

Employee Acknowledgement Form

Vally Park USA Corporation describes important information about the Company and I understand that I should consult with my supervisor regarding any questions not answered in the Employee Handbook.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either the Company or I can end the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

I understand that the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the Employee Handbook may occur from time to time. All such changes will be communicated through official notices.

I specifically understand that the Company has a policy prohibiting harassment and I agree to abide by that policy and will immediately report any violations of which I become aware.

I understand, acknowledge and authorize the Company to facilitate appropriate payroll deductions for taxes, voluntary employee deductions and employment related deductions such as absenteeism, used unearned vacation, or sick days. This also applies to un-retained Company property in the event of separation from employment.

I understand that this Employee Handbook is the property of the Company and I understand that I must return it to my supervisor should I or the Company ends my employment for any reason. Further, I acknowledge that this Employee Handbook is neither a contract of employment nor a legal document.

I understand that it is my personal responsibility to read this Employee Handbook and to understand and comply with these policies, including any future revisions and appendices.

Employee Name : _____ Employee Signature : _____

Date: _____
(DD / MM / YYYY)

Appendix A

Vally Park USA Corp Employment Agreement

Agreement, made between Vally Park USA Corp (“**Employer**”), located at 721 West Joe Pate Blvd in the City of Hidalgo, County of Hidalgo, State of Texas 78557 And _____, with address _____ in the City of _____, County of _____ State of Texas Zip _____ with contact phone(s) _____ herein referred to as (“**Employee**”) on this day of _____, _____ 20_____

WHEREAS Employee states that he/she is a citizen and/or a legal resident of the US. He/she submits as verifications of these facts true and accurate copies of his/her I.D. card (Driver’s License, SSN) that are incorporated herein.

WHEREAS Employer will keep information, such as SSN or Driver’s License number, in a secure manner.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the offer of employment, executed contemporaneously herewith, the parties hereto, intending to be legally bound hereby, agree as follows:

Employment Provisions

1) Definitions.

The following terms shall have the following meanings for all purposes of this Agreement.

- a) “Company” means Employer, including its subsidiaries and affiliates engaged in the business of Employer, and all successors and predecessors in interest to Employer.
- b) “Employee” means person rendering service.
- c) “Job Description” means the job for what the employee has been hired.
- d) “Skills” means the knowledge, talent, experience that the employee has.
- e) “Work Site” means where the job will be rendered.
- f) “Policies/Procedures” means provisions, policies and rules that must be observed, followed and enforced at all times while in the performance of duty.
- g) “Drug Test Policy” means provisions related to the prohibition of alcohol and drug usage at the work site.
- h) “Company’s property” means any money handled by the employee, any type of equipment, including and not limited to uniforms and materials lent to employee for the performance of his/her duty.
- i) “Equipment” means any working material, uniform, vehicle, utility vehicle provided by the company for the performance of the job.

2). Employee agrees to:

- a) Perform those duties assigned by the Company to the best of his/her ability
- b) Comply with Company internal policies as per the Employee Handbook and Drug Free Policy
- c) Maintain a current and complete account of performed work.
- d) Be bonded.
- e) Take upon Company’s request any drug and/or alcohol test at least once a year at an agency chosen by the Company.
- f) Provide Company with an annual updated criminal record report issued by state law enforcement agency.
- g) Report and turn in immediately any Company’s revenue and/or money.
- h) Devote full and undivided time to the transaction of Company business.
- i) Refrain from being engaged in any other business during the tenure of his/her employment with the Company.
- j) Inform Company of any changes in address, phone number or legal status, while engaged in this agreement.
- k) Comply with Company’s policies and internal work rules at all times.
- l) Return and lock all equipment to assigned storage place after being used.
- m) Observe and maintain at all times personal safety as well as safety for co-workers within the work site.
- n) Immediately inform Company supervisor, manager and/or Chief Executive Officer of any situation that may endanger the safety and operations provided by the company.
- o) Allow the Company to take and use any personal photographic material for advertising purposes free of charge or claim.

3) Violations

It shall constitute a violation and sufficient cause for termination as provided by Federal and State law and company policies and procedures:

Failure to:

- a) Comply with Company's internal work policies and Drug Free Policy.
- b) Issue a parking ticket to all vehicles, dollies and any other vehicle/machine that might use parking space.
- c) Issue a parking receipt to every paid vehicle.
- d) Register hauled container(s).
- e) Allow unauthorized personnel into parking lot's booth.
- f) Conduct personal business.
- g) Make arrangements of any type including change of schedule without Manager's approval.
- h) Deposit Company's revenue within the next 24 working hours after received.
- i) Present proof of banking deposits.
- j) To return and store any company equipment that was used within the next 24 hours, unless written authorization is given.
- k) Keep in possession and/or to use for personal benefit company's property and/or equipment.

"Protected Information" means trade secrets, confidential or proprietary information and all other confidential ideas, intellectual properties, technical information, knowledge, know-how, information, documents or materials owned, developed or possessed by the Company, whether in tangible or intangible form, pertaining to the business of the Company, known or intended to be known only to employees of the Company or other persons in a confidential relationship with the Company including, but not limited to, research and development operations, systems, databases, computer programs and software, designs, models, operating procedures, knowledge of the organization, products (including prices, costs, sales or content), processes, techniques, machinery, contracts, financial information or measures, business methods, future business plans, customers (including identities of customers and prospective customers, identities of individual contracts at business entities which are customers or prospective customers, preferences, businesses or habits), business relationships, and other information owned, developed or possessed by the Company; provided. Protected Information shall not include information that shall become generally known to the public or the trade without violation of this Agreement.

c) "Unauthorized" means: (A) in contravention of the published policies or procedures of the Company; (B) otherwise inconsistent with the measures taken by the Company to protect its interests in its Protected Information; (C) in contravention of any lawful instruction or directive, either written or oral, of any employee of the Company empowered to issue such instruction or directive; or (D) in contravention of any duty existing under law or contract.

4) Prohibitions

- 4.1.1 You acknowledge and agree that by violating the following prohibitions legal action may and will be used against you. Obligations imposed by this Agreement have been undertaken as part of the consideration for the salary and benefits provided to you for employment by the Company.
- 4.1.2 Employee may not concede any type of discount, concession, or courtesy to anybody unless it's authorized by manager and has written proven of such action.
- 4.1.3 Employee may not take, borrow, authorize and or/use in personal benefit any Company's money/property.
- 4.1.4 Employee may not conduct in person or by phone any personal business or affair at work site.
- 4.1.5 Employee may not use company equipment for personal use.
- 4.1.6 Employee may not vary schedule without supervisor's written consent.

5) Salary.

In consideration of the foregoing, Company agrees to pay the employee at least the minimum wage established by law in the County of Hidalgo and the State of Texas.

6) Length of Agreement.

This contract shall become effective upon signing of this agreement and remain in effect until it is terminated by either party.

Either party may terminate this agreement by providing the other party with 14 day's written notice of his/her intention.

Should this agreement be terminated by either party, employee agrees that the payment in full to the date of termination shall fully satisfy all claims against the company under this agreement.

7) Consideration.

You acknowledge and agree that the obligations imposed by this Agreement have been undertaken as part of the consideration for the salary and benefits provided to you for employment by the Company.

8) Ownership.

You acknowledge that all developments, including, without limitation, inventions, patentable or otherwise, discoveries, improvements, patents, trade secrets, designs, works, reports, computer software, flow charts and diagrams, procedures, data, documentation, ideas and writings and any and all applications and/or derivatives thereof, and all programs and any and all elements, applications and derivatives thereof, relating to the past, present or future business of the Company, that, alone or jointly with others, you may have discovered, conceived, created, made, developed, reduced to practice, acquired or otherwise disclosed or furnished to the Company, from the date hereof to the present, or may, from the date of this Agreement through the termination of your employment with the

Company, discover, conceive, create, make, develop, reduce to practice, acquire, or otherwise disclose or furnish to the Company (collectively, the "Developments") are works made for hire and shall remain the sole and exclusive property of the Company and may be used and exploited, in whole or in part, by the Company and its licensees in any manner and media whatsoever throughout the world in perpetuity, and you hereby assign to the Company all of your right, title and interest in and to all such Developments.

