



1351 Falling Star Avenue
Westlake Village, CA. 91362

Hollywood's Greatest Game Shows Agreement

AGREEMENT made this (Date) by and between Bob Eubanks Enterprises, Inc. o/b/o "Hollywood's Greatest Game Shows" (hereinafter referred to as "PRODUCER"), whose address is 1351 Falling Star Avenue, Westlake Village CA. 91362 and (CASINO/VENUE) (hereinafter referred to as "PURCHASER"), whose address is (Address).

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER, and the PRODUCER hereby agrees to furnish the entertainment and promotional presentation hereinafter described, upon all the terms and conditions herein set forth, including those on the pages hereof entitled Rider which is made part of this agreement.

Paragraph headings are inserted for convenience only, and are not to be used in interpreting this agreement.

1. THE PROMOTION

As used herein, the phrase "The Promotion" shall mean the name, approved designs, and visual representations associated with a known television and entertainment personality, packaged together for the express purpose of creating a marketing tool for the entitled, "Hollywood's Greatest Game Shows". The Promotion includes "Live" shows and other promotional elements, as described in Paragraph 3 of this agreement.

DATE OF LIVE SHOW INCLUDED WITH PROMOTION: _____

PLACE OF PROMOTION & LIVE SHOW: _____

LIVE SHOW TIME(S): _____

2. ADVERTISING TERM

The Advertising term shall commence at the discretion of the PURCHASER, but no earlier than final execution of agreement and expire at time of final Live Show. Live shows will take place on date listed above with all advertising and marketing of PROMOTION to terminate no later than following said live performance.

3. PROMOTIONAL ELEMENTS

PURCHASER will be provided the following promotional elements, for each promotion purchased:

3.1 Live Show

- Live Show(s) performed on the date(s) listed above at venue. Each Live Show features one (1) chance for an audience member to win \$100,000 per show. The cost of this insured prize premium is included in the cost of the contract and is the responsibility of Bob Eubanks Enterprises, Inc. Bob Eubanks Enterprises, Inc. has contracted with SCA Promotions, Inc. as the Insured Prize Vendor.
- PURCHASER must provide the production requirements, as outlined in attached Rider, to PRODUCER and assistants in order to ensure proper execution of the Live Show. Logistical details will be communicated to PURCHASER via PRODUCER.
- Pre-approved advertising artwork elements, to be used by PURCHASER in creating collateral materials (which must be submitted to PRODUCER for approval) in promoting the Live Show and The Promotion.
- Public Relations opportunities with show host (to be mutually agreed upon by PRODUCER, and PURCHASER).

4. THE PROMOTIONAL OBLIGATIONS

PURCHASER will use the promotional elements commencing on receipt of fully executed agreement and terminating following final LIVE SHOW.

PURCHASER recognizes the great value of the goodwill associated with the Promotion/Show, and acknowledges that The Promotion/Production and all rights therein and the goodwill pertaining thereto belong exclusively to PRODUCER, and that upon termination or expiration of the term must discontinue any and all use of the Promotional/Production Elements outlined in Paragraph 3. Any and all applicable state and/or federal gaming laws and regulations must be observed during the promotional/production period. PURCHASER shall be solely responsible for determining that the Promotion and this Agreement is not in violation of any federal, state and local law or regulations relevant to gaming and for compliance with all such applications in its administrative execution of The Promotion/Production and this Agreement.

The Promotional Elements include PURCHASER'S "players" playing to win tickets to the show.

5. GUARANTEE CONTRACT PRICE

FULL PRICE AGREED UPON \$_____ (in U.S. Dollars) plus prizing, rider expenses, ground transportation, six (6) hotel rooms as required for engagement, meals, plus any applicable taxes, and fees outlined in attached rider.

All monies due to PRODUCER to be paid by certified check or wire transfer payable to BOB EUBANKS ENTERPRISES, INC. All monies due on the night of the engagement shall be made by cashier's check or certified check, made payable to: Bob Eubanks Enterprises Federal ID # 95-2955903, and presented to PRODUCER no later than prior to performance. All payments shall be made in full without any deductions whatsoever.

6. TERMS OF PAYMENT

50% of total Cost (excluding taxes) due upon the signing of this contract (non-refundable if PURCHASER terminates this agreement); with Remaining balance of Contract price, in addition to any applicable taxes, to be paid no later than prior to first performance of Live Show.

