

Exhibit "12"

EVIDENCE OF DEVELOPER'S INTEREST IN THE
LAND UPON WHICH THE CONDOMINIUM IS TO BE DEVELOPED.

AFFIDAVIT PURSUANT TO FLORIDA STATUTES:
SECTION 718.504(27)

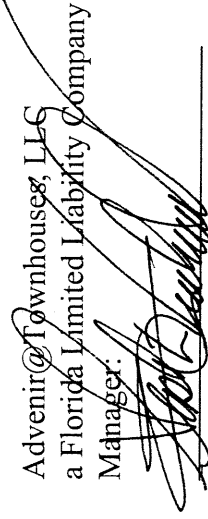
Noted
Deed

STATE OF FLORIDA
COUNTY OF BROWARD

Before me the undersigned authority, personally appeared, Stephen L. Vecchitto, as managing member of and on behalf of Advenir, LLC, a Florida Limited Liability Company, and states:

1) Advenir, LLC, a Florida Limited Liability Company, has an interest of the real property described in, "Exhibit A," attached hereto and made a part hereof. A copy of the Warranty Deed is attached hereto as, "Exhibit B."

Advenir@Townhouse, LLC
a Florida Limited Liability Company by it's
Manager:



Stephen L. Vecchitto, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by Stephen L. Vecchitto, as the managing member and on behalf of Advenir, LLC, a Florida Limited Liability Company on this 30th day of September, 2003, who is (or are) personally known to me or who has produced Driver's License as identification and who did(did not) take an oath.



Marcella F. Dyer
Commission # DD240734
Expires Aug. 13, 2007
Aaron Notary
1-800-350-5161

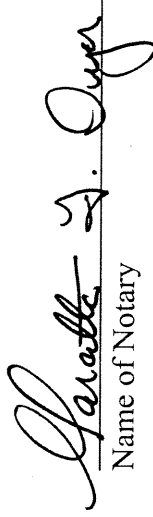

Name of Notary

Exhibit "13"

Initial: AW/ms/CAM
Location #: NEW LOCATION

LEASE

This LEASE AGREEMENT is entered into this day, **NOVEMBER 1, 2002**, by and between **ADUENIR @ TOWNHOUSES LLC, A FLORIDA LIMITED LIABILITY COMPANY** (hereinafter referred to as "Lessor"), and **Web Service Company, Inc.** (hereinafter referred to as "Lessee"). Lessor does hereby lease to Lessee, and Lessee does hereby accept, the exclusive possession of all common laundry room(s) located on the real property and improvements of 189 units, located at **TOWNHOUSES OF PLANTATION, 4790 NORTHWEST 9TH COURT, PLANTATION, FLORIDA 33317**, which real property and improvements are herein referred to as the "property." Lessor warrants and represents that only 0 units are plumbed with their own washer or dryer connections.