You agree to promptly and fully disclose all future Developments to the Company and, at any time upon request and at the expense of the Company, execute, acknowledge and deliver to the Company all instruments that the Company shall prepare, give evidence, and take all other actions that are necessary or desirable in the opinion of the Company to enable the Company to file and prosecute applications for and to acquire, maintain and enforce all letter patent, trademark registrations or copyrights covering the Developments in all countries in which the same are deemed necessary or desirable by the Company. All memoranda, notes, lists, drawings, records, files, computer tapes, programs, software, source and programming narratives and other documentation (and all copies thereof) made or compiled by you or made available to you concerning the Developments or otherwise concerning the past, present or planned business of the Company shall be the exclusive property of the Company and shall be delivered to the Company by you promptly upon the termination of your employment with the Company. The term "Developments" shall not include, and the foregoing paragraph shall not apply to, any development conceived by you for which no equipment, supplies, facility or Protected Information of the Company was used and which was developed entirely on your own time, unless: (a) the invention relates (i) to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by you for the company.

9) Confidentiality.

You agree that, during your employment with the Company and thereafter, you will not use or disclose, furnish or make accessible to anyone, directly or indirectly, any Protected Information in any Unauthorized manner or for any Unauthorized purpose. Further, you agree that, in the event that you are required to disclose any Protected Information by court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with law, you will provide the Company with prompt notice of such required disclosure so that the Company may seek an appropriate protective order and/or waive your compliance with the provisions of this Section 4. If, in the absence of a protective order or the receipt of a waiver hereunder, you are advised by your counsel that such disclosure is necessary in order to comply with such court order, decree, rule, regulation or law, you may disclose such information (only to the extent required) without liability hereunder

10) Non-Compete.

Without limiting, abrogating or in any way modifying the rights and obligations of you and the Company under any other agreement to which you are a party, from and after the date hereof and for a period of twelve (12) months immediately following termination of employment, you shall not:

- a) directly or indirectly, whether or not for compensation, be affiliated or render services (including, without limitation, as a partner, principal, agent, employee, investor, guarantor, director, officer, consultant, or lender with any person, business organization, agency or firm located in the United States, Canada or Mexico, which competes with the Company or is a customer of the Company, but only in the latter case if your duties would result in such customer taking the business done by the Company "in house" and
- b) without the prior written approval of the Chief Executive Office of Employer, directly or indirectly, solicit, raid, entice or induce any person who presently is, or at any time during the term hereof shall be, an employee or consultant of the Company to become employed, as an employee, consultant or contractor, by any other person, firm or corporation in any business in competition with The Company.

11) Severability.

If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

12) Specific Performance.

You acknowledge that the services to be rendered by you are of a special, unique and extraordinary character and, in connection with such services; you will have access to confidential information vital to the Company's businesses. By reason of this you consent and agree that if you violate any of the provisions of this Agreement, the Company would sustain irreparable harm and, therefore, in addition to any other remedies, which the Company may have under this Agreement or otherwise, the Company shall be entitled to an injunction from any court of competent jurisdiction restraining you from committing or continuing any such violation of this Agreement, including, without limitation, restraining you from disclosing, using for any purpose, selling, transferring or otherwise disposing of, in whole or in part, any trade secrets, confidential information, proprietary information, client or customer lists or other information pertaining to the financial condition, business, manner of operation, affairs, plans or prospects of the Company. You acknowledge that damages at law would not be an adequate remedy for violation of this Agreement, and you therefore agree that the provisions may be specifically enforced against you in any court of competent jurisdiction. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

13) Drug-Free Workplace Policy

It is the purpose of "VALLY PARK" to help provide a safe and drug-free work environment for our clients and employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of "VALLY PARK"

VALLY PARK explicitly prohibits:

The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on VALLY PARK or customer premises or while performing an assignment.

Being impaired or under the influence of legal or illegal drugs or alcohol away from VALLY PARK or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the VALLY PARK's reputation.

Possession, use solicitation for, or sale of 9393 legal or illegal drugs or alcohol away from VALLY PARK or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk VALLY PARK's reputation.

The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of VALLY PARK or its customers, or while on VALLY PARK business. "Prohibited substances" include illegal drugs, alcohol, prescription drugs not taken in accordance with a prescription given to the employee.

VALLY PARK will conduct drug testing under any of the following circumstances:

RANDOM TESTING: Employees may be selected at random for drug testing at any interval determined by VALLY PARK USA.

FOR CAUSE TESTING. the company may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under the circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective

I certify that my answers are true and complete to the best of my knowledge. I authorize you to make such investigation and inquiries of my personal, employment, educational, financial, and other related matters as may be necessary for an employment decision. I hereby release employers, schools or individuals from all liability when responding to inquiries in connection with my application.

In the event I am employed, I understand that false or misleading information given in my application or interview(s) may result in discharge.

"In accordance with the Immigration Reform and Control Act of 1986. If I am employed by this company, I will be an employee at-will. As an employee at-will: (1) either Vally Park and/or Vally Park USA Corp and/or Valet Parking by Vally Park " and/or any executive officer or I may terminate the employment relationship at any time, with or without cause; and (2) there is no agreement, expressed or implied, between Vally Park and/or Vally Park USA Corp and/or Valet Parking by Vally Park and/or any executive "officer and me for any specific period of employment or for continuing or long-term employment. I understand and agree that if hired my at-will employment with Vally Park and/or Vally Park USA Corp and/or Valet Parking by Vally Park " and/or any executive may only be modified by a separate written document signed by me and an executive officer of Vally Park and/or Vally Park USA Corp and/or Valet Parking by Vally Park and/or any executive as well as taking at my own cost a drug test as a condition of employment.

14) Not an Employment Agreement.

This Agreement is not and should not be construed as a contract of employment and nothing in this Agreement shall be deemed to prevent Company from terminating your employment at will.

15) Paragraph Headings.

The paragraph headings contained in this Agreement are for reference purposes only and shall Not affect in any way the meaning of interpretation of this Agreement.

16) Signing of agreement

By signing this agreement, you state that you know, understand and agree to all of its content.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date hereof by those duly authorized to execute this agreement.

Company

Date: _____

Employee

(Print Name): _____

Name : Vally Park USA Corp

 Paul Petit

Title : President / CEO

Signature _____

CEO MESSAGE

Welcome to Vally Park USA Corporation!



McALLEN • MISSION • EDINBURG • HIDALGO • LAREDO
MEXICO • CUERNAVACA • ACAPULCO • EDO DE MX

This is a great company and I wish you every success with us. I believe that each employee contributes directly to our growth and success, and I hope you will take pride in being a member of our team.

This Employee Handbook is intended to describe minimum standards and expectations during your employment with us and to outline the policies available to eligible members of our team. Vally Park USA is committed to complying with all Federal and State regulations and expects employees to comply as well.

Please take time to familiarize yourself with the contents of the Employee Handbook. Should you have any questions, please contact your supervisor immediately.

Sincerely,

Paul Petit
President/CEO

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Article 1

For the purposes hereof, the following conventional definitions shall rule:

Company:	VALLY PARK USA CORPORATION / VALLY PARK / VALET PARKING BY VALLY PARK
Employees:	All the personnel that render services to the Company
Customer:	A third party that hires or uses the Company's services
Supervisor:	Person in charge of overseeing the Company's daily operations and personnel.
User:	A third party receiving the Company's services
Equipment:	Company's materials such as daily revenue reports, statistics reports, deposit slips, bank receipts and any other bank document, fee computer auditing receipts and/or tickets, any and all Official and/or Unofficial document. Additional equipment includes tickets, signs, files, uniforms and other supplies as needed.
Law:	Applicable Federal and State Labor Laws
Policies:	Internal Work Policies

Article 2 Employees who work for the Company bind themselves to know and observe the provisions of these policies at all times.

Article 3 Employees bind themselves to observe the orders, instructions, policies and procedures of the Company.

Article 4 Employees bind themselves to execute their respective duties with the intensity, quality and dedication required by their positions.

Article 5 The Company shall appoint Managers, assistant managers, bosses, coordinators and supervisors, etc. at its sole discretion; and employees are bound to follow and respect work instructions received from them. Employees who perform their duties outside the facilities of the Company, and under direct orders from third parties (Customer) bind themselves to follow and observe work instructions received from the Customer and from the Company (BUT NOT FROM "The Users").

Article 6 Employees of the Company bind themselves to behave with mutual respect and to respect their supervisors, the Customers and the Users. Furthermore, supervisors bind themselves to provide proper treatment to their subordinates.

