## **Program Services Agreement**

DPC, Inc. will manage\_

(hereby known as the participant), in his/her media (TV, film, radio, Internet, stage) appearance. These services will be chosen in accordance with the program set forth by DPC,  $Inc._{\odot}$  as well as those contracted for by the participant.

## Before:

- □ -professional photography session, with digital copies of photos for contestant's personal us as well as work done by DPC, Inc.<sub>®</sub>.
- □ -personalized consultation designed to develop the show business and strategic skills needed. This would include such things as videotape review of shows and behind-the-scenes work done by DPC, Inc.<sub>☉</sub>.
- \$100.00 per hour\* (minimum 1 hour, and rounded to the greater hour), in addition to
  % of the participant's gross cash and prize earnings.
- □ \$50.00 one-time administration fee in addition to <u>25</u>% of the participant's gross cash and prize earnings.
- $\sqrt{10}$  no hourly fee (minimum 1 hour, and maximum of three hours), in addition to 10% of the participant's gross cash and prize earnings [over \$1,000 only].

\*The hourly fee is payable at the time of service. The gross cash/prize percentage is payable at the time of settlement from the show's accounting department (usually within 90 days). A 10% reduction of the total cash percentage fee is offered for performer payments made within one week from taping.

During: This portion of DPC, Inc. program and its contracted fee is standard.

- -Accompaniment and personal assistance, including travel to the audition and appearance.
- □ The \$50.00 retainer: □ Seminar, Class or Group
- □ The \$175.00 retainer: □ Standard Services
- □ The \$350.00 retainer: □ Standard Services
- □ The \$700.00 retainer: □ Website creation, design and editing □ Photography Session
- $\sqrt{}$  The \$900 retainer:  $\Box$  Business, corporation, or organization
- □ The \$1,800 retainer: □ Business, corporation, or organization

This deposited fee is non-refundable to the participant. When he/she does appear on air, all fees previously agreed upon will be credited to participant earnings whereby the retainer is <u>equal</u> to <u>or lesser</u> than the agreed upon (see attachments) earnings percentage fee.

<u>After</u>: This portion of the DPC, Inc. program and its contracted fee is optional and offered unless participant chooses to decline.

 $\checkmark$  -Publication of press releases and direct mailings; these are designed to help the contestant publicize and promote: themselves, career, product or their personal message to a national television and a local audience.

## After: (con't)

- $\checkmark~$  -Negotiations on "buy backs" (the conversion of gifts for cash--they are seldom an equal exchange) as well as the sale of gifts for cash.
- Example: A show might compensate you with a prize [like a car or trip]; however, they won't allow you, normally, to exchange your prize for cash. We, however, are normally able to broker an exchange, for you, for the maximum cash value of the prize(s).
- $\sqrt{50.00}$  per hour (min. 1 hour--max. 3 hours and rounded to the greater hour). If you agree for us to broker an exchange; this is an added service to the agreed percentage.

 $\checkmark~$  -Further exposure and earnings as a representative of DPC, Inc.\_ for personal appearances, television, radio, the Internet and live programs.

- Example: If you appear on Show A, producers from other shows, Show B, will contact Show A. Show A will then contact us [not you] inquiring about your appearing on these other shows. In which case, by agreeing here, you give us permission to accept that call(s) and manage or arrange your next opportunity or appearance.
- √ Agreement by participant; and by DPC, Inc.<sub>◎</sub> that the term of this deal be <u>1-year</u>, from the date of signing. This agreement is non-exclusive [participant may sign with other agencies, managers, producers etc.] However, on opportunities directly related to our work or follow-up opportunities [as outlined above]; participant shall honor this agreement and our compensation be made payable to DPC, Inc.<sub>◎</sub> by participant.

In witness whereof, the parties: DPC, Inc.<sub>®</sub> (or representative)

and the participant: (name) \_\_\_\_\_ (signature) \_\_\_\_\_

Dated: \_\_\_\_\_

Confidentially agreement: All information offered by DPC, Inc.<sup>®</sup> shall be held in confidence by the participant. Any violation of this agreement will be a cause for legal and civil action.