- 1. Representation of Owner or Agent.** Lessor does hereby warrant and represent that it is the owner of the property, or the authorized agent thereof, acting with full authority to enter into this Lease and further, said owner or representative thereof warrants and represents that there is no other lease, license, or other instrument granting the same or similar right in and to the laundry room(s) on the property.
- 2. Exclusive Use and Possession of Leased Premises.** Lessor does hereby grant, convey, and transfer to Lessee the exclusive use and possession of all common laundry room(s) on the property, which room(s) is/are described as encompassing approximately 168 square feet, for its use as a laundry room(s) [said room(s) is/are hereinafter referred to as the "Leased Premises"].
- 3. Quiet Enjoyment.** Lessee may use, occupy, and possess the Leased Premises, as set forth above, to the exclusion of all others, and enjoy the quiet and peaceful enjoyment thereof.
- 4. Term.** The term of this Lease shall be for **TEN (10) year(s)**, commencing on **NOVEMBER 20, 2002**.
- 5. Rent.** Lessee agrees to pay Lessor as Rent, for the use and possession of the Leased Premises, an amount equal to the greater of \$5.00 per month, or a percentage of Lessee's gross income from the Leased Premises based on the average per machine daily gross income (double-load machines to be counted as two) as follows: **ZERO PERCENT (0%)** of a base amount equal to the first \$1.10 per machine per day, plus **NINETY PERCENT (90%)** of all monies in excess, less any applicable gross receipts, sales, use, value added, or similar excise taxes. (Communicating on the date this Lease is entered into, the base amount to be adjusted annually to changes in the Consumer Price Index of the Department of Labor-U.S. City Average.) The total number of machines for purposes of calculating the Rent will be **THIRTY (30)** unless Lessor and Lessee otherwise agree in writing.
- 6. Equipment.** Lessee shall be permitted to place personal property and equipment in the Leased Premises, and the title to such property shall remain at all times that of the Lessee, and at the conclusion of the term of this Lease, or any extension thereof, Lessee shall be permitted to remove such personal property and equipment remaining on the Leased Premises.
- 7. Insurance.** Lessee shall insure against liability for bodily injury and property damage caused by Lessee up to the amount of \$10,000,000 and shall hold the Lessor harmless from claims of liability caused by the acts of the Lessee.
- 8. Utilities and Maintenance.** Lessor does hereby agree that it will provide all utility service necessary for proper operation and maintenance of laundry equipment which the Lessee deems fit to place within the Leased Premises; that Lessor shall perform all necessary janitorial and maintenance services for the Leased Premises, including but not limited to, maintaining the Leased Premises in good repair and cleanliness, and the Lessee hereby grants to the Lessor a revocable license to come onto the Leased Premises to perform such services. Lessor warrants that the Leased Premises comply with all federal

(LEASE - TOWNHOUSES OF PLANTATION, 4790 NORTHWEST 9TH COURT, PLANTATION, FLORIDA 33317)
NOVEMBER 1, 2002

state, and local requirements. The Lessee shall not be responsible for property damage or personal injury due to lack of or inadequacy of a floor drain in the Leased Premises.

9. **Assignment or Transfer.** This Lease shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, assigns, or transferees. If any litigation results in connection with this Lease, the successful party shall be entitled to reasonable attorneys' fees.

10. **Home Office Approval.** This Lease, and any modification and/or addendum(s) to this Lease, shall require written approval of Lessee's Home Office before becoming effective, and shall immediately become effective upon such approval, with or without notification to Lessor.

11. **Non-Competition Clause.** Lessor agrees that for the duration of this Lease, Lessor shall not furnish, provide, lease, rent, or in any manner cause to be installed, or enter into any agreement with anyone other than Lessee to furnish, provide, lease, rent, or in any manner cause to be installed washers and/or dryers in any of the rental units and common laundry facilities on the property. Lessor agrees that washer and dryer connections will not be added in any existing rental unit. The provisions of this paragraph shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of Lessor.

12. **Validity of Provisions.** The invalidity or illegality of any provision shall not affect the remainder of the Lease.

13. Lessee to pay Lessor a decorating allowance of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** within thirty (30) days of installation of Lessee's equipment and after Lessee's Home Office signature approval of this Lease.

14. Lessee to install **SIXTEEN (16)** new Maytag Computer Trac washer(s) and **FOURTEEN (14)** [7 Stacks] new Maytag Computer Trac dryer(s) at no cost to the Lessor. Initial washer prices to be **\$.75**. Initial dryer prices to be **\$.75/45** minutes.

15. Notwithstanding paragraph 11 of the Lease, in the event of a sale of the property, the new Purchaser may install additional washer and/or dryer connections in any or all of the individual units of the property, provided, however, that if the new Purchaser does so, it is understood that upon the date of the first such connection return a pro-rata amount of any additional rents, advance rents, decorating allowances, or decorating costs paid or incurred by the Lessee pursuant to the terms and conditions of this Lease.

Simultaneously, Paragraph 5 of the Lease shall be automatically deleted in its entirety and replaced with the following without any further action by either Lessor or Lessee:

RENT. Lessee agrees to pay Lessor as Rent for the use and possession of the leased premises, an amount equal to the greater of \$5.00 per month, or a percentage of Lessee's gross income from the leased premises based on the average per machine daily gross income (double-load machines to be counted as two) as follows: **ZERO PERCENT (0%)** of a base amount equal to the first \$**80** per machine per day, plus **NINETY PERCENT (90%)** of all monies in excess (Commencing on the date this Lease is entered into, the base amount to be adjusted annually to changes in the Consumer Price Index of the Department of Labor-U.S. City Average.), less any applicable gross receipts, sales, use, and similar excise taxes. The total number of machines for purposes of calculating the rent will be **THIRTY (30)** unless Lessor and Lessee otherwise agree in writing.

