

PETFINDER

Application Form

Please send Applications to: **3 Ball Productions, LLC**
Attn: Dana Tomsic
1600 Rosecrans Ave
Manhattan Beach, CA 90266
E-mail: petfindercasting@yahoo.com
Casting hotline: (310) 727-3387

Part 1: General Info about ["Pet Finder"]

_____ People will be chosen to participate, star in, and be filmed in the production of an episodic television program ("Series") about adopting pets. The Series is to be produced by BONGO, INC ("Producer") for Discovery Communications, LLC. ("DCI"). Producer will select the participants to be featured as part of the Series in its discretion.

Eligibility Requirements:

- You must be at least 21 years old.
- You must be a legal U.S. resident.
- You must not be a candidate for elected public office and if selected as a participant, will not become a candidate for elected public office until 12 months after the initial broadcast of the last episode of the Series in which you appear.
- You must never have been convicted of a felony and have never had a restraining order or other injunctive relief entered against you. There must not be any outstanding criminal warrants against you.
- You must be willing to submit medical information to the production and submit to a medical examination, psychological examination, and background check.
- Neither you, nor any of your immediate family members (spouse, ex-spouse, parents, siblings, children, regardless of where they live) and household members (whether related or not) may be or know any employees, officers, directors, representatives or agents of Producer, DCI, known sponsors of the Series or their advertising agencies, any cable service provider of DCI programming, and/or any of their respective parent, subsidiary, or affiliated companies, licensees, partners or assigns.

The Application Process:

To be chosen to participate in an episode of the Series, you will need to fill out an application and send in videotape. The main purpose of the video and application is for us to meet you and your family, and to find out about your lifestyle and why you deserve to be on an episode of the Series. The more you tell us, the better!

For the Video:

- The Casting Producer will be screening these tapes, feel free to address them in your video, tell them your story and why they should choose you.
- Are you single, married or do you have kids?
- What is your family dynamic?
- What would having a pet, whether additional or new mean to you or your family?
- Be yourself; let your personality shine through!
- Please know this tape could be used on television, so make sure appearances are fit for TV!
- Be creative, have fun!

For the application:

- Take the time to answer questions on the application completely and thoroughly.
- Don't be limited by the space allotted on the application! Feel free to continue your answers on a separate sheet if needed.

Your next steps are:

- Carefully, read fill out and sign this application with the Terms and Conditions, Waiver and Release of Liability (one per applicant, please).
- Send us a 10-minute videotape, in which you tell us why you should be picked for Pet finder. Producer will only consider tapes up to 10 minutes in length (VHS, MiniDV, and DVD). Any and all materials submitted to 3Ball Productions and/or the Producer as part of this application shall become the property of Producer and shall not be returned. The tape may be used as part of the Series or as part of the promotion of the Series.
- Postmark deadline for application materials is June 16 2007. Producer reserve the right to extend this deadline at their sole discretion and to change the application in parts or in its entirety.
- Again, limit is one application per applicant.

Part 2: Application

Your First Name:

Last Name:

Nickname(s):

Address:

City:

State:

Zip:

Phone Number (home):

(work):

Fax Number:

Cell Phone Number:

E-mail:

Social Security Number (will be kept confidential):

Date of Birth:

Occupation:

Marital status:

BOYFRIEND or GIRLFRIEND

How long? _____

MARRIED

How long? _____

NOT MARRIED, BUT LIVING WITH SIGNIFICANT OTHER How long? _____

SEPARATED

How long? _____

DIVORCED

How long? _____

WIDOWED

How long? _____

Number of children:

Names and Ages of Children:

Spouse's name and telephone number:

Best friend's name, address and telephone number:

Person we should contact in case of an emergency? Name and telephone number:

Are you currently taking medication? Yes (if yes, please list) No

Do you have ongoing health problem? Yes (if yes, please list) No

Do you currently or did you in the past use any drugs, alcohol or are you having any kind of addiction?

Yes (if yes, please list) No

Have you ever been charged with a felony or misdemeanor, other than minor traffic or parking violations?

Yes (if yes, please list) No

Have you ever had a restraining order entered against you or have you been involved in any type of litigation?

Yes (if yes, please list) No

Have you appeared on television before? If so when and what shows?

Do you belong to any affiliations or organizations?

What are your favorite activities?

Do you currently have any pets? If so, Explain:

What would it mean to you if you were chosen to adopt a pet from Pet finder?

What kind of pet(s) would you adopt?

What is your primary motivation for applying for the Series? (i.e., why do you want a pet?)

What is your current living and lifestyle environment (i.e. job, living space, disability) that would make adopting a pet a necessity?

Is there a pet you have always wanted? Why? :

How would owning and caring for a new animal help/change your life?

What pet do you believe is the right one for you/family in your current life?

What has held you back from adopting a pet?

Do your friends and family agree on your pet?

Do you have any allergies?

If you were chosen, who would be involved in the process with you (i.e., - wife, husband, parents, kids, friends, siblings, etc.)?

How do most people describe you?

Part 3: Terms and Conditions, Waiver and Release of Liability

- **By submitting an application, each applicant agrees to release, discharge, indemnify and hold harmless DCI, Producer, known sponsors of the Series or their advertising agencies, any cable service provider of DCI programming, and/or any of their respective employees, officers, directors, representatives, agents, parent, subsidiary, or affiliated companies, licensees, partners or assigns from any and all claims and damages arising out of his/her participation in the application process or the Series itself.**

Applications will only be considered if they are complete. Complete applications consist of the following:

- Completed application form (including all of the questions answered and the fully executed Terms and Conditions, Waiver and Release of Liability).
- Ten-minute videotape labeled clearly with your name, address and contact numbers.
- A recent (not older than 6 months, please) photo, stapled to the application form.
- Photocopy of current Driver's License.
- Social Security Number.

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By signing this application, applicant confirms that he/she is willing to:

- a. Be ready and available to be accepted as a participant and, if selected as a participant, to travel without any prior notice as determined by the Producer and DCI at their sole discretion.
- b. Abide by all applicable U.S. and state laws during the application process and, if selected, during the period in which the Pet finder episodes of the Series are being taped.
- c. Upon signing release forms as may be required by Producer that applicant is aware that all activities in the Series may expose applicant to significant risks and hazards, including death, serious injury, illness and property damage caused by the participation in the Series. Applicant does hereby agree to release, discharge, indemnify and hold harmless Producer, DCI, , known sponsors of the Series or their advertising agencies, any cable service provider of DCI

programming, and/or any of their respective employees, officers, directors, representatives, agents, parent, subsidiary, or affiliated companies, licensees, partners or assigns from any and all claims and damages arising out of applicant's participation in the application process or the Series, if applicant injures himself/herself