


Dread House

Are you ready to be
terrified?



"Dread House"

APPLICATION PROCEDURES AND REQUIREMENTS

I. GENERAL DESCRIPTION

TOMORROW'S TALK STUDIOS, INC. ("Producer") is the producer of a reality-based television game program featuring contestants who participate in a series of contests, physical activities, and stunts (the "Program"). Through the attached Application to be a contestant (the "Application") and Participant Agreement, Producer is accepting submissions from applicants (each a "Participant") who they believe will be ready, willing and able to participate in the Program. In order to evaluate Participant to see if he is suitable for the Program, Producer seeks submission of the completed Full Application, a recent photograph of the Participant, and a video tape containing approximately three to five minutes of video of Participant (collectively "Materials").

II. PROCEDURES FOR CONSIDERATION

1. The Application and the Materials should be sent by the Participant to Tomorrow's Talk Studios using the pre-addressed envelope included with this application form.
2. Producer will review the Materials submitted on an ongoing basis. Each Participant may send the Materials in any manner (e.g. regular US mail, registered/return receipt US mail, Federal Express, or UPS). Those seeking confirmation of delivery of their Materials should send the Materials registered/certified US mail, return receipt requested. By submitting the Materials, the Participant understands and agrees (a) that Producer is making no guarantee that the Participant will be the subject of a Program episode, (b) that, subject to Paragraph III (6) below, they shall have conveyed to Producer a non-exclusive license to use the Materials in any manner Producer requires, and (c) that Producer is under no obligation to return the Materials to the Participant.

3. On all Materials submitted, the Participant must write their own full name, address and telephone number to enable Producer to identify the Participant in the Materials. The Participant should update Producer in writing at the address above with any changes to their contact information to facilitate potential contact from Producer.

4. All Materials submitted by the Participant become the exclusive property of Producer for use in and in connection with the Program (including all necessary copyrights and other intellectual property rights arising there from and including all distribution and exploitation rights therein necessary for Producer to exploit the Material as permitted hereunder). Materials will not be acknowledged or returned. By submitting the Materials, the Participant hereby grants Producer the right to destroy or otherwise dispose of any and/or all Materials, as well as to exhibit, distribute, publish, audio-visually record, reproduce and/or otherwise exploit the Materials and the Participant's story in whole or in part, alone or in combination with other material including, without limitation, the right to edit, alter, or modify said Materials and/or story and use the Participant's name, sobriquet, photograph, image, voice, performance, and/or other identifiable or biographical information (collectively "Likeness") in connection with the Program, in any medium whether now known or hereafter invented throughout the universe in perpetuity and for any purpose whatsoever including without limitation advertisements and commercial use, whether or not Participant is chosen to participate in the Program. Producer is not responsible for lost, damaged or misdirected Materials under any circumstances. Participants are advised to retain a copy of their Materials.

5. The application video must be submitted in VHS format; no other formats will be accepted or reviewed (no VHS-C, 8mm, or mini-DVs). Other formats must be converted to VHS before being submitted to Tomorrow's Talk. The Participant is responsible for all costs incurred in connection with creation of this video as well as mailing/faxing costs.

6. Participant must submit a completed and signed Full Application. If Producer does not receive such Application along with this Exhibit A, the proposed Participant will be terminated from further consideration/participation in the Program.

7. Only those Participants actually selected for possible participation in the Program will be contacted by Producer for telephone and/or in-person interviews, as determined by Producer in its sole discretion. If contacted, the Participant will be provided with additional information and procedures and requirements including without limitation information regarding potential time commitments and/or obligations regarding participation in the Program, and may be asked by Producer to provide additional information/material (which additional material shall be considered "Material" for the purposes hereof). All application procedures and requirements are subject to change, in Producer's sole and absolute discretion. All dates are subject to change at the sole

discretion of Producer. Submission of Materials does not guarantee contact from Producer or participation in the Program, and contact by Producer does not guarantee participation in the Program.

8. The decisions of Producer as to all matters concerning the Program, including without limitation the receipt, treatment and evaluation of the Materials and the selection of Any Participants to participate in the Program are subject to Producer's sole and absolute discretion, and are final and not subject to challenge or appeal for any reason. All Participants agree to be bound by these Application Procedures and Requirements as contained in this Exhibit A and the decisions of the Producer.

III. ELIGIBILITY REQUIREMENTS

1. All Participants must be United States residents 21 years of age or older.

2. Due to the extreme secrecy required for the Program, all participants must be single and live alone. All participants agree to hold any and all information about this application and the participant's involvement with it completely confidential.

3. All Participants must be in excellent mental and physical health and must consent to undergo physical and psychological examinations to be conducted by medical professionals selected by and paid for by Producer.

4. Participants must not currently be a candidate for public office and must agree not to become one for at least one year after the initial broadcast of all programs in which they appear, if selected as a player.

5. Participants must be willing and available to travel at their own expense to New York City, NY if chosen for follow-up interviews as scheduled by Producer.

6. If selected as a contestant on the show, participants must be willing and available to travel and reside at one or more undisclosed locations for a minimum of eight weeks as scheduled by Producer. Travel and living expenses incurred to be paid for by Producer. Contestants eliminated during the production of the show must remain with the show until all production is complete and they are released in writing by Producer.

7. Producer reserves the right to disqualify and/or exclude, in Producer's sole and absolute discretion the following persons: (a) any person employed or otherwise retained by TOMORROW'S TALK STUDIOS, INC., Dread House, Inc., and/or their parent, subsidiary, and/or affiliated companies (hereafter, collectively referred to as "Producer"); (b) any person involved in the development or production of the Program; and (c) any member of the immediate family or same household of any person so employed, retained, or involved.

8. Producer reserves the right to disqualify and/or exclude, in Producer's sole and absolute discretion, any Participant who may have

been convicted of a felony or other crime of moral turpitude or have such charges pending against them.

IV. SELECTION/CASTING

1. The Participants will be chosen by Producer, in Producer's sole and absolute discretion.
2. Producer reserves the right, to be exercised in its sole and absolute discretion, to cancel the selection process and/or the development and/or production of the Program (and any element thereof) for any reason at any time.
3. Producer reserves the right to disqualify and/or exclude, in Producer's sole and absolute discretion, any Participant at any time for any reason, including without limitation, any Participant's violation of any portion of these Application Procedures and Requirements, inability to participate in the Program in accordance with Producer's requirements, or for any act or omission that in any way interferes with Producer's production or exploitation of the Program, as determined by Producer in its sole and absolute discretion.
4. Producer reserves the right to change and/or amend these Application Procedures and Requirements and the structure and format of the Program at any time for any reason at Producer's sole and absolute discretion without notifying the Participant.

V. OTHER GUIDELINES

1. Each Participant must sign all consent forms, general releases and other authorizations in the form provided by Producer or be eliminated from further consideration/participation.
2. Each Participant may, at Producer's sole discretion, be subject to a background check and/or other testing or screening procedures.
3. If the Participant is selected to appear on the Program, the Participant will be required to furnish and/or execute additional documents, agreements, authorizations and/or releases (including without limitation, the Participant Agreement covering Participant's obligations in connection with the Program) that Producer shall determine in its sole discretion including, without limitation, authorizations to conduct background checks and documentation evidencing, without limitation, age and proof of legal residence. Failure to comply could lead to disqualification of the applicable Participant, as Producer's sole and absolute discretion.
4. Participant's involvement in illegal activities, use of illegal drugs or weapons, or any acts or omission which could interfere with Producer's production or exploitation of the Program may, in Producer's sole and absolute discretion, result in the termination of Participant's participation in the Program.
5. The Participant acknowledges that various time commitments may be required.

6. No change or waiver by Producer of any provision of any one of the provisions in these Application Procedures and Guidelines shall be deemed to change or waive any other provision of these Application Procedures and Guidelines.

7. All Materials submitted by the Participant must be solely the original work or exclusive property of the Participant, who hereby represents and warrants that it has the right to convey the rights therein granted to Producer in this Exhibit A. The Participant agrees to defend, indemnify and hold harmless Producer from and against any claims, damages or injury which may result as a result of Producer's use of the Materials as permitted hereunder.

