LETTER OF AGREEMENT/DEAL MEMO

Production Company: _____(the "Company")

Employee: _____ **(Position: _____)**

EMPLOYEE STATUS

☐ Production	(Assigned to a production)	☐ Exclusive
☐ Temporary	(Short term assignment)	☐ Non-exclusive, first priority
☐ Staff	(Over-all / general employee)	

COMPENSATION:

Weekly/Hourly/Daily Rate:	_____
Kit Rental:	_____
Anticipated Weeks[1]:	_____

Dear _____,

This Letter of Agreement/Deal Memo (hereinafter "Deal Memo") confirms the understanding between _____ (hereinafter the "Company"), with its principle offices located at _____; and you, _____

(hereinafter "Employee") located at _____

with respect to Employee's services as a _____ for the television series for _____ ("Series").

I. Conditions Precedent

a. In accordance with the Immigration Reform and Control Act of 1986, any offer of employment is conditioned upon satisfactory proof of Employee's identity and legal ability to work in the United States. Employee must deliver to the Company an executed Deal Memo and a completed Start Form (I-9 and W-4) on or before the first day Employee performs services for the Company. Valid identification must be presented. It is required that all employees are paid through the payroll service, and applicable payroll taxes will be withheld. For unemployment claims or W-2 inquiries, the employer of record is _____or such other payroll service as designated by the Company. Loan-out corporations must provide Articles of Incorporation prior to commencement of services. Should these documents not be provided, the Company must treat the individual as an employee, and withhold payroll taxes as appropriate.

b. Approved Loan-Out Corporations will be responsible for any/all obligations imposed upon employers by any applicable statute or regulation in connection with such service including, without limitation, the withholding and payment of taxes and the provision of unemployment compensation insurance and workers compensation insurance.

[1] "Anticipated Weeks" is an estimate of the expected length of the production only and does not modify the at-will nature of Employee's employment. Employment is at all times "at will" as set forth in Paragraph IV.a. below. If Employee's employment ends before the end of the estimated duration, employee shall not have any right to any compensation beyond the employee's last date of employment. All schedules shall be determined at the sole discretion of the Company and may be changed by the Company.

c. No payments shall be made to Employee until an executed and signed copy of this Deal Memo has been delivered to the Company.

II. Description of Employee's Services

a. Employee's services shall be exclusive to the Company during the term. Employee's duties include,

generally _____. It

is agreed that Employee's services shall be those customarily and traditionally rendered by a _____

_____ in the Entertainment Industry.

b. **[For Producers]** Employee must confer and consult with _____ ("Executive Producers") throughout the production process. **Employee agrees that at no time shall any outside services materially interfere with his obligations hereunder.** Employee agrees that at all times he is an at-will employee for Company in regard to the Program(s) specified herein. The parties agree that time is of the essence to this Agreement and that the Employee must adhere to the Production Schedule as approved by the Executive Producers. Employee agrees to make every effort to ensure the safety of the production staff and crew members, and to comply, and urge the compliance of the production staff and crew with both the filming guidelines of the Executive Producers, as well as all state and federal regulations with regard to filming procedures.

c. Employee's services shall be rendered promptly in a competent and professional manner either alone or in collaboration with others, in such manner and at the times and places as the Company may reasonably direct. The Company's judgment shall be final in all matters, including matters of artistic taste. Employee shall consult with and be available for conferences with Company's representatives for such purposes at such times and places as may be reasonably required.

III. Compensation

a. Employee's compensation is _____.

Starting _____, 20_____. All compensation to Employee will be paid on payroll checks and subject to applicable payroll taxes and withholdings, if any. This compensation is payment in full for all services of the Employee.

b. Employee shall not incur any single expense greater than Fifty Dollars ($50) without prior written approval. Petty cash expenses not accompanied by proper receipts in accordance with the Company's policy will not be reimbursed. Any unapproved expenditures or expenditures unaccompanied by proper receipts may be recouped by the Company out of monies otherwise owed to Employee. In the event petty cash is stolen, Employee must immediately file a police report and report the theft to the Company.

c. Working meal expenses must be pre-approved in advance by the Company. Mobile phone charges will not be the responsibility of the Company without prior written approval incorporated in this Deal Memo.

