



APPARENT CHOICE
HOME IMPROVEMENT, INC.
**HOMETOWN
HOME MAKEOVER
CONTEST
2008**

Family Application 2008

Thank you for your interest in applying for Apparent Choice Home Improvement Inc.'s "Home Town – Home Makeover 2008." When deciding the winner of the contest, we look for families that are inspirational and deserving. In order to be considered you must complete this application and submit a video of your family as well as photographs. We understand that not everyone has a video camera. If you are unable to make a video, please let us know. But you must include recent pictures of your home and family.

- The following video formats **ARE** acceptable: DVD, MINI DVD, DV, VHS and MINI DVD. **Please note:** mini DVD'S must be '**FINALIZED**' from your video recorder before sent to us.
- Video Formats **NOT** acceptable: VHS-C, High 8

Please view all video before sending it to us.

Every application is reviewed, but please be aware that we receive thousands of applications each week and, while we understand that you may have questions about the process, we cannot follow up with every application. **IF WE ARE INTERESTED OR HAVE FURTHER QUESTIONS ABOUT YOUR FAMILY OR YOUR SITUATION, WE WILL CALL YOU. IT COULD BE SEVERAL MONTHS BEFORE YOU HEAR FROM US!**

Please know that anything you send to us will not be returned and becomes the property of Apparent Choice Home Improvement, Inc. so please do not send original house paperwork, sentimental items or sentimental photographs. Also, it might be a good idea to make a duplication of your video as a family keepsake since it will not be returned to you.

If you are nominating a family you know, please include their information throughout the application. There will be a separate spot on the application for your contact information. If you are nominating a family that you don't know (perhaps you read a news article about them), please just include the information that you do have and if we are interested, we will locate the.

THANK YOU AND GOOD LUCK!

PART 1) - FAMILY'S INFORMATION

*****PLEASE INCLUDE A FAMILY PHOTO
OF EVERYONE WHO LIVES IN THE HOME*****

Today's Date: _____

Family Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

County: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Pager: (____) _____

Work Phone: (____) _____ Fax: (____) _____

Cell Phone: (____) _____ E-Mail: _____

Marital Status: S / M / D / W If married, how many years? _____

List ALL members currently living in the household (Including Yourself):

Age Level	Name	DOB.	Relationship	Occupation/Education
1. _____	_____	__/__/__	_____	_____
2. _____	_____	__/__/__	_____	_____
3. _____	_____	__/__/__	_____	_____
4. _____	_____	__/__/__	_____	_____
5. _____	_____	__/__/__	_____	_____
6. _____	_____	__/__/__	_____	_____
7. _____	_____	__/__/__	_____	_____
8. _____	_____	__/__/__	_____	_____
9. _____	_____	__/__/__	_____	_____
10. _____	_____	__/__/__	_____	_____

Does everyone in your house hold have a valid passport? **Y / N**

Does anyone in the household have a myspace page, facebook, blog or website of any kind? Y / N

If YES please list all of the addresses:

_____	_____
_____	_____
_____	_____
_____	_____

Is there a video enclosed with your application? **Y / N**

Are there pictures enclosed with you application? **Y / N**

Household Income:

- _____ Under 15,000
- _____ 15,000 – 50,000
- _____ 50,000 – 75,000
- _____ 75,000 – 100,000
- _____ Over 100,000

Employer's name and phone number:

1. _____
2. _____
3. _____
4. _____
5. _____

Do you receive state aid for Foster Care, disability, adoption subsidy, or any other benefits of this kind? **Y / N**

If yes, how much and for whom?

Amount per month:	Recipient:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

IMPORTANT Have ANY members of your household ever been convicted of or been charged with a crime? (It could be as simple as a driving violation or as serious as armed robbery) be honest. We will find out sooner or later through our comprehensive background checks. **Y / N**

If yes, please describe (include dates):

Have you been or are you involved in a lawsuit? **Y / N**

If yes, please describe (include dates):

Date of judgment or settlement: _____

Amount of judgment or settlement: _____

Have any members of the household been on television? **Y / N**

If yes, please describe including dates:

Please describe what kind of volunteer work or community service your family has been involved in:

What are your family's proudest achievements / recognitions by the community?