7. ADVERTISING APPROVAL

Any and all advertising and/or merchandise components created and/or used in conjunction with The Promotion/Production, including but not limited to that which carries the name, logo or likeness of Host and PRODUCTION must be approved by PRODUCER prior to production. An Advertising Guidelines sheet will be provided by PRODUCER to PURCHASER to assist in this process.

8. FORCE MAJEURE

It is understood and agreed that PURCHASER shall pay PRODUCER full compensation in accordance with the contract, regardless of any "Act of God" situation affecting the performance of the engagement, providing the PRODUCER is present at venue and ready willing and able to perform.

9. CONTROL OF PRODUCTION

PRODUCER shall have the sole and exclusive control over the production and presentation of PRODUCER'S performance including but not limited to, the details, means, and methods of the "Live" show, the performing artists hereunder and PRODUCER shall have the sole right as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST specifically named.

10. INDEMNIFICATION

PURCHASER hereby indemnifies and holds PRODUCER, as well as their respective agents, representatives, principals, employees, performers, officers and directors harmless from and against any loss, damage or expense, including reasonable attorneys fees incurred or suffered by or threatened against PRODUCER or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, in which claim does not result from the active negligence of the PRODUCER

11. MODIFICATION OF CONTRACT

This agreement with attached rider constitutes the sole, complete and binding Agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument of an Addendum in writing signed by all parties. This Agreement shall be construed in accordance with the laws of the State of California. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement wherever derived shall be resolved in Los Angeles, CA in accordance with the laws of that state. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor is to make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER, by PURCHASER carrying out any of the provisions hereof, or otherwise.

Any controversy or claim arising out of or in relation to this agreement or the breach thereof may be settled at the election of PRODUCER by arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association, and judgment upon the awarded rendered by the arbitration may be entered in any court having jurisdiction thereof.

12. FIRST RIGHT OF REFUSAL

Upon acceptance of this agreement, PURCHASER is granted first right of refusal to Hollywood's Greatest Game Shows in their market place. First right of refusal must be confirmed or denied within sixty (60) days following live show.

The person executing this Agreement on PURCHASER'S behalf warrants his/her full authority to do so.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first witnessed below:

Bob Eubanks Enterprises, Inc.:

PURCHASER:

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

HOLLYWOOD'S GREATEST GAME SHOWS RIDER

This Rider attached hereto and made part of the contract dated (DATE) by and between BOB EUBANKS ENTERPRISES, INC. (hereinafter referred to as "PRODUCER") and (CASINO/VENUE) (hereinafter referred to as "PURCHASER").

Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

1. GROUND TRANSPORTATION

PURCHASER shall provide and pay for professionally driven ground transportation with licensed drivers (including gratuity for all drivers) to meet PRODUCERS entourage and staff at point of arrival and return to point of departure, also transfers to and from hotel and performance venue as required for engagement. PRODUCER'S representative will supply arrival and departure times. Kindly keep in mind professionally driven vehicle to be large enough to accommodate persons, luggage and gear.

If no professional drivers or cars are available PURCHASER agrees to reimburse ground transportation costs of ONE (1) rental car and ONE (1) luxury SUV for PRODUCERS transport as required for engagement. PRODUCER will make rental car reservations and will submit invoice, upon request, for reimbursement of both air and ground transport costs for remittance with final payment. If there are any questions please contact MANAGEMENT.

2. HOTEL ACCOMMODATIONS

PURCHASER shall provide and pay for hotel accommodations as required for engagement consisting of six (6) single/king rooms. Hotel accommodations are subject to PRODUCERS prior approval. Check-in date will be the day prior to the "Live" show date; checkout date will be the day after the "Live" show is completed. PRODUCER representative will confirm check in/out dates and provide a rooming list. Internet usage must be provided and paid for by PURCHASER in all hotel rooms for duration of stay.

Should travel or set-up necessitate, the accommodations shall be provided TWO (2) days prior to engagement and ONE (1) day after closing of said engagement.

Note: The hotel should be as close as possible to the venue. The hotel should be of first class quality and should have a restaurant. (Business Traveler hotels are acceptable.) The rooms should be the quietest the hotel has to offer. Should any of this be a problem or create issue please contact ARTIST MANAGEMENT.

3. MEALS

Meals must be provided for six (6) people. It is appreciated that meals not be of the fast-food variety. On-property restaurants and/or room service is acceptable; providing meals for consumption in the venue staff/employee cafeteria, or buffet are not acceptable. If your venue's policy is to provide per diems instead of meals, then such per diems cannot be less than **\$75.00 per person per day for duration of stay on property**. If a VIP line is available, cast and crew should have access to use the VIP line in restaurants, coffee shops, etc. All gratuities must be included with meal per diems and/or vouchers.

4. SECURITY

PURCHASER shall provide adequate security for the protection of the HOST, crew and equipment, including property maintained in the dressing/green rooms or off stage area. Security shall escort HOST to and from hotel room and/or dressing room to the performance venue and at any PR events and/or meet and greets. At a predetermined time PURCHASER shall provide at least (1) staff member to meet PRODUCER'S cast and crew and escort them to the backstage area thereby preventing any delays in security clearance. At no time shall the PRODUCER'S cast and/or crew be required to clear security by entering the front entrance of said venue. If required by PURCHASER, PRODUCER'S representative will provide a list of names for each member of our staff prior to our arrival.

5. NOISE INTERFERENCE

PURCHASER shall provide (1) performing area free of any outside audio disturbances; such as musical bands (unrelated to HGGs), Audio Systems, Television Systems, or noise making devices during any of Hollywood's Greatest Game Shows productions. Under no circumstances shall any alternative noise making devices; such as Rattles, Whistles, Clickers, or Kazzos, shall be used or distributed prior to or during any of Hollywood's Greatest Game Shows productions unless pre-approved in writing by HGGs Producers or its Representatives. Venue shall refrain from displaying any alternative content unrelated to HGGs on any device such as; Television Screens, Rear Projections Screens, Front Projection Screens, or monitors during any of Hollywood's Greatest Game Shows production unless pre-approved in writing by HGGs Producers or its Representatives.

6. MERCHANDISE/AUTOGRAPHS

PRODUCER'S representatives will have the option to sell merchandise before each show to guests. PURCHASER shall provide PRODUCER with a well lit secure area with one (1) table and two (2) chairs set up at the entrance of the showroom or just outside the showroom where HOST will sign photos supplied by PRODUCER at no cost to PURCHASER and HOST may also sell other merchandise items. This table shall be in such a position to be easily visible to the public using the main entrance.

7. DRESSING/GREEN ROOM/CATERING

PURCHASER shall provide PRODUCER and crew two (2) dressing rooms and a green room. Food must be provided (enough for six (6) people and arrive 1 hour prior to show time and refreshed in between shows (if applicable)). The following drinks shall be provided: Coke, Diet Coke, Sierra Mist, Root Beer, Water, Coffee, and Tea. The following suggested food items shall be provided: Appetizers (chicken fingers, finger sandwiches, Deli Tray, etc) and chips & salsa, fruit, veggies, chips & dip and assorted cookies.

8. VENUE

PURCHASER shall provide at the location of performance to the "Live Show" with a suitable stage, properly heated and air-conditioned, lighted, clean and in good order, ushers, and tickets, ticket sellers for advance or single sales. Stage shall be the size of at least 32'x32' and have a ceiling height minimum of 12' with stairs on and off stage right-left and stair access for audience on and off, along with adequate seating for audience. PURCHASER shall provide and ensure a stable theatrical grade staging platform for all Cast and Crew members within the venue of performance. Staging shall be free of any excessive debris, holes, cracks, or any other obstructions or defects that may prove to be hazardous to any/all Cast and Crew members.

PURCHASER agrees that there shall not be outdoor performances without the prior written approval of PRODUCER. If an outdoor performance is so approved by PRODUCER, PURCHASER agrees to provide and pay for a covered stage and if necessary a heating system to ensure that the temperature of the stage does not fall below 70 degrees Fahrenheit.

PURCHASER shall provide and ensure that a complete power (AC) distribution system with the adequate voltage and amperage to power a complete audio, video & lighting system. The lighting and audio system shall be on individual and separate circuits from each other and any other power use.

Note: Any adjustments or alteration to the lighting or power requirements to fit venue are to be requested and approved in writing by PRODUCER.

9. REHEARSAL

PURCHASER shall make venue and technicians available on the day of performance as required by PRODUCER as well as for setup/load in/rehearsal the day before, or as determined by PRODUCER.

10. TECHNICIANS

PURCHASER shall provide at PURCHASER'S sole cost and expense the following for the "Live Show" engagement hereunder all to be professional and competent with equipment:

- One (1) Audio Technician
- One (1) Lighting Technician
- One (1) Video Technician
- One (1) Stage Manager with crew; consisting of a minimum of (4) crew members for each of the following: load in, rehearsal, and load out
- Two (2) selected stage hands assigned as prop hands for all scheduled shows

11. EQUIPMENT/STAGE PROPS & REQUIREMENTS

PURCHASER shall provide the following:

- HOST prefers to work in front of a black backdrop to be positioned at the furthest upstage location
- Two (4) 8' long tables to be used for contestant table, prize table, prop table, and autograph table.
- Three (3) to Five (5) ushers
- Two (2) venue representatives to distribute prizes and/or vouchers after each segment of show
- Black Pipe and Drape to adequately cover all back stage equipment on both stage right and left from stage edge to opposing walls
- Note: All of the above items must be provided in a timely matter and available for both the rehearsal and shows.