(LEASE - TOWNHOUSES OF PLANTATION, 4790 NORTHWEST 9TH COURT, PLANTATION, FLORIDA 33317) NOVEMBER 1, 2002

16. If Lessor is not 100% satisfied with Lessee or any aspect of the Lease arrangement at any time during the first 180 days of the Lease, Lessor may terminate this Lease by (1) Lessor notifying Lessee in writing of its decision to terminate the Lease, AND (2) simultaneously returning in-full any additional rents, advance rents, or decorating costs incurred or paid by Lessee under the terms of the Lease. If Lessor complies with both (1) and (2) above within the 180-day period, the Lease will terminate and Lessee will, within 30 days, remove all its equipment. There will be no further obligation by either Lessee or Lessor. Should Lessee fail to remove its equipment from the Leased Premises within 30 days after the termination of the Lease, Lessor may remove Lessee's equipment and store it at Lessee's expense. It is understood that the Lease termination privileges of this paragraph will expire on the 181st day of this Lease.

Lessee: Web Service Company, Inc.

District Sales Manager

APPROVED: Web Service Co., Inc., Lessee
HOME OFFICE: 3690 Redondo Beach Ave.
Redondo Beach, CA 90278

Lessor: ADVENIR @ TOWNHOUSES LLC, A
FLORIDA LIMITED LIABILITY
COMPANY

By _____

By _____ ADVENIR REAL ESTATE MANAGEMENT LLC

Is: _____ AUTHORIZED AGENT

By *Faye Rasmiller*
TAYLOR RISMILLER

Is: _____ PRESIDENT

Date _____ 11/14/02

PAY RENT TO:

NAME

C/O

Address:

TAX ID:

TOWNHOUSES OF PLANTATION

MANAGER

4790 N.W. 9TH COURT

PLANTATION, FL 33317

20-0001105

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is entered on NOVEMBER 1, 2002, by and between ADVENIR @ TOWNHOUSES LLC, A FLORIDA LIMITED LIABILITY COMPANY, (hereinafter referred to as "Lessor"), and Web Service Company, Inc. (hereinafter referred to as "Lessee"). Lessor hereby does lease to Lessee, and Lessee does hereby accept the exclusive possession of all common laundry room(s), now existing and hereafter created, and located on the real property and improvements consisting of 183 units, located at TOWNHOUSES OF PLANTATION, 4790 NORTHWEST 9TH COURT, PLANTATION, FLORIDA 33317, which real property and improvements are herein referred to as the "property" and legally described in Exhibit "A" attached hereto, and by this reference, incorporated herein as though fully set forth. Lessor warrants and represents that only 0 units are plumbed with their own washer or dryer connections.

- 1. Exclusive Use and Possession of Leased Premises.** Lessor does hereby grant, convey and transfer to Lessee the exclusive use and possession of all common laundry facilities on the property, which laundry facility(ies) is/are presently described as encompassing approximately 168 square feet, for its use as a laundry facility(ies).
- 2. Term.** The term of this Lease is not disclosed herein, but it is not less than 3 years nor more than 20 years from the date of the Lease.
- 3. Assignment or Transfer.** This Lease shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, assigns or transferees.
- 4. Non-Competition Clause.** This Lease contains a covenant by the Lessor not to compete, which is binding upon, and inure to the benefit of, the heirs, administrators, successors or assigns of the Lessor.
- 5. Lessor and Lessee have entered into an unrecorded Lease** containing the provisions included herein and certain additional provisions. The provisions of the unrecorded Lease are incorporated herein by this reference. A copy of the unrecorded Lease is available for persons having a legitimate interest in the property, at the home office of Lessee located at 3690 Redondo Beach Avenue, Redondo Beach, California 90278-1165.