If you could, how would you like to give back to the community? (New facilities, organizations, etc.) _____

Do you have any debt other than your home mortgage? Y / N

If yes, please describe: _____

Please list make, model and year of all cars owned by your household: _____

IF YOU ARE NOMINATING A FAMILY, PLEASE INCLUDE YOUR INFORMATION:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Pager: (____) _____

Work Phone: (____) _____ Fax: (____) _____

Cell Phone: (____) _____ E-Mail: _____

Relationship to the Family: _____

PART 3) - YOUR HOUSE AND NEIGHBORHOOD

Style of house: _____

Number of levels: _____

Total # of bedrooms: _____

Does your house have a basement or cellar? **Y / N**

Square footage of house: _____

Lot Size: _____

Total feet between your house & neighbors' house (on all sides):

How old is your house? _____ Years

Do you own your home? **Y / N**

Is the Deed to your home in your name alone? **Y / N**

If not, who's name is on the house deed? _____

How much do you owe on your home as of the date of this application?

Are you current with your mortgage payments? **Y / N**

If not, Why? _____

If you are selected will you be able to provide proof of insurance on your home?

Y / N

If not, why? _____

Do you own any other properties? **Y / N**

If yes, give address and type of property: _____

Are you running a business from your home? **Y / N**

If yes, please describe: _____

Do you have any liens on your home? **Y / N**

If yes, please describe who holds the lien and how much is owed:

If selected to participate, you may be filmed, videotaped and photographed, and your name, image and likeness may be used in or to publicize our company. By signing below, you waive any rights of privacy or publicity in connection with this production and certify that all information stated by you on this Application Form is true.

Signature

Date

Eligibility Requirement, Consent and Releases:

1. If selected as a participant you must execute all waivers and release agreements required by Apparent Choice Home Improvement, Inc.
2. This is a rolling application process; applicants can be contacted at any time in the future.
3. ***Applications will only be considered if they are complete. Complete applications consist of the following:***
 - Completed Application
 - Photos/videos of family and house

All materials you send (including videotape and photos) will be retained by and become the property of Apparent Choice Home Improvement, Inc., and will not be returned to you whether or not you are selected as a contestant. Any expenses you incur during the application process including postage, shipping, materials preparation (videotape, photos, etc.) are your sole responsibility. Apparent Choice Home Improvement, Inc. will not reimburse you for these expenses. Only one entry per person is allowed. All decisions of Apparent Choice Home Improvement, Inc. are final and absolute and not subject to inquiry.

Unfortunately, we will not be able to verify that we have received your application. Apparent Choice Home Improvement, Inc. is not responsible for lost applications.

HOW TO MAKE A FAMILY CONTEST VIDEO

Remember: Accepted video formats include: DVD, MINI DV, VHS, MINI DVD (that has been finalized from your camera). Please view video before shipping to us. As a back-up plan make yourself a copy in the event that your tape gets lost. No tapes will be returned to you.

Dear Family:

First off, you should relax and have fun with us! The main purpose of this video is for us to meet your family, see your house, and find out why you deserve a home makeover. **Please make sure that all members of the household are present for the taping and appear and speak on camera at least once. If you are not a current member of the household, the only time you should be on camera is if you are doing a nomination.**

Please know this tape could be used on television so make sure appearances are fit for TV! The colors white and red are not television-friendly colors, nor are tight check patterns or stripes. Logos on t-shirts should also be avoided. You should dress casual as if you were going out for a family dinner or nice lunch. Ladies, please take the time to put on light make up and look nice. This is the first impression you are making on the marketing department. For example, try not to wear sweat pants unless that's all you have.

The key is you want the folks at Apparent Choice Home Improvement Inc., to fall in love with your family and that means revealing all the layers. We want to see your bubbly fun personalities when you are saying hello and good-bye and giving us the tour. We want to see you speak from your heart even if it means being emotional when you tell us your story. We need to know what it is like for you and your family when times are tough and when the tough times make you strong.

Good Luck. We look forward to meeting your family!

