

## Eight (8) Week Club License Agreement



This will confirm the Agreement between Ranwood Productions, Inc. a California Corporation, ("Licensor"), and \_\_\_\_\_ ("Licensee"), a \_\_\_\_\_ for the rights to conduct America's Lip Sync Star National Talent Search™ (the "Promotion") as described below.

### **Term and Renewal**

The Promotion will be conducted as an eight-week contest cycle. Each contest cycle will consist of one Preliminary Club Contest each week for the first seven weeks, followed by a Club Grand Final Contest on week eight. The promotion will begin on \_\_\_\_\_, 2009, with the Grand Final to be held on \_\_\_\_\_, 2009.

Licensee shall pay to Licensor \$\_\_\_\_\_ for the license rights granted, under the terms and conditions set forth herein.

Licensee has the option to renew this Agreement for additional eight-week contest cycle at the same terms and conditions as stated herein, except that the license fee will be negotiated between the parties. The renewal request and a new license fee agreement must be executed in writing to Licensor by Licensee prior to the commencement of week seven (7) of the eight-week contest cycle. In the event such renewal is not executed, this Agreement will terminate upon completion of the eight-week contest cycle.

Licensee will have \_\_\_ **non-exclusive** \_\_\_ **exclusive** right to conduct the promotion in the \_\_\_\_\_ market area only for the term of this agreement, and will terminate at the end of the eight-week contest cycle unless the option to renew is executed as described herein.

Licensee agrees that this Agreement applies only to the location described herein. During the term hereof, and for a period of one (1) year after the completion of the Promotion herein, Licensee agrees not to produce or conduct any contest or promotion similar to the Promotion described in this Agreement, in any other property whatsoever by Licensee without first offering Licensor the opportunity to license such contest or promotion at the same terms and conditions as stated herein.

### **The Promotion**

The Promotion will involve contestants at the named establishment mouthing the words to songs by popular recording artists. The club grand final winner will qualify to participate as a contestant, at their own expense, at the next higher level of competition. The Promotion also serves as a preliminary talent search to advance contestants to the television program currently titled "America's Lip Sync Star" expected to broadcast in 2009.

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The first place winner in each of the seven preliminary club contests will receive a minimum cash award of one hundred dollars (\$100.00) and second place will receive a minimum cash award of fifty dollars (\$50.00), both provided by Licensee or a participating sponsor. Each preliminary contest winner will qualify to compete in the club grand final. The club grand final winner will be awarded a grand prize with a minimum cash value of Five Hundred Dollars (\$500.00), provided by Licensee or a participating sponsor.

The Semi-Finals will consist of the top three winners from each club grand final competition in their ADI market area. Contestants who have qualified to compete in the Semi-Final will be expected to be available for up to one week of pre-interviews and filming. A contestant may not participate in the Semi-Finals if, in the Licensor's sole discretion, the participation would create actual impropriety or the appearance of impropriety.

The top three Semi-Final winners may be selected to appear on the America's Lip Sync Star television Program. Producer will have sole discretion as to who advances to appear on the series. Even if Licensee's contestants meet the eligibility requirements, Producer has no obligation to interview them and/or select them as a contestant on the television series. All decisions by the judges and/or producers will be final. Producer reserve the right to add to, omit or alter any of the procedures and rules, at any time, to conform to broadcast standards.

### **Promotion Obligations**

Licensor shall provide Licensee with one training manual and organizational binder during the initial term of this Agreement. The following contest promotional materials will also be provided for each contest cycle:

1. Contestant Entry Forms/Liability Release Forms/Flyers
2. Promotional Table Tents and Posters
3. Contest Script Sheets
4. Official Judges Score Sheets
5. Contest Information Packages and Associated Forms
6. Sample Advertising Materials

Licensee will provide proper stage area, sound, lighting and a dressing room area for contestant's use during the term of this Agreement.

Licensee agrees to provide a minimum of three (3) judges for each contest night and agrees to enforce and follow to best of Licensee's ability, the contest Rules and Regulations as outlined in Exhibit "A" attached hereto and Judging Criteria as outlined in Exhibit "B" attached hereto.