Lessee: Web Service Co., Inc.
3690 Redondo Beach Ave.
Redondo Beach, CA 90278

Lessor: ADVENIR @ TOWNHOUSES LLC, A
FLORIDA LIMITED LIABILITY COMPANY

By _____
 Its: _____
 By _____
 Its: _____
 Date _____
 Witness _____

By _____
 Its: AUTHORIZED AGENT
 By _____
 Its: TAYLOR RISMILLER
 Date 11/14/02
 Witness _____

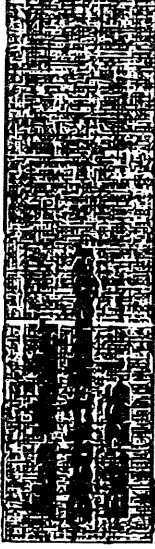
Oct 22 02 04:03p TOWNHOUSES OF PLANTATION 9545870341

P.1

0ct 22 02 03:42p Web Service Co

9544225684

P.1

Web Service Company, Inc.1320 SW 37th Way
Overfield Beach, Florida 33462
(954) 422-5858 Fax@ 954 422-5804**Fax**

To: Terry & Townhomes of Plantation From: Alan Wester

Fax: (954) 987-0341 Pages: 1

Phone: (954) 987-7955 Date: October 22, 2002

Re: (Proposal) CC:

Urgent Fair Review Please Comment Please Reply Please Recycle

• Comments:

Dear Terry:

I have received the "go-ahead" from my home office to make the following offer s at Townhomes of Plantation.

Equipment:

15 sets of Bit-Dry Maytag computer-trac washers & dryers.
All machines will be coin-operated at \$.75 per wash and \$.75 per coin, 45 minute dry cycle.

Rent & Commission:

- FIFTY PERCENT (50%)** commission & a one-time decorating allowance of \$16,000 paid within thirty (30) days of receiving the signed lease on a seven (7) year lease.
- FIFTY PERCENT (50%)** commission & a one-time decorating allowance of \$21,800 paid within 30 days of receiving the signed lease on a ten (10) year lease.
- NINETY PERCENT (90%)** of all money collected in excess of \$1,10 and a one-time decorating allowance of \$35,400 paid within 30 days of receiving signed lease on a seven (7) year lease.
- NINETY PERCENT (90%)** of all money collected in excess of \$1,10 and a one-time decorating allowance of \$35,000 on a ten (10) year lease agreement.

Card System:

One WebAccess card system to be installed in the office with 225 free cards with a \$3.00 value each. If we go with the card system, please deduct \$8,000 off the decorating allowance for each proposal. And use 80% of all monies collected instead of 90% on the above two average proposals (Nos 3 & 4)

Please call me if I can be of further assistance. I look forward to hearing from you soon.

Cordially,

Alan Wester, DSM

OCT-22-2002 04:03PM

FAX: 9545870341

ID:ADUENIR R S MGMT

PAGE:001 R=94x

AGREEMENT OF SALE

Date: NOVEMBER 1, 2002

This Agreement of Sale is between ADVENIR @ TOWNHOUSES LLC, Seller, and Web Service Company, Inc., Buyer, of the following described equipment located at TOWNHOUSES OF PLANTATION, 4790 NORTHWEST 9TH COURT, PLANTATION, FLORIDA 33317, for valuable considerations received in the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00).

DESCRIPTION OF EQUIPMENT

WASHER(S): SIXTEEN (16) GENERAL ELECTRIC

Serial #s: *See Attached*

DRYER(S): FOURTEEN (14) [7 STACKS] GENERAL ELECTRIC

Serial #s: *See Attached*

Seller hereby represents and warrants that he is the owner of all equipment sold hereby and has good title thereto against said equipment including, but not limited to security interests, taxes or liens of any kind whatsoever, and the Seller agrees to hold the Buyer harmless and to defend against any adverse claims whatsoever, and to indemnify the Buyer from any damages or losses including costs or attorney's fees. The Buyer acknowledges that the machines are in "as is condition" and Seller makes no claim as to current condition.

Web Service Company, Inc., Buyer

By: 

ADVENIR @ TOWNHOUSES LLC, Seller

By: 
TAYLOR RISMILLERIts: PRESIDENT

11-19-02

TO Taylor
From Terry
Downtowner

WASHER (16)

Dryer (14)

- ① Ser=TS185106L
- ② Ser=TS185125L
- ③ Ser=TS185110L
- ④ Ser=TS185081L
- ⑤ Ser=TS185111L
- ⑥ Ser=TS185103L
- ⑦ Ser=TS185108L
- ⑧ Ser=TS185121L
- ⑨ Ser=TS185120L
- ⑩ Ser=TS185117L
- ⑪ Ser=TS185105L
- ⑫ Ser=TS185116L
- ⑬ Ser=TS185124L
- ⑭ Ser=TS190154L
- ⑮ Ser=TS185104L
- ⑯ Ser=TS185118L

- ⑰ Ser=AT708686A
- ⑱ Ser=AT708681A
- ⑲ Ser=AT708679A
- ⑳ Ser=AT708685A
- ㉑ Ser=AT708687A
- ㉒ Ser=AT708682A
- ㉓ Ser=AT708680A

NOTE

* The Dryer are stockable units. They only have one series # per unit.

WORKING SMARTER, NOT HARDER
HOC ANNUAL ACCOUNT MANAGEMENT RETREAT
SEPTEMBER 2, 1993

Valet Waste, Inc. Attn: Baylor

Post Office Box 5738
Tampa, FL 33675-5738

SERVICE AGREEMENT

Account Number: _____

BILLING INFORMATION: (Please Print)

Property Name: Warehouses of Plantation (Advertiser Warehouses, LLC)
 Management Co/Owner: Advertiser Real Estate Management Contact: Walter Rismiller
 Address: 4790 NW 9th Coast City: Plantation State: FL Zip: 33317
 Phone: (954) 587-7255 Fax: (954) 587-0341 Effective Date: July 2003

SERVICE LOCATION: (If different from billing location)

Name: Same
 Address: _____ City: _____ State: _____ Zip: _____
 Phone: () _____ Fax: () _____
 Contact: Sanny Martinez-Manager

SERVICE DESCRIPTION

Number of Valet Pick Up Nights Per Week	Service Nights	Container Size
<u>5</u>	<u>SU MO TU WE TH FR SA</u>	<u>13 gallon</u>

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CLIENT AGREES TO ACCEPT THE SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY INDICATED ON THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

SCHEDULE OF CHARGES

Total # Units	Valet Service Per Unit Per Month	Flat Rate* Per Unit Per Month	Waste Service	Compactor Rental	Subtotal	Sales Tax	Total Monthly Charges
<u>5</u>	<u>9.95</u>						
Other Charges:							
Total Monthly Charges:							

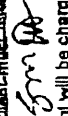
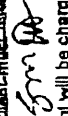

*Includes valet service and compactor rental, installation, pull charges, disposal charges, maintenance, and repairs.

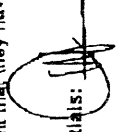

ADDITIONAL INSTRUCTIONS/TERMS:

Contract may be cancelled by giving 30 days written notice due to the sale of said property
 CONTRACTOR MAY IMPOSE AND CLIENT AGREES TO PAY A LATE FEE FOR ALL PAST DUE PAYMENTS NO GREATER THAN THAT ALLOWED BY LAW. THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT.

Client Name: Warehouses of Plantation Contractor: Valet Waste, Inc.
 Signature: Walter Rismiller Representative Signature: [Signature]
 Print Name: Walter Rismiller Print Name: Syd McDonald
 Title: President Advertiser Date: 4/16/03 Title: Sales Manager Date: 4/16/03
Real Estate Management