SHOT LIST: (please make sure the following appear on your tape and it does not matter what order you tape it in)

You should know that the marketing department will edit your tape, so don't get nervous if you screw up, just keep talking, we can cut around it. IT IS OUR JOB TO MAKE YOU LOOK YOUR BEST!

Just give us the following elements:

1. Family Greeting Shot

Entire family that lives in the home stands outside of the front door of house for Family Introduction. (Ex: "Hi, Apparent Choice! We're the _____ Family"...big waves and smiles and lots of energy.) After that, each family member should say his or her FIRST names and ages. Make sure this is a tight, static shot where you put the lens on wide, yet get as close as you can. Please give us multiple takes of this. You can be as creative as you want to be with the family introductions.

(Lots of personality & really loud & fun)

2. Family Goodbye Shot

Family stands in same place as above and says "Goodbye Apparent Choice! Thanks for coming!" etc.

The key for these two shots is **enthusiasm**.

3. Tour of Home

Then invite us into your house and show us around. During this portion, there should always be someone in front of the camera giving a tour.

One person can do the main rooms in the house but **each person should give us a tour of their respective rooms. Outside shots are important, so please consider getting all angles of your home. Windows also need to be shown.**

- While you give the tour show us the most problematic areas AND include your family's story. Talk about how your life situation relates to your house and how having your home fixed would improve your life. It is important that you open up to us during the tour and give us a chance to get to know you. We are not only casting your house but your family!
- Don't forget to give us a tour of the outside of the house and yard including a 360 view from the front of your house. Its best if we have a sense of where your house is, what the property is like and how close you are to your neighbors so we can plan properly.

4. Interviews

- Sit down and talk to camera like an interview and tell us your story. Explain your situation, why you think you deserve a makeover. During this portion you want to be emotional, open up and ask for help. (If you are more comfortable alone, set your camera on a tripod and make sure you are in frame and then just talk to the camera.
- Why your family is unique (do they volunteer, etc)
- How you all have overcome adversity
- How much you all love each other
- How it would improve your lives if we make the house over
- Why do you all need a makeover NOW?
- Tell us why your kids/parents inspire you
- Tell us a short funny story about your family- (something that when you think back- it still makes you laugh)
- What is your biggest fear for your family as it relates to the condition of your current home

5. If someone else is nominating you, that person should also appear on camera and tell us why they are nominating you and tell us about why you deserve this, why you need this and how it will help your family if you get this.

BASIC CAMERA TIPS (Interview and Tour):

1. If you are the person operating the camera during the tour, please don't talk. Your job is to pay attention to holding the camera steady, lighting, sound, etc.
2. Camera angles are important. Please make sure there isn't a large amount of space between the tops of heads and the top of the screen (we call this "head space").
3. During an interview, if you are asking questions to prompt the person talking on camera, don't talk over them and ask them to repeat the question in the answer. If you are not on camera, your voice will be cut out.
4. DON'T use the zoom feature. Keep the lens on wide and move your body if you need to get closer to something.
5. Keep your movements slow and steady, the lens can't move as fast as your eye.
6. If you are the one operating the camera and the subject (person giving the tour) is talking, **KEEP THE CAMERA ON THEM.** You can always give us a nice slow pan of the room before you move on.
7. Use auto focus and pay attention to how much light is in the room.
8. If its daytime, don't stand in front of a window without blinds, you will appear backlit and just look like a shadow. Close the blinds and turn on all the lights.
9. Please turn off TV and Radio in the background and make sure that people who aren't on camera are not talking. That goes for noisy pets, no matter how cute they may be!
10. If you don't have a tripod, consider setting the camera on a table or something that the camera can sit on. Some have used phone books piled up on a table to get good height.
11. Please don't chew gum.
12. Make sure the Time/ Date stamp is off so it doesn't show up on the video.
13. If you are being interviewed, please don't sit in a rocking and / or swivel chair. Also, be mindful of fidgeting while you are talking to camera.