Licensee agrees to provide, at Licensees expense, the following: (a) a disc jockey for each contest; (b) a master of ceremonies for each contest; (c) an in-premise coordinator for each contest; (d) standard liability insurance; (e) payment of appropriate music performance fees (BMI and ASCAP); and (f) prizes as specified herein.

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Licensee hereby agrees to comply with all Local, State and Federal laws and regulations pertaining to the performance of the obligations of this Agreement and

Licensee will be responsible for advertising the Promotion and agrees to utilize the advertising materials supplied by Licensor.

Licensee shall submit to Licensor at the end of each contest cycle a written evaluation of the contests to include: (a) the number of contestants per contest; (b) attendance; (c) general comments about the contests; and (d) the original executed contestant entry forms for each contestant who competed in the Grand Final competition.

The Licensee reserves the right to reject or refuse entry to the establishment of a contestant, or anyone that might be detrimental to the high standards of the host venue and Licensor.

### **Release and Indemnification**

Licensee indemnifies and holds Licensor, sponsors and licensor's officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, demands, actions, costs and expenses, including but not limited to reasonable attorneys fees arising out of the performance of Licensees obligations in this Agreement.

Licensee hereby releases ThunderBall Ball Films, LLC., Ranwood Productions, Inc., America's Lip Sync Star and National Lip Sync Talent Search, any television station or channel, cable network or satellite network that airs the Program, the other participants in the Program, the advertisers connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the program, and each of their respective officers, directors, agents, representatives, employees, agents, successors and assigns, assignees, and licensees harmless from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, of any kind (including but not limited to reasonable attorneys, without limitation, attorney's fees) arising out of the performance of, resulting from, or by reason of, Licensees obligations in this Agreement, participation in the contestant selection process of the Program, any exploitation of the Program or the Licensees winners appearance on the Program, the failure of Producer to select your winner as a participant, the cancellation of the Program or the exercise by Producer of any right granted by licensee with respect to the Program on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, false light, or defamation) (the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind resulting from the actions of another participant or any other third party at any time.

### **Notices**

All notices and statements relating this license agreement must be in writing and shall be deemed sufficiently given if sent by certified or registered mail, return receipt requested, to the address set forth below or to such other address as either Licensor or Licensee may designate from time to time in writing. The date of any such notice shall be deemed to be the date of the posting of the mail.

## **Eight (8) Week Club License Agreement**

### **Use of Marks**

Licensor grants to Licensee a limited right to use, only for the purpose of advertising and promoting the contests and only during the term of this Agreement, the trademarks, trade names, service marks, logos, slogans, copyrightable materials or other identifying marks of Licensor (the "Marks"). Licensee shall submit copies of all promotional materials using the Marks to Licensor prior to issuance. Licensee further agrees to cease the use of all Marks, and slogans upon termination of this Agreement, including renewals.

If Licensor becomes aware of any infringements or potential infringements of Marks, or slogans Licensor shall notify Licensee promptly thereof. Licensee, at its option, may elect to prosecute said infringements, but the failure of Licensee to do so shall not affect the validity or terms of this Agreement.

To the extent not otherwise prohibited herein, Licensor at no time shall engage in any activities that may impair in any manner the rights of Licensee in and to the Marks.

Licensee hereby acknowledges that Licensor owns all right, title and interest in and to those legally protectable materials utilized during the promotion and further agrees to not use or reproduce any similar facsimile without written permission from Licensor.

In the event of termination or expiration of this Agreement, Licensee agrees to cease all use of the contest materials provided by Licensor or Sponsor, materials on hand or in process of manufacture, and further agrees not to adopt or use any imitations or copies thereof.