d. For any travel pre-approved by the Company, the Company shall reimburse Employee for Employee's coach class air fare, Employee's hotel accommodations (room and tax only) only for days the Company requires Employee to remain at a distant location, rental car or other ground transportation at the distant location.

e. The workday, for pay purposes, begins at the start of the assigned shift each day and ends twenty-four consecutive hours later. The Company reserves the right to change work schedules and assign employees to special schedules as deemed necessary for effective operations. When a change in work schedule is necessary, every effort will be made to provide reasonable advance notice to the employee. Employees are expected to be at their work stations, ready for work, at their scheduled starting time. Employees should report to work no more than ten minutes prior to their scheduled starting time nor stay more than ten minutes after their scheduled stop time without express, prior written authorization from a

manager or supervisor.

f. Employees may periodically be requested or required to work beyond their normally scheduled work hours. All overtime worked by non-exempt employees must be either requested by or approved in advance by the Company. Non-exempt employees are forbidden from working overtime without such advance approval. The Company may, at its discretion, discipline an employee for unauthorized overtime work. Overtime will be paid in accordance with applicable state and federal law.

g. Each non-exempt employee and contractor must fill out & hand in their own time card. If someone else fills out your timecard for you, please make sure the hours are correct and the time card is submitted on time. Upon completion of the last day of work each week, time cards should be turned in to the **Production Coordinator**. Time cards must be complete, including hours worked, meal breaks, Week Ending, Job Title and box/kit rental amount (if applicable). Please sign your own time card. All time cards must be received no later than wrap at the end of the week. the Company reserves the right to verify the accuracy of all time cards against applicable production records.

IV. Terms and Conditions

a. Employee is employed by the Company "at will." This means that employment may be terminated with or without notice, and with or without cause, at any time by either the employee or the Company. Additionally, the Company reserves the right to change an employee's position, title, job responsibilities or compensation level at any time, within its sole discretion, with or without cause or notice. Nothing in this agreement, or in any other document or statement, shall limit the Company's right to terminate an employee at any time, with or without cause or to make changes to an employee's position, title, job responsibilities or compensation level. No manager, supervisor or other employee of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than "at will" employment. Only _____ has the authority to make such an agreement if it is in writing and signed by _____.

d. Employee hereby acknowledges and agrees that neither this Deal Memo nor Employee's services hereunder shall be subject to the jurisdiction of any collective bargaining agreement or union or guild in any territory throughout the world, and Employee hereby expressly waives any right Employee would otherwise have to raise any grievance, or otherwise invoke the jurisdiction of, any such union or guild. While the Series is not contemplated to be subject to any collective bargaining agreement, the Company shall have the right to assign this Deal Memo to any company that is a signatory to a collective bargaining agreement.

b. Possession, distribution, sale, purchase, use, transfer of illegal drugs and/or otherwise being under the influence of alcoholic beverages while on Company's property while on duty or while operating a vehicle or potentially dangerous equipment leased or owned by Company, or wherever such conduct might adversely affect Employee's job performance or Company's interests is prohibited. Any breach of this Paragraph shall be considered grounds for immediate termination

c. Bringing or possessing any weapon (including firearms or any other weapons, explosives, and/or dangerous materials or articles of any type) on Company's property or while conducting Company's business is prohibited. The only exceptions to this are (a) weapons possessed by authorized security personnel; and (b) weapons or dangerous materials used solely as props on a production, during the production. Any breach of this Paragraph shall be considered grounds for immediate termination.

d. Employee shall not (i) make any derogatory or disparaging statements about Company and/or the Network and/or the Production and/or any parent company, subsidiary, affiliate, officer(s), employment, agent, successor or (ii) directly or indirectly take any action which is intended to discredit Company or the Network or the Production.

e. The Company is committed to providing a workplace free of harassment of any kind. Employee is subject to the Company's Policy Prohibiting Harassment in the Workplace, attached hereto as Exhibit 01.