Eligibility Requirement, Consents and Releases:

1. If selected as a participant you must execute all waivers and release agreements required by Apparent Choice Home Improvement Inc.
2. This is a rolling application process; applicants can be contacted at any time in the future.
3. **Applications will only be considered if they are complete. Complete applications consist of the following:**
 - **Completed Application**
 - **Photos/videos of family and house**

All materials you send (including videotape and photos) will be retained by Apparent Choice Home Improvement Inc. and become the property of Apparent Choice Home Improvement Inc. and will not be returned to you whether or not you are selected as a contestant. Any expenses you incur during the application process including postage, shipping, materials preparation (videotape, photos, etc.) are your sole responsibility. Apparent Choice Home Improvement Inc. will not reimburse you for these expenses. Only one entry per person is allowed. All decisions of Apparent Choice Home Improvement Inc. are final and absolute and not subject to inquiry. Unfortunately, we will not be able to verify that we have received your application. Apparent Choice Home Improvement Inc. is not responsible for lost applications.

APPLICATION RELEASE AGREEMENT

I, the adult applicant listed above, in connection with my application to be considered to participate in the **Apparent Choice Home Improvement Inc. "Home Town – Home Makeover Contest."**, represent and warrant that the answers provided by me to the foregoing application questions are true, complete and correct, that I have completed this application honestly and accurately, and I understand, acknowledge and agree that if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal of myself and any other persons applying to participate with me (including minor children) from the participant selection process and/or from the contest. If I am a head of my household and authorized to grant permission to enter upon the premises of my home, I further agree to sign the attached "Location Agreement" authorizing the contest producers to videotape at my home in the event they elect to do so in connection with my application and the participant selection process.

In addition, each of the undersigned (including the adult applicant and any minor children) agrees as follows:

I acknowledge that the contest producers may or may not select me for further consideration to be part of the contest in their sole and absolute discretion. I acknowledge that if I am selected for further consideration, I will be required to complete and sign additional application materials, release forms and other documents. I acknowledge that if I am selected as a potential participant, I may also be required to submit to medical and other tests and a background check in order for the producers to consider me as a Contest participant. The producers may use the information in this form for any purpose in their sole discretion, including making such information public as part of the contest or otherwise.

By signing below, in connection with my application to participate in the Contest, I hereby acknowledge, represent and warrant that: (i) **Apparent Choice Home Improvement Inc.** ("Producer") has no obligation to interview me, and/or select me as a participant, and may choose participants in its sole and absolute discretion; (ii) I am not an employee, officer, or director of Producer, **Apparent Choice Home Improvement Inc.**, or any of their respective affiliates, subsidiaries, consultants, contractors, advertising, public relations, promotion, fulfillment, and marketing agencies, nor is any member of my immediate family (parent, child, sibling, or spouse) or a person living in the same household as me (whether related or not) an employee, officer or director of any of the foregoing listed entities (or, if the foregoing is not true, I have listed here all persons who are employees of the foregoing entities and the names of their employers: _____);

_____); (iii) I agree to keep strictly confidential all

information about the Contest that I acquire during the participant selection process and/or my participation in the Contest; (iv) my name, voice, actions, and likeness will be recorded on audiotape, videotape or otherwise as a part of this application and participant selection process, and I understand that regardless of whether I am actually selected to participate in the Contest, Network, Producer and their successors, assigns and licensees may, but are in no way obligated to, actually use such recordings and the contents of this application within or in connection with the Contest, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner, in any and all media now known or hereafter devised, worldwide in perpetuity, and I hereby authorize them to do so; (v) even if I am selected as a participant, Network and Producer have no obligation to broadcast or exploit the Program; (vi) all decisions by Network and Producer concerning selection of participants and all other matters relating to the Program are final and not subject to challenge or appeal; and (vii) Network and Producer have no obligation to return any materials submitted by me (including without limitation this application, any documents, photographs and videotapes submitted by me) as part of the participant selection process whether or not I am selected as a participant, and Network and Producer may, but are in no way obligated to, use any such materials in and in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner.