Article 7 Employees recognize that the assets, cash, negotiable or non negotiable documents, vehicles, devices and equipment, including but not limited to, podiums, signs, key holders, stationary, tickets, radio communication equipment and uniforms are the Company's property and patrimony. Therefore, employees bind themselves to keep and maintain the company's property and patrimony in proper condition and to use them only for the performance of the duties entrusted by the Company.

Article 8 Employees recognize that the following are company's intellectual property and assets: Administrative manuals, policies and procedures, and any kind of information related to parking and/or valet parking services rendered by the Company, and any other information related to the Company's "Customers", as well as its administrative affairs.

Therefore, employees recognize that this information is confidential and they shall not remove any property, either actual or intellectual from company premises without pre-approval. Approval to remove property, either actual or intellectual, will reflect a maximum of (24) twenty-four Hours. If an employee does not comply with this disposition, the Company shall discipline, and or, pursue legal sanctions against the employee(s) at its sole discretion. The Company may terminate the work contract without prejudice for itself, or file criminal or business complaints, as required.

Article 9 Employees shall refrain from making any kind of statements to the media concerning the Company's business or to any kind of government authority, corporations or individuals, without previous written consent of the Company.

Article 10 Any disposition not included in the articles of these policies shall be governed by the Law.

101 Nature of Employment (AT WILL)

Employment with this Company is voluntarily entered into, and the employee is free to resign at will at any time with or without cause. Conversely, the Company may end the employment at will relationship at any time, with or without cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Company and any of its employees.

102 Employment Applications

The Company relies upon the accuracy of the information contained in the employment application/profile as well as the accuracy of the other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of the information or data may result in the Company's exclusion of the individual from further consideration of employment, or if the person has been hired, termination of employment.

Background Checks for Employees and Employee Candidates: As part of the employment process, the Company will request a Background Check. Upon receipt of the signed Authorization form, the Company has the responsibility and authority to conduct on-going monitoring of employee background checks.

103 Company Personnel Files and Records

The Company maintains a personnel file on each employee. These records are the property of the Company. Personnel files include such information such as the employee's job application, resume, performance evaluations and other required information, as prescribe by law. Access to personnel files is restricted. Employees who wish to view their own personnel file should ask their supervisor. No original document may be removed from this file nor may copies be made. Modifying their own or others' personal records and files is prohibited.

104 Personnel Data Change

It is the responsibility of each employee to promptly notify the Company of any changes in their employee information profile. Annually, the Company will request from each employee verification of accuracy and completeness of the form. Each employee should ensure that the information is accurate. If any personnel data has changed, the employee must notify the supervisor.

105 Employee Driver's License Requirement

Employees who drive vehicles owned either by the company or by customers and/or users are required to have a current driver's license and proof of insurance with them during working hours. Employees who do not comply with the requirement for a current driver's license and insurance shall not be able to work their daily work hours, and will be documented as an unexcused absence (as per Section 301) and subject to disciplinary procedures.

106 Personal Image

An important part of the impression the Company makes on prospective and present customers is the personal appearance of our employees. The Company's public image is a product of the staff, individually and collectively. When representing the Company, you are expected at all times to present a clean, neat, and professional appearance.

107 Employee Uniform and Dress Code

All employees contribute personally to the professionalism of the Company by their dress and grooming. The Company expects neat and clean grooming standards and expects all employees to maintain proper hygiene.

Employees will be assigned a uniform to wear while completing their assignments and responsibilities. Employees are required to properly wear the work uniform in a manner that is acceptable to the Company.

201 Introductory Period (90 Days)

A 90 day Introductory Period provides the new employee the opportunity to demonstrate the ability to achieve a satisfactory level of performance and to determine whether the new position meets his/her expectations. The Company uses this period to thoroughly orient each new employee and to evaluate capabilities, work habits, and overall performance. Either the employee or the Company may end the employment relationship at will at any time during or after the Introductory Period, with or without cause, or advance notice.

Any significant absence will automatically extend an Introductory Period by the length of the absence. Upon successful completion of the initial Introductory Period, employees enter the "Regular" employment classification.

In accordance with the Texas state law, the Company reports all new hires to the State Directory of New Hires within 20 calendar days of employment. It is also the Company's policy to verify with the Social Security Administration the social security number of all new hires. If any discrepancies are found, it is the employee's responsibility to correct them with the Social Security Administration and provide documentation of the resolution to the supervisor within 60 days of notice to the Company. A lack of a resolution could result in employee's termination of employment.

202 Training

Employees will receive training in their respective positions to perform their duties successfully. Should an employee not understand any aspect of their responsibilities, he/she is required to ask for clarification from their supervisor. Employees are required to attend all training courses provided by the Company, according to the employee's training plans and programs.

Training will include all rules applicable to the Industry as established by the Department of Public Safety and those instructions set forth by the Company for the rendering of service. The employee is restricted from communicating any aspect of training protocols or Company procedures to individuals external to the Company.

203 Work Schedule

The Company shall determine for each and every one of its workers, the daily work hours more convenient for the full performance of the administrative, control and operational tasks, without prejudice to the provisions set forth by Law.

Employees bind themselves to work the hours set forth by the Company.

Clocking In and Out: Employees are required to personally clock in and out. At the end of the working day, the employee shall clock out. Employees are restricted from clocking in/out for other employees. Violation of this practice will lead to disciplinary action up to and including termination as set forth in Section 602.

The work day starts once the employee is fully uniformed and prepared. The Company shall provide a maximum margin of ten minutes in the entering hour. After ten minutes from the entering hour, the Company may take disciplinary measures. Employees are not permitted to stay at the work place without supervision.

204 Work Requirements

All supplies and equipment must be cleaned and placed at the designated working areas. Each employee is required to complete their work hours and stay at their posts until they have been replaced, if replacements are necessary.

Employees shall collect and safeguard their working equipment and complete their responsibilities. Employees are required to perform their tasks under the direction of the Company, its agents or assignees. Employees must execute work with proper intensity, care and dedication and in the agreed form, time and place. Employees cannot abandon their tasks, equipment, or the workplace unless they have the authorization from their supervisor. Conducting any personal and/or non-authorized activity in employee's and/or third party's benefit is prohibited.

Employees are restricted from the following actions:

- Selling, buying, delivering and/or trading any kind of merchandise, products or goods at all times at the work site.
- Sleeping and/or Smoking during working hours at the work site.
- Distracting fellow co-workers with activities and games that may get in the way or delay the continuity of work.
- Grouping within the Company or place of work to deal with personal matters, unless they have the corresponding authorization.
- Suspending tasks or interfering with work performance.

205 Use of Company Equipment

Equipment is essential in accomplishing job duties and is expensive. When using Company property, employees are expected to exercise care, perform maintenance and follow all operating instructions, safety standards, and guidelines. The improper, careless, negligent, destructive or unsafe behavior may result in disciplinary action. Using company property including equipment, stationary, tickets and any other item for any purposes different to the assigned use is prohibited.

Prompt reporting of damaged equipment could prevent deterioration of equipment and possible injury to employees or others. Please notify your supervisor if any equipment appears to be missing, damaged, or defective or in need of repair.

206 Use of Customer or User Property

Taking or borrowing customer's or user's belongings (money, checks, documents, files, values and/or any other object) without written permission from the Company is strictly prohibited. Any violation to this policy will lead to immediate termination.

207 Property in Transit or Under Custody

Employees are required to adhere to the following policies **regardless if they are driving or not** the Company's and/or third party vehicles:

- Know, observe, respect and comply with company's safety policies, procedures as well as traffic laws.
- Carry current valid Driver's license, identification badge and ***be in full uniform***.
- Drive all vehicles with safest and most care as instructed by the Company or owner.
- Receive, drive, park and return vehicles to and from the parking area(s).
- Guard and monitor all vehicles and their contents while under custody.
- Abstain from taking and /or borrowing customer's belongings left inside of vehicle.
- Immediately report to supervisor(s) company representative and customer(s) any damage caused to his/her vehicle, regardless of fault.

208 Company Property

Currently employed and terminated employees are prohibited from removing any information or materials, supplies, equipment from Company property, including customer data or Company data. Employees who do not return property, either real or intellectual, within twenty-four (24) hours may be charged with criminal and/or civil procedures.

209 Workplace Safety

To assist in providing a safe and healthful work environment for employees and customers, each employee is expected to exercise caution in all work activities. Employees must immediately report any unsafe condition or their supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, who fail to report, or to remedy such situations, may be subject to disciplinary action. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor. Such reports are necessary to comply with laws and initiate insurance and adhere to the worker's compensation benefits procedures.

The safety of all employees is of utmost importance to the Company. No employee is required to perform any act that will endanger their lives, or the lives of others, during the occurrence of a criminal act against the Company or any other situation or circumstances.

Visitors in the Workplace: To maintain standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare and avoid potential disturbances, family, friends, and employees are discouraged from visiting the employee during normal working hours. Employees are prohibited from giving relatives, friends, off duty or dismissed co-workers access to Company's property, facilities, working places and/or where company is rendering its services, without previous authorization granted by the Company.

Employees are prohibited from granting third parties concessions or benefits including: free services, access, discounts, and/or any special treatment different from other customers and users unless previous written authorization has been given by the Company.

301 Attendance, Punctuality, and Absenteeism

The Company demands excellence employee attendance by encouraging open communication. All employees are required to report absences to the supervisor. Pre-approval is required for any time off, other than Sick Days, by the supervisor. During working hours, employees are not permitted to leave their work place without written authorization from their immediate supervisor.

Employees may be absent from work, without pay, if the employee has requested a leave of absence in writing at least three days in advance. Otherwise, absences shall be considered unexcused and shall be subject to the provisions of Company policy. The maximum period of a leave of absence without pay is three days.

Absences due to illness may only be excused with the corresponding medical evidence. Employees shall provide a medical excuse the following day of its date of issuance, at the latest. Employees who do not provide a medical excuse may be subject to discipline.

The following situations will result in unexcused absences and may result in progressive disciplinary action, including termination.

- Chronic/Excessive absences
- Chronic/Excessive tardies
- Non-valid reasons for absences
- Not calling supervisor with adequate notice regarding tardy or absence
- Not having a current driver's license and proof of insurance during work hours

Job Abandonment

Absence from work for three consecutive days without notifying your immediate supervisor will be considered job abandonment and lead to a voluntary and immediate resignation.

If you know in advance that you will be absent, it is your personal responsibility to request this time off directly from your supervisor and provide as much notice as possible and reasonable.

Should an employee leave his/her assigned position, he/she is responsible for replacing any valuables that may be lost or stolen due to the employee abandoning his/her duty station. The Company reserves the right to file criminal and/or civil charges.

302 Timekeeping

Accurately recording time worked is the personal responsibility of every employee. Federal and state laws require the Company to keep an accurate record of the time worked in order to calculate employee pay and benefits. Time worked is considered as the productive time actually spent on the job performing assigned duties. Time spent traveling from home to any work location before work or after completing work is non-compensable. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

303 Overtime Benefits

When work schedules demand it, employees will be given an opportunity to work overtime. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked.

401 Pay Practices

All employees are paid weekly. Each "pay stub" will include earnings for all work performed through the end of the previous payroll period. The Company will comply with the Texas Payday Act and all federal and state pay practices.

402 Fair Labor Standard Act (FLSA)

It is the policy of the Company to compensate all of its employees in strict accordance with the requirements of the Fair Labor Standards Act (FLSA). In particular, the Company maintains a strict policy against subjecting the compensation of any salaried employee to any improper pay deduction under FLSA

403 Employment Classifications

The employment classifications assist in the determination of employment status and benefits eligibility. Any questions related to employment classification should be directed to the supervisor.

Full-time: Employees who are not assigned a Temporary or Introductory status and are regularly scheduled to work the Company's full time (40 hours) a week schedule. Regular full-time employees are paid on an hourly basis.

Part-time: Employees who are not in a Temporary or Introductory status and are regularly scheduled to work less than full-time work schedule, but consistently less than 35 hours per week. Regular part-time are paid on an hourly basis.

Hourly-Introductory Periods: Employees who are subject to a performance evaluation, due to the recent hire of the employee. Classification would change upon successful completion of the Introductory Period evaluation.

Hourly-Temporary Employment: Employees who were hired as an interim replacement or to temporarily increase the workforce or to help with a specific assignment. Employees are in the Temporary category for a limited time. Even if the work assigned by the Company extends beyond the original time period that was agreed to when first hired, the employee would remain a Temporary Employee until officially notified.

404 Equal Employment Opportunity

The Company ensures that all persons are entitled to equal opportunity and maintains a firm policy that applicants for employment and Company employees receive fair and equal treatment regardless of race, ethnicity, color, religion, national origin, sex, sexual orientation, age, veteran status, and/or physical or mental disabilities as defined in the American with Disabilities Act of 1990.

405 Immigration Law

Within the United States, the Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed it within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Supervisor. Employees may raise questions or complaints about Immigration law compliance without fear of reprisal.

406 Family Medical Leave Act (FMLA) Benefits

Definition of "Family Medical Leave Act: A family and medical leave of absence pursuant to the Family Medical Leave Act of 1993 shall be an approved period of time off for one of the following reasons:

- The birth or placement for adoption or foster care of a child (leave must occur within twelve months of birth or placement)
- The serious health condition of a spouse, child or parent
- The employee's own serious health conditions

Definition of terms: In accordance with the Family and Medical Leave Act of 1993, the Company shall consider the definitions of "child," "serious health condition," and "eligible employee" to be as follows:

Definition of "Child": the biological, adopted, or foster child, a stepchild or legal ward. Includes children over the age of eighteen (18) who are incapable of self-care because of mental or physical disability, and a child for which the employee has day-to-day responsibility for care, even if there is no biological or legal relationship to that child.

Definition of "Serious Health Condition": An illness, injury impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.

Definition of "Eligible Employee": All employees shall be eligible for a family and medical leave of absence after they have been employed for at least one year and have worked at least 1,250 within the 12 month period just prior to the date a leave is to commence. Employees meeting this requirement shall be considered "eligible employees."

Work Duties While on Leave

While on FMLA the employee is completely relieved of his/her duties. The employee must not contact work or employees while on FMLA. Employees are prohibited from using Company property while on FMLA.

Advanced Notice and Request for Family and Medical Leave of Absence

Official Request for Leave-Where possible, a request for a family and medical leave of absence shall be submitted by the employee on the "Request for Leave form."

Where the leave is for birth or placement of a child, the employee shall provide thirty (30) calendar days notice prior to the beginning of the leave. If unable to provide thirty (30) days notice, as practicable, shall be given.

Where the leave is for a serious medical condition and the leave is foreseeable based on planned medical treatment, the employee shall:

- Make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Company, and

- Provide thirty (30) calendar days notice prior to the beginning of the leave. If unable to provide thirty days notice such notice, as practicable, shall be given.

Written Certification by Health Care Provider: For all leaves requested for the serious health condition of the employee or that of a qualified family member, the employee shall provide the Supervisor a copy of the health care provider's statement that indicates:

- The date on which the serious health condition in question began
- The probable duration of the condition
- Appropriate medical facts regarding the condition
- A statement that the employee is needed to care for a spouse, parent, or child, or that the employee is unable to perform their job functions due to their own serious health condition
- An estimate of the time required for the leave
- In the case of an intermittent leave, the dates and durations of treatments to be given.

Note: Subsequent re-certification on a reasonable basis will be required

Approval: The request for family health care leave of absence shall be subject to the approval of the Supervisor.

Duration of Leave and Calculation

Eligible employees shall be entitled up to twelve (12) unpaid workweeks of leave during any twelve (12) month period, which is measured by reviewing the 12 months prior to the leave request for a family and medical leave of absence.

An eligible employee while on FMLA shall be required to concurrently take paid time off under any of the Company's other benefit programs. Leave may be taken intermittently on a reduced basis for the birth or adoption of a child if the Company agrees to the arrangement. Leave for a serious health condition, either of an eligible family member or the employee, may be taken intermittently or on a reduced schedule, if medically necessary.

Salary Continuation

Salary continuation benefits shall not be paid during a family and medical leave of absence.

Reinstatement: The employee shall be guaranteed reinstatement in their same position or a similar position.

407 Military Leave Benefits

Military Duty Leave of Absence

Definition of Military Duty Leave of Absence: A military duty leave of absence is an approved period of time off to serve in any branch of the Armed Forces of the United States for a regular or special tour of duty, or to fulfill an annual military obligation.

Eligibility: Employees shall be eligible for a military duty leave of absence regardless of their length of service.

Request for Military Duty Leave of Absence and Approval: The employee shall submit a request for a military duty leave of absence. (Appendix D Request for Leave of Absence Form 1)

- Along with the request for a military duty leave of absence, the employee shall submit written verification from the appropriate military authority of the required dates and period of duty.
- The request for a military duty leave of absence shall be submitted to the supervisor.

