

By accessing and using this service, you accept and agree to be bound by the terms and conditions of this agreement. In addition, when using these services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the agreement, please do not use this service.

GENERAL TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE: *THIS PURCHASE IS LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE OF THIS DOCUMENT AND ANY ATTACHMENTS REFERENCED THEREIN. BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SELLER UNLESS AGREED TO IN WRITING BY THE PARTIES. ANY OTHER STATEMENT OR WRITING OF SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS.*

THIS PURCHASE IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY APPLICABLE WRITTEN AGREEMENT BETWEEN SELLER AND BUYER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS PURCHASE AND THE TERMS OF ANY SUCH WRITTEN AGREEMENT, THE TERMS OF THE WRITTEN AGREEMENT BETWEEN SELLER AND BUYER SHALL GOVERN AND CONTROL.

Term and Renewal

The America's Lip Sync Battle™ Event will be conducted as a one-day contest Event. Licensee shall pay to Licensor \$350.00 for the license rights granted, under the terms and conditions set forth herein.

Licensee has the option to renew this Agreement for additional one-day Event 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 end of the one-day event. In the event such renewal is not executed, this Agreement will terminate upon completion of the Event.

Licensee will have right to conduct the Event in their market area only for the term of this Agreement, and will terminate at the end of the one-day Event unless the option to renew is executed as described herein.

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

The Event

The Event will involve contestants mouthing the words to songs by popular recording artists. The grand final winner will qualify to participate as a contestant, at their own expense, at the next higher level of competition if any. The Event may also serve as a preliminary talent search to advance contestants to the television program currently in development.

The first place winner 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 grand finale. The 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.

Event Obligations

Licensors shall provide Licensee with a Zip File containing templates for the following contest materials for the Event:

1. Contestant Entry Forms/Liability Release Forms/Flyers
2. Promotional Table Tents and Posters
3. Contestant Line-Up Sheets
4. Master/Judges Score Sheets
5. Contest Information Forms
6. Detailed Training Manual

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 Event 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 Licensee's expense, the following: (a) a disc jockey; (b) a master of ceremonies; (c) an in-premise coordinator; (d) standard liability insurance; (e) payment of appropriate music license fees (BMI and ASCAP); and (f) prizes as specified herein.

Licensee agrees to present a check on stage to the charity director during the grand Finale in a ceremonial manner.

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

Licensee will be responsible for advertising the Event and agrees to utilize the advertising materials supplied by Licensors.

Licensee shall submit to Licensor at the end of the Event a written evaluation of the Event to include: (a) the number of contestants per contest; (b) attendance; (c) general comments about the Event; and (d) the original or copy 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 attorney's fees arising out of the performance of Licensee's obligations in this Agreement.

Licensee hereby releases Ranwood Productions, Inc., America's Lip Sync Battle, television production, producers third party co-production, television production, television station or broadcast partner that executes a long-form industry standard agreement to participate in the television show beyond the development stage.

Any television station, 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, Licensee's obligations in this Agreement, participation in the contestant selection process of the Program, any exploitation of the Program or the Licensee's 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 to 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 or email.

Use of Marks

Licensor grants to Licensee a limited right to use, only for the purpose of advertising and promoting the Event 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.

Licensor hereby agrees to use the America's Lip Sync Battle logo on all materials supplied by Licensor or any materials created by licensee for use during the Event. 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 Event 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 Event 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, videodisks, or internet.

By agreeing to 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 Event.

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.

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.

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.

Contact Information

Ranwood Productions, Inc.

America's Lip Star Battle

Attn: Wm. Randy Wood

864 Grand Avenue

Suite 879

Pacific Beach, California 92109

Phone: 858.336.6326

E-Mail: info@americaslipsyncbattle.com

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.

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/Thumb drive 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.

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.