12. SHIPPING/RECEIVING

Several shipments will arrive at venue prior to the show date. Please have your receiving department or warehouse hold on to all items received until the show day and have delivered to the show room prior to load-in and rehearsal. All items will be shipped to venue at the attention of venue representative and department. A detailed inventory of such shipments will be provided by PRODUCER. Such shipments will include but are not limited to the following:

- Production Road Case(s)
- Merchandise of Host
- Special Effects Equipment

13. PRIZING STRUCTURE FOR SHOWS

- Chance to win \$1,000,000 cash prize is optional. Insurance costs for (1) attempt is \$1,850 for \$1,000,000 cash prize must be paid by PURCHASER. Should contestant(s) win \$1,000,000 cash prize, an authorized representative of PURCHASER and any winner(s) of the \$1,000,000 prize must sign affidavits; said affidavits will be provided to PURCHASER at the conclusion of show(s). Final \$1,000,000 cash prize of a live game show must be recorded; such DVD/Data Card, etc to be provided to PRODUCER with signed Venue rep and signed winner(s) affidavits in order to claim the \$1,000,000 cash prize.
- Chance to win \$100,000 cash prize is provided by PRODUCER. Should contestant(s) win \$100,000 cash prize, an authorized representative of PURCHASER and any winner(s) of the \$100,000 prize must sign affidavits; said affidavits will be provided to PURCHASER at the conclusion of show(s). Final \$100,000 game of live game shows must be recorded; such DVD/Data Card, etc to be provided to PRODUCER with signed Venue rep and signed winner(s) affidavits in order to claim the \$100,000 prize.
- All additional prizes (Cash, Free Play, etc) for the shows are the sole responsibility of PURCHASER; **a suggested prizing structure will be provided to venue by PRODUCER'S representative.**

14. REPRODUCTION OF PERFORMANCE

PURCHASER Shall Not project live footage on to video screens or televisions during performance. Any recorded videotaping to be released after the show(s) to a representative of Bob Eubanks Enterprises, LLC.

15. COLLATERAL USE

PURCHASER will not permit the recording or broadcast, audio and / or visual of any performance(s) hereunder without the express prior written consent of PRODUCER except otherwise stipulated. The name or likeness of host or promotion may not be used or associated, directly or indirectly, with any product or service without the express written consent of PRODUCER.

16. IMAG USAGE

PURCHASER shall coordinate with PRODUCER should IMAG usage is desired.

17. SHOW TICKETS

All show tickets shall be of two-part with perforation. Both parts must include matching numbers for the purposes of selecting contestants during the show. Show ticket proof must be provided to and approved by PRODUCER prior to printing. PRODUCER has the right to at least 15 tickets per show to distribute at his/her discretion for their personal guests.

18. UNION

In the event of any local union charges, fee or dues in connection with any of the personnel or services furnished by PURCHASER, PURCHASER agrees to assume all cost in connection therewith.

TECHICAL RIDER

LIGHTING

PURCHASER is responsible to provide and pay for the following:

Control Board:

- DMX Controller 9 Channel or higher
- Programmer/Operator to follow HGGs written lighting cues (Written color cues provided by HGGs Representative prior to show)

Side Panel Lighting Units:

- (16) Total units - 8 lamp units per side (4) on stage floor (4) up mounted on box truss back side
- Elations - ELAR 108 Par RGB (or) Elations - DLED 64 Pro RGB - (Elations LED 36 NOT Acceptable)
- RGB(LED)Quad Color - (RGBW LED acceptable)(Tri Color minimum)
- Bulbs to be 3 watts or higher
- Shape-PAR 64
- 9 Channel or greater
- Dimming Capability
- (16) Blizzard Pixel Storm 240 color strips (or comparable) Placed on outside frame of box truss
- DMX Programmable
- Reference HGGs Stage Plot

Down Stage Lighting:

- (16) PAR wash lights (incandescent bulbs) Source 4 w/barn doors – NO RGBW Pars
- (8) Leko or JR Leko - (4) stage right - (4) stage left - dedicated "Specials" (See Stage Plot)
- (6) PR XL 250 or 750 Mover Spots rotating and gobo capabilities (See Stage Plot)
- (2) 4-8 blub Audience Blinders (Moles) located on down stage truss
- Fading capabilities provided for ALL stage wash and Lekos
- Down stage truss to be located 10' to 20' from stage front in house
- Cross Lighting required to help minimize wash and bounce on RP screen

House Lighting:

- House lights shall be set to sufficiently illuminate entire audience.
- House lighting levels shall be set at discretion of HGGs representatives.