Duration: A military duty leave of absence shall be granted for the length of the employee's regular duty.

Salary Continuation of Benefits: Salary continuation of benefits shall not be paid during an approved military duty leave of absence.

Reinstatement: Upon retiring from a military duty leave of absence to serve a regular or special tour of duty, the employee shall be reinstated to their same position, or one of comparable seniority, status, and pay level; however, the employee must notify the supervisor at least ninety (90) days before separation from service or as soon as the employee is aware of the separation date to be eligible for such reinstatement.

Holding of Position: the employee's position shall be held open while on a military duty leave of absence to fulfill an annual military obligation.

408 Sexual and Other Unlawful Harassment

Definition and Prohibition

Employees shall treat each other with dignity and respect. The Company shall consider sexual harassment to mean any unwelcome physical or verbal conduct of a sexual nature, which a reasonable person would find offensive. Harassing another employee by making sexual advances, requesting sexual favors, or engaging in other verbal or physical conduct of a sexually offensive nature is strictly prohibited. This is inclusive of profane language that is offensive, demeaning, or degrading. Anyone violating this policy shall be subject to disciplinary action up to and including termination.

Behaviors which Constitute Harassment: This Company shall consider any behavior which creates an intimidating hostile or offensive working environment to be a form of harassment.

- Verbal Harassment: Epithets, derogatory comments, slurs, or profanity
- Physical Harassment: Assault, impeding or blocking movement or physically interfering with an individual's work.
- Visual forms of Harassment: Derogatory posters, cartoons drawings or suggestive written materials or pictures

- Sexual Favors: Sexual advances which condition an employment benefit upon an exchange of sexual favors.
- Employment Decisions: Including employment, promotion, evaluation, discipline or termination, which are based upon whether or not an applicant or employee has submitted to or rejected any form of harassment.
- Any other type of behavior of a sexual connotation.

Violations-Reporting and Investigating

Reporting a Violation: Applicants or employee who believe they have been harassed sexually, racially, ethnically, or religiously, in violation of the provisions of this policy, shall immediately report the matter to the Company's owner.

Confidentiality: All complaints and investigations will be treated with absolute confidence. All investigation materials shall be maintained in files other than the personnel files with access limited to only to the Company owner, or a supervisor.

Investigation, Appropriate Action, and Internal Reporting: The Company owner, or his designee, will conduct or oversee the investigation, conduct a full, impartial and prompt investigation of any reported violations, determine the appropriate action to be taken in each case of where a reported violation is confirmed through a thorough investigation of all of the circumstances involved, and prepare periodic, confidential internal reports on the status of each reported violation.

409 Disability Accommodations

The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted in a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Reasonable accommodation is available to all employees with disabilities where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments. The Company is also committed to not discriminating against any qualified employee or applicant because they are related to or associated with a person with a disability. The company will follow all federal and state laws in accordance with the ADA and all other applicable federal and state law.

410 The Uniformed Services Employment and Reemployment Rights Act (USERRA)

The Company complies with the Uniformed Services Employment and Reemployment Rights Act and agrees to protect the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service in the National Disaster Medical System. The Company is also committed to refrain from discriminating against past and present members of the uniformed services and applicants to the uniformed services.

501 Workplace Violence Prevention

The Company is committed to preventing workplace violence and to maintain a safe environment. All employees, including supervisors, shall be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay or other conduct that may be dangerous to self or others.

Prohibition of Possession of Firearms

Employees are prohibited from carrying or in possession of any kind of firearm or weapon at the work place. If the possession of a firearm is required by a specific security task, the Company will notify the employee and maintain strict adherence to applicable federal and state laws and regulations.

Conduct that threatens, intimidates, or coerces another employee, a customer or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

The company will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

The list of behaviors, while not exhaustive, provides examples of conduct that is strictly prohibited.

- Causing physical injury to another person
- Use of profanity and/or Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging employer or customer property

502 Drug and Alcohol Use

It is the Company's purpose to help provide a safe and drug-free work environment for our clients and employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of the Company.

The Company explicitly prohibits: The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription at work or on customer premises or while performing an assignment. Drinking, introducing, buying, or accepting or in possession by any means of any alcoholic beverage or drugs at the work place is strictly prohibited at all times.

Being impaired or under the influence of legal or illegal drugs or alcohol either away from the Company or customer premises is prohibited, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts the Company's reputation at risk, the employee will be terminated.

Possession, use solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premise is not allowed, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts Company's reputation at risk.

The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Company or its customers, or while on Company business is prohibited. "Prohibited substances" include illegal drugs, alcohol, prescription drugs not taken in accordance with a prescription given to the employee.

Vally Park USA will conduct drug testing under any of the following circumstances:

Random Testing: Employees may be selected at random for drug testing at any interval determined by the Company

For Cause Testing: The company may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

Post Accident Testing: Any employee involved in an on-the-job accident or injury under the circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

503 Worker's Compensation

Workers' compensation insurance is voluntary for most employers in Texas. Vally Park USA does not insurance specifically designed to cover losses from on-the-job injuries. Therefore, the Company reflects a notice of no coverage in each Employee Handbook so all employees may have access to the information.

- An employee who is excused from work due to a work-related injury is required to check in personally with their immediate supervisor by phone on a weekly basis. Failure to comply with this policy will result in a written reprimand on the first offense and, without any further reprimands, immediate discharge on the second offense.

Employee Injuries

- If an employee is injured on the job, the following should occur:
 - The injured worker should be taken to the nearest emergency room for urgent care if the injury necessitates.
 - The Supervisor, or designee, will call the insurance company (if appropriate) to report the claim and to ask the carrier to assign a case manager to the injured worker. Instead of calling the injured worker directly, the Supervisor should contact the case manager to check on the employee.
 - The Supervisor, or designee, should also file a TWCC-1 form with the TWCC. (If applicable)
- The treating physician may place the injured worker on temporary work restrictions. Based on these restrictions, the office manager or designee should attempt to create a modified job for the injured worker. The other alternative is work restriction. Again, the office manager will need to discuss work restrictions with the treating physician. Based on this discussion, the administrator/office manager will review the injured worker's current job description. If the work restrictions and the job description are compatible, the injured worker may come back to work after he or she is released by the treating physician. If they are not, the injured worker may be terminated.

601 Counseling and Disciplinary Action

The Company has established a progressive counseling and disciplinary action procedure in a concerted effort to correct unsatisfactory job performance or conduct.

The Three-Step Progressive Disciplinary levels include:

- Verbal Counseling
- Written Counseling
- Probation/Suspension without Pay
- Separation/Termination

The number of occurrences and severity of the incident or conduct will determine the degree of counseling of the decision for separation/termination. However, the Company reserves the right to dismiss employees at anytime without prior notice, and employees may voluntarily terminate their employment at any time for any reason.

The implementation of this policy should not be construed as preventing, limiting or delaying the Company from taking disciplinary action, including immediate discharge in circumstances where the Company deems such action appropriate, in its sole discretion.

Rules of Conduct

Employees are expected to meet generally accepted Rules of Conduct. Unacceptable conduct, inappropriate behavior or inadequate performance, determined in the sole discretion of the Company, will result in disciplinary action up to and including immediate dismissal.

Responsibilities of the Supervisor

Responsibilities of the supervisor shall include the following:

- Communicate and Administer the Company's policies and procedures.
 - Adhere and enforce the Employee Handbook guidelines.
 - Assess work performance and recommend that an employee be involuntarily discharged when appropriate.
 - Make certain that safety is always addressed and enforced.
 - Report any incidents with customers.
 - Report any unnormal situation related to Company's operations and services.
 - Report abandon vehicle(s) after 30 days at any of the paid parking in Lots and/or any vehicle left after closing hours in its an especial event and/or permanent valet service.
 - Communicate to owner, in a timely manner, any actions taken which could affect the continued employment of the employee.
- * These actions include but are not limited to:
- Violation of company policies, procedures, or rules of conduct.
 - All disciplinary actions taken.
 - An employee's voluntary resignation.
 -

Disciplinary Process

Dependent on the severity of the infraction, the owner may decide to bypass the progressive counseling protocol and terminate the employee.