By submitting this application, I hereby consent to the recording, use and reuse by **Apparent Choice Home Improvement Inc.**, and any of their respective licensees, assignees, parents, subsidiaries, or affiliated entities and each of their respective employees, contractors, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in or derived from my application(s) to be a participant in the Program, including, without limitation, any photos or videotapes submitted by me, editorial comments made by me or about me, and any audio, video or other recordings or still pictures of me taken during the participant selection process or contained in any materials or documents submitted by me in connection with my application (collectively "Likeness") as such may be edited, altered, or modified by **Apparent Choice Home Improvement Inc.** or any of the Releasees in their sole discretion, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner. I agree that the Releasees may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any recordings made by any of the Releasees as well as any video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with the contest (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any manner and in any and all media now known or hereafter devised worldwide, in perpetuity. I grant the rights hereunder whether or not I am selected to participate in the Contest in any manner whatsoever. I release, hold harmless, and indemnify Releasees from any and all liability arising out of their recording or use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity).

By signing this application, to the maximum extent permitted by law, I hereby release, hold harmless and indemnify **Apparent Choice Home Improvement Inc.** and all other Releasees, and any television station or channel, cable network, or satellite network that exhibits the Contest, the other participants in the Contest, the advertisers connected with the Contest, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with or engaged in connection with the Contest, and each of their respective officers, directors, agents, representatives, employees, contractors, successors, assignees, and licensees (herein the "Released Parties") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my application for or participation on or in connection with the Contest,

including, without limitation, my participation in the participant selection process of the Contest, any exploitation of the Contest or my appearance on the Contest, the failure of Network and/or Producer to select me as a participant, the cancellation of the Program, any use of my Likeness or the Material, the entry onto my residential property or into my home by Producer, or the use by Producer of my residential property and home and contents thereof, in connection with the Program, or the exercise by Network and/or Producer of any rights granted by me hereunder, on any legal theory whatsoever (including, but not limited to, personal injury, property damage, rights of privacy and publicity, false light, or defamation) (collectively 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.

I understand that neither I nor anyone else will be paid for my granting the above rights, or for my signing this agreement. My participation in the casting process for the Program, and in the Program itself, do not constitute a performance and will not entitle me to wages, salary, or other compensation. I agree and acknowledge that no one (including Producer or the Network) has asked me for any money or other consideration to be considered for participation in the Program. I authorize Network and Producer to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other document that I have signed or do sign in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith, and hereby waive all rights of privacy or confidentiality that I might otherwise have in such information. I acknowledge and agree that any such information obtained by Network and/or Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program, and may be described or otherwise related in and in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, and merchandising, and in any other manner.

I have read and fully understand this release form, and I agree to abide by and be bound by them and by any eligibility requirements determined by Producer in its sole discretion. I acknowledge that in order to participate in the Program, I will be required to complete and sign such additional documents as Producer may require, including without limitation an Applicant Agreement and Release, prior to participating.

I HEREBY CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE AND IN THIS APPLICATION IS TRUE AND COMPLETE. I UNDERSTAND THAT ANY FALSE STATEMENT OR MATERIAL OMISSION BY ME MAY LEAD TO MY DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST AND/OR THE PARTICIPANT SELECTION PROCESS FOR THE CONTEST.

ADULT APPLICANT'S Signature: _____

Date: _____

PRINT NAME _____

Home Address _____

City/State _____ **Zip** _____

Telephone Number _____

Signature of MINOR CHILD: _____

Date: _____

PRINT NAME _____

Home Address _____

City/State _____ **Zip** _____

Telephone Number _____

Signature of MINOR CHILD: _____

Date: _____

PRINT NAME _____

Home Address _____

City/State _____ **Zip** _____

Telephone Number _____

Consent of Parent or Guardian

[To be signed if any persons signing the above Release Agreement are under the age of 18 (i.e., minor children)]

I acknowledge that I have read the foregoing Release and am familiar with each and all of the terms, covenants and conditions contained therein, I am satisfied that said Release is fair and equitable, and I hereby give my express consent to the execution thereof by my minor child(ren) listed above, and will not revoke my consent thereto at any time hereafter.