TERMS AND CONDITIONS

1. **AGREEMENT.** This document is a contract by and between Valet Waste, Inc., a Florida corporation, which shall hereinafter be referred to as "Contractor" and the person, firm, or corporation more particularly identified on the reverse side, which said person, firm, or corporation shall be referred to as "Client".
2. **SERVICES PROVIDED.** Contractor agrees to establish a door-to-door valet trash service, non-hazardous solid waste collection, and transportation to centralized on site disposal area at the said service location. Valet trash service which hereinafter will be referred to as "valet service", is defined as door-to-door bagged trash collection via uniformed Valet Waste persons and vehicles from apartment units to an on-site waste collection compactor(s) or dumpster(s) - no service on New Year's Eve/Day, 4th of July Eve/Day, Thanksgiving Eve/Day, Labor Eve/Day or Christmas Eve/Day. ~~Electrical services included in valet service and occupancies rental - installation, put charges - disposal - charges - maintenance - and repairs.~~ Contractor will have the exclusive right to provide such services to Client. Client warrants that no solid waste from Client or Client's residents of said property contains any waste materials as stated in number 12 below. Should Client or Client's residents' waste contain any waste materials as stated in number 12 below, Contractor can, at Contractor's option, return it to Client and require Client to remove and dispose of the waste materials at Client's expense, and reimburse Contractor for any expenses Contractor incurred.
3. **USE OF EQUIPMENT.** Client will be provided with the same number of valet service collection containers as the total number of resident units in said property. Client will be charged for any additional collection containers needed (container replacement charge: \$12.13 gallon, \$20.20 & 25 gallons). Client will be responsible for any loss or damage resulting from Client's handling of the equipment, except for normal wear and tear. Should valet service be terminated the equipment Contractor furnished to Client will remain Contractor's property and Client is fully responsible to reasonably clean and return all valet service containers provided to Client by Contractor and Client will be charged for any unreturned containers. Client will not be charged by weight or volume, may or alter the equipment, and will take reasonable precautions to prevent others from doing the same. Client will use the equipment only for its intended purpose. On collection night Client will provide unobstructed access to the equipment, defined as container, dumpster, or compactor, even if the equipment is leased or owned by Client. If the equipment is inaccessible or overloaded by weight at volume, Client's service will be subject to an additional charge.
4. **INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save Client harmless from any and all liability which Client may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act, negligent omission, or willful misconduct of Contractor or employees, or its agents, which occurs during the collection or transportation of Client's waste; provided that indemnification obligations will not apply to occurrences involving waste materials as stated in number 13 below. Client agrees to indemnify, defend, and save Contractor harmless from and against any and all liability which Contractor may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation of law to the extent caused by Client's breach of this Agreement or by any negligent act, negligent omission, or willful misconduct of Client and Client's employees, agents, or contractors in the performance of this Agreement. Neither party shall be liable for consequential, incidental, or punitive damages arising out of the performance of or failure to perform this Agreement.
5. **TERM.** This Agreement shall be in force and in effect for an initial term of sixty months from the service effective date. ~~The term of this agreement shall be automatically renewed for like terms unless either party notifies the other in writing within ninety (90) days prior to the expiration date of the agreement by certified mail to the other at the address set forth in the reverse side of this agreement. Contractor may not have the first right of refusal to any additional term.~~ ~~Contractor may assign this Agreement to any responsible party without the consent of Client's consent.~~ 
6. **TERMINATION.** If Contractor defaults in the performance of law to the extent caused by any negligent act, negligent omission, or willful misconduct of Contractor or employees, Client may cancel this agreement by giving 30 (thirty) days written notification by certified mail to Contractor, and Contractor does not cure the problem within at least 10 (ten) days thereafter. Client may cancel this agreement by giving 30 (thirty) days written notification by certified mail to Contractor. If Client defaults in the performance of Client's obligations under this Agreement, including, without limitation, because of nonpayment, Contractor may terminate this Agreement if Client has not cured the default within 10 (ten) days after Client receives notice (from Contractor) describing the default and will owe Contractor for damages upon such termination as set forth in section 12 below.
7. **ASSIGNMENT.** ~~If the above named property is sold or if Client is required to merge with another company or if Client is required to sell the property, Client shall assign this Service Agreement will to the new owner of the property or to the new management company of the said property. Obligations Client incurred under Contractor's written consent to assign this agreement to Contractor may assign this Agreement to any responsible party without the consent of Client's consent.~~ 