Formal Warning for the Following Behaviors:

1. Not checking in-out
2. Failure to check in and out before and after working shift.
3. Losing or resisting wearing company uniform and/or identification badge.
4. Not presenting valid driver's license.
5. Improper usage of equipment.
6. Refusing to use equipment both partially and totally.
7. Arriving more than ten minutes late to work (Twice in 15 days)
8. Not observing, respecting and following company policies, procedures and/or safty rules.
9. Refusing to wear complete and clean working uniform during working hours,
10. Recurring unexcused absences.
11. Disrespecting fellow co-workers, supervisors, customers and/or users.
12. Leaving work place without justified cause and/or supervisor's written permission
13. Suspending or interfering with company activities and/or work without justified cause or Company's written authorization.
14. Conducting any unofficial business at work place on and/or off working hours.
15. Selling, trading, buying any kind of good or product at the work place.
16. Smoking at work place during working hours.
17. Distracting co-workers by conducting any activity or business not related to job.
18. Allowing unauthorized personnel, and/or former employees on Company property and/or work sites without Company's written authorization.

Immediate Termination for the Following Behaviors:

1. Reporting to the work site under the influence of any drug or alcohol.
2. Carrying or in possession of any kind of firearm or weapon at the work place, unless it's required by a specific security task and with previous written authorization from both the Company and a Law Enforcement Agency.
3. Drinking, introducing, buying, or accepting or in possession by any means of any alcoholic beverage, drugs at the work place at any time.
4. Submitting false documentation to prove capabilities, permits, leave of absence, abilities or faculties.
5. Engaging in the lack of safety behavior while performing work.

6. **Showing in any way or form** lack of respect, honesty, integrity, acts of violence, insults against fellow co-workers, company's personnel, supervisor, customers and/or users during, **before and after working hours**.
7. **Negligence of any kind including the performance of duty.**
8. Deliberately disregarding and/or violating any local, state or federal law.
9. Introducing or possessing any material that may damage any company equipment and its facilities at the work site.
10. Committing irresponsible or neglectful acts that may endanger co-workers, customers, users and workplace.
11. Committing any immoral conduct or act that may affect Company's image.
12. Accumulating three unexcused absences within a period of thirty days.
13. Failing to immediately notify supervisor(s), representative, user, or customer of any damage or theft to vehicle(s) under Company's custody, regardless if employee is liable or not.
14. Altering or forging any company information, files, or records that belong to the Company or a third party.
15. Authorizing any discount, concession in his/her benefit to a customer or user without written authorization by the Company.
16. Collecting, forging, and/or modifying for their own benefit or third party's benefit any unauthorized or service rendered by the Company, including documents, invoices and cash.
17. Theft from the Company, work site, or vehicles in transit or under the custody of the Company, money, valuables, personal effects or any other object.
18. Failing to use vehicles only and exclusively to comply with the employee tasks, or using customer/user cars for personal purposes, or to transport people, other than Company-related, or loitering inside the cars, except during transit to and from the parking area.
19. Using for their own benefit or others' benefit, the contents inside the car or its internal or external accessories during transit, custody and monitoring of vehicles.
20. Taking any amount of money from parking lot's cashier or especial event for personal loans including payment of payroll unless written authorization is granted by company's CEO.
21. **Placing any kind container with any kind of liquid on top of parking lot's booth counter where fee computer, printer and/or any electrical equipment is located.**

602 Employment Separation

Non-Discrimination

All decisions and actions undertaken by the Company, as it concerns an employee's separation from service, shall be undertaken without discrimination to race, color, religion, sex, national origin, age or disability.

"Employment At Will" Provision

The Company supports the "Employment at Will" doctrine. Under this doctrine, employment with the Company can be terminated at any time, with or without prior notice. The "Employment at Will" provision shall prevail regardless of current policies and procedures, or the status, position, or length of service of any individual employee.

The Company Employee Handbook should not be construed as preventing, limiting, or delaying the Company from taking disciplinary action, including immediate discharge, in circumstances where the Company deems such action appropriate in its sole discretion.

Appendix B Job Descriptions

The following shall be observed and performed by all employees with the highest standards of quality, professionalism, customer service and safety established by the company.

Manager / Supervisor duties shall include:

Parking Lot / Payphones / Vending Machines and any other.

- a) Employee safety
- b) Work place safety
- c) Daily operations and problem solving to authorized capacity.

Daily supervision of employees to ensure the following:

- Arrive timely to work
- Wear company's uniform
- Provide excellent customer service
- Maintain clean work place at all times
- Perform work with the highest quality
- Do not allow unauthorized personnel into booth
- Adhere to daily schedule

Revenue report:

- Verify accuracy of daily revenue report.
- Revise and provide comprehensive solution to any given issue reported on the daily revenue report.
- Make certain that the correct amount is reported and deposited in Company's bank account.
- Report information to company's office and/or CEO's cell phone.

Banking:

- Parking lot's revenue shall be deposited on the first available working day in the designated checking account.
- **Deposit slip** must contain :
 - a) Bank's requirements such as: date, name, account number, amount and signature.
 - b) The address section shall include :
 - (P) Parking Lot Site
 - Date of the revenue report
 - Number of tickets issued
 - Revenue for 1st, 2nd, and 3rd, Shift
 - Total of revenue
 - Deduction of UETA credits and expenses
 - Total to be deposited.

Working supplies

Make certain inventory is always available including the minimum supplies:

- 10 Rolls of printer's paper.
- 10 Printer's ribbons.
- 1 box of pens.
- 2 Counterfeit markers.
- Daily Revenue Report forms for at least 15 days
- 1 flashlight (working properly).
- Cleaning supplies for windows, floor and desk.

Rent delivery

- Render weekly revenue report to CEO.
- CEO will request check to accounting.
- Collect check.
- Take check to company office and/or CEO to be signed.
- After check has been signed take it to landlord's office.

Check shall be delivered on the first working day of the week starting Monday, at landlord's office before 12:00 noon, unless advised otherwise by the Company.

Bank Procedures for Pay Phones & Vending Machines

- Payphones and vending machines' revenue shall be deposited weekly unless advised otherwise by company CEO after it has been collected and/or on the first available working day.
- Revenue shall be deposited in designated checking account.

Deposit slip most contain:

1. Period to be deposited (from day ___ to day ___ Month / Year)
2. Print on the back of deposit slip each payphone – vending machine number and revenue using one line per phone in progressive order 1 thru Last number. (1,2,3,4,5,6,7,8,9,10,11,12,13)

Uniforms and equipment:

- Inform Officer manager / CEO when inventory needs to be restocked.
- Keep all uniforms and equipment at designated storage area.

Authorizations:

Secure Pre- authorization from company's Chief Executive Officer when purchasing any given item totaling more than \$50.00

Personnel**Supervisor Responsibilities:**

- Hire qualified personnel, provide appropriate training, supervise and terminate personnel while complying at all times with all legal procedures as required and permitted by law.
- Provide employees with company's policies, hiring forms, and any other related document and then after, collecting forms properly filled and deliver to office manager or CEO at company's office on the same day or the latest on the next working day.

Personnel Documents

- File and maintain employees' files updated.
- Submit all documents to Company's Chief Executive Officer or designee.

Files must include:

1. Employment application.
2. Employee Acknowledgement Form.
3. Contract Employee background check.
4. Drug Free Work Place policy.
5. Job description.
6. I-9 Form.
7. W-4 Form.
8. And any other legal document required by law and/or given by the company.

Determine Weekly Schedule

- Determine employees' days and hours of work.
- Substitute absent employee(s).
- Enforce schedule and coordinated any adjustment.

Cashier Responsibilities

Ticket issuing

1. Check attendance *in-and-out* using fee computer.
2. Start schedule shift by initializing revenue daily report in fee computer.
3. Issue tickets/ collect using fee computer

Vehicles

1. Input vehicle's last four digits of the Vehicle Identification Number (VIN) or License Plate Number.
2. Input designated fee table (see posted list)
3. Print ticket.
4. Hand ticket to customer.
5. Direct driver to designated parking area.

** Repeat procedure as many times as needed.

Trucks

1. Input truck's last four digits of the Vehicle Identification Number (VIN) or License Plate Number.
2. Input designated fee table (see posted list)
3. If **NO** Container is being hauled, write on ticket **W/O (Without Load)**
4. If a Container IS is hauled, write on ticket **W/L (With Load)** and container's serial and/or identification number.