V. Confidential Information and Company Property and Rights

a. Confidential Information: Employee agrees to keep confidential any information relating to any and all programs, the licensee of any and all programs and/or the affairs of the Company and its affiliates plans. This confidential information includes, but is not limited to, compensation of personnel or performers, production budgets or actual costs, pricing and fee structures, story ideas, story content, story leads or tips, trade secrets, customer lists computer systems and information. Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news story, article, book or other publicity concerning the Series, the Company, or Employee's services hereunder to any person or entity, including, but not limited to, any representative of the media, Internet web page, blog or "chat room", without the Company's prior written consent. Employee is forbidden from taking personal photographs or video taping/filming on set or any other location associated with the production without the Company's prior written approval, and personal photographers shall not be allowed on set. The Company may confiscate such film, disk and/or any other material that contains unauthorized images as it deems necessary to enforce this policy. If Employee exhibits (or causes or permits a third party to exhibit) in any media any film clips and/or any still photography taken of any aspect of the Picture (either from pre-production, production, post-production or otherwise), then Employee shall be immediately discharged, and/or may be subject to prosecution to the fullest extent of the law. Further, Employee is hereby prohibited from publishing (or causing or permitting any third party to publish) any written accounts of Employee's experience on the Series, unless prior written approval is obtained from _____. Employee must clear any product placement or promotional activity with the Company and may not release to third parties any scripts or outlines without prior written permission from the Company. Employee, however, may disclose such confidential information if so required by a valid governmental order.

   Employee may disclose the terms of this Deal Memo to Employee's lawyer, accountant, lender or other business representatives upon the condition that these representatives agrees to keep the information confidential, except that employee may freely disclose his or her own wages to the extent permitted by law.

   Employee hereby acknowledges that unauthorized disclosure of any information related to the above could cause irreparable harm and significant injury which may be difficult to ascertain.

b. Return of Documents: All documents and other property including or reflecting Confidential Information furnished to Employee by the Company or otherwise acquired or developed by the Company shall at all times be the property of the Company. Upon termination of Employee's employment, either by Employee or by the Company, or immediately upon request by the Company, Employee will turn over to the Company all Confidential Information, computers, laptops, computer disks, CD-ROMs, computer drives, computer storage devices, computer print-outs, any passwords, documents, correspondence, diagrams, letters, notes, memoranda, drafts, lists, financial records, summaries, work papers, worksheets, other writings or tangible things, files, office supplies, and any other material or work product in Employee's possession, custody, or control which were created pursuant to, derived from, or related to Employee's services to the Company.

c. Work for Hire: The compensation stated in the Deal Memo, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Employee, is accepted by Employee for all services rendered or to be rendered on the Series and for a buy-out of all rights granted under this Deal Memo. The Company shall solely and exclusively own throughout the world in perpetuity all intellectual property rights of every kind and nature, including the copyright, trademark and all rights of copyright and trademark in and to any the Series produced or developed and all components thereof, and all of the results and proceeds of Employee's services, in whatever stage of completion, and the exclusive right to distribute and otherwise market and exploit worldwide any the Series and all components thereof in any manner, whether now or hereafter known or created. Employee acknowledges that all results and proceeds of Employee's services (collectively, the "Work") are being specially ordered by the Company for use as part of the Series and shall be considered a work-made-for-hire for the Company and, therefore, the Company shall be the author and copyright owner thereof. The Company owns all right, title, and interest in and to the Work and the Series solely and exclusively, in perpetuity, for use in any and all media, throughout the universe. Without in any way limiting the generality of the foregoing, the Company shall have the right to distribute and exhibit the Series by any means now in existence or hereafter discovered and/or to sell, assign or otherwise dispose of the Series to any person, firm or corporation and/or to exploit the Series and the allied and ancillary rights therein in any medium now known or hereafter devised and in any manner, in segments or otherwise, at the Company's sole discretion. If for

any reason the Work is not deemed a work-for-hire for the Company, then Employee hereby assigns, grants and sets over unto the Company all of Employee's rights of every kind and nature, including all rights of copyright, in and to the Picture and all of the results and proceeds of Employee's services hereunder. The payments made by the Company or its assignees under this Deal Memo are deemed to include sufficient remuneration for all so-called rental and lending rights pursuant to any directive, enabling or implementing legislation, laws and regulations enacted by any nation throughout the world, including the member nations of the European Union. Employee waives any so-called "moral rights" Employee may have, if any, and the Company shall have the right to add to, subtract form, rearrange, edit and change Employee's work hereunder in any manner the Company sees fit. The Company shall have no obligation actually to use Employee's services or any of the results and proceeds thereof, or to exercise any of the rights granted to the Company hereunder, or to produce, or exploit the Series, or to continue production, or exploitation, if commenced.

d. Ownership: As set forth above, the Company is the exclusive owner of all copyright, trademark and other intellectual property rights in and to Program. All videotapes, dailies and scripts from the Company's programs are the property of Employee and may not be sold, given to third parties, or distributed in any manner. The disposal of videotapes, dailies and scripts does not waive any of the Company's rights therein. Any unauthorized use, reproduction, sale and/or distribution by anyone of such unauthorized and/or derivative materials (including providing such items for free on the Internet) constitutes copyright infringement and trademark infringement, and potentially subjects the user to both criminal and civil liability. **At all times during his employment with Company, Employee is performing a "Work for Hire." Employee may not use any materials produced for Company for his own use, including use in a "Employee's Reel" without the written consent of the company.**

e. No Expectation of Privacy: Company reserves the right to view any material on its computers, including: ideas, stories, email, etc. and may so elect to view any and all material contained within its computers or other technological resources at any time. Employees should have no expectation of privacy in any Company property or materials, including electronic documents and information, and any and all company computing or other technological resources.

f. Conflicts of Interest: Employee shall not directly or indirectly offer, give, solicit or accept any money, privilege, special benefit, gift or other item of value for the purpose of obtaining, retaining, or directing business, or bestowing or receiving any kind of special or favored treatment for the Company. The Company does not permit or condone the use or receipt of bribes, kickbacks, or any other illegal or improper payments or transfers in the transaction of its business. The use of any outside vendor, consultant, or agent in any matter for any purpose that would be contrary to this prohibition will not be permitted. Employees should avoid even the appearance of such a conflict of interest. Employee is familiar with the provisions of Section 507 of the Federal Communications Act, as amended (47 U.S.C. Section 508) (prohibiting the acceptance or payment of money or other consideration for the inclusion of program matter), is aware that the violation of the foregoing Section constitutes a criminal offense, has not violated and will not violate any of the provisions of said Section, and has not and will not do any act that would require disclosure pursuant to said Section.

g. Publicity/Appearance Release: Employee agrees not to give any interviews or authorize any publicity relating to Employee's services, or about any of Company's Programs or Supervising or about the Company or the Company's Executive Employees or any staff members, without Company's express prior written permission. Employee warrants and represents that any statements made by Employee during any recording taping shall be true and shall not infringe upon the rights of any third party. The Company may use the results of taping however the Company sees fit, in all media, worldwide in perpetuity. Employee hereby grants the Company the right to use Employee's name, likeness, or voice in publicity-related photographs, "behind the scenes" films and books and/or "electronic press kit" video releases and/or any ancillary products at no additional compensation. If Employee makes an appearance in the Company's production, Employee then hereby grants Company and their respective parents, affiliates, subsidiaries, licensees, successors and assigns to make use of said appearance for the company and in connection with the Production and must sign the appropriate personal release. Company shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the world, in any and all media now known & unknown for an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Supervising or otherwise. Employee agrees to sign and be

bound by AUTHORIZATION TO PERFORM SERVICES IN A DANGEROUS ENVIRONMENT AND APPEARANCE RELEASE, Exhibit 02, attached hereto.

h. Tie-Ins: No production tie-ins or product placements are to be made by Employee. Employee is prohibited from making any deals involving money, credit or equipment without the prior approval of the Company.

i. Non Competition or Solicitation: Employee agrees that during the course of services with the Company, Employee shall not, without the prior written consent of the Company, directly or indirectly participate in, engage in, or have a financial interest or management position or other interest in any business, firm, company, or other entity which competes directly with any business operation conducted by the Company or its subsidiaries or affiliates during your employment with the Company. Additionally, Employee shall not at any time during a period equal to two (2) years from the date of termination (for any reason) of this letter solicit (or assist the solicitation of) any current employee of the Company or any of its subsidiaries or affiliates to leave the Company to work for at any other place of business.

VI. Screen Credit

Provided that Employee is not in material breach of this Agreement and Employee performs all services required hereunder, then subject to the approval of the applicable network, company will accord Employee

a screen credit on the Series substantially as follows: "_____" Except as set forth above, the size, type, style and all other elements with respect to credit hereunder shall be at Company's sole discretion. Any failure to accord Employee the credit herein due to inadvertence or acts or omissions of third parties, shall not be deemed a breach of the Agreement by us.

VII. Standard and Miscellaneous Provisions

a. Representations and Warranties: All contributions by Employee to the Series: (a) shall be original with Employee and not taken from or based upon elements from any other program or show, (b) shall not infringe upon or violate the copyright of any person, firm or corporation, (c) shall not violate, infringe upon or give rise to any adverse claim with respect to any common law or other right whatsoever (including, without limitation, any trademark, service mark, literary, dramatic, comedic, musical or photoplay right, right of privacy or publicity or contract right) of any person, firm or corporation, or violate any other applicable law, and (d) are not the subject of any litigation or claim that might give rise to litigation. Employee has complied with the laws, rules and regulations of every country, state, locality or jurisdiction in which Employee renders services pursuant to this Deal Memo, including obtaining the necessary taxpayer identifications, excise tax licenses and registrations from local, state and federal agencies or commissions and Employee agrees that Employee will be solely responsible for the timely payment of all taxes, fees, penalties and/or costs in connection therewith. Employee agrees to indemnify and hold the Company and its parents, affiliates, subsidiaries, licensees ad assignees, and each of their respective agents, officers, directors, employees, shareholders and representatives harmless from and against any and all liability, damages, cost and expense (including reasonable attorney's fees) which the Company may suffer or incur by reason of Employee's breach of any warranties, representations and agreements contained in this Deal Memo. The Company shall indemnify Employee and hold Employee harmless from and against any and all liability, damages, cost and expense (including reasonable attorney's fees) which Employee may suffer or incur with respect to materials furnished by the Company to Employee in connection with the Series.

b. Force Majeure: In the event of any material interference with or suspension or postponement of production by reason of any cause or occurrence beyond the control of the Company, including, but not limited to, labor disputes, strikes, any acts of God, war, riot, civil unrest, governmental action, casualties, accidents, or similar causes which prevent rendition of services by Employee, Company may, at its sole election, terminate this Agreement by notice to Employee without payment after termination, not including payments accrued and owed for services already rendered for Company or suspend Employee's services without payment to Employee during suspension for such period of time, or any part thereof, as such event of force majeure shall continue. Company may, at its sole discretion, extend the term of Employee's services for a period of time equal to the period of any such suspension.

c. No Injunctive Relief: Employee's rights are defined by the labor laws of the State of California. However, Employee waives any right to seek or obtain injunctive relief against the Company or other equitable relief

to the extent such waiver is authorized by California law. Employee expressly acknowledges that Employee is not entitled to enjoin or restrain the development, production, distribution or exploitation of any Series or programs produced by the Company, except to the extent specifically authorized by California law.

d. Arbitration of Disputes: To the fullest extent allowed by law, the parties agree that any controversy, claim or dispute between Employee and the Company (and/or any of its affiliated or related individuals or entities, owners, shareholders, directors, members, officers, employees, volunteers or agents), relating to or arising out of Employee's employment, the cessation of that employment, and/or this Deal Memo will be submitted to final and binding arbitration before a single, neutral arbitrator in Los Angeles County, California, for determination in accordance with the American Arbitration Association's National Rules for the Resolutions of Employment Disputes as the exclusive remedy for such controversy, claim or dispute. In any such arbitration, the parties may conduct discovery to the same extent as would be permitted in a court of law. The arbitrator shall issue a written decision stating the essential findings and conclusions on which the award is based, and shall have full authority to award all remedies that would be available in court. The parties agree that any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall, to the extent allowed by law, bear its own attorneys' fees and costs associated with the arbitration or any related proceedings. The parties agree that this bilateral arbitration agreement covers, but is not limited to, breach of contract, torts, violation of public policy, discrimination, harassment, or any other employment-related claims under laws including but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans With Disabilities Act, the California Fair Employment and Housing Act, the California Labor Code, the Fair Labor Standards Act, the Family and Medical Leave Act, and any other statutes or laws relating to an employee's relationship with his/her employer. Nevertheless, claims for workers' compensation benefits and unemployment insurance, those arising under the National Labor Relations Act, and any other claims where mandatory arbitration is prohibited by law, are not covered by this arbitration agreement, and such claims may be presented by either you or the Company to the appropriate court or government agency. BY AGREEING TO THIS BINDING ARBITRATION PROVISION, THE EMPLOYEE AND THE PRODUCER GIVE UP ALL RIGHTS TO A TRIAL BY JURY. This bilateral arbitration agreement is to be construed as broadly as is permissible under applicable law.