Licensor shall have the right to use and allow others to use the names and likeness of all contestants all biographical materials concerning them for advertising, public relations, and purposes of trade. Licensee shall have all contestants (and their parents and/or legal guardians in the case of contestants under 18 years of age) execute waivers, consents and release agreements as required by the Producer. All recordings, produced by Licensor including sound and video, and reproductions therefrom, together with the performances embodied shall be entirely the property of Licensor, without limitation to the foregoing, Licensor, its subsidiaries, affiliates assigns, shall have the right to make recordings of all lip-sync performances within Licensees premise, by any method now or hereafter known, for the purpose of producing broadcastable video tape, film, videocassettes, video cartridges, or videodisks.

By signing this agreement you hereby consent to the recording, use and reuse by Licensor, and by its respective licensees, assigns, parents, subsidiaries or affiliated entities (collectively "Grantees") without limitation, any recordings or still pictures of officers, staff in licensee's establishment taken in connection with your participation with the Program or any other production. You agree the Grantees may use all or any part of your likeness, and may alter or modify it regardless of whether or not it is recognizable. You further agree that Grantees exclusively own all right, title and interest (including, without limitation, all copyrights) in and to all the recordings made in connection with the competition.

### **Relationship of Parties**

Nothing herein shall cause Licensee to be deemed an Agent, Partner, or Joint Venturer of Licensor, and Licensee acknowledges that they are an Independent Contractor and have no power to bind Licensor or Licensor's sponsors or producers in any manner, nor will Licensee represent themselves to have such authority.

## **Eight (8) Week Club License Agreement**

### **Liability Limitation.**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, LICENSEE WILL NOT BE LIABLE UNDER ANY SECTION OR SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (a) INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR (b) ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. IN NO EVENT SHALL LICENSEE'S AGGREGATE LIABILITY UNDER ANY SUBJECT MATTER OF THIS AGREEMENT EXCEED THE AMOUNT OF MONIES, IF ANY, PAID TO LICENSOR HEREUNDER. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

### **Miscellaneous.**

Modification. No addition or modification of any portion of this Agreement shall be binding upon Licensee or Licensor unless such is made in writing and signed by a duly authorized representative of each party.

Paragraph and Section Headings. The paragraph and section headings contained herein are intended for convenience of reference only and shall not affect the interpretation of any such provisions.

Validity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired. In such event, the parties shall negotiate, in good faith, a substitute provision which most clearly reflects their original intent for entering into this Agreement.

Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision of this Agreement.

Force Majeure. If the performance of any obligation under this Agreement is interfered with by reason of any circumstances beyond the reasonable control of the party affected, including, without limitation, fire, explosion, power failure, acts of God, war, revolution, civil commotion, delays of the other party in the performance of any of its obligations hereunder, industry-wide parts shortages, acts of the public enemy, or any law, order, regulation, ordinance or requirement of any government or legal body, and labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts; then the party affected shall be excused from such performance for a period equal to the delay resulting from any such causes and such additional period as may be reasonably necessary to allow the party to resume its obligations, and the other party shall likewise be excused from performance of its obligations to the extent such party's obligations relate to the performance which was interfered with. The party so affected shall make reasonable efforts to remove such causes of nonperformance.

## **Eight (8) Week Club License Agreement**

Assignment. This Agreement is personal to Licensee. Licensee shall not transfer or assign, nor attempt to transfer or assign, this Agreement or any right or obligation hereunder.

Waiver. The waiver by either party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of said party's right to exercise the same or different rights in subsequent instances. All waivers must be in writing.

Entire Agreement / Amendment. This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter hereof, supersedes all prior or contemporaneous written or oral agreements concerning such subject matter and may not be amended, supplemented or otherwise changed, except by a document signed by both parties hereto. Each party to the Agreement acknowledges that no written or oral representations, inducements or promises have been made which are not embodied herein or in such acknowledgment. IT IS THE INTENTION AND DESIRE OF THE PARTIES THAT THE EXPRESS PROVISIONS OF THIS AGREEMENT NOT BE SUBJECT TO VARIATION BY IMPLIED COVENANTS OF ANY KIND.

Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which, when taken together, will be deemed to constitute one and the same instrument.

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# Eight (8) Week Club License Agreement

## Contact Information:

**Licensor:**

Ranwood Productions, Inc.  
DBA America's Lip Sync Star  
Attn: W. Randy Wood  
1611 So. Melrose Drive  
Suite A-361  
Vista, California 92081  
  
Phone: 858-336-6326  
Fax: 760-536-9010  
E-mail: info@americaslipsyncstar.com

**Licensee:**

Club Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
  
Cell Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_  
  
E-Mail: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

This Agreement shall be constructed and interpreted in accordance with the laws of the State of California. The parties further consent to the jurisdiction of and venue in the District Court, San Diego County, California in the event any claim or action is asserted for breach, or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

Licensor: <u>Ranwood Productions, Inc.</u> _____	Licensee: _____
By: _____	By: _____
Title: <u>CEO</u>	Title: _____
Date: _____, 2009	Date: _____, 2009

## **Eight (8) Week Club License Agreement**

### **EXHIBIT "A"**

#### **CONTEST RULES & REGULATIONS**

- 1)** Each contestant must be legally admitted into the host establishment.
- 2)** Each contestant may only compete in as many preliminary contests as he/she chooses, but only once per contest. First place winners may not compete in any of the remaining preliminary contests in any contest cycle.
- 3)** Contest winners earn the right to compete, at their own expense, to the next level of competition. In no case may any person compete in the next higher level of competition who has not earned the right to do so.
- 4)** For a person to compete, he/she must arrive at the host establishment at the designated time to enter. The host establishment may limit the number of performances - First come, first served.
- 5)** If a contestant qualifies performing a solo act, the contestant is not limited to performing a solo act in the next higher level of competition.
- 6)** Each performance must not exceed five minutes. If props are used, contestants are allowed two (2) minutes for setup and (2) minutes for tear-down. No fire acts are allowed (unless first authorized by the host establishment).
- 7)** Each contestant must supply a good quality CD recording for their performance.
- 8)** Each contestant or group must use microphones for all lip sync performances.
- 9)** Judging is based on the following four categories: A) Lip Sync Ability; B) Appearance; C) Use of Microphone; and D) Audience Response. Each category is given a score of one (1) to ten (10), with ten being the best. The decision of the judges is final. If for any reason judges are not used, an applause meter or other electronic voting device may be used to determine the winners.
- 10)** All contestants, parents, friends and coaches must display good sportsmanship and good manners at all events. Judges, staff and directors must be treated with respect at all times.
- 11)** The host establishment reserves the right to reject or refuse entry to the contest or their establishment to anyone that is detrimental to the high ideals and standards of the contest or host establishment.
- 12)** Violation of any Rules and Regulations described herein by any contestant shall be grounds for disqualification from that day's contest.
- 13)** This contest is only open to amateurs. Paid professional impersonators under contract may not enter and will be disqualified from competition.

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## EXHIBIT "B"

### **JUDGING CRITERIA**

Judging is based upon the following criteria: each category is given a one to ten score.

#### ***a) Lip Sync Ability:***

The ability to mouth the words of a song, performed in perfect synchronization as it is reproduced on a recording, creating the illusion that the person or group is actually performing the song on stage in concert. Precise synchronization between the sound and performer is critical. When a word or note is being sustained for a long period of time, the performer must exhibit, as part of his/her lip-syncing skills, the same amount of tension or energy which it takes to actually sing the song. Spoken words should be recognized.

#### ***b) Appearance:***

Originality of costume design and how well the costume, hair style and accessories match the look or actions of the original artist being recreated is paramount to the performance. The performer must use facial expressions, gestures and choreography which simulates the likeness of the original performer(s).

#### ***c) Use of Microphone:***

Management of the microphone is a very crucial component to the lip-syncing performance. The management of the microphones being used by all members of the act in a lip sync performance must be the same as if the performer(s) is actually singing into the microphone in a live performance.

#### ***d) Audience Response:***

Stimulate audience response, i.e. applause. If all of the above criteria are done properly, the audience should be attentive to the performance and show their enthusiasm by their applause.