Registration

Register the following information on "Registration Sheet"

1. Enter time and date
2. Enter license plate number
3. Hand ticket to driver
4. Direct driver to designated parking area

**Repeat procedure as many times as needed.

Ticket Collecting

1. Input vehicle's plate / VIN in fee computer
2. Advise customer of fee to be paid in a friendly and courteous manner
3. Collect the money
4. Register collection in fee computer
5. **Print Parking Receipt**
6. Hand customer receipt and change (if any)

**Repeat procedure as many times as needed.

Auditing Report using Fee Computer

- Upon completion of each eight hour shift (07:00 – 15:00, 15:00 – 23:00, and 23:00 – 07:00 hrs) the employee on duty must end the shift by closing the revenue report properly.
- Complete the daily revenue report
- Daily reports most contain per each eight hour shift the following:
 - Day, Month and Year.
 - Employee's first and last name.
 - Total revenue including: cash, permits, lost tickets and/or other revenue.
 - Detail of expenses.
 - Detail of credits granted to authorize customers.
 - Cleaning
- Sweep parking area.
- Collect and place all trash including car debris in garbage containers.
- Wash all sinks and toilets.
- Check proper function of all bathroom features.
- Maintain bathrooms locked at all times unless access is requested.
- Check in and out with parking lot (co-worker) and/or manager on duty.
- Sign Report sheet.
- Count, report and pass on to next shift co-worker shift's revenue.
- Report any incident to supervisor and/or company CEO.

Valet Parking

Supervisor will oversee the following Attendant procedures

- Guests shall be greeted upon arrival
- Inspect vehicles outside
- Advise Supervisor of any possible damage(s)
- Board vehicle
- Turn radio off
- Be aware of vehicle's mode (ON) or (OFF)
- Place foot on brake pedal
- Insert Key in ignition switch
- Turn key right (Turn ignition ON)
- Change shift to desire direction (Forward or reverse)
- Release brake pedal (GENTLY)
- Press (GENTLY) accelerator pedal
- Turn Lights, Turn signals if needed

Once at available parking space:

- Stop
- Place Shift in **Park** or **1st gear** (if standard)
- Turn ignition OFF
- Turn Key to the LEFT
- Release security/lock device (if any)
- Lock vehicle (Manually or with remote control)
- Take keys to designated place (Key Lock box – Podium)

Valet Parking Attendant

- Check-in upon arrival to reunion point or place of service with supervisor.
- Set working equipment on place per supervisor's instructions.
- Drive, secure and monitor vehicles.

Procedures to follow.-

- Upon supervisor command he/she must form a line by height.
- Upon arrival of each vehicle (customer-guest) a warm welcome must be given.
- Any particular instruction or advise on vehicle care and handling must be asked to owner (kill switch, mechanical problem, etc)
- Aboard the vehicle.
- Make certain vehicle is either ON/OFF.
- Turn radio off.
- Turn On lights and/or wipers as needed.
- Put seat belt on.
- Before starting vehicle, step on brake pedal, place shaft on neutral-parking.
- Turn vehicle on.
- Drive off slowly and carefully.
- Use turn signals and horn as needed.
- Find first available parking space at designated area.
- Turn ignition off.
- Close windows and doors.
- Remove key for switch.
- Lock vehicle.
- Place and lock keys inside customer service podium or at designated place.
- Return to line.

**** Repeat procedure as many times as needed.**

- Upon Supervisor's request (ONLY) collect ticket stub and keys from him/her.
- Go to designated parking area.
- Deactivate vehicle alarm.
- Aboard vehicle.
- Insert key on ignition key slowly and carefully.
- Turn switch carefully to ON Position.
- Turn light, wipers, signals as needed.
- Drive slowly and carefully to designated delivery area.
- Upon arrival.

- TURN VEHICLE OFF
- Remove keys from switch.
- Hand keys to customer.
- NEVER LEAVE KEYS INSIDE THE VEHICLE.

**** Repeat procedure as many times as needed.**

- Return to line
- Upon completion of work retrieve all equipment.
- Check-Out.
- Return company uniform to supervisor or to assigned person.
- Once all equipment, materials and uniform(s) are return, you are free to leave.

Golf Cart Driver Responsibilities:

Golf Cart Operation

- Push and lock brake pedal
- Insert ignition key into switch
- Turn key to the right to the ON position
- Turn lights ON
- Turn driving handle to desire position (forward – reverse)
- Place hands on wheel
- Push accelerator until desired speed
- Once ride is over, turn lights OFF
- Turn Key right to ignition mode OFF
- Push and lock brake pedal
- Remove key
- Place key at designated place

Note: - Keep feet inside golf cart, observe manufactures specifications and safty rules and observe all traffic laws at all times.

Golf Cart Assessment

- Assess proper function and levels of the following :
 - Gasoline – Battery charge – Tire pressure – Lights – Brakes – Seats
 - Indicators – Key(s) – Accelerator
- Check and refill levels as needed following owner's manual.

Traffic directing

- Direct traffic flow to designated parking areas
- Direct traffic vehicles to assigned parking spaces.

Pay Phones

- **General maintenance**
 - Clean phone surface and surrounding area.
 - Tight any loose screw.
 - Check and replace if needed informative label.
- **Detail maintenance**
 - Replace parts. (provided with training seminar)
- **Parts stock/return/request**
 - Any damage part must be removed and exchanged for new part.
 - All damage parts must be sent for repair if approval is granted or returned to company office.
- **Money Collection**
 - Per direct instructions (day and Time)
 - Money to be counted and deposited at the bank.
 - Receipt of deposit must be requested from bank teller and turn in to Company CEO

Vending Machines

- **General maintenance**
 - Clean phone surface and surrounding area.
 - Tight any loose screw.
 - Check and replace if needed informative label.
- **Detail maintenance**
 - Replace parts. (provided with training seminar)
- **Parts stock/return/request**
 - Any damage part must be removed and exchanged for new part.
 - All damage parts must be sent for repair if approval is granted or returned to company office.
- **Money Collection**
 - Per direct instructions (day and Time)
 - Money to be counted and deposited at the bank.
 - Receipt of deposit must be requested from bank teller and turn in to Company CEO

Not doing all of the above and/or complying with company policies will constitute on a negligence act and employee will be liable for any caused damage or incident.

Vally Park USA

Employment Agreement

Confidentiality Provisions

Agreement, dated as of [REDACTED], 20 [REDACTED] (this "Agreement"), by and between Vally Park USA Corp, Vally Park, Valet Parking by Vally Park ("Employer"), and [REDACTED] ("You" or "Employee").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the offer of employment, executed contemporaneously herewith, the parties hereto, intending to be legally bound hereby, agree as follows:

1) Definitions. The following terms shall have the following meanings for all purposes of this Agreement.

a) "Company" means Employer, including its subsidiaries and affiliates engaged in the business of Employer, and all successors and predecessors in interest to Employer.

b) "Protected Information" means trade secrets, confidential or proprietary information and all other confidential ideas, intellectual properties, technical information, knowledge, know-how, information, documents or materials owned, developed or possessed by the Company, whether in tangible or intangible form, pertaining to the business of the Company, known or intended to be known only to employees of the Company or other persons in a confidential relationship with the Company including, but not limited to, research and development operations, systems, data bases, computer programs and software, designs, models, operating procedures, knowledge of the organization, products (including prices, costs, sales or content), processes, techniques, machinery, contracts, financial information or measures, business methods, future business plans, customers (including identities of customers and prospective customers, identities of individual contracts at business entities which are customers or prospective customers, preferences, businesses or habits), business relationships, and other information owned, developed or possessed by the Company; provided, however, that Protected Information shall not include information that shall be come generally known to the public or the trade without violation of this Agreement.

c) "Unauthorized" means: (A) in contravention of the published policies or procedures of the Company; (B) otherwise inconsistent with the measures taken by the Company to protect its interests in its Protected Information; (C) in contravention of any lawful instruction or directive, either written or oral, of any employee of the Company empowered to issue such instruction or directive; or (D) in contravention of any duty existing under law or contract.

2) Consideration. You acknowledge and agree that the obligations imposed by this Agreement have been undertaken as part of the consideration for the salary and benefits provided to you for employment by the Company.