e. Notices: All notices and payments to Employee under this Agreement shall be sent to: _____ _____Attention: _____ ___and receipt at such address shall be a good and valid discharge of all such indebtedness. Any notices to Company shall be sent to _____, Attention _____. All notices shall be sufficiently given when the same shall be deposited as aforesaid, postage prepaid, return receipt requested, in the U.S. mail, or by personal delivery or upon the sending of a cable or telegram, prepaid and addressed as aforesaid.

f. Subsequent Cycles: In the event that the Company and Employee mutually agree that the Company will engage Employee to render services in connection with any subsequent cycle of the series (each a "Subsequent Cycle") and the parties do not, for any reason, execute a written agreement in connection with such engagement, the terms and conditions of this Deal Memo, including but not limited to, Employee's compensation rate, will govern that engagement. For purposes of clarification, Employee acknowledges and agrees that the Company has no obligation whatsoever to engage Employee to render services in connection with any Subsequent Cycle.

g. No Expert Witness: Employee agrees that Employee shall not at any time after the effective date of this Agreement serve as an "expert witness" or in any similar capacity in any litigation or other proceeding to which Company, Network or any affiliate is a party without the prior written consent of Company, unless Employee is compelled to testify by a court of competent jurisdiction, in which event Employee shall provide Company with such written notice and opportunity to oppose such court action as may be practical under the time constraints involved.

h. Additional Documents: Employee agrees to execute and deliver to Company any additional documents, assignment or other instruments, which Company may reasonably require to fully evidence the intent and purpose of this Deal Memorandum between Company and Employee.

i. Entire Binding Agreement: To the extent not already covered herein, this Deal Memo is subject to customary provisions relating to warranties, representations, indemnities, name and likeness, disability, default, force majeure, suspension, termination, conformity with law, no rescission or injunctive relief against us, etc., customarily included in agreements of this nature. This Deal Memo shall inure to the benefit of the successors and general assigns of the Company and to the benefit of any other corporation or entity to which this Deal Memo is assigned, and any other corporation or entity into which the Company may be merged or with which it may be consolidated. If any portion of this Deal Memo is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining paragraphs or subparagraphs of this Deal Memo. This Deal Memo shall constitute a binding agreement between the parties. This Deal Memo, and the attached Exhibits, shall constitute the full understanding between the Company and Employee and shall supersede any and all previous agreements or understandings, whether written or oral. This Deal Memo may only be modified in a writing and signed by both parties. This Deal Memo shall be governed by and subject to the laws of the State of California.

Please sign and date all copies of this Deal Memo where indicated below and return all copies to me for counter-execution. A fully executed copy will be forwarded to you for your files.

Sincerely,

(Company)

For Employee,	For Company,
_____	
Print	
Sign:_____	Sign:_____
Date:_____	Date: _____

EXHIBIT 01

POLICY PROHIBITING HARASSMENT IN THE WORKPLACE

_____ ("Company") is committed to providing a workplace free of harassment of any kind. Accordingly, it is the Company's policy that harassment by officers, supervisors or co-workers of other employees for any reason, including one's race, religion, national origin, disability, medical condition, marital status, age, sexual orientation or gender, or for the purpose of soliciting sexual favors, or on any other basis prohibited by law, is unacceptable and will not be tolerated. The Company's anti-harassment policy applies to all persons involved in the operations of the Company and prohibits such harassment by any member or employee of the Company, including management and co-workers, as well as any other person doing business with or for the Company (customers, clients, vendors, suppliers, etc.).

Harassment is physical or verbal or visual conduct that creates an intimidating, offensive or hostile work environment for any individual, or interferes with any individual's work performance. Some examples are the voicing of racial slurs, ethnic jokes, suggestive comments, putting up statements or pictures that are sexually suggestive or derogatory about certain ethnic or religious groups, making graphic comments about an individual's appearance, or making repeated sexual advances when such attention is unwanted. Sexual harassment need not be blatant to be punishable. Even subtle pressure for sexual favors, especially when compliance is an explicit or implicit condition of continued employment or advancement will not be tolerated.