8. **FEES.** Client agrees to pay the amount due to Contractor on or before the 20th (twentieth) day of the month. Client will be charged the rate stated in the schedule of charges times the total number of units of Client's property. If Client's property is under construction, Client will be charged fifty percent (50%) more than the rate stated in the Schedule of Charges times the number of occupied units of Client's property until Client has a seventy-five percent (75%) occupancy level. Client will be charged a minimum of \$400 per month for valet service and \$1000 per month for a flat rate. If the valet service is terminated for any reason and Client is being charged a flat rate as described in the Schedule of Charges, Client will then be responsible to pay Contractor compactor rental charge as stated in the Equipment Addendum. The Schedule of Charges may also be adjusted from time to time to reflect increases in the Consumer Price Index. The Contractor may impose and the Client agrees to pay a late fee for all past due payments which said late fee shall be up to five percent (5%) of the monthly payment but in no event in an amount which shall exceed the maximum rate for same allowed by applicable law.
9. **TAXES.** Client shall be responsible for, and shall pay any and all local, county, state, and/or federal taxes which shall be imposed upon all equipment rented from Contractor during the term of this Agreement, and any extension thereof and shall save Contractor harmless from all liability in connection therewith.
11. **LIQUIDATED DAMAGES.** In the event Client terminates valet service or this agreement prior to its expiration, other than as a result of a default by Contractor or Contractor terminates this Agreement or valet service as set forth in section 6, Client shall pay Contractor the per unit per month price as stated in the Schedule of Charges multiplied by the total number of units of Client's property multiplied by six. Client expressly acknowledges that in the event of an unauthorized termination of this agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and as not imposed as a penalty.
12. **ATTORNEY'S FEES.** In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees, and costs of the other party incident to any action brought to enforce this Agreement.
13. **WASTE MATERIALS.** Client agrees that no one will deposit or place for collection in Contractor's equipment or in/around valet service collection containers any oversized items (i.e. beds or couches), or radioactive, volatile, corrosive, highly flammable, explosive, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste").
14. **COOPERATION OF CLIENT.** Client agrees to make the monthly payments associated with this service. Client is responsible for all maintenance/repairs, to empty, and pay for Client property's trash compactor(s) or dumpster(s), except if Client is charged a flat rate by Contractor, as stated in the Schedule of Charges. If Client is not being charged a flat rate by Contractor, and Client's compactor(s) or dumpster(s) is full, Contractor will not provide valet service to Client's property until it (they) is emptied, then resume service on the next scheduled pick up night/day and Client will be responsible for loading trash after it has been emptied. For Flat Rate Pricing - Client allows Contractor to choose a waste and recycling hauler(s) and handle all transactions with the hauler(s) for Client's property. For properties under construction - Client is required to provide Contractor a rent roll report and a move-in list on the 1st of each month until 75% occupancy. Client is responsible for the cleaning and emptying of the collection containers from residential move-outs. Contractor provides valet Christmas tree service one time yearly and Client is responsible for providing a roll-off container and for paying disposal charges. Client is required to provide Contractor with keys and code authorizations (for the said service location), which Contractor will need in order to fulfill Contractor obligations under this Agreement. In order for Contractor to provide Client with recycling services, Client agrees to provide Contractor with a recycling dumpster(s) or cart(s) storage area.
15. **RIGHT OF FIRST REFUSAL.** ~~Client shall have the right of first refusal to match any offer relating to services similar to those provided hereunder which Client receives from any other party upon notification of this Agreement by any reason and Client shall give Contractor prompt written notice of any offer and a reasonable opportunity to respond thereto.~~ 
16. **MISCELLANEOUS.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This Agreement shall be binding on the parties and their successors and assigns. In the event Contractor sells the business which provides service to Client, Client agrees to an assignment of the Agreement and agrees to release Contractor from any future liability in connection with such services. The representations, warranties, and indemnifications herein shall survive the termination of the Agreement.
17. **AUTHORITY.** The individuals executing this Agreement on behalf of Contractor and Client hereby represent that they have full and complete actual authority to bind their respective companies to all of the terms and conditions of the Agreement.

Customer initials:  Valet Waste Initials: 

9545846677

TO: 0111306586239

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SEP-26-2003 13:01 FROM: ROUENIR RE MGMT

Exhibit "14"

Exhibit "15"