3) Ownership. You acknowledge that all developments, including, without limitation, inventions, patentable or otherwise, discoveries, improvements, patents, trade secrets, designs, works, reports, computer software, flow charts and diagrams, procedures, data, documentation, ideas and writings and any and all applications and/or derivatives thereof, and all programs and any and all elements, applications and derivatives thereof, relating to the past, present or future business of the Company, that, alone or jointly with others, you may have discovered, conceived, created, made, developed, reduced to practice, acquired or otherwise disclosed or furnished to the Company, from the date hereof to the present, or may, from the date of this Agreement through the termination of your employment with the Company, discover, conceive, create, make, develop, reduce to practice, acquire, or otherwise disclose or furnish to the Company (collectively, the "Developments") are works made for hire and shall remain the sole and exclusive property of the Company and may be used and exploited, in whole or in part, by the Company and its licensees in any manner and media whatsoever throughout the world in perpetuity, and you hereby assign to the Company all of your right, title and interest in and to all such Developments. You agree to promptly and fully disclose all future Developments to the Company and, at any time upon request and at the expense of the Company, execute, acknowledge and deliver to the Company all instruments that the Company shall prepare, give evidence, and take all other actions that are necessary or desirable in the opinion of the Company to enable the Company to file and prosecute applications for and to acquire, maintain and enforce all letter patent, trademark registrations or copyrights covering the Developments in all countries in which the same are deemed necessary or desirable by the Company. All memoranda, notes, lists, drawings, records, files, computer tapes, programs, software, source and programming narratives and other documentation (and all copies thereof) made or compiled by you or made available to you concerning the Developments or otherwise concerning the past, present or planned business of the Company shall be the exclusive property of the Company and shall be delivered to the Company by you promptly upon the termination of your employment with the Company. The term "Developments" shall not include, and the foregoing paragraph shall not apply to, any development conceived by you for which no equipment, supplies, facility or Protected Information of the Company was used and which was developed entirely on your own time, unless: (a) the invention relates (i) to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by you for the company.

4) Confidentiality. You agree that, during your employment with the Company and thereafter, you will not use or disclose, furnish or make accessible to anyone, directly or indirectly, any Protected Information in any Unauthorized manner or for any Unauthorized purpose. Further, you agree that, in the event that you are required to disclose any Protected Information by court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with law, you will provide the Company with prompt notice of such required disclosure so that the Company may seek an appropriate protective order and/or waive your compliance with the provisions of this Section 4. If, in the absence of a protective order or the receipt of a waiver thereunder, you are advised by your counsel that such disclosure is necessary in order to comply with such court order, decree, rule, regulation or law, you may disclose such information (only to the extent required) without liability hereunder

5) Non-Compete. Without limiting, abrogating or in any way modifying the rights and obligations of you and Employer under any other agreement to which you are a party, from and after the date hereof and for a period of twelve (12) months immediately following termination of employment, you shall not:

a) directly or indirectly, whether or not for compensation, be affiliated or render services (including, without limitation, as a partner, principal, agent, employee, investor (except as a % or less shareholder in the case of a publicly traded corporation), guarantor, director, officer, consultant, or lender with any person, business organization, agency or firm located in the United States, Canada or Mexico, which competes with Employer or is a customer of Employer, but only in the latter case if your duties would result in such customer taking the business done by Employer "in house" and

b) without the prior written approval of the Chief Executive Office of Employer, directly or indirectly, solicit, raid, entice or induce any person who presently is, or at any time during the term hereof shall be, an employee or consultant of Employer to become employed, as an employee, consultant or contractor, by any other person, firm or corporation in any business in competition with Employer.

6) Severability. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

7) Specific Performance. You acknowledge that the services to be rendered by you are of a special, unique and extraordinary character and, in connection with such services, you will have access to confidential information vital to the Company's businesses. By reason of this you consent and agree that if you violate any of the provisions of this Agreement, the Company would sustain irreparable harm and, therefore, in addition to any other remedies, which the Company may have under this Agreement or otherwise, the Company shall be entitled to an injunction from any court of competent jurisdiction restraining you from committing or continuing any such violation of this Agreement, including, without limitation, restraining you from disclosing, using for any purpose, selling, transferring or otherwise disposing of, in whole or in part, any trade secrets, confidential information, proprietary information, client or customer lists or other information pertaining to the financial condition, business, manner of operation, affairs, plans or prospects of the Company. You acknowledge that damages at law would not be an adequate remedy for violation of this Agreement, and you therefore agree that the provisions may be specifically enforced against you in any court of competent jurisdiction. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

8) Not an Employment Agreement. This Agreement is not and is not construed as a contract of employment and nothing in this Agreement shall be deemed to prevent Company from terminating your employment at will.

9) Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning of interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date hereof by those duly authorized to execute this Agreement.

Company: Vally Park USA Corp
By: _____
Name: Paul Petit
Title: President / CEO

Employee Print Name: [Redacted]

Employee Signature

Contract Employee Background Check

Notice to Job Applicants

Your prospective employer has contracted with _____ a licensed Private Investigations Agency to verify certain information contained in your application for employment, conditional job offer or provided you during the interview process. The information requested below is necessary to complete this task. This information is NOT a part of the application for employment and will be used for the sole purpose of verification of information, and or statements made by you. **Please complete all information requested.**

Personal Information (Please Print using black ink)

It is possible that your employment may be determined in whole or in part by your prospective employer using data from this report. Pursuant to Section 609 of the Fair Credit Reporting Act, you may be entitled to a copy of this report.

Applicant's Legal Name: _____

Please provide any other name used for Prior employment or school that differs from the above.

Other Names Used: _____

Date of Birth (MM/DD/YY): (___ / ___ / ___) Social Sec. No : _____ - _____ - _____

Driver's License No.: _____ State : _____

Permanent Home Address: _____
(Street address) (Apt. No.) (City) (State) (Zip)

Home Phone: (___) _____ Cell No. (___) _____

E-mail : _____

Check One: Gender: () Male () Female Marital Status () Single () Married

Have you ever been convicted of a felony? () Yes / () No

Have you ever filed for bankruptcy () Yes / () No

• Emergency / Information

Contact Name : _____ Relationship : _____

Home Phone : (___) _____ Work No (___) _____

Cell No : (___) _____

Residential History (List all residential addresses in the last seven years)

Address (1) : _____ City: _____ State : _____ Zip: _____

From: _____ To: _____

Address (2) : _____ City: _____ State : _____ Zip: _____

From: _____ To: _____

Education History (List all schools attended)

College/University/Trade School: _____ From : _____ To : _____

City : _____ State: _____ Phone: (___) _____ Degree Earned : _____

Employment History (List all jobs held in the fast seven years)

May we contact your present employer? () Yes () No

Most recent company name: _____ Phone : (___) _____

Address: _____ City : _____ State : _____ Zip : _____

From : _____ To : _____ Title : _____ Salary : _____

Reason for Leaving : _____

Second Company Name :: _____ Phone : (___) _____

Address: _____ City : _____ State : _____ Zip : _____

From : _____ To : _____ Title : _____ Salary : _____

Reason for Leaving : _____

Applicant Consent: I understand and agree _____ will verify all or part of the information I have given my prospective employer. I understand that this verification may include any inquiry into my credit history, motor vehicle driving record, criminal and civil records, prior employment (including contacting prior employers), education (degree, GPA and attendance) as well as other public record information.

I authorize the release of such information as may be necessary to verify the information I have provided. I release and hold harmless from all liability any individual or entity requesting or supplying information with respect to my application for employment.

Signature : _____ **Date :** _____ **20** _____.

Employee Reference Check

To : _____ Company : _____ Attention : _____

Address : _____ Title : _____ Phone : (_____) _____

To Be Filled Out By Applicant:

I have made application for employment with : _____ . Of _____

I hereby request and authorize you to furnish the above employer with any information concerning my employment record, character, habits and ability. I hereby release you as my previous employer and all individuals concerned from any claims, suits and liabilities for any damage whatsoever resulting from their actions and conduct in responding to this request and giving such information.

While I was in your employee my name was _____ My Social Security Number : _____ - _____ - _____ I was employed by you from : _____ to : _____ and my initial salary was : _____ my initial supervisor was : _____ My final salary while employed by you was : _____ and my final Supervisor was : _____

Applicant Signature : _____ Date : _____ 20 _____

To Be Filled Out By Previous Employer:

Was the applicant employed by your company? () Yes () No
Is all the information stated above correct? () Yes () No ---- If not, what is misleading about it?

What were the applicant's responsibilities? _____

Please rate as either **above average (+)**, **average (a)**, or **below average (-)**, the applicant's performance in the following areas :

Attendance : (___) Cooperative Attitude : (___) Knowledge of Job (___) Initiative (___) Productiveness (___)
Reliability : (___) Work Quality : (___)

Do you have any comments on the foregoing ratings? _____

What are the applicant's strengths? _____

What are the applicant's weaknesses? _____

Would you hire the applicant again? _____

What was the applicant's reason for leaving? _____

Completed by : _____ **Position :** _____ **Date :** _____