8. All Materials submitted by Participant must be exclusive to Producer for use in the television industry; in other words, Producer must be the only person or entity to which the Participant has submitted the Materials for any purpose related to the production, distribution and/or exploitation of television programming.

9. The Participant represents and warrants that Producer's use of the Materials as permitted herein do not infringe on any third party's copyrighted material, trademark, or other intellectual property rights.

10. By submitting the Materials, each Participant agrees to release, discharge, indemnify, defend and hold harmless Producer, TOMORROW'S TALK STUDIOS, INC., Dread House, Inc., their respective parent, subsidiary and affiliated companies, licensees, and assigns, and their respective current, future, and former officers, directors, employees, attorneys, agents and representatives from and against any loss, claim, action, suit, judgment, damage, expense or liability including but not limited to those arising from or related to (i) any failure of Producer to receive or review the Materials; (ii) any injuries, losses, or damages of any kind caused by the Participant's participating in the selection process and/or being selected to continue with or disqualified from continuing in the selection process and/or the Program; (iii) any printing, typographical or technological errors in any materials prepared, published, delivered or distributed by Producer associated with the submission process, and (iv) the Participant's appearance in the Program or any program, advertisement or other publication or broadcast in connection with or related to the Program or any other publication, broadcast, use or exploitation of Participant's Likeness or the Materials submitted by the Participant or any portion thereof.

VI. VOLUNTARY PARTICIPATION



1. By signing and submitting this form, each Participant affirms their desire to voluntarily participate in interviews, auditions, and other activities (the "Activities") for Dread House (the "Program"). In connection with their participation in the Activities, each Participant acknowledges and agrees to the following:

- I am 21 years of age or older.

- I represent that I am single and live alone in a single person dwelling. I agree not to share my submission of this application and/or my participation in the Program with anyone else until such a time as notified by the Producer that such information is no longer confidential.
- I represent and warrant that I am in excellent health and have no medical, physical, or emotional conditions that might interfere with my engaging in the Activities.
- I represent and warrant that I am not under the influence of any medication, drugs, or other substance that might impair my physical and mental ability to engage in the Activities or that might impair my judgment while engaging in the Activities.
- I will follow all rules and directions made or given by the Producer in connection with the Activities.
- I acknowledge that the Producer has no obligation to me whatsoever, either to be selected to participate in the Activities or to include the Activities or my participation in the Activities in the Program. I understand that I will in no way be compensated, paid money, or given any other consideration for giving Producer the rights listed in this agreement or for signing this agreement.
- I affirm that my participation in the Activities is at my own risk and I release Producer, their respective parent, subsidiary and affiliated companies, licensees, and assigns, and their respective current, future, and former officers, directors, employees, attorneys, agents and representatives from and against any loss, claim, action, suit, judgment, damage, expense or liability, in any way arising out of or resulting from my participation in the Activities, including but not limited to, loss or damage to me, to anyone else or to any property, regardless of whether or not such injury, loss, or damage was caused by the negligence or willful misconduct of the Producer, or their respective officers, directors, agents, representatives or employees, or anyone else connected with the Program. I agree to defend and indemnify Producer, their respective parent, subsidiary and affiliated companies, licensees, and assigns, and their respective current, future, and former officers, directors, employees, attorneys, agents and representatives and all others connected to the Program, and hold them harmless from any and all liabilities, claims, actions, damages, expenses, and losses (including, without limitation, attorneys' fees) of any kind or nature whatsoever in any way caused by or arising out of my participation in the Activities.
- I understand it is a federal offense, unless disclosed to the Producer prior to broadcast, if any, to:
 - (a) Give or agree to give any member of the production staff or anyone associated in any manner with the Program, or any representative of Producer, any portion of my compensation or anything else of value to arrange my appearance on the Program.

(b) Accept or agree to accept anything of value to promote any product, service, or venture on the Program, or use any prepared material containing such a promotion where I know the writer received consideration for it.

I, the undersigned, have read and agree to the terms set forth in this application.

Applicant's Signature: Michael Cyphers
Date: 12/2/2002
Print Applicant's name: Michael Cyphers
E-mail Address: 
Mailing Address: 
Telephone number: _____
Best Time to Contact: Any Time