If at any time you feel that you are being subjected to harassment on the job, you should promptly report the problem to the executive Producers for the Company.: _____. Supervisors who receive complaints or observe harassing conduct must promptly inform _____ of the situation. Failure to meet these reporting responsibilities is grounds for disciplinary action, up to and including termination.

Every complaint of harassment will be investigated thoroughly, promptly and as confidentially as possible under the circumstances. If the Company determines that harassment in violation of this policy has occurred, remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for such harassment will be subject to appropriate disciplinary action, up to and including possible termination. Further, the person who believes that he or she has been injured may bring a complaint against the perpetrator by calling or writing the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). The local offices for the EEOC and DFEH are listed in the telephone directory or you may access their websites at: http://www.eeoc.gov or http://www.dfeh.ca.gov, respectively. The EEOC and DFEH have the authority to investigate complaints, attempt to mediate disputes, hold hearings and, if illegal harassment has been found to occur, to order various remedies.

Furthermore, the Company will not tolerate retaliation against any employee, either for making a complaint or for cooperating in any investigation of alleged harassment.

This Deal Memo embodies the entire agreement between the parties relating to the subject matter hereof and supersedes all oral representations, arrangements and/or understandings, provided.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS POLICY.

Print Name: _____

_____ Date : _____
Signature

EXHIBIT 2

AUTHORIZATION TO PERFORM SERVICES IN A DANGEROUS ENVIRONMENT AND APPEARANCE RELEASE

I hereby irrevocably grant to _____ (collectively referred to as "Producer") and its respective parent, subsidiaries and affiliates, licensees, successors and assigns, the right to tape and photograph me, and record my voice, conversation and sounds, including any performance by me of any musical composition(s), documents and other property, during and in connection with my appearance. I understand and warrant that you shall be the exclusive owner of the results and proceeds of such taping, photography recording and editing with the unlimited right, but not the obligation, throughout the world in all media in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with program tentatively entitled _____ ("Program") and in connection with Producer and Producer's activities and other programming, and to use my name, voice and likeness and any biographical material concerning me, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Program throughout the world in perpetuity. I further represent that any statements made by me during my appearance are true, to the best of my knowledge, and that neither my statements nor my appearance will violate or infringe upon the rights of any third party. I also understand and agree that this Authorization and my appearance hereunder is not covered by or subject to a collective bargaining agreement with any guild or union and that there will be no payment due, including residuals, in connection with my appearance.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put, and I agree that you may adapt, edit and otherwise modify my appearance as you see fit, including the use of editorial text or copy. I acknowledge that you will rely on this permission, at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder, including but not limited to any claim for defamation or for violation, infringement or invasion of privacy, publicity or any other right whatsoever that I now have or may ever have from or relating to any use of my appearance or the materials. In no event shall I have the right to enjoin the production, distribution or exploitation of the Program. I will also not discuss any of the contents of the programs I am participating in to anyone without written permission, nor will I disclose how the shows were film or produced or the outcome of any of the final fights between warriors to any person or company.

I hereby acknowledge that my participation in this production is potentially dangerous and may involve mental and/or physical risks over which Producer has no control. As such, I understand that if any harm befalls me as a result of this production, my sole remedy shall be limited to worker's compensation insurance coverage.

Producer may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This Authorization shall be binding on all of my successors-in-interest and heirs.

This Authorization sets forth the entire agreement between me and the Producer and I am not relying on any promises or statements, nor have I been promised any money or other compensation, in connection with my signing this document or any use of the materials. This agreement may not be altered or amended except in writing signed by both parties. This agreement shall be governed by the laws of the State of California. I am aware that federal law prohibits "payola" and "plugola," and I acknowledge that, among other things, it is unlawful to accept anything of value for promoting any product, service or company or arranging for any person to appear on the air. I warrant that I will not violate any such law. I acknowledge that I have read this Authorization prior to signing it and that I understand its contents.

SIGNATURE: _____ Date: _____
(PRINT) NAME: _____
LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.:_____
_____
DATE OF BIRTH: _____
ADDRESS:_____
CITY, STATE, ZIP: _____ TELEPHONE: _____
TYPE OF ID CHECKED_____
COPY OF ID RECEIVED:_____YES _____NO
IF NOT, GIVE REASON _____ _____

[THIS INFORMATION IS BEING OBTAINED AND WILL BE MAINTAINED SOLELY FOR LEGALLY-MANDATED RECORD-KEEPING PURPOSES.]