Parent or Guardian

APPARENT CHOICE HOME IMPROVEMENTS INC.,

LOCATION AGREEMENT – TO BE FILLED OUT BY HEAD OF HOUSEHOLD

Dated: _____

(herein called "Owner") please fill in adult applicant name here

hereby grants to APPARENT CHOICE HOME IMPROVEMENT INC., (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the property located at:

_____ ("Property") please fill in your home address/city/state/zip for the purpose of photographing and recording certain interviews and a house tour and other scenes in connection with Owner's application to be a participant in the CONTEST presently entitled "APPARENT CHOICE HOME IMPROVEMENT INC., HOME TOWN- HOME MAKEOVER CONTEST commencing on a date mutually agreed between Company and Owner and continuing until completion of all scenes and work required. Company may place all necessary facilities and equipment, including temporary sets on the Property, and agrees to remove the same after completion of work. Signs on the Property may, but need not, be removed or changed, but, if removed or changed by Company, must be replaced.

Company shall have the right to photograph, record and use in any manner whatsoever any name connected with the Property and any signs located thereon and any logos and verbiage contained on such signs in connection with or as part of the Program and the right to refer to the Property by any real or fictitious name and the right to refer to any real or fictitious events as having occurred on the Property. Company shall have the right to reproduce, exhibit, advertise, and exploit and license others to reproduce, exhibit, advertise, and exploit all of the photographs and recordings made hereunder in connection with the Program in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity, including, without limitation, the right to use or authorize the use of any portion(s) of the Program containing the photographs and recordings made hereunder in other motion pictures. Company shall be the sole owner of all right, title and interest in and to the Program and any photographs and recordings hereunder, and neither Owner nor any tenant, or other party now or hereafter having an interest in the Property, shall have any right of action against Company or any other party arising out of any use of said photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Company shall have the foregoing rights regardless of whether Owner is chosen to participate in the Program.

Owner agrees to release, indemnify and hold harmless Company from and against any and all losses, liabilities, damages, expenses and claims (including reasonable attorney's fees) of Owner or any third party arising from Company's entry onto the Property and/or activities as authorized in this agreement, including without limitation property damage and personal injury claims.

Owner's sole remedy for any breach or alleged breach by Company of this agreement shall be an action at law to recover such damages as may have been actually suffered by Owner as a result thereof and will not have the right to terminate or rescind this Agreement or to enjoin the distribution, advertising or exploitation of the Program, and

Company is not obligated to actually use the premises or produce the Program or include material shot hereunder in the Program. Company may at any time elect not to use the premises by giving Owner written notice of such election, in which case neither party shall have any obligation hereunder.

I understand that the above release is a material inducement for Company to consider me for participation in the Program, and that Company may rely on this release.

Company may assign its rights hereunder in whole or in part to any person, firm or corporation and this

Agreement may be assigned by any assignee thereof; provided, however, that Company shall remain secondarily liable hereunder unless such assignment is to any "major" or "mini-major" studio (as those terms are commonly understood in the entertainment industry) or to any other similar financially responsible party which assumes all of Company's obligations hereunder in writing, in which case,

Company shall have no further liability hereunder. This Agreement and Owner's rights and obligations hereunder are not assignable by Owner and any purported assignment thereof will be null and void from the making thereof.

Owner hereby warrants that Owner has the right and authority to make and enter into this Agreement and to grant Company the rights set forth herein. Owner hereby agrees to indemnify Company from and against any and all losses, liabilities, damages, expenses and claims (including reasonable attorney's fees) as a result of any breach of said representations and warranties or agreements made by Owner in this agreement.

This is the entire agreement. No other authorization is necessary to enable Company to use the Property for the purpose herein contemplated.

This agreement supersedes and replaces all previous agreements for use of these premises as set forth herein. Owner acknowledges that in the event Owner is chosen to participate in the Program, then Company shall require the premises for additional use in connection with the Program, and Owner shall permit Company to re-enter upon and again utilize the premises for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold. Owner acknowledges that if Owner is chosen to participate, (i) Owner will be required to sign a new agreement

("New Agreement") pursuant to which Company shall be granted additional rights to enter onto the premises, record scenes for the Program, and engage in home renovations to be described more fully in such New

Agreement; and (ii) such New Agreement will require Owner to release and waive all rights to sue Company and other released parties in connection with any and all claims of any nature relating to the Program and

Owner's participation therein, including without limitation claims arising from any renovations performed to the premises.

ACCEPTED:

APPARENT CHOICE HOME IMPROVEMENT INC.,
("Company") ("Owner")

By: Print Name

Its:

Address:

Phone: