maintained in a manner that is consistent with the condition and quality of similar public vending machines located in public facilities in other world class cities on par with the City of Miami Beach. Accordingly, Concessionaire shall not only, at a minimum, ensure that all Snack Machines placed in the Concession Locations are well maintained and in usable condition, but shall adhere, as indicated in this subsection, to high ongoing maintenance standards for same, consistent with the aforementioned condition and quality.

3.2.3.2 The Concessionaire shall be responsible for all maintenance and repair of Snack Machines and Change Machines, including but not limited to:

3.2.3.2.1 Cleaning and polishing of Snack Machines and Change Machines, and removal of litter within and surrounding the Concession Location(s) created by filling, servicing, and/or maintaining of Machines. The Concessionaire shall ensure that each route driver's schedule allows for time to thoroughly and appropriately clean each Machine as it is replenished, maintained and/or serviced. This includes cleaning with a sanitizing solution, the interior and exterior of each Machine, each time that Machines are re-stocked, serviced, or maintained.

3.2.3.2.2 All Snack Machines and Change Machines shall be checked weekly and accurate records of service calls (including time and date, location, machine type and serial number) are to be maintained, and forwarded to the City, along with the monthly report (see Section 5) that shall be provided to the City within thirty (30) days of the end of each month.

3.2.3.2.3 The Concessionaire shall maintain all Snack Machines and Change Machines in good working order and shall repair or replace any equipment that is not immediately repairable, within two (2) business days, if found to be inoperable.

3.2.3.2.4 Concessionaire shall post and maintain Concessionaire's information, including a contact name and toll free customer service telephone number, immediately adjacent to the coin slot, of a size no less than 4" x 6", on each Snack Machine and Change Machine, to facilitate responding to refunding, re-stocking, maintenance, and repair related problems that may arise.

3.2.3.2.5 Concessionaire shall maintain an inventory of all Snack Machines and Change Machines, with corresponding identification information.

3.2.4 Refund Procedure.

3.2.4.1 In addition to any other remuneration provided herein, Concessionaire shall provide two "banks," each of one hundred dollars (\$100.00) in cash, to the City. One shall be held by the City Finance Department's City Hall Cashier, and the other shall be held by the Parks Department Administrative Office, located at the 21st Street Recreation Center, 2100 Washington Avenue, for the purpose of distributing refunds due to any malfunction of the Snack Machines. An individual itemized refund list, including the amounts and names of the persons the funds were refunded to, will be maintained by the City Hall Cashier and by the Parks Department, respectively, and will be submitted to the Concessionaire upon requested replenishment of the "bank" funds by the City.

3.2.4.2 Malfunctions of Snack Machines that are reported to the Concessionaire shall be forwarded to the City, in writing, including the amounts and names of the persons the funds were refunded to, on a monthly basis, along with (and at the same time) all other reporting documents required under this Agreement.

3.2.5 Pricing and Availability of Services.

3.2.5.1 Initial prices for Snack Machine products shall be in accordance with the attached schedule in Exhibit 3.2.5.1. Any subsequent changes proposed by Concessionaire to said prices must be submitted in writing to the City Manager or his designee, and prior written approval must be secured from the City before implementing any changes to same.

3.2.5.1.1 The City Manager or his designee may request services at additional locations and/or request additional products for Snack Machines at any time during the Term. The Concessionaire may, at its sole cost and expense, test market these additional locations and/or products for a sixty day (60) period. If the Concessionaire demonstrates to the City Manager or his designee's satisfaction that the commercial demand does not exist for the additional locations and/or products, the Concessionaire will not be obligated to continue the additional locations and/or products.

3.2.5.2 **In the event that the City Manager or his designee determine, in their respective sole option and discretion,**

that all or a portion of Concessionaire's proposed services, pursuant to Subsection 3.1 (and as delineated in Subsection 3.2) are no longer desired, then the City may revoke Concessionaire's right to provide all or a portion of said services, and terminate all or a portion of this Agreement, without cause, and without liability to the City, upon sixty (60) days written notice to Concessionaire.

3.2.6 Concessionaire's Supervisory/Management Employee.

On or before the Commencement Date of this Agreement Concessionaire shall designate (and provide notice of same in writing to the City), a supervisory/management employee who shall be authorized and responsible to act on behalf of Concessionaire with respect to directing, coordinating, and administering all aspects of Concessionaire's day to day operations pursuant to this Agreement.

Concessionaire's supervisory/management employee shall be available via telephone, at all times during which the Snack Machines at all Concession Locations are operating, as provided in Section 9 herein.

3.2.7 Removal of Snack Machines and/or Change Machines.

Concessionaire acknowledges that there may be circumstances under which the City Manager may require the removal of any or all of the Snack Machines and/or Change Machines. As such, Concessionaire agrees that any or all of its Snack Machines and Change Machines used in the concession operations will be removed from the Concession Locations upon fifteen (15) days written notice to Concessionaire, and said removal shall be done in compliance with the applicable section(s) as set forth herein, and without liability to the City.

3.2.8 Hurricane Evacuation Plan.

Concessionaire agrees that upon the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management, it shall ensure that all exterior Snack Machines and Change Machines, and any and all other items used in the concession operations shall be secured. Additionally, and notwithstanding the foregoing, Concessionaire agrees that upon receipt of notification from the City Manager or his designee, whether in writing or verbally, which may be communicated to Concessionaire via telephone, fax and/or email, all exterior Snack Machines and Change Machines, and any and all other items used in the concession operations shall be removed from the Concession Locations and stored at a private, off-site location, within 24 hours of said notification.

Concessionaire's failure to remove Snack Machines, Change Machines, or any and all other items used in the concession operations upon notice from the City Manager or his designee within the time period provided in this Subsection may, at the City's sole discretion, constitute an automatic default of the Agreement under which the City may, upon written notice to Concessionaire, immediately terminate this Agreement.

3.2.9 City Business Tax Receipts.

Concessionaire shall obtain, and maintain current and in good standing throughout the Term of this Agreement, at its sole cost and expense, any Business Tax Receipts required by City law, as amended from time to time, for its proposed uses, as contemplated in Section 3 of this Agreement. For purposes of this Agreement, Concessionaire shall obtain the applicable "Coin Vending Distributor" and/or "25 Cents and Over Machine" category City Business Tax Receipts.

SECTION 4. CONCESSION FEES.

4.1 Security Deposit.

Concessionaire shall furnish to the City Manager or his/her designee a Security Deposit, in the amount of Three Thousand Dollars (\$3,000), as security for the faithful performance of the terms and conditions of this Concession Agreement, to be remitted on or before the Commencement Date.

4.2 Minimum Guarantee (MG).

In consideration of the City executing this Agreement and granting the rights provided in this Agreement, commencing May 1, 2012, and thereafter on May 1st of each year during the Term of this Agreement, the Concessionaire shall pay to the City a Minimum Guaranteed (MG) Annual Concession Fee of Twelve Thousand Dollars (\$12,000), plus applicable Sales and Use Taxes (as provided in Section 4.6 herein); said MG shall be subject to the annual increases in Subsections 4.2.1 and 4.2.2 below.

- 4.2.1 Commencing with the third Contract Year, said MG shall be automatically increased annually, on the anniversary of the Commencement Date, by the greater of (i) the Consumer Price Index (CPI), or (ii) three percent (3%). "CPI" shall mean that consumer price index established by the Bureau of Labor Statistics of the United States department of Labor which is entitled "Consumer Price Index, All Urban Consumers, City Average All Items; (1982-84 = 100)" or, in the event said index is no longer provided by said Bureau of Labor Statistics, the index furnished by said Bureau or other agency which is

most accurate, completely replaces, and/or is the equivalent of the above referenced index, whichever is greater.

- 4.2.2 Additionally, commencing with the first anniversary of this Agreement, the MG shall be increased annually in the event the number of Snack Machines is increased pursuant to Subsection 3.2.1.5.2. of this Agreement. The MG shall be increased based on the projected classification (Low = \$150, Medium = \$300 and High = \$500) of each additional Snack Machine, as contained in Exhibit 2.0.

- 4.2.3 **IN NO EVENT SHALL THE MG BE LESS THAN \$12,000 ANNUALLY.**

4.3 Percentage of Gross Metered Receipts (PGMR)

During the Term of this Agreement, in the event that the amount equal to twenty percent (20%) of Concessionaire's annual Gross Metered Receipts (PGMR) exceeds the Minimum Guarantee (MG) provided in Section 4.2 above (as increased annually pursuant to Subsection 4.2.1.), then the Concessionaire shall also pay to the City within thirty (30) days of the anniversary of this Agreement, the difference between the amount of the PGMR and the MG amount, each year during the Term of this Agreement, including any renewal terms.

The term "gross metered receipts" is understood to mean all income registered at each and every Snack Machine, whether collected or accrued, derived by the Concessionaire under the privileges granted by this Agreement. Any amounts that may be due for any Federal, State, or City sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind and required by law to be remitted to the taxing authority, or other governmental authority, shall be the sole responsibility of Concessionaire.

- 4.4 Intentionally Omitted.

4.5 Interest for Late Payment.

Any payment which Concessionaire is required to make to City which is not paid on or before the respective date provided for in this Agreement shall be subject to interest at the rate of twelve percent (12%) per annum, or the highest rate allowed pursuant to Florida law, whichever is greater, from the due date of payment until such time as payment is actually received by the City.

4.6 Sales and Use Tax.

It is also understood that the required Florida State Sales and Use Tax shall be added to Concessionaire's payments and forwarded to the City as part of said payments. It is the City's intent that it is to receive all payments due

from Concessionaire as net of such Florida State Sales and Use Tax.

SECTION 5. MAINTENANCE AND EXAMINATION OF RECORDS.

Concessionaire shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit, but not photocopying, by the City Manager or his designee upon reasonable prior request and during normal business hours. Such records and accounts shall include a breakdown of gross receipts, expenses, and profit and loss statements, and such records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles.

A monthly report of gross metered receipts, as well as CompuVend data in a format consistent with Exhibit 5.0, must be submitted to the City, through the Finance Department's Revenue Manager, to be received no later than thirty (30) days after the close of each month.

SECTION 6. INSPECTION AND AUDIT.

Concessionaire shall maintain its financial records pertaining to its operations for a period of three (3) years after the conclusion of the initial term, or (if approved) the last renewal term, and such records shall be open and available to the City Manager or his designee, as they may deem necessary. Concessionaire shall maintain all such records at its principal office, currently located at 6095 NW 167 Street, Suite D4, Miami, Florida, 33015 or, if moved to another location, all such records shall be relocated, at Concessionaire's expense, to a location within the City of Miami Beach, within ten (10) days' written notice from the City Manager or his designee that the City desires to review said records.

The City Manager or his designee shall be entitled to audit Concessionaire's records pertaining to its operation as often as it deems reasonably necessary throughout the Term of this Agreement, and three (3) times within the three (3) year period following termination of the Agreement, regardless of whether such termination results from the natural expiration of the Term or for any other reason. The City shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five percent (5%) or more in Concessionaire's statement of gross receipts for any year or years audited, in which case the firm shall pay to the City, within thirty (30) days of the audit being deemed final (as specified below), the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest; provided, however, the audit shall not be deemed final until Concessionaire has received the audit and has had a reasonable opportunity to review the audit and discuss the audit with the City. Nothing contained within this Section shall preclude the City's audit rights for resort tax collection purposes.

Concessionaire shall submit at the end of the initial term (and, if approved, any renewal term), a certified audited annual statement of gross receipts, in a form consistent with generally accepted accounting principles.

It is Concessionaire's intent to stay informed of comments and suggestions by the City regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of the initial term (and, if approved, each renewal term), Concessionaire and City may meet to review Concessionaire's performance under the Agreement. At the meeting, Concessionaire and City may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.

SECTION 7. TAXES, ASSESSMENTS, AND UTILITIES.

- 7.1 Concessionaire agrees to and shall pay before delinquency all taxes (including but not limited to resort taxes) and assessments of any kind assessed or levied upon Concessionaire by reason of this Agreement or by reason of the business or other activities and operations of Concessionaire upon or in connection with the Snack Machines and/or the Concession Locations. Concessionaire will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax and/or assessment by appropriate proceedings diligently conducted in good faith. Concessionaire may refrain from paying a tax or assessment to the extent it is contesting the assessment or imposition of same in a manner that is in accordance with law; provided, however, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax and/or assessment if so ordered.

Concessionaire shall also pay for any fees imposed by law for licenses or permits for any business, activities, or operations of Concessionaire upon the Concession Locations, as permitted pursuant to this Agreement.

- 7.2 Utilities.
Electrical service, including maintenance of outlets, shall be provided by the City at the Concession Locations at no cost to the Concessionaire, if and where feasible. No water service will be provided by the City in connection with the operation of Snack Machines under this Concession Agreement.

If not currently existing, requests for installation of new and/or additional outlets shall be submitted in writing to the City Manager or his/her designee, for review and approval. If approved by the City Manager or his/her designee, installation of new and/or additional outlets will be performed by the City and/or an electrical contractor approved by the City, in writing, to perform said work on the City's behalf, at Concessionaire's sole cost and expense.

- 7.3 Procedure If Ad Valorem Taxes Assessed.
Notwithstanding Subsection 7.1 herein, the parties contemplate that the concession uses and operations contemplated under this Agreement are for

public purposes and, therefore, no ad valorem taxes should be assessed by the Miami-Dade County Tax Appraiser as a result of such operations. If, however, said taxes are assessed, Concessionaire shall be solely responsible for payment of same, in the same manner as taxes due pursuant to Subsection 7.1 herein.

SECTION 8. EMPLOYEES AND INDEPENDENT CONTRACTORS.

- 8.1 In connection with the performance of its responsibilities hereunder, Concessionaire may hire its own employees who will be employees of Concessionaire and not employees or agents of the City. Additionally, Concessionaire's vendors (i.e. entities who provide products and/or Snack and Change Machines to Concessionaire) shall not be considered agents or employees of the City. Concessionaire shall select the number, function, qualifications, compensation, including benefits (if any), and may, at its discretion and at any time, adjust or revise the terms and conditions relating to its employees and/or independent contractors.
- 8.2 Concessionaire shall ensure that all its employees and vendors while working at or within the Concession Locations observe all the graces of personal grooming. The Concessionaire shall hire people to work in its concession operation who are neat, clean, well groomed and shall comport themselves in a professional and courteous manner, and ensure that its vendors comply with same. The Concessionaire and any persons hired by same, shall never have been convicted of a felony. If Concessionaire materially fails to comply with this provision the City may default Concessionaire pursuant to Section 13 herein.

SECTION 9. SCHEDULE OF OPERATION.

Snack Machines and Change Machines shall be made available to patrons twenty four (24) hours a day, seven days a week, based on the particular hours of operation of each individual Concession Location, events of force majeure permitting. Any change in the days or hours of operation shall require the prior written consent of the City Manager or his designee.

SECTION 10. MAINTENANCE OF CONCESSION LOCATIONS.

- 10.1 The Concessionaire accepts the Concession Locations in their "**AS IS**" "**WHERE IS**" condition. Concessionaire assumes sole responsibility and expense for maintenance of the immediate confines surrounding the Concession Locations. This shall include removal of litter, garbage and debris, said removal to be the sole responsibility and expense of Concessionaire. Daily maintenance shall be accomplished on all days and hours Concessionaire operates. Concessionaire agrees, also at its sole cost and expense, to pay for all garbage disposal generated by its operations.

10.2 Intentionally Omitted.

10.3 Intentionally Omitted.

10.4 Intentionally Omitted.

10.5 Orderly Operation.

The Concessionaire shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Snack Machines, Change Machines and Concession Locations. The Concessionaire shall make available all Snack Machines and Change Machines within the Concession Locations for examination during days and hours of operation by the City Manager or his authorized representative(s).

10.6 No Dangerous Materials.

10.6.1 The Concessionaire agrees not to use or permit in the Concession Locations the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found being used within or in the vicinity of the Concession Locations shall be immediately removed and shall be considered cause for default and/or termination.

10.6.2 Notwithstanding any contrary provisions of this Agreement, Concessionaire, after the Commencement Date, shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire, and/or its employees, vendors, agents and/or subcontractors, after the Commencement Date, but during the term of this Agreement, of any hazardous substance or petroleum products on, under, in, upon, or in the vicinity of the Concession Locations as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Concessionaire shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees.

10.6.3 The provisions of this Subsection 10.6 shall survive the termination or earlier expiration of this Agreement.

10.7 Security.

The Concessionaire shall be responsible for and provide reasonable security measures which may be required to protect the Snack Machines and Change Machines at all Concession Locations. Under no circumstances shall the City be responsible for any stolen or damaged goods, materials and/or other equipment, including but not limited to the Snack Machines and Change Machines, nor shall City be responsible for any stolen or damaged personal property of Concessionaire's employees, vendors, patrons, guests, invitees, and/or other third parties.

10.8 Maintenance Vehicles.

Concessionaire shall not permit the use of any vehicle, in any way that violates any Municipal, County, State or Federal Laws. Vehicles may only be driven and/or parked in areas designated for such purposes and as provided for by applicable law.

10.9 Inspection.

The Concessionaire agrees that the Snack Machines, Change Machines and Concession Locations may be inspected at any time during days and hours of operation by the City Manager or his designee, or by any other municipal, County, State officer, or agency having responsibilities for inspections of such operations. The Concessionaire hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference (which interference, if by the City, must be reasonable) with the concession operation by any public agency or official in enforcing their duties or any laws or ordinances. Any such interference (which interference, if by the City, must be reasonable) shall not relieve the Concessionaire from any obligation hereunder.

SECTION 11. INSURANCE.

Concessionaire shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the term of this Agreement.

- a. Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operations, products, completed operations and contractual liability (with hold harmless endorsement).
- b. Workers Compensation Insurance and Employers Liability Insurance shall be provided as required under the Laws of the State of Florida.
- c. Automobile Insurance for any vehicles used for, or associated with concessionaire's operations shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

Bodily Injury	\$1,000,000 per person
Bodily Injury	\$1,000,000 per accident
Property Damage	\$1,000,000 per accident

Failure to procure or maintain the required insurance program shall, at the City's discretion, either (i) constitute an automatic default of the Concession Agreement under which the City may, upon written notice to Concessionaire, immediately terminate the Agreement; or (ii) the City, in its sole discretion, may obtain the insurance itself, in which case said insurance shall be charged back to the Concessionaire as provided in the following paragraph.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days prior written notice to the City, and then only subject to the prior written approval of the City Manager or his designee. Prior to the Commencement Date of this Agreement, Concessionaire shall provide City with a Certificate of Insurance for each such policy. ALL POLICIES SHALL NAME THE CITY OF MIAMI BEACH FLORIDA AS AN ADDITIONAL NAMED INSURED. All such policies, and any replacement or substitute policies, shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating of B+ VI. Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, automatically terminate this Agreement or, in the alternative, deem to obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by Concessionaire to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Concessionaire fails to repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid, or, at its option, the City may declare the Agreement in default pursuant to Section 13 herein.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Concessionaire or City. Concessionaire shall file and maintain certificates of all insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the course of the contract.

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies of Concessionaire outside this Agreement, Concessionaire shall give City prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the City. Concessionaire shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

SECTION 12. INDEMNITY.

12.1 In consideration of a separate and specific consideration of \$10.00 and other

good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Concessionaire, and/or its vendors, agents, servants, employees and/or subcontractors and/or sub concessionaires in the performance of services under this Agreement.

12.2 In addition, in consideration of a separate and specific consideration of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its agents, servants or employees, from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of Concessionaire, and/or its vendors, agents, servants, employees and/or subcontractors and/or subconcessionaires, not included in the paragraph in the Subsection above and for which the City, its agents, servants or employees are alleged to be liable.

12.3 Subsections 12.1 and 12.2 shall survive the termination or expiration of this Agreement.

12.4 Subrogation.

The terms of insurance policies referred to in Section 11 shall preclude subrogation claims against Concessionaire, the City and their respective officers, employees and agents.

12.5 Force Majeure.

Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:

- a. earthquake; hurricane; flood; act of God; civil commotion occurring on the Concession Locations during or in connection with any event or other matter or condition of like nature; or
- b. any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, or war.

12.6 Intentionally Omitted.

12.7 Waiver of Loss from Hazards.

The Concessionaire hereby expressly waives all claims against the City for loss or damage sustained by the Concessionaire resulting from fire, water, natural disasters/acts of God (e.g. hurricane, tornado, etc.), civil commotion, riot, or any other Force Majeure contemplated in Subsection 12.5 above, and the Concessionaire hereby expressly waives all rights, claims, and demands

against the City and forever releases and discharges the City of Miami Beach, Florida, from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 13. DEFAULT AND TERMINATION.

Subsections 13.1 through 13.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle City to exercise any and all remedies described as City's remedies under this Agreement, including but not limited to those set forth in Subsection 13.4. An event of default by City shall entitle Concessionaire to exercise any and all remedies described as Concessionaire's remedies under this Agreement, including but not limited to those set forth in Subsection 13.5 herein.

13.1 Bankruptcy.

If either the City or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

13.2 Default in Payment.

In the event Concessionaire fails to submit any payment within five (5) days of its due date, there shall be a late charge of \$50.00 per day for such late payment, in addition to being subject to interest at the rate of twelve percent (12%) per annum or at the highest rate allowable by Florida law, whichever is greater. If any payment and accumulated penalties are not received within fifteen (15) days after the payment due date, and such failure continues three (3) days after written notice thereof, then the City may, without further demand or notice, terminate this Concession Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

13.3 Non-Monetary Default.

In the event that Concessionaire or the City fails to perform or observe any of the covenants, terms or provisions under this Agreement, and such failure continues thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without

being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this Subsection, it shall promptly provide City with written notice of same.

13.4

City's Remedies for Concessionaire's Default.

If any of the events of default, as set forth in this Section 13, shall occur, the City may, after notice (if required) and the expiration of cure periods (as provided above), at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from City to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender the Concession Locations to City pursuant to the provisions of Subsection 13.7. Upon the termination of this Agreement, all rights and interest of Concessionaire in and to the Concession Locations and to this Agreement, and every part thereof, shall cease and terminate and City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement. In addition to the rights set forth above, City shall have the rights to pursue any and all of the following:

- a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and or
- b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

13.5

If an event of default by the City, as set forth in this Section 13, shall occur, the Concessionaire may, after notice (if required) and the expiration of the cure periods (as provided above), at its sole option and discretion, terminate this Agreement upon written notice to the City and/or sue for damages. Said termination shall become effective upon receipt of a written notice of termination by the City, but in no event shall Concessionaire specify a termination date that is less than sixty (60) days from the date of the written termination notice. On the date specified in the notice, Concessionaire shall quit and surrender the Concession Locations to City pursuant to the provisions of Subsection 13.7.

13.6 Termination for Convenience/Partial Termination.

13.6.1 Notwithstanding the provisions of this Section 13, this Agreement may be terminated, in whole or in part, by the City, for convenience and without cause, upon the furnishing of thirty (30) days prior written notice to Concessionaire.

13.6.2 Concessionaire acknowledges that the City may develop a schedule of capital improvements, including all or a portion of the Concession Locations, which may entail a closure of all or a portion of the Concession Locations, at the City's sole discretion. In the event that the City closes down any Concession Location, or a portion thereof, for the purpose of undertaking a capital improvement thereon, then the parties agree that the portion of the Agreement referencing said individual Concession Locations shall be partially terminated for convenience, without cause and without penalty to either party, and only as to the Concession Location, or portion thereof, which have been closed. Such a termination shall become effective upon thirty (30) days prior written notice to Concessionaire.

13.6.3 Notwithstanding Subsections 13.6.1 and 13.6.2 above, the City and Concessionaire acknowledge that the City also has certain rights in Subsections 3.2.5.2 and 3.2.7, which, if exercised by the City may necessitate a termination of a portion or all of the Agreement. In that event, the City shall also have no liability to Concessionaire, in the same manner as provided in Subsection 13.6.4 below.

13.6.4 In the event of termination or partial termination by City of the Agreement pursuant to this Subsection 13.6, Concessionaire herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature, against the City, its agents, servants and employees (including, but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations by Concessionaire or its vendors).

13.7 Surrender of Concession Locations.

At the expiration of this Agreement, or in the event of termination or partial termination of the Agreement, Concessionaire shall surrender the Concession Locations in the same condition as the Concession Locations were prior to the Commencement Date of this Agreement, reasonable wear and tear excepted. Concessionaire shall remove all its Snack Machines, Change Machines, and any and all other equipment, fixtures, personal property, etc. upon thirty (30) days written notice from the City Manager or his designee unless a longer time period is agreed to by the City.

Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of the Concession Locations (or portions thereof) after termination (or partial termination) of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the City one thousand dollars (\$1,000) per day as liquidated damages for such trespass and holding over.

SECTION 14. Intentionally Omitted.

SECTION 15. ASSIGNMENT.

Concessionaire shall not assign, sublease, grant any concession or license, permit the use of by any other person other than Concessionaire, or otherwise transfer all or any portion of this Agreement and/or of the Concession Locations without the prior written consent of the City Commission.

SECTION 16. Intentionally Omitted.

SECTION 17. NO IMPROPER USE.

The Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, the Concession Locations, operations, or facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or Municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The Concessionaire will protect, indemnify, and forever save and keep harmless the City, its agents, employees and contractors from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, its vendors, employees, agents, and/or subcontractors regarding the Concession. In the event of any violation by the Concessionaire, or if the City or its authorized representative shall deem any conduct on the part of the Concessionaire, its vendors, agents, employees and/or subcontractors, to be objectionable or improper, the City shall have the option, at its sole discretion, to either (i) automatically terminate the Agreement, upon prior written notice to Concessionaire, or to (ii) suspend the concession operations should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving written notice of the nature and extent of such violation, conduct, or practice, and such suspension shall continue until the violation is cured. The Concessionaire further agrees not to commence operations during the suspension until the violation has been corrected to the satisfaction of the City.

SECTION 18. PRICE SCHEDULES.

Concessionaire agrees that prices charged for goods/products in the Snack Machines shall be consistent with the price schedule(s) herein submitted by the Concessionaire and approved by the City and incorporated herein as Exhibit 3.2.5.1 to this Agreement. All subsequent price increases and amendments to Exhibit 3.2.5.1 must be approved in writing by the City Manager, or his designee, and prior to such changes being implemented

within the Concession Locations a new updated Exhibit 3.2.5.1 will be incorporated into this Agreement.

The City shall have the final right of approval for all such prices and changes, but said right shall not be arbitrarily or unreasonably exercised. The Concessionaire agrees to refrain from the sale of any item identified as prohibited by City law and/or other applicable law and to sell only those items approved by the City.

SECTION 19. NOTICES.

All notices from the City to the Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to the Concessionaire at the following address:

Mr. Maurizio L. Bettoli
Bettoli Trading Corp. d/b/a Bettoli Vending
6095 NW 167th Street, Suite D-4
Miami, Florida 33015

All notices from the Concessionaire to the City shall be deemed duly served upon receipt, if mailed by registered or certified mail, return receipt requested, to the City of Miami Beach at the following addresses:

City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

With copies to:

Office of Real Estate, Housing & Community Development
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Attention: Anna Parekh / Director

The Concessionaire and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Concession Agreement must be in writing.

SECTION 20. LAWS.

20.1

Compliance.

Concessionaire shall comply with all applicable City, Miami-Dade County, State, and Federal ordinances, statutes, rules and regulations, including but

not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations.

20.2 Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. In case of any inconsistency between the terms of this Agreement, and any applicable general or special law, said general or special law shall govern, unless otherwise provided herein.

20.3 Equal Employment Opportunity.

Neither Concessionaire nor any affiliate of Concessionaire performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status or age. Concessionaire will make good faith efforts to utilize minorities and females in the work force and in correlative business enterprises.

20.4 No Discrimination.

The Concessionaire agrees that there shall be no discrimination as to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age, in its employment practice or in the operations referred to by this Concession Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation within the Concession Locations. All concession operations and services offered shall be made available to the public, subject to the right of the Concessionaire and the City to establish and enforce rules and regulations to provide for the safety, orderly operation and security of the operations and the facilities.

20.5 Compliance with American with Disabilities Act (ADA) and any other applicable accessibility standards.

Concessionaire agrees and acknowledges that, if applicable, it shall comply with ADA standards, Florida Accessibility Code standards, and any other applicable accessibility standards required by law.

SECTION 21. MISCELLANEOUS.

21.1 No Partnership.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Concessionaire.

21.2 Modifications.

This Agreement shall not be changed or modified except by agreement in writing executed by all parties hereto. Concessionaire acknowledges that no

modification to this Agreement may be agreed to by the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager or his designee.

21.3 Complete Agreement.

This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

21.4 Headings.

The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

21.5 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21.6 Clauses.

The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

21.7 Severability.

If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement as so modified remains in full force and effect.

21.8 Right of Entry.

The City, at the direction of the City Manager or his designee, shall at all times during days and hours of operation, have the right to enter into and upon any and all parts of the Concession Locations for the purposes of examining the same for any reason relating to the obligations of parties to this Agreement.

21.9 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, facility,

2/24/2012

Bettoli Vending Sites	Snack Machine	Minimum Guarantee	Ice Cream Machine	Minimum Guarantee	Combo Machine	Minimum Guarantee	Total Machines	Total Min. Guarantee
Machines								
13th Street Garage	1	\$500	0	\$0	0	0	1	\$500
17th Street Garage	1	\$300	1	\$300	0	0	2	\$600
42nd Street Garage	1	\$150	0		0	0	1	\$150
7th Street Garage	1	\$300	0	\$0	0	\$0	1	300
City Hall Parking Garage	1	\$150	0	\$0	0		1	150
Sub-total	5	\$1,400	1	\$300	0	\$0	6	\$1,700
City Structures								
City Hall	2	\$600	1	\$300	1	\$300	4	\$1,200
City Hall Parking Garage (Ground Office)	1	\$300	0	\$0	0	\$0	1	300
1701 Meridian Ave	1	\$500	0	\$0	0	\$0	1	500
Convention Center	2	600	1	300	0	\$0	3	\$900
Historic City Hall	1	\$300	0	\$0	0	\$0	1	300
Miami Beach Police Station	2	\$600	1	\$300	1	\$300	4	\$1,200
Miami Beach Police Station Garage	1	\$150	0	\$0	0	\$0	1	\$150
Lobby of 833 6th Street	1	\$300	0	\$0	0	\$0	1	\$300
Public Works Operations Center	1	\$150	0	\$0	0	\$0	1	\$150
Sub-total	12	\$3,500	3	\$900	2	\$600	17	\$5,000

EXHIBIT 2.0 (PAGE 1 OF 2)

Parks & Recreation

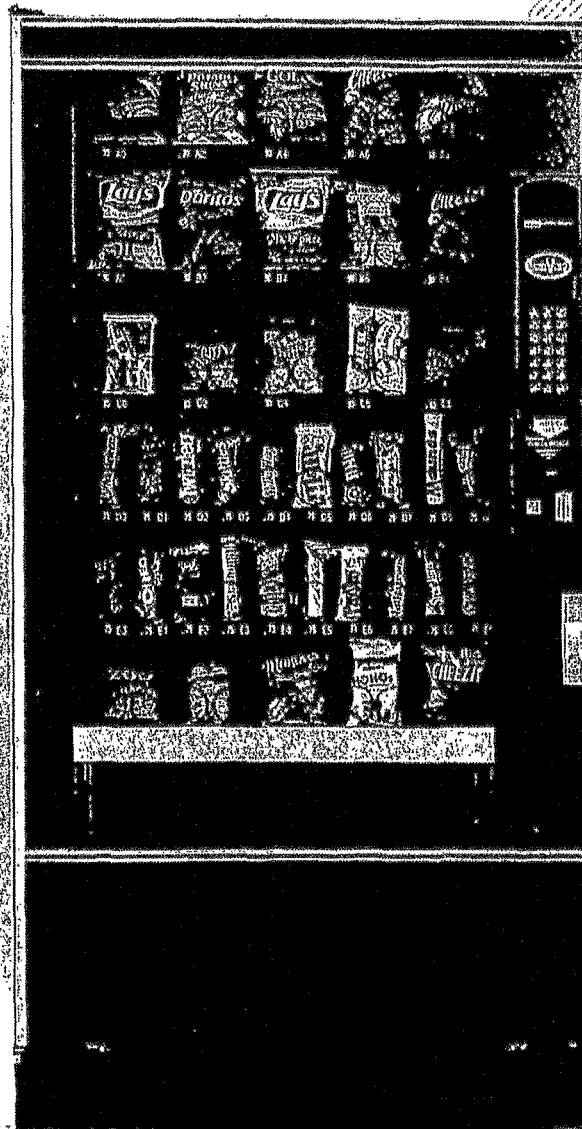
Normandy Shore Pool	1	\$150	1	\$150	0	\$0	2	\$300
North Shore Youth Center	2	\$600	1	\$300	0	\$0	3	\$900
Parks & Recreation (21 & Washington)	1	\$300	1	\$300	0	\$0	2	\$600
Scott Rakow Youth Center	2	\$1,000	1	\$500	0	\$0	3	\$1,500
Scott Rakow Youth Center Ice Skating	1	\$300	0	\$0	0	\$0	1	\$300
South Point Park	1	\$150	1	\$150	0	\$0	2	\$300
Flamingo Park	1	\$150	1	\$150	0	\$0	2	\$300
Muss Park	1	\$150	0	\$0	0	\$0	1	\$150
Band Shell	1	\$300	1	\$300	0	\$0	2	\$600
Sub-total	11	\$3,100	7	\$1,850	0	\$0	18	\$4,950
Total	28	\$8,000	11	\$3,050	2	\$600	41	\$11,650

The Minimum Guarantee (MG) shall be classified in three categories of projected revenue as follows:

	<u>Revenue</u>	<u>MG</u>
Low Performing Machines	\$750	\$150
Medium Performing Machines	\$1,500	\$300
High Performing Machines	\$2,500	\$500

003

Measure your commute to the
convenience store in steps, not miles.



Have snacks on demand with your favorite brands of candy, pastries, cereal bars
and salty snacks... all guaranteed to deliver thanks to our exclusive SureVend™ technology.

Shook & Smith

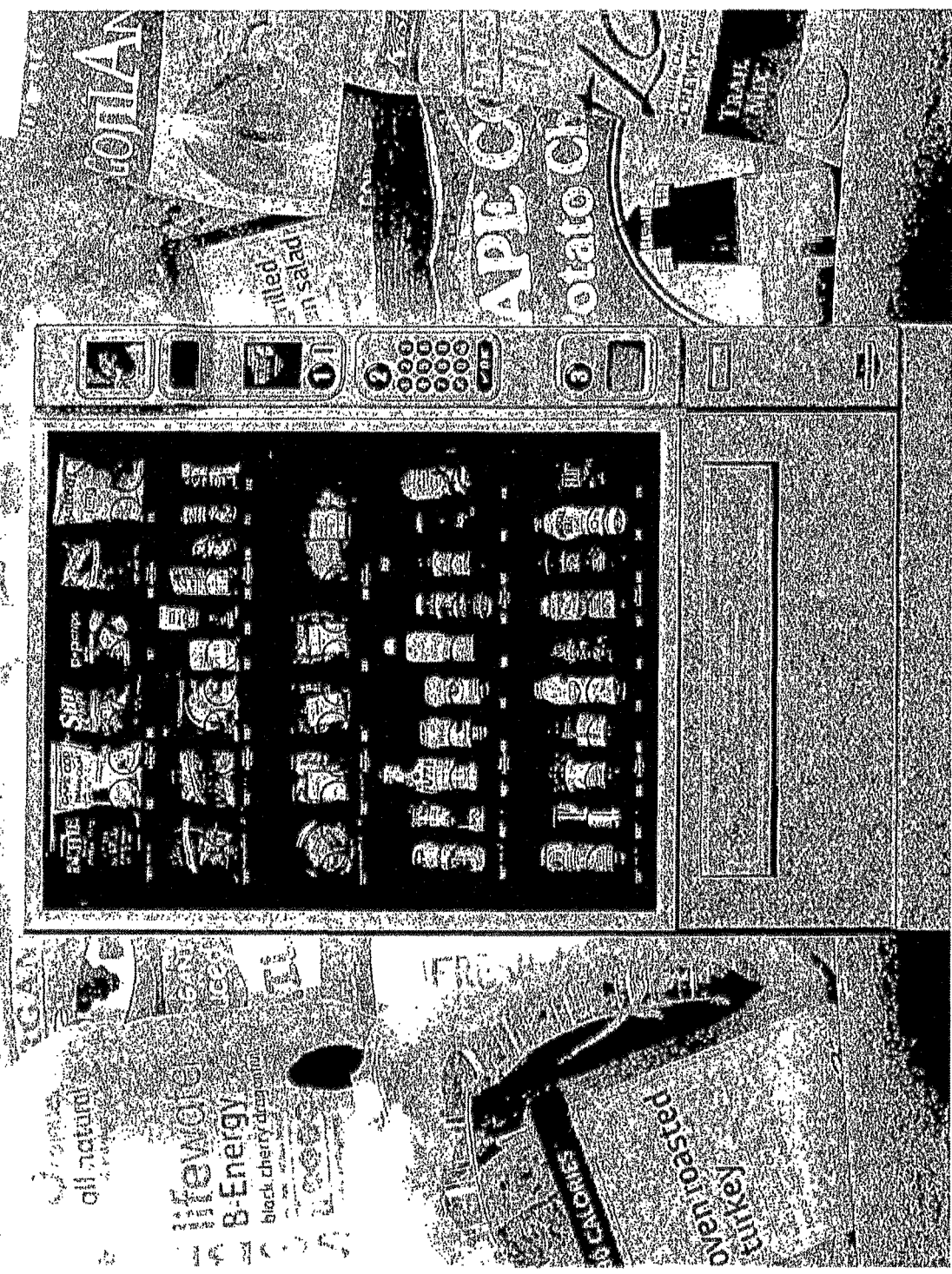
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merchant **SIX** COMBO

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the *key piece*
of a
profitable
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- *Earn high profit margins*
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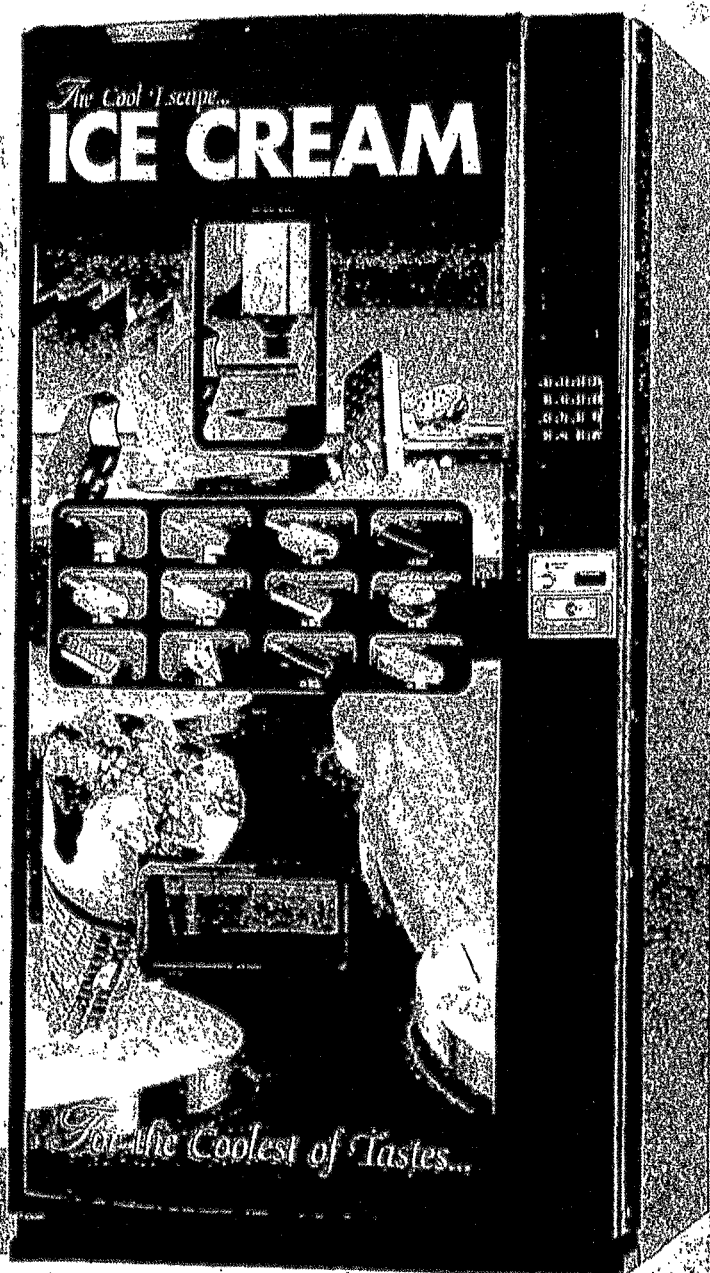


EXHIBIT 3.2.5.1

ITEM	PRICE
Chips / Crackers	\$0.75
Candy / Chocolate / Pastries	\$1.00
100% Milk / 8oz	\$1.00
100% Milk / 16oz	\$2.25
Ice Cream	\$1.00
Ice Cream Premium	\$2.00
Health Snacks	\$0.80
Health Snacks Premium	\$1.50
Refrigerated food items small	\$1.50
Refrigerated food items large	\$3.50

elb

EXHIBIT 5.0

BETTOLI VENDING
6095 N.W. 167TH STREET SUITE D-5
HIALEAH, FL. 33015
TEL 305-626-0740
FAX 305-623-0108

Full Line Vending

Snack, Soda, Juice, Food, Coffee, Water.

Customer:

OKEEHOBEE M.S.

Address

2200 PINEHURST DR.

Greenacres, FL. 33413

Vending Machines Commissions for :

January-12

Type	Percentage		Sold	Commission
Teacher's Lounge	25.00%		\$\$\$\$\$.00	\$\$\$.
Soda 5170	25.00%		\$\$\$\$\$.00	\$\$\$.
Soda 5171	25.00%		\$\$\$\$\$.00	\$\$\$.
Soda 5172	25.00%		\$\$\$\$\$.00	\$\$\$.
Soda 5176	25.00%		\$\$\$\$\$.00	\$\$\$.
Soda 5177	25.00%		\$\$\$\$\$.00	\$\$\$.
Soda 5178	25.00%		\$\$\$\$\$.00	\$\$\$.
Snack 3253	20.00%		\$\$\$\$\$.00	\$\$\$.

Total Sales

\$\$\$\$\$.00

Total Commissions Due

\$\$\$\$\$.00

leeB

Exhibit "E" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

Café Menu Items

Organic Chips & Cookies

- \$1.00-\$3.00

Beverages- Starting from \$1.00-\$7.00

- coffee

- Latte

- Cappuccino

- Mocha

- Hot Tea

- Organic Juices

- Milk

- Sodas

- Bottle Teas

- Bottle Water

Oatmeal & Granola

- \$3.00-\$6.00

Soup

- \$3.00-\$6.00

Sandwiches

- \$5.00-\$10.00

Wraps

- \$5.00-\$10.00

Salads

- \$5.00-\$10.00

Kids Menu – starting from \$5.00-\$7.00

- yogurt

- organic juices

- organic peanut butter and jelly

Blended Frappes

- \$4.00-\$7.00

Smoothies with Protein

- \$4.00-\$7.00

Energy Bars

- \$2.00-\$4.00

Hot Coffee Drinks

- \$2.00-\$6.00

Cold & Specialty Drinks

- \$3.00-\$6.00

Non-Coffee Drinks

- \$2.00-\$5.00

Exhibit "F" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

Pro Shop Exhibit

Racquets

- Junior Racquets from \$25.00-Name Brand
- Adult Racquets starting at \$80.00-250.00-Name Brand (Babolat, Head, Wilson, etc.)

Demo Racquets

- All Name Brands for rental starting at \$10.00 (Demo Rentals \$5.00 per day towards full purchase)

Men's Apparel

- Shirts \$28.00-\$100.00
- Shorts \$20.00-\$85.00

Women's Apparel

- Apparel starting at \$20.00-\$196.00
- Shirts
- Shorts
- Skirts
- Tennis Dresses

Boy's Apparel and Girl's Apparel

- Starting from \$20.00-\$90.00
- Shorts
- Shirts
- Skirts

Team Gear

- Starting from \$25.00-\$200.00

Caps, Hats, Visors

- Starting from \$10.00-\$20.00

Men's & Women's Shoes

- Starting from \$60.00-\$165.00

Junior Shoes

- Starting from \$20.00-\$80.00

Bags & Backpacks


- Starting from \$26.00-\$80.00

Accessories —(Dampeners, point of sale items)

- Starting from \$2.00-\$50.00

Ball Machine (See instructional services/\$20.00 per hour rental)

Exhibit "G" to Miami Beach Tennis
Management, LLC. Agreement to provide
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and North Shore Tennis Centers

 PARKS & RECREATION DEPARTMENT RECREATION DIVISION	DATE ISSUED: 11/28/2007	Page: 1 Of: 3	SECTION:
	SUBJECT: EMPLOYEE'S HURRICANE PROCEDURES		

POLICY: The Parks and Recreation Department requires the following procedures in case of a hurricane watch or a hurricane

PROCEDURES:

I. HURRICANE WATCH PROCEDURES

A. All Staff

1. If a Hurricane Watch is issued while you are on duty, stay at your facility and call your immediate supervisor for instruction.
2. All employees must make sure that the Department and the immediate supervisor have at least two (2) telephone numbers where the employee can be reached.
3. If you are not on duty, and a Hurricane Watch is issued, call your immediate supervisor for instructions.
4. You may be called to your facility to follow hurricane procedures and may be assigned to assist anywhere help is needed.

B. All Supervisors

1. All supervisors are to report to Division office at 21st Street Recreation.
2. Each supervisor will instruct their staff at each facility to carry out safety procedures.

C. All Tennis Center Managers

1. All Tennis Center Managers are to report to your Tennis Center.
2. Notify your immediate supervisor that you are on duty.
3. Follow safety procedures.

D. All Pool Managers


1. All Pool Managers are to report to your pools,
2. Notify your immediate supervisors that you are on duty.
3. Follow safety procedures.

All personnel are not to leave their site until permission is given by your supervisor.

II. PROCEDURE TO SECURE FACILITIES

A. Tennis Centers

1. Tennis Personnel must report to work immediately, if off duty.
2. Clip wires and take down windscreens. Roll up tightly by sections and store all nets.
3. Remove all maintenance equipment i.e. brooms, rakes, etc. and store in a safe place.
4. Tie down benches to posts.
5. Store all trash cans in locker rooms.
6. Remove all seats i.e. bleachers, chairs, etc. and store as instructed.
7. Secure all loose objects, computers, and all miscellaneous items in the pro-shop.
8. Turn off all power at the main panel box.

 PARKS & RECREATION DEPARTMENT RECREATION DIVISION	DATE ISSUED: 11/28/2007	Page: 2 Of: 3	SECTION:
	SUBJECT: EMPLOYEE'S HURRICANE PROCEDURES		

Do not leave the facility until fully secured.

B. Playgrounds and Youth Centers

1. Remove everything on the first floor that can be damaged by water.
2. Remove all objects away from window.
3. Turn off power at the main panel switch.
4. Bring in all trashcans and store in a safe place.
5. Tie all benches and swings securely.
6. Be sure that all sports equipment is stored in a safe place.
7. Cover and unplug all electrical equipment with plastic (i.e. computers, printers, copy machine, TV's, etc.)

Do not leave the facility until fully secured.

C. Swimming Pools

1. Take down all canvas on deck; sun shelters, umbrellas, etc., roll up and store in safe place.
2. Clear the decks and store all movable items in the deck storage room.
3. Lower the water in the pool about two (2) feet (youth center lower three (3) feet).
4. Stack things off the floor that can be damaged by water.
5. Lock all windows and doors.
6. Shut off electricity to pumps, chlorinator, etc.
7. Turn off power at main switch.

III. POST HURRICANE PROCEDURES

A. All Staff


1. All staff is to call City Hall Employee Hotline (604-City) and their immediate supervisor (if possible) as soon as possible, and wait for further instructions.
2. All staff will be assigned work locations to begin cleanup of all storm damage so that normal services to the public can be resumed as soon as possible.
3. All staff must report to work when notified by their supervisor unless unforeseen circumstances prohibit otherwise.

B. All Supervisors

1. All Supervisors are to report to City Hall (I don't know about this one...we usually report to our sites) as soon as possible.
2. Coordinate the damage assessment and clean up procedures.
3. Immediately upon reporting back to work a damage report must be turned in to the Recreation Assistant Director.
4. Assign staff to each facility.

C. All Tennis Center Managers

1. All Tennis Center Managers are to report to their Tennis Centers as soon as possible.
2. Prepare a written damage report of their facility.
3. Assign staff to cleanup procedures.

 PARKS & RECREATION DEPARTMENT RECREATION DIVISION	DATE ISSUED: 11/28/2007	Page: 3 Of: 3	SECTION:
	SUBJECT: EMPLOYEE'S HURRICANE PROCEDURES		

D. All Pool Managers

1. All Pool Managers are to reports to their Pool as soon as possible.
2. Prepare a written damage report of their facility.
3. Assign staff to cleanup procedure.

Exhibit "H" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

ASSISTANT PROFESSIONAL

NATURE OF WORK

Provides instructional tennis to all programs offered and works in the tennis center pro shop as needed.

ILLUSTRATIVE EXAMPLES OF ESSENTIAL DUTIES

- Provides instruction using the teaching concepts
- Provides instruction with tennis clinics, large groups, private lessons and all camps.
- Inspects courts for maintenance and safety issues.
- Provides customer service excellence.
- Performs other related work as required.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of the principals and methods
- Ability to establish and maintain effective working relationships with all employees and the general public.
- Ability to communicate clearly, firmly, tactfully and diplomatically with the general public, business, professional government agencies and other employees.
- Knowledge of standard tennis court maintenance (all types of court surfaces).

MINIMUM REQUIREMENTS

- Must possess and maintain current certifications in: USPTA (United States Professional Tennis Association), USTA (United States Tennis Association) or the USPTR (United States Professional Tennis Registry).
- Ability to work nights, weekends and holidays.
- Must pass a City of Miami Beach background check.
- Must pass a City of Miami Beach drug screen.
- Must obtain a Business Tax Receipt from the City of Miami Beach.

PHYSICAL REQUIREMENTS

- Ability to react quickly and calmly in emergency situation.
- Physical ability to provide tennis instruction for all levels.
- Willingness to participate in a training program in order to maintain proper physical fitness.
- Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact.
- Some sitting, walking, moving, climbing, carrying, bending, kneeling, crawling and reaching.

SUPERVISION RECEIVED

- Work methods and assignments are prescribed in detail.
- Work is usually carried out under little direct supervision and requires initiative and the ability to exercise good judgment.

SUPERVISION EXERCISED

None

HEAD PROFESSIONAL

NATURE OF WORK

A Supervisory position that oversees the implementation of instructional tennis programs for all levels of age and ability. Also oversees the pro shop and court maintenance operations and recommends the hiring and firing of subordinate tennis center personnel.

ILLUSTRATIVE EXAMPLES OF ESSENTIAL DUTIES

- Assists with the teaching concepts.
- Oversees tennis clinics, large groups, private lessons and all camps.
- Provides tennis instruction.
- Assists with overseeing meetings on Policies and Procedures.
- Inspects courts for maintenance and safety issues.
- Provides customer service excellence.
- Recommends the hiring and firing of tennis center personnel.
- Performs other related work as required.
- Recommends the purchase of equipment needed for a tennis center operation.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of the principals and methods.
- Assists with training, motivating and managing subordinate employees.
- Ability to establish and maintain effective working relationships with subordinate employees and the general public.
- Ability to communicate clearly, firmly, tactfully and diplomatically with the general public, business, professional government agencies and other employees.
- Knowledge of tennis center management of a pro shop.
- Knowledge of standard tennis court maintenance (all types of court surfaces).

MINIMUM REQUIREMENTS

- Must possess and maintain current certifications in: USPTA (United States Professional Tennis Association), USTA (United States Tennis Association) or the USPTR (United States Professional Tennis Registry).
- Posses at least 5 years of experience providing tennis instruction.
- Ability to work nights, weekends and holidays.
- Must pass a City of Miami Beach background check.
- Must pass a City of Miami Beach drug screen.
- Must obtain a Business Tax Receipt from the City of Miami Beach.

PHYSICAL REQUIREMENTS

- Ability to react quickly and calmly in emergency situation.
- Physical ability to provide tennis instruction for all levels.
- Willingness to participate in a training program in order to maintain proper physical fitness.
- Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact.
- Some sitting, walking, moving, climbing, carrying, bending, kneeling, crawling and reaching.

SUPERVISION RECEIVED

- Work methods and assignments are prescribed in detail.
- Work is usually carried out under little direct supervision and requires initiative and the ability to exercise good judgment.

SUPERVISION EXERCISED

- Directs the work of subordinate personnel at tennis facilities in programs and auxiliary personnel.

TENNIS MAINTENANCE WORKER

NATURE OF WORK

Performs standard maintenance required (courts and facility) to maintain a safe and enjoyable tennis experience for all users.

ILLUSTRATIVE EXAMPLES OF ESSENTIAL DUTIES

- Brushes and lines the courts as required (minimum 3 times per day).
- Check Water levels on the courts as required
- Rolls the court after new material is placed and a minimum of once a week per court.
- Maintains windscreens are secure and in place.
- Adds clay to each court as required.
- Provides ice and water to the court water coolers.
- Fills out daily log as required.
- Scarifies the courts as required.
- Patches low spots on courts as required.
- Inspects courts on a daily basis to include but not limited to: court lines are not worn or coming up, nets are 3 feet at the center, windscreens are attached and not torn, no debris on the court.
- Weed eats around and on the courts as needed.
- Cleans and disinfects the locker rooms and the pro shop.
- Provides customer service excellence.
- Performs other related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES

- Comprehensive knowledge of the standards in tennis court maintenance (all court surfaces).
- Assists with training all tennis personnel in court maintenance.
- Ability to establish and maintain effective working relationships with all employees and the general public.
- Ability to communicate clearly, firmly, tactfully and diplomatically with the general public and other employees.

MINIMUM REQUIREMENTS

- Must attend maintenance training and receive a certificate from Welch Tennis and Fast Dry Court within 3 months of employment.
- Must pass a City of Miami Beach background check.
- Must pass a City of Miami Beach drug screen.
- Ability to work nights, weekends and holidays.

PHYSICAL REQUIREMENTS

- Ability to lift up to 80 pound bags.
- Willingness to participate in a training program in order to maintain proper physical fitness.
- Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public.
- Must possess the ability to walk, move, climb, carry, bend, kneel, crawl, lift and reach on an ongoing daily basis.

SUPERVISION RECEIVED

Work methods and assignments are prescribed in detail.

- Work is usually carried out under little direct supervision and requires initiative and the ability to exercise good judgment.

TENNIS AIDE

NATURE OF WORK

Assists with the instructional tennis programs offered and works in the tennis center pro shop as needed.

ILLUSTRATIVE EXAMPLES OF ESSENTIAL DUTIES

- Assists the tennis instructor with tennis clinics, large groups and all camps.
- Provides customer service excellence.
- Inspects courts for maintenance and safety issues.
- Performs other related work as required.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of the principals and methods
- Ability to establish and maintain effective working relationships with all employees and the general public.
- Ability to communicate clearly, firmly, tactfully and diplomatically with the general public.
- Knowledge of standard tennis court maintenance (all types of court surfaces).

MINIMUM REQUIREMENTS

- Ability to work nights, weekends and holidays.
- Must pass a City of Miami Beach background check.
- Must pass a City of Miami Beach drug screen.
- Must obtain a Business Tax Receipt from the City of Miami Beach.

PHYSICAL REQUIREMENTS

- Ability to react quickly and calmly in emergency situation.
- Physical ability to assist with tennis instruction for all levels.
- Willingness to participate in a training program in order to maintain proper physical fitness.
- Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact.
- Some sitting, walking, moving, climbing, carrying, bending, kneeling, crawling and reaching.

SUPERVISION RECEIVED

- Work methods and assignments are prescribed in detail.
- Work is carried out with direct supervision.

SUPERVISION EXERCISED

- None

TENNIS DIRECTOR

NATURE OF WORK

An Administrative position that oversees the development and implementation of instructional tennis programs for all levels of age and ability. Also oversees the pro shop and court maintenance operations. Also oversees the hiring and firing process at the tennis center.

ILLUSTRATIVE EXAMPLES OF ESSENTIAL DUTIES

- Directs the tennis staff on the teaching concepts
- Organizes tennis clinics, large groups, private lessons and all camps.
- Provides tennis instruction.
- Conducts meetings on Policies and Procedures.
- Inspects courts for maintenance and safety issues.
- Provides customer service excellence.
- Oversees the hiring and firing process of tennis center personnel.
- Performs other related work as required.
- Recommends and purchases all equipment needed for a tennis center operation.

KNOWLEDGE, SKILLS AND ABILITIES

- Comprehensive knowledge of the principals and methods.
- Ability to provide leadership, train, motivates and manages subordinate employees.
- Ability to establish and maintain effective working relationships with other employees and the general public.
- Ability to communicate clearly, firmly, tactfully and diplomatically with the general public, business, professional government agencies and other employees.
- Comprehensive knowledge of tennis center management of a pro shop.
- Comprehensive knowledge on tennis court maintenance (all types of court surfaces).

MINIMUM REQUIREMENTS

- Must possess and maintain current certifications in: USPTA (United States Professional Tennis Association), USTA (United States Tennis Association) or the USPTR (United States Professional Tennis Registry).
- Posses at least 10 years of experience providing tennis instruction.
- Ability to work nights, weekends and holidays.
- Must pass a City of Miami Beach background check
- Must pass a City of Miami Beach drug screen.
- Must obtain a Business Tax Receipt from the City of Miami Beach.

PHYSICAL REQUIREMENTS

- Ability to react quickly and calmly in emergency situation.
- Physical ability to provide tennis instruction to all levels.
- Willingness to participate in a training program in order to maintain proper physical fitness.
- Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact.
- Some sitting, walking, moving, climbing, carrying, bending, kneeling, crawling and reaching.

SUPERVISION RECEIVED

- Work is subject to review for compliance with the City of Miami Beach Contract.

SUPERVISION EXERCISED

Directs the work of personnel at tennis facilities in programs and auxiliary

Exhibit "I" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

MIAMIBEACH SERVICE EXCELLENCE

"Serving our public with dignity and respect, our customers have a right to expect..."

TELEPHONE



- Telephone will be covered at all customer-contact points during normal business hours answering within the third ring.
- Phone messages received will be responded to (if requested) in a timely manner, two business days, even if just to acknowledge receipt. An estimate of time to resolve the problem will be given if applicable.
- Calls coming from external sources will be answered with a consistent greeting such as "Good morning, City of Miami Beach, John Smith, may I help you?"
- Employee will take responsibility for providing a solution and/or options to the customer's request.
- Request permission from the caller before transferring a call. Provide the caller with the name and number of the person being transferred to, and stay on the line to announce the caller to the person receiving the transfer. If the transfer cannot be accomplished (busy, no answer or the person is unavailable), the employee will reconnect with the caller and ask if they want to leave a message.
- Voice mail messages will include employee's full name, working hours, and an optional phone number for customers to call. When employee is away from the office for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.
- Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

WRITTEN CORRESPONDENCE



- Correspondence start with a greeting.
- E-mail signatures will include the name, title, department, division, and contact number.
- Activate the E-mail Out-of-Office Assistant when away from the office for an extended period of time.
- Acknowledge E-mails and faxes that require a response within two business days.
- Respond to letters within 10 business days.
- Correct spelling and grammar will be used, including accurate name and address.
- Provide complete, accurate, and precise information regarding their inquiries.
- Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

PERSONAL CONTACT



- Respond to customers in a courteous manner. The customer is not always right, but always deserves to be treated with respect.
- Provide accurate and understandable solutions/options to customer requests or direct the customer to the appropriate person who may have knowledge in the subject matter.
- Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.
- Counter will be staffed during business hours.
- Employees will dress in attire that is professional, tasteful, appropriate and consistent with individual departmental policies.

MONITORING OUR PROGRESS



- Our customer service team will oversee all customer service standards.
- If we do not meet our standards, we will implement an action plan to improve our service.
- We will listen and do all we can to resolve issues.
- For questions and/or concerns, call 305.604.CITY (2489)

Exhibit "I"

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

Exhibit "J" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
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and North Shore Tennis Centers

Miami Beach Tennis Centers

Flamingo Park & North Shore Park Tennis Fees

<u>Annual Membership Fees</u>	<u>Resident</u>	<u>Non-Resident</u>
Youth (Under 18)	\$ 75	\$250
Adult Single	\$210	\$550
Senior (65+)	\$175	\$425
Family 2 Adults/2 Youth	\$500	\$1,250
(Each additional child)	\$50	\$75

<u>Court Fees</u>	<u>Resident</u>	<u>Non-Resident</u>
Hourly Rate	\$5.00	\$10.00
Hourly Light Fee <i>(for Night Play)</i>	\$1.50	\$ 1.50

**Memberships are sold annually in accordance with the City of Miami Beach Fiscal Calendar Year October 1st through September 30th. A prorated 6 month membership from April 1 through September 30 is available at a 50% reduction from the annual membership rate.*

Specialized Play and Youth Tennis

The CONTRACTOR agrees that the City's Parks and Recreation Department programs or co-sponsored programs will have use of at least 2 courts at each Center, at no charge to the City, twice per week, for a minimum of two hours for each court, between the hours of 11:00 a.m. and 5:00 p.m., and any time after 7:00 p.m., to provide free instructional lessons to after-school participants. Use of courts pursuant to the immediately preceding sentence shall be deemed to be the utilization of courts for public usage.

The CONTRACTOR also agrees to provide fee waivers and/or fee reductions in pricing for programs (i.e. clinics, academies, lessons, camps, etc.) for those City of Miami Beach residents from low socio-economic backgrounds who qualify. The CONTRACTOR agrees to utilize the same criteria for determining eligibility for fee waivers or reductions as being used by the City of Miami Beach Parks and Recreation Department at the time of the request. Fee waivers do not apply to private lessons unless agreed upon by CONTRACTOR.

The CONTRACTOR shall also offer free and/or affordable programming for Miami Beach residents with disabilities (i.e. Wheelchair Tennis) and for Miami Beach Senior residents. The CONTRACTOR will make provisions for summer and specialty camps, which camp programs will include, without limitation, camp programs for people with disabilities and for Seniors based on the established Parks and Recreation Department format.

Exhibit "J"

Additionally, in connection with the Parks and Recreation Department summer camp program ("Parks Summer Program"), Contractor agrees to provide two instructors, who will provide tennis classes for the participants enrolled in the Parks Summer Program, for one week during the scheduled Parks Summer Program, for a total of ten (10) hours, typically between the hours of 9:30 am and 12:00 pm, for the total fee of \$850.00 ("Parks Tennis Camp"). CONTRACTOR and City shall reach an agreement with respect to the dates, times and location for the Parks Tennis Camp. The location for the Parks Tennis Camp may be at one of the Centers or at Nautilus Middle School, with the Parks and Recreation Department being responsible for the transportation of the participants to the Parks Tennis Camp site and CONTRACTOR ensuring that two qualified instructors provide the requisite instruction at the Parks Tennis Camp site.

Applicable sales taxes will be applied to all rates.

Exhibit "K" to Miami Beach Tennis
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and North Shore Tennis Centers

Instructional Prices

Tennis Fees

Private Lessons (1 student, 1 instructor)

\$85.00 (per hr) – Director of Tennis

\$75.00 (per hr) – Head Professional

\$65.00 (per hr) – Assistant Professional

\$60.00 (per hr) – Recreational Professional

Semi Private (2 students, 1 instructor)

\$90.00 (per hr) – Director of Tennis

\$80.00 (per hr) – Head Professional

\$70.00 (per hr) – Assistant Professional

\$65.00 (per hr) – Recreational Professional

Private Group (3-4 students, 1 instructor)

\$180.00 (per hr) – Director of Tennis

\$160.00 (per hr) – Head Professional

\$140.00 (per hr) – Assistant Professional

\$120.00 (per hr) – Recreational Professional

Adult Programs

- Adult Beginner Classes (Men's and Ladies) –(1 ½ hr) \$80.00 (4 weeks) \$25.00 Drop-in
- Cardio Tennis (Men's and Ladies) –(1 ½ hr) \$80.00 (4 weeks) \$25.00 Drop-in (beginner, advanced)
- Cardio Tennis (Men's and Ladies) –(1 hr) \$60.00 (4 weeks) \$20.00 Drop-in (beginner, advanced)
- Drills & Skills (Men's and Ladies) –(1 ½ hr) \$80.00 (4 weeks) \$25.00 Drop-in (intermediate, advanced)

- Top Dog (Men's and Ladies) -(1 ½ hr) \$80.00 (4 weeks) \$25.00 Drop-in (intermediate, advanced)
- Ladies Day Drill & Play-(1 ½ hr) \$80.00 (4 weeks) \$25.00 Drop-in (intermediate, advanced)
- Men's Adult Clinics -(1 ½ hr) \$80.00 (4 weeks) \$25.00 Drop-in (intermediate, advanced)
- Socials
 - Adult (Men's & Ladies) - (2 hrs) \$15.00 per class (intermediate, advanced)
 - Match tough (Men's Competitive round robin) - (3 hrs) \$20.00 per class
 - Tennis Ladder - \$20.00 (per season) (intermediate, advanced)

Junior Programs

Junior Clinics

- Red Ball (4-8 yrs)
 - \$80.00 (4 wks) 1 time per week
 - \$160.00 (4 wks) 2 times per week
- Orange Ball (7-10 yrs)
 - \$80.00 (4 wks) 1 time per week
 - \$160.00 (4 wks) 2 times per week
- Green & Yellow Ball (11-15 yrs)
 - \$80.00 (4 wks) 1 time per week
 - \$160.00 (4 wks) 2 times per week

Junior Play Days

- \$20.00 per day (3hrs)

Junior Leagues (USTA Junior Team Tennis)

- \$250.00 (8 wks) 2 times per week

Junior Team Drills

- \$80.00 (4 wks) 1 time per week

Junior Development Programs

- \$400.00 (4 wks) 2 times per week
- \$600.00 (4 wks) 3 times per week

Summer Camps

- \$400.00 per week (Full day)

- \$260.00 per week (Half day)

Exhibit "L" to Miami Beach Tennis
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Public Area Cleanliness Index



CITY'S VISION

- The City's Vision is to ensure that the City of Miami Beach will be:
 - Cleaner and Safer
 - More Beautiful and Vibrant
 - A Mature Stable Residential Community with Well-Improved Infrastructure
 - A Unique Urban and Historic Environment
 - A Cultural Entertainment, Tourism Capital
 - An International Center for innovation in Culture, Recreation and Business



MIAMIBEACH

WHAT IS THE CLEANLINESS INDEX?

- The Cleanliness index is a set of standards that can be used to measure the cleanliness of the City of Miami Beach's public areas.
- The Cleanliness Index will provide standards on rating the cleanliness of 4 factors:
 - Litter / Trash
 - Litter / Garbage Cans
 - Organic Materials
 - Fecal Matter



MIAMIBEACH

WHY ASSESS THE CLEANLINESS OF PUBLIC AREAS?

- To provide a quantitative measurement to gauge the cleanliness of the City as it relates to the vision statement
- Use the data captured to direct the City's efforts in improving the cleanliness maintenance functions.
- Assist the departments in determining what factors affect the cleanliness of the public areas
- Evaluates if different initiatives and service levels are effective in making the public area cleaner

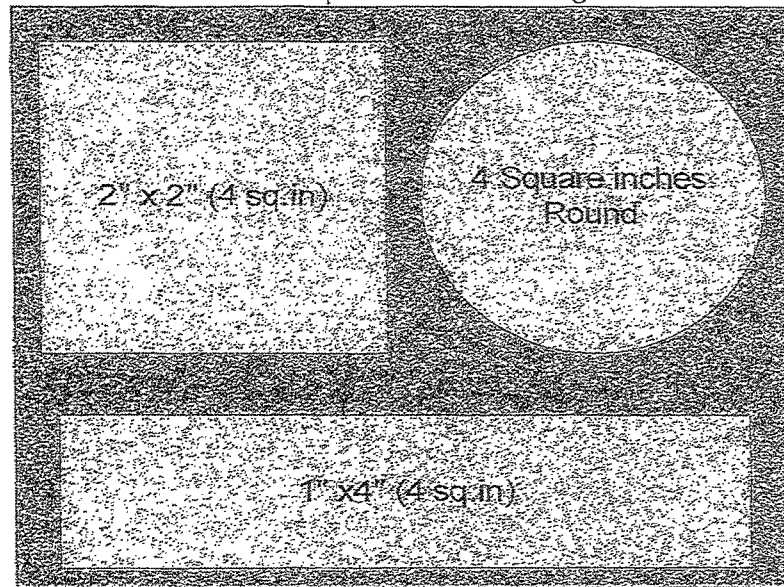


MIAMI BEACH

CLEANLINESS INDEX GUIDELINES

Examples of Small Litter:

- Cigarette butts
- Bottle caps
- Straws
- Candy packaging and wrappers
- Polyfoam packing materials
- Plastic expresso coffee cups
- Below is the template on measuring small litter:



Examples of Large Litter:

- Beer cans and bottles
- Soft drink glass, cans, plastic
- Sport drink glass plastic
- Wine / Liquor glass, plastic/other
- Milk / Juice Plastic, Glass
- Six pack plastic rings
- Plastic / Paper / Polystyrene (foam) drink cups
- Plastic/Paper bags
- Zipper bags / sandwich bags
- Cardboard boxes
- Paper beverage cases
- Plastic / Glass jars / bottles/ lids
- Cans - steel, aluminum
- Aerosol cans
- Paper food wrap
- Utensils
- Napkins
- Clothing
- Printed materials (newspapers, flyers, books, etc.)



MIAMIBEACH

INDEX FOR STREETS, SIDEWALKS, RIGHT-OF-WAYS, ALLEYS, PARKS, PARKING LOTS, AND BEACHES

The following index will be used to rate and provide a score for the cleanliness of a street, sidewalk, right-of-way, alleys, parking lots, and beaches.

Index	Litter/Trash	Litter / Garbage Cans	Organic Materials	Fecal Matter
Extremely Clean	* No litter and/or debris on entire block face.	* Can is in good working order and none are no more than 3/4 full. * Can is in a clean condition free of items, such as stickers, graffiti.	* Isolated instances of small fresh organic material, such as leaves, branches, etc., cover the paved area. * No large organic material, such as tree limbs or palm fronds on the ground.	* Fecal matter is <u>not</u> visible.



MIAMIBEACH

INDEX FOR STREETS, SIDEWALKS, RIGHT-OF-WAYS, ALLEYS, PARKS, PARKING LOTS AND BEACHES

Index	Litter/Trash	Litter / Garbage Cans	Organic Materials	Fecal Matter
2 Clean	<ul style="list-style-type: none"> * Isolated pieces of litter on the entire assessed area. The area is not void of litter, but may contain an isolated incidence of litter. 	<ul style="list-style-type: none"> * Can is in good working order and none are no more than 3/4 full. There is isolated piece of trash outside of the can. * Can is in a clean condition free of items, such as stickers, graffiti. 	<ul style="list-style-type: none"> * Less than 10% of a 10 step distance paved area is covered by small organic materials, but occurring no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then add 1 point. * No large organic material on the ground. 	<ul style="list-style-type: none"> * Past residue of fecal matter. It seems that an attempt was made to clean the fecal matter, but residue was left behind.



MIAMI BEACH

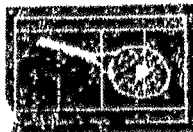
INDEX FOR STREETS, SIDEWALKS, RIGHT-OF-WAYS, ALLEYS, PARKS, PARKING LOTS, AND BEACHES

Index	Litter/Trash	Litter / Garbage Cans	Organic Materials	Fecal Matter
<p>33</p> <p>Somewhat Clean</p>	<ul style="list-style-type: none"> * Small to moderate amounts of litter. In a 10 step distance the litter accumulation should account to less than 10 small pieces or 2-4 pieces of large litter, but occurring in no more than 10% of the entire assessed area. * If the litter density occurs between 10-25% of the entire area, then add 1 point. * If the litter density occurs more than 25% of the entire area, then add 2 points. 	<ul style="list-style-type: none"> * Can is functioning, but is full with trash, which can be seen from the eye level. There is no litter above the rain guard. There is some residue from past garbage. * Can is in a clean condition, but may have one small isolated instance of a sticker or graffiti, which the eye is not drawn to it. 	<ul style="list-style-type: none"> * Between 10% - 30% of a 10 step paved area is covered by organic materials, but occurring in no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then add 1 point. * Between 1 and 3 pieces of large organic materials is on the ground. * Isolated case of organic material accumulation caused by standing water and poor drainage. 	<ul style="list-style-type: none"> * <u>One</u> instance of fecal matter is present on the public area.



MIAMIBEACH

Exhibit "M" Miami Beach Tennis
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Professional Tennis Management and
Operations Services at the City's Flamingo
And North Shore Tennis Centers



Welch Tennis Courts

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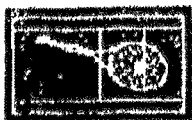
info@welchtennis.com

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Friday, November 20, 2009

Overhead Watered Court Maintenance

- 1. Brushing:** Brush in the morning before play, brush in the afternoon and if staffing permits, brush in the evening after play is over. Brushing is most effective when the court is dry. DO NOT brush in circles if/when pulling broom behind a cart. Walking the broom allows for a better and more thorough job. Brush from fence to fence.
- 2. Watering:** The nighttime watering is the most important. Try to water as much as possible without having the courts too wet in the morning. Watering times vary depending on the time of the year, humidity, etc. It is important to adjust times almost on a daily basis. The afternoon watering is to prepare the court for later afternoon and evening play. Because of the wind and sun it is difficult to water evenly. Water as late as possible in the afternoon if you have a lot of evening play. It is not necessary to brush after the afternoon watering but you should clean the lines. Brooming at this time of day will just dry out the courts.
- 3. Rolling:** On the average roll the courts once every two weeks. This may be more if they are soft. Rolling also presses the excess coarse material back in to the surface saving on material usage. Roll the perimeter of the court as well as inside the lines. The perimeter usually needs rolling more than the heavily used areas.
- 4. Patching:** The more play a court gets the more it will need new material added to the baseline area and service boxes. When watering observe the last areas to dry on a non-windy day. This will indicate low areas of the surface that need new material added.
- 5. Top-Dressing:** Twice a year the courts should be cleared of excess dead material and top dressed with one to two tons of new material. New material is watered in, then rolled each day for the first couple of weeks to insure that it bonds to the existing surface.



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File: 10-000010-0001

Fast Dry Court Maintenance

Overview

Maintaining a fast dry clay tennis court does not require any great effort or experience. It does require continual observation combined with preventive maintenance measures. With a basic understanding of the nature of the court and how it reacts to certain conditions, common sense can provide a guideline for those maintenance procedures.

The court consists of three main components: a perimeter curb – which prevents erosion and holds the court in place; a stone base – which acts as both a drainage area and moisture reservoir; and the fast dry playing surface.

For someone taking care of a properly constructed fast dry court, the first two elements should rarely, if ever, need to be considered. The fast dry surface itself is the part of the court which requires regular attention.

Fast Dry Material

To correctly care for a fast dry court, it is important to understand a few basic facts about fast dry surfacing material. It is an extremely hard basaltic rock which has occurred in a naturally green colored deposit. This rock is then ground into a range of finely graded particles with the smaller dust size particles acting as a cohesive material when moist and the larger particles providing drainage. The fast dry surface is preserved in a firm, unified layer by the presence of moisture and the application when required of compaction.

General Daily Maintenance

A fast dry clay tennis court requires regular care. Other than times of inclement weather or when a court has been closed for the winter, this means daily irrigation and maintenance. Even if the court has not been played on or is not scheduled for play, irrigation and maintenance should still be done. The primary daily maintenance activities are brushing and rolling.

The ideal sequence for maintaining a court is brushing, watering and rolling. This is frequently difficult to do, since most watering is done during the night and no one may be available to brush the court at the end of the previous day's play. However, if possible, this order of actions is best because brushing helps level and fill in imperfections in the fast dry court surface. Water will tend to set these imperfections if they are not corrected. Also, a damp court is harder to redistribute surface granular on to fill indentations or level small piles of fast dry.

Brushing

It is important to note that brushing may be done with several different pieces of equipment, depending on the existing court surface condition and the desired playing surface. The traditional tool is a seven foot wide drag brush with bristles of varying stiffness. However, drag mats or court rakes may also be used as leveling and grooming devices.

The drag brush is usually a very good tool to use on overhead irrigated (sprinkler system) courts. These courts are likely to have minimal excess surface dampness early in the morning (when brushing is frequently done) and additionally generate a good amount of loose granular material simply from play. On subsurface irrigated courts, however, the drag brush may tend to become clogged with damp surface material and the brush then loses its ability to properly level the court. Even stiff bristled brushes are prone to this result.

Generally, the harder and smoother a fast dry surface is, the stiffer the brush or other tool should be. All fast dry courts should have a thin layer of loose granular material on the surface. It is this loose material that allows a player's foot to slide and it also provides texture which affects the bounce of the tennis ball.

FDC HydroCourt Maintenance Guide
Submittal
02792-04

✓

FDC HydroCourt Maintenance Guide

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DAILY MAINTENANCE

SURFACE AGITATING:

Use a **Steel Drag Broom** by hand or the **Court Rake** or **Gator Rake (Hydro)** by tractor in the morning and at the end of the day to agitate the top layer of tennis court surfacing. This will help break up algae and hard spots. Use the **Steel Hand Broom** for those hard to reach spots. Note: Drag over lines at an angle.

If a smoother playing surface is desired, groom the surface with either the **Aussie Clean Sweep** or a **Drag Brush**. The Aussie Clean Sweep serves a dual purpose - as a surface leveling device (with the teeth in the up position), or as a debris remover (with the teeth in the down position). Note: Only use Aussie or Drag Brush on new courts until surface is firm.

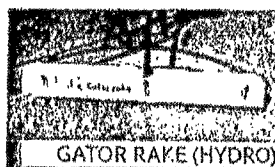
Sweep the line tapes with a **10-S Linesman**. If any surface material adheres to the line tape, use the **Proline Scrubber**.



STEEL DRAG BROOM



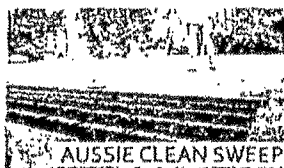
COURT RAKE



GATOR RAKE (HYDRO)



STEEL HAND BROOM



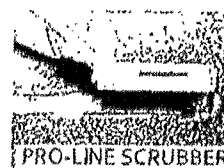
AUSSIE CLEAN SWEEP



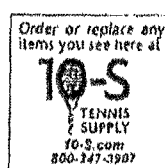
DRAG BRUSH



10-S LINESMAN



PRO-LINE SCRUBBER



MONTHLY MAINTENANCE

SCARIFY:

Scarify algae and hard areas with the **Court Devil**. A **Scarifier Lute** can be used for small areas and around the perimeter of the court. This is extremely important. Stay on top of this to avoid need of major scarifying. The Court Devil can be used over lines only if proper care is taken. Note: Drag over lines at an angle.

FAST-DRY:

Add +/- two 80-pound bags of **HydroBlend** tennis court surfacing per side per month (2 tons per year). This will help keep a uniform 1 inch of tennis court surfacing and will prolong major resurfacing. One or two bags of coarse blend may be added if a more coarse surface is desired.

INSPECT SURFACE:

Inspect and repair any surface damage. If baseline areas require divot repair, lute and redress as necessary. Remove excess dead material. Remove any algae, grass, lichens, moss or weed problems. Inspect tapes and nails.



COURT DEVIL



SCARIFIER LUTE



HYDROBLEND

To order material and supplies, call us at 800-247-3907 ✓

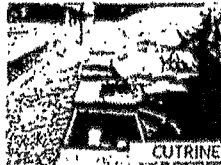
MONTHLY MAINTENANCE continued

CUTRINE: (ALGAECIDE)

Turn off HydroCourt water supply for 24 hours. Pour seven ounces of Cutrine into each control box every three months. Don't pour the liquid onto the valves. Use Shockwave by spraying on mildew and algae areas.

ROLLING:

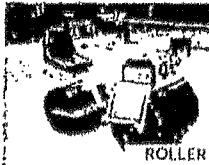
Roll new courts daily for +/- 10 days to obtain desired compaction with a Roller. (Newly built or resurfaced courts may only be partially compacted). After initial compaction is obtained, roll courts as needed (perhaps once a month) to keep Tape and Nails level.



CUTRINE



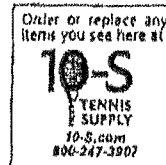
SHOCKWAVE



ROLLER



TAPE & NAILS



ANNUAL & BI-ANNUAL MAINTENANCE

MINOR RESURFACING:

Every two years, the court should be completely resurfaced by a competent, licensed and insured HydroCourt contractor. The contractor should:

- Remove Tape & Nails
- Remove all loose materials and debris
- Scarify as needed
- Patch and level surface as required
- Add +/- 80 lb. (80 pound) bags of HydroBlend
- Install new Tape & Nails
- Roll until desired compaction is reached

MAJOR RESURFACING:

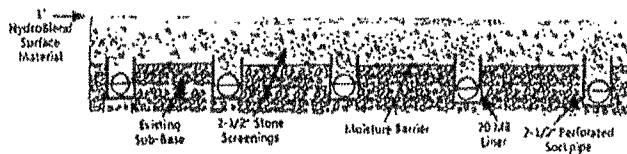
Laser taper resurface every five to eight years by competent, licensed and insured HydroCourt contractor.



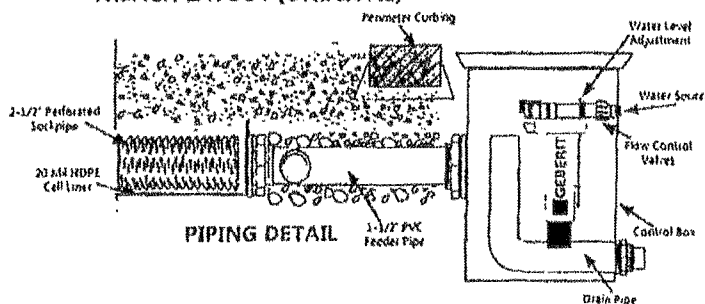
LASER TAPERED RESURFACE



FDC HydroCourt



TRENCH LAYOUT (ONE ZONE)



HYDROCOURT TRENCH



FEEDER PIPE



HYDROCONTROL BOXES



CONTROL VALVE DRAIN PIPE

To order material and supplies,
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Water Level Guide

The water level in each zone is controlled by the control box for that zone. The control boxes are located adjacent to the court. The elevation of the water in each control box will reflect the elevation of the water in each corresponding zone under the court surface.

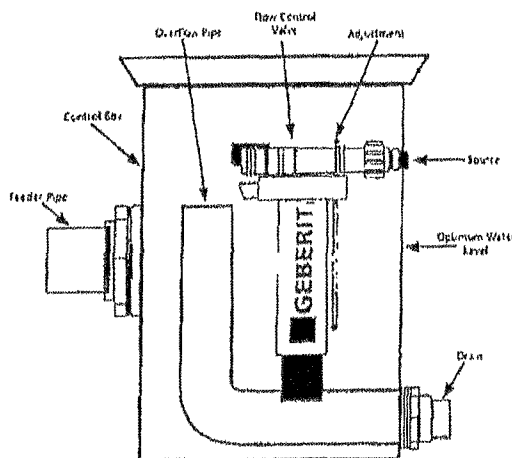


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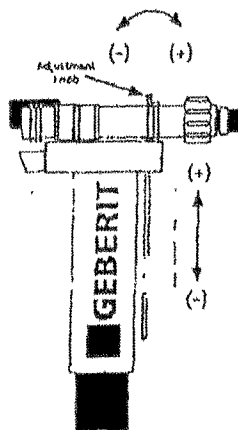
WATER LEVEL CONTROL BOX



Usually, a water level that is approximately even with the top of the feeder pipe in the control box is considered optimum. However, this may vary depending on seasonal, geographical and climactic conditions.

Each control box also has an overflow pipe. This is free to rotate in varying positions. The pipe should be tilted downward with the opening 1/2" above optimum water level. This allows any excess water to overflow and exit the court area, preventing a buildup of unwanted water in the court zones after heavy rains. This pipe may also be removed for seasonal cell drainage or to quickly dry the court surface so that play can start soon after a down-pour (e.g. during tournament).

WATER LEVEL CONTROL FLOAT VALVE

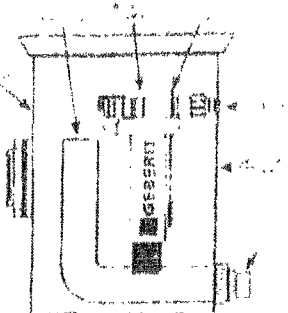
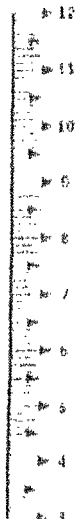
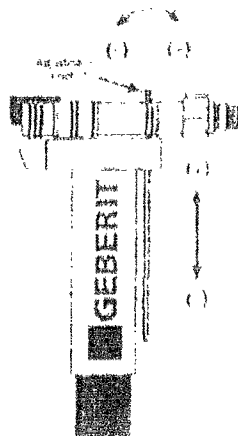


The water level control float valve is simple to operate and adjust. The valve currently being used by FDC has a 3" adjustment range. This range is more than adequate. Once the optimum water level is established, there is no need to further adjust the water level except for seasonal changes. The valve will shut off automatically when the proper water level is reached.

To raise the water level, turn the white adjustment knob, located on the top of the float valve in a clockwise or (+) direction. To lower the water level, turn the knob counter clockwise or in the (-) direction.

To adjust the water level, screw the threaded plug into the feeder pipe going to the zone to close it off. This isolates the adjustment water to the control box only. Rotate or remove the overflow pipe draining the box until the valve starts hissing which indicates water is flowing. Then, return the pipe to its upright position. Once the valve stops hissing and water is no longer flowing, record the depth as indicated on the ruler in the box. Periodically, a float valve may need to be replaced.

To order material and supplies, call us at 800-247-3907 ✓



Note: Remember that moisture changes are very slow, depending on the evaporation rate. Each of the above steps may take hours or even days before the adjusted level is stabilized. Be patient, knowing that once established your level and your court will remain stable at the marked spots.

ADJUSTING THE WATER LEVEL

The objective in watering your FDC HydroCourt is to maintain the lowest possible water level, which will keep the entire court uniformly moist. The standard procedure for determining this level must be carried out over a period of time by the person who is to maintain the court. This water level may vary due to seasonal conditions, temperature and humidity.

First, raise the water level until all dry areas disappear within each zone. It is important to remember that as water flows from the control box to each zone, it must travel a long distance through a relatively small pipe. When the water reaches the zone, it must displace any air in the zone. This air may be slow to escape as initial watering occurs. If the court is well compacted, this process may be slowed considerably.

Adjustments in water level increases should be done in 1/4" increments, allowing 24 hours for the court to react to the new water level.

In general, the top of the feeder pipe is where most optimum water levels are.

Every court's optimum level will be slightly different and even the individual zones may vary from one to the other. However, once this optimum level is found and marked for reference, it will remain constant. The procedure to find this optimal level is as follows:

- 1) Raise the water to the charge level so the entire court is watered (1/2" above feeder pipe). This is done by adjusting the knob on the top of the float valve until the water level is at the desired height. See control box float valve section.
- 2) Reduce the water level in each box by removing or rotating the overflow pipe, allowing the water level to drop. Re-insert the pipe when the level is approximately 2" - 3" below the previous level. Then adjust the knob on the float valve to stabilize the water at a new lower level.
- 3) Continue step #2, dropping the water level by 1/4" increments until dry spots begin to appear on the court or you have reached the desired moisture content within your court. It is important that you allow 24 hours between each adjustment for the court to react to the new water level (this may allow dry spots to appear).
- 4) If dry spots begin to appear, adjust the water level up very slightly (1/8" to 1/4") at a time until dry spots disappear.
- 5) Mark your desired water level in each box. Fine tuning may still be required later, with the final water level remaining near this reference mark.

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TROUBLE-SHOOTING DRY AREAS

- 1) Charge the zone by increasing the water level until all areas are moist.
- 2) Readjust the water level in the control box to slightly above your established maintenance level
- 3) Check all valves for their correct operation (See below)
- 4) Allow the court to water. May take 12 to 24 hours to see results.
- 5) Hand watering dry spots helps to jump-start the wicking of moisture towards these dry areas

ABOVE GROUND SPRINKLER SYSTEM

May be used to quickly water court after maintenance or during dry season to condition surface
Also, use to moisten reoccurring dry spots

OVERFLOW DRAIN

The overflow drain, which is located in each control box, must be rotated to 1/4" above the maximum water level needed to charge the court. As described earlier, the maintenance person must determine this level over a period of time.

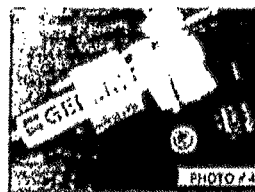
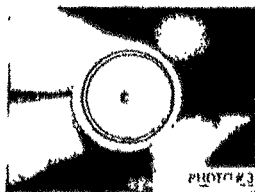
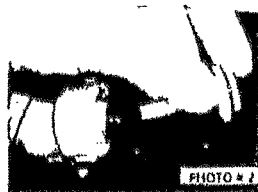
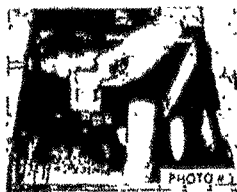
USE OF A TIMER

In certain situations, a timer may be used when watering your FDC HydroCourt system. It may be desirable to water only one or two courts at a time or to limit the amount of time a court is allowed to water during each watering period. Remember, courts water very slowly; therefore, you need to allow plenty of time on each station for a complete watering. A timer can be used (2-3 hours twice daily) to lessen water usage.

PROPER VALVE FUNCTION

To determine if a valve is working properly, follow these instructions:

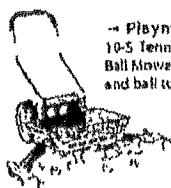
- 1) Make sure the main water supply valve is open or on. Lift gently up on the white "GEBERIT neck" of the float valve just below blue part of the valve, and hold for 3-4 seconds. The water should stop running to that control box. If it does not, you may have a defective valve.
- 2) Push the white "GEBERIT neck" down gently to re-start the flow of water to that control box. If, when pushing down on the "neck", if the water does not start flowing, try the following:
Turn off the main water supply. Unscrew the valve and inspect the plastic nipple for debris that may obstruct water flow to the valve (see photo #2 & #3). Clean out if necessary by tapping on a flat surface to dislodge the obstruction. Reinstall nipple and screw valve back on. Turn on main water supply. If it is determined the valve is broken, replace it with a new one.
- 3) A common issue with the GEBERIT float valve is a damaged rubber gasket. This gasket is found inside the blue upper portion of the valve - shown in photo # 4 & # 5. Call 800-247-3907 regarding replacement parts.



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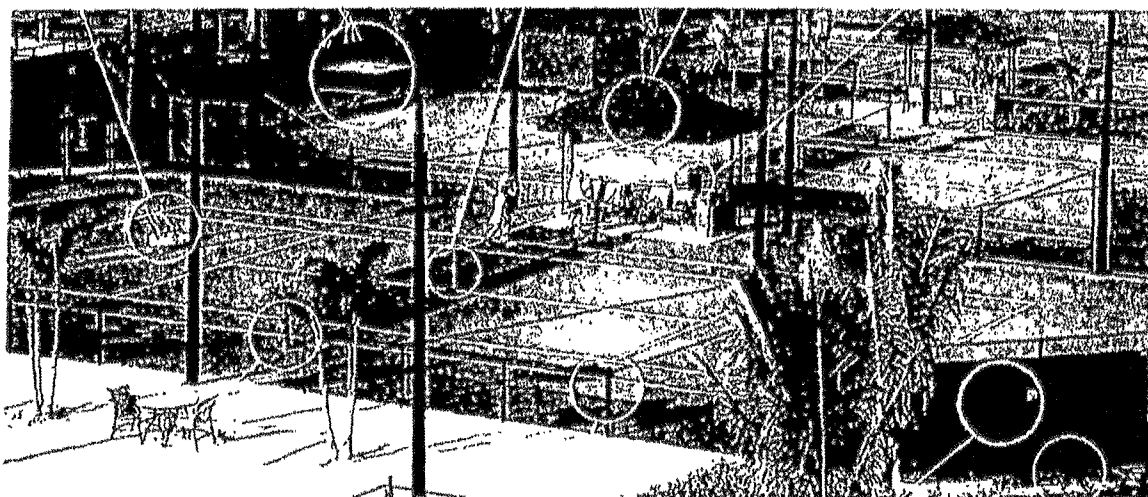
Classic II Net Strap ✓
10-S Tennis Supply offers several types of Net Straps to fit your needs. Visit www.10-S.com to choose which strap would work best for your court.



Cabanas
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Addendum to Maintenance Documents for Flamingo Park:



Daily Maintenance:

1: AT SLOW SPEED, Rake all courts three (3) times in a 24 hour period. Alternate raking direction each time. Take extra care to rake close to edges and the net line. If courts are raked in the evening and there has been no rain or use the next morning, it is ok not to rake the next morning. However raking must be done after mid-morning play. *RAIN* Courts must be raked after every rain before they can be played on. No exceptions.

2: Clean lines with line sweep after each raking.

3: Tamp down any "raised" lines due to raking with a hammer or tamp. Replace nails if necessary.

Weekly Maintenance to include with the above daily maintenance:

1. Scratch/ agitate the clay with the "teeth" side of the lute at all edges where the cart cannot reach at least once a week to prevent algae growth. Areas that tend to be shaded should be agitated more frequently to prevent algae growth.

2. Lift up net and rake under the entire net area and around net posts with the teeth side of the lute to prevent algae growth.

3. Benches and umbrellas should be moved at least once a week to agitate the clay with the lute to prevent algae growth.

Monthly Maintenance:

1. Apply 1 to 2 bags of HydroBlend evenly to high traffic areas using the Gandy drop spreader or lute. Water and roll material in (Base lines and Service lines).

Bi Monthly Maintenance:

1. Apply two (2) bags of HydroBlend tennis court material the two (2) bags of Coarse blend tennis court material evenly to each side of the court using the Gandy drop spreader. After material is spread, rake court slowly to even out material. Clean lines after raking.

Additional tips/notes to create an optimal facility:

1. Suggest directing the regular users, such as the tennis pros, to rotate from court to court instead of constantly using the same court. This will ensure all courts will age/progress the same.
2. Lawn maintenance crew should be directed to make at least three passes with the lawn mower along the perimeters with sod in a fashion to where the cutting is shed away from the courts
3. Lawn maintenance should be directed to gently blow the courts after weed eating or edging along the perimeters with sod
4. Use a blower to gently blow the east side of all courts where ever the large trees drop leaves and other tree debris onto courts prior to grooming /raking
5. Reposition the rake mounted to cart so that it is the same height at both ends to be level
6. Check control valves in HydroCourt control boxes weekly to ensure they are properly functioning.
7. All cabana covers should be lowered if rain is imminent. This will ensure rivets/divots in clay surface do not occur from rain.
8. Do not allow play until courts are completely dry and raked / lined after a rain.

2-3 Year Maintenance --

Depending on the facility usage and proper maintenance procedures, it might be necessary to have the courts professionally resurfaced by a licensed tennis court contractor to ensure optimal playing conditions and surface material.

FDC HydroCourt Maintenance Guide



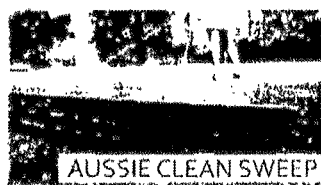
DAILY MAINTENANCE ROUTINE

MORNING

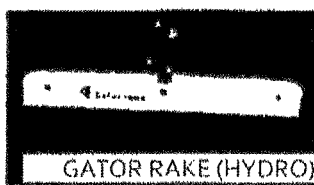
- Utilize Aussie Clean Sweep to groom court
- Alternate grooming directions with Aussie Clean Sweep.
Mon/Wed/Fri/Sun – Parallel to lines | Tue/Thu/Sat – Perpendicular to lines
- Drive at slow speed
- Utilize 10-S Linesman to sweep lines
- Utilize Pro-Line Line Scrubber to remove any clay material that is caked on to the lines
- Utilize smooth edge of 30" Lute/Scarifier to remove loose dead material at net line
- Utilize serrated edge of 30" Lute/Scarifier to remove any observed hard pan or court growth – primarily along net line and court edges - especially areas difficult to reach by Gator Rake

AFTERNOON

- Utilize Gator Rake (after first 30 days) to groom court, especially edges
- Alternate grooming directions with Gator Rake:
Mon/Wed/Fri/Sun – Perpendicular to lines | Tue/Thu/Sat – Parallel to lines
- Drive at SLOW SPEED
- Utilize 10-S Linesman to sweep lines
- Utilize Pro-Line Line Scrubber to remove any clay material that is caked on to the lines
- Utilize smooth edge of 30" Lute/Scarifier to remove loose dead material at net line
- Utilize serrated edge of 30" Lute/Scarifier to remove any observed hard pan or court growth – primarily along net line and court edges



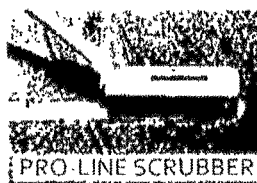
AUSSIE CLEAN SWEEP



GATOR RAKE (HYDRO)



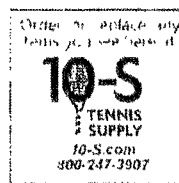
10-S LINESMAN



PRO-LINE SCRUBBER



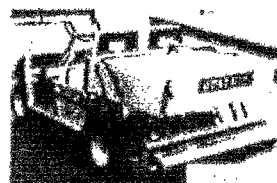
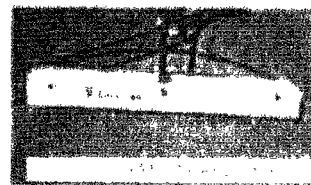
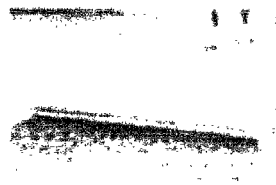
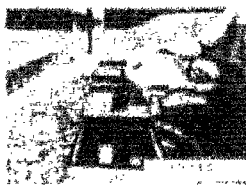
SCARIFIER LUTE



To order material and supplies, call us at 800-247-3907

MONTHLY MAINTENANCE ROUTINE

- If court growth is visible and problematic, apply extra poly needs to water control hoses as outlined in maintenance guide.
- Inspect and repair any surface damage as needed.
- If baseline or service box areas need patching, add 50 lb. HydroBlend to these areas.
- Utilize automated edge of 30" buffer scanner to remove any unsewed hard pan on court.
- Utilize weight of roller drum to loosen and remove any court growth or hard pan areas in court perimeter.
- Apply (over) 50 lb. bags of HydroBlend tennis court material evenly to each side of the court using a windly drum spreader.
- Apply material application roll out in West/East direction (down back of court, back & forth in North, South or East/West direction).
- Roll lines only on monthly basis.



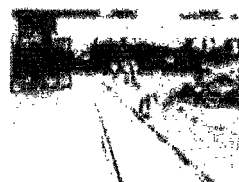
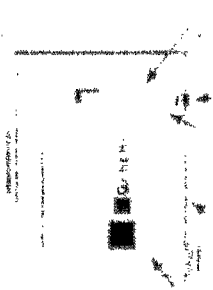
FHC HydroCourt



TRENCH LAYOUT (ONE ZONE)



PIPING DETAIL



To order material and supplies,
call us at 800-247-3907

Water Level Guide

Water level control is a critical factor in maintaining the proper playing conditions of a tennis court. The water level in the court must be kept at a consistent level to ensure the court is playable and to prevent damage to the court surface. The water level should be adjusted to the optimum level for the court's location and climate.

EDC

East Dry Courts

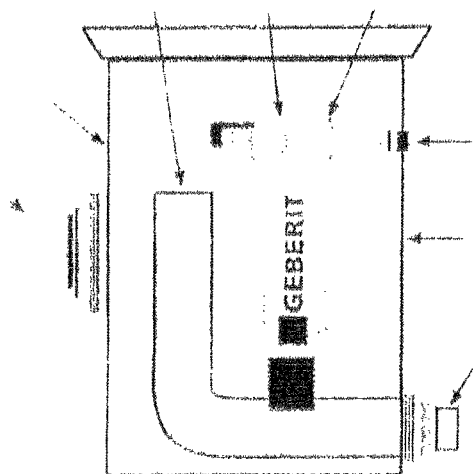
10000 10th St. N. #4200

10-S

TENNIS
SUPPLY

10000 10th St. N. #4200

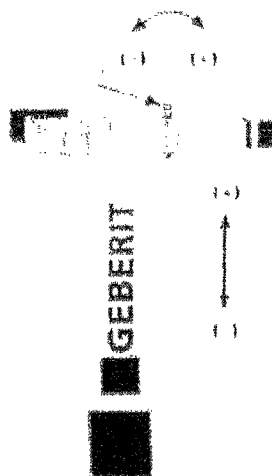
WATER LEVEL CONTROL BOX



Usually, a water level that is approximately even with the top of the feeder pipe in the control box is considered optimum. However, this may vary depending on seasonal, geographical and climatic conditions.

Each control box also has an overflow pipe. This is free to rotate in varying positions. The pipe should be tilted downward with the opening 1/2" above optimum water level. This allows any excess water to overflow and exit the court area, preventing a buildup of unwanted water in the court zones after heavy rains. This pipe may also be removed for seasonal cell drainage or to quickly dry the court surface so that play can start soon after a down pour (e.g. during tournament).

WATER LEVEL CONTROL FLOAT VALVE



The water level control float valve is simple to operate and adjust. The valve currently being used by EDC has a 3" adjustment range. This range is more than adequate. Once the optimum water level is established, there is no need to further adjust the water level except for seasonal changes. The valve will shut off automatically when the proper water level is reached.

To raise the water level, turn the white adjustment knob, located on the top of the float valve in a clockwise or (+) direction. To lower the water level, turn the knob counter clockwise or in the (-) direction.

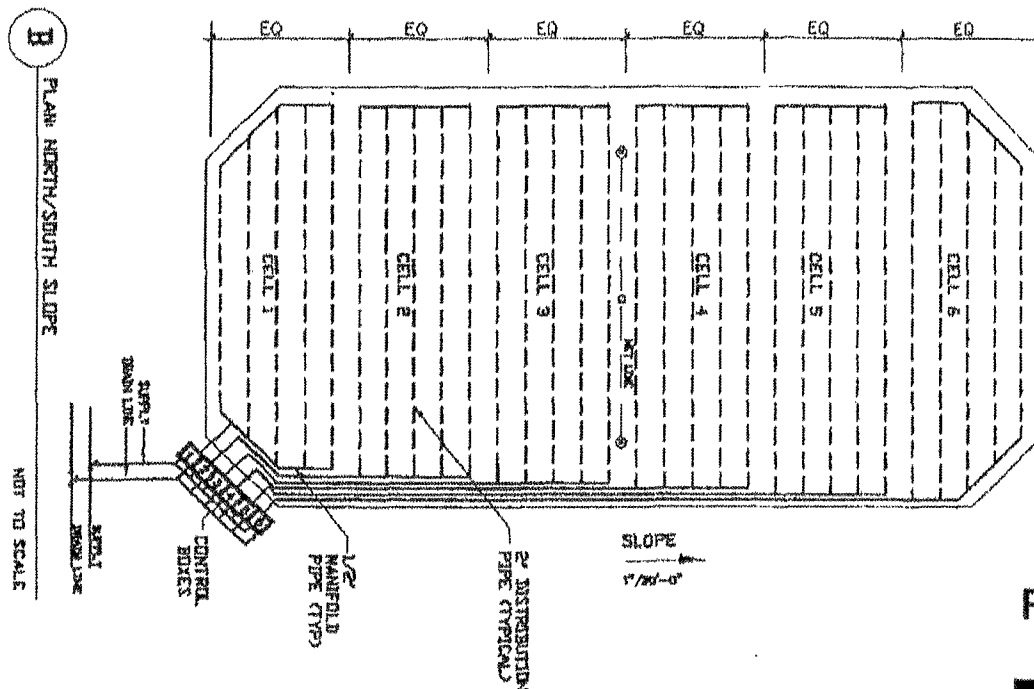
To adjust the water level, screw the threaded plug into the feeder pipe going to the zone to close it off. This isolates the adjustment water to the control box only. Rotate or remove the overflow pipe draining the box until the valve **starts hissing** which indicates water is flowing. Then, return the pipe to its upright position. Once the valve **stops hissing** and water is no longer flowing, record the depth as indicated on the ruler in the box. Periodically a float valve may need to be replaced.

10-S To order material and supplies, call us at 800-247-3907

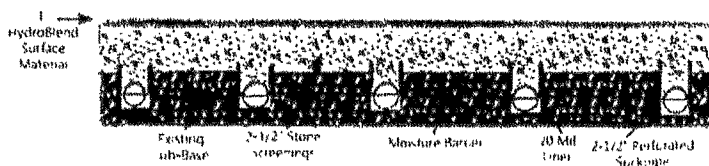


HydroCourt

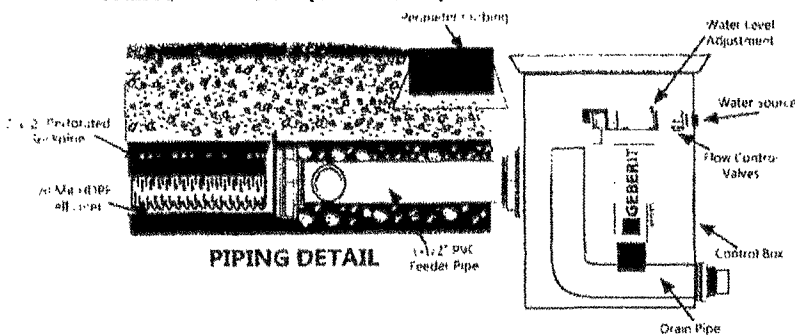
Sample HydroCourt Layout



HydroCourt Diagram



TRENCH LAYOUT (ONE ZONE)



Reference Photos



10-S To order material and supplies, call us at 800-247-3907

ADJUSTING THE WATER LEVEL

The objective in watering your FDC HydroCourt is to maintain the lowest possible water level, which will keep the entire court uniformly moist. The standard procedure for determining this level must be carried out over a period of time by the person who is to maintain the court. This water level may vary due to seasonal conditions, temperature and humidity.

First, raise the water level until all dry areas disappear within each zone. It is important to remember that as water flows from the control box to each zone, it must travel a long distance through a relatively small pipe. When the water reaches the zone, it must displace any air in the zone. This air may be slow to escape as initial watering occurs. If the court is well compacted, this process may be slowed considerably.

Adjustments in water level increases should be done in 1/4" increments, allowing 24 hours for the court to react to the new water level.

In general, the top of the feeder pipe is where most optimum water levels are.

Every court's optimum level will be slightly different and even the individual zones may vary from one to the other. However, once this optimum level is found and marked for reference, it will remain constant. The procedure to find this optimal level is as follows:

- 1) Raise the water to the charge level so the entire court is watered. (1/2" above feeder pipe). This is done by adjusting the knob on the top of the float valve until the water level is at the desired height. See control box float valve section.
- 2) Reduce the water level in each box by removing or rotating the overflow pipe, allowing the water level to drop. Re-insert the pipe when the level is approximately 2" - 3" below the previous level. Then adjust the knob on the float valve to stabilize the water at a new lower level.
- 3) Continue step #2, dropping the water level by 1/4" increments until dry spots begin to appear on the court or you have reached the desired moisture content within your court. It is important that you allow 24 hours between each adjustment for the court to react to the new water level. (This may allow dry spots to appear.)
- 4) If dry spots begin to appear, adjust the water level up very slightly (1/8" to 1/4") at a time until dry spots disappear.
- 5) Mark your desired water level in each box. Fine-tuning may still be required later, with the final water level remaining near this reference mark.

Note: Remember that moisture changes occur very slowly depending on the evaporation rate. Each of the above steps may take hours or even days before the adjusted level is stabilized. Be patient knowing that, once established, your level and your court will remain stable at the marked spots.

TROUBLE-SHOOTING DRY AREAS

- 1) Charge the zone by increasing the water level until all areas are moist.
- 2) Readjust the water level in the control box to slightly above your established maintenance level.
- 3) Check all valves for their correct operation. (See below)
- 4) Allow the court to water. May take 12 to 24 hours to see results.
- 5) Hand watering dry spots helps to jump-start the wicking of moisture towards these dry areas.

ABOVE GROUND SPRINKLER SYSTEM

May be used to quickly water court after maintenance or during dry season to condition surface. Also, use to moisten reoccurring dry spots.

OVERFLOW DRAIN

The overflow drain, which is located in each control box, must be rotated to 1/4" above the maximum water level needed to charge the court. As described earlier, the maintenance person must determine this level over a period of time.

USE OF A TIMER

In certain situations, a timer may be used when watering your FDC HydroCourt system. It may be desirable to water only one or two courts at a time or to limit the amount of time a court is allowed to water during each watering period. Remember, courts water very slowly; therefore, you need to allow plenty of time on each station for a complete watering. A timer can be used (2-3 hours twice daily) to lessen water usage.

PROPER VALVE FUNCTION

To determine if a valve is working properly, follow these instructions:

- 1) Make sure the main water supply valve is open or on. Lift gently up on the white "GEBERIT neck" of the float valve just below blue part of the valve, and hold for 3-4 seconds. The water should stop running to that control box. If it does not, you may have a defective valve.
- 2) Push the white "GEBERIT neck" down gently to re-start the flow of water to that control box. If, when pushing down on the "neck", if the water does not start flowing, try the following:
Turn off the main water supply. Unscrew the valve and inspect the plastic nipple for debris that may obstruct water flow to the valve (see photo #2 & #3). Clean out if necessary by tapping on a flat surface to dislodge the obstruction. Reinstall nipple and screw valve back on. Turn on main water supply. If it is determined the valve is broken, replace it with a new one.
- 3) A common issue with the GEBERIT float valve is a damaged rubber gasket. This gasket is found inside the blue upper portion of the valve - shown in photo # 4 & # 5. Call 800-247-3907 regarding replacement parts.

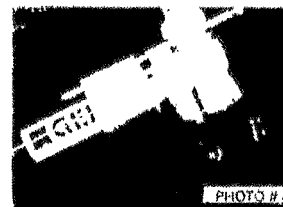


Exhibit "N" to Miami Beach Tennis
Management, LLC. Agreement to provide
Professional Tennis Management and
Operations Services at the City's Flamingo
and North Shore Tennis Centers

1 Ladder (8ft)
1 Hose
1 Squeegee
10 Bags of quick ties
1 Push broom
1 Cuban Mop
1 Metal Dust Pan
1 Garbage bag box 55 gallons
6 Pairs of work gloves
1 50 ft extension
1 Tool Chest
1 First Aid Kit
1 Mop
1 Bucket
4 Gallon Buckets

Onsite Purchased (MBTM Office)

1 Computers
2 Monitors
1 Cash Drawers
1 Keyboard/swipe
1 printer
1 Mouse
1 Laptops
0 Ipads

1 Receipt Printers

Exhibit "N"