AUDIO

SOUND EQUIPMENT

PURCHASER is responsible to provide and pay for the following:

- System overview – all sound equipment shall be “Pro Line” (i.e. Yamaha, Soundcraft, Midas etc.) All microphones are to be low impedance (i.e. Shure, Sennheiser, Sony etc.)
- House sound system – High definition system consisting of composite full range speaker cabinets, 3-way or 4-way, with electronic crossovers and one third octave equalizers located at the house mixing console. System must have the ability to cover the entire audience +/- 5db with clean smooth frequency response. System to be capable of 106 db at 175 feet from stage.

- Provision shall be made for house console to be located in the center of the house.
- House console – Should consist of adequate number of input channels (at least 8), w/ left-right panning, channel inserts, channel off switch, channel and output cues with a cue speaker or headphones for house engineer. Switchable monitor speaker to listen to all inputs and outputs.
- Stage monitors – (2) bi-amped side fills and three (2) low profile self-powered floor monitors.
- Microphones – (5) Wireless (i.e. SM-58 etc.), and (1) wired Mic placed on stage behind Gong.
- Communication - (2) Hand-Held 2-way radios with external microphone, Press to Talk, and (Secret Service type) ear bud inserts.
- Accessories – four (5) microphone stands, three (4) back stage. One (1) boom stand on stage at podium. Standard adapters to complete system.
- Audio Cables - Extensions (XLR 3 pin) for left/right HGGs Sound Board output to House input.

ELECTRICAL

ELECTRICAL EQUIPMENT and CIRCUIT REQUIREMENTS

PURCHASER is responsible to provide and pay for the following:

- (1) 110v 20 amp dedicated circuit outlet center stage behind rear projection screen
- (1) 110v 20 amp outlet **down stage** left and right corners
- (4) 110v 50ft extension cords w/ground
- (2) 110v 20 amp quad box outlets at F.O.H. at HGGs Control Table

PURCHASER shall provide and ensure that a complete power (AC) distribution system with the adequate voltage and amperage to power a complete audio, video & lighting system. The lighting and audio system shall be on individual and separate circuits from each other and any other power use. Note: Any adjustments or alteration to the lighting or power requirements to fit venue are to be requested and approved in writing by PRODUCER.

VIDEO

VIDEO EQUIPMENT

PURCHASER is responsible to pay for the rental expenses (never to exceed \$1,500) for the following provided by HGGs:

- (1) HD DLP Digital Projector (Min 10,000 Lumens) (16:9 ratio) w/ 0.77 lens.
- (1) 21' x 11' Rear Projection Screen

STAGING

PURCHASER is responsible to provide and pay for the following:

STAGE EQUIPMENT

- (4) Vertical 12" X 12" Box Truss 12' high
- (4) Horizontal 12" X 12" Box Truss 8' wide
- (4) Box Truss 12" x 12" corner sections
- (4) Aluminum 24" Truss Base Plates
- Black Skirting beneath Projection Screen to floor (at least 5' X 20")
- (100) Zip-Ties
- (4) Sandbags (20lbs each)

- (1) Step Ladder (14' or higher)
- (2) Rolls of Gaffers Tape (1-Black, 1-White)

CONTACTS

This Contract and/or Technical Rider may not be changed, modified, or altered without prior written approval by PRODUCER. Any and All questions relating to this Contract and/or Technical Rider shall be addressed to the following representatives:

Should any questions arise please do not hesitate to contact:

Management Contract & Logistics:

Bob Eubanks Enterprises

Bob & Trace Eubanks

Telephone: 805-886-4436

Email: bob@bobeubanks.com

Ex-Producer and Technical Supervisor:

Hollywood's Greatest Game Shows

Trace Eubanks

Telephone: 805-325-1513

Email: eubanksproductions@gmail.com

PRODUCER: Bob Eubanks Enterprises, Inc.

Signed: _____

Title: _____

Date: _____

PURCHASER:

Signed: _____

Title: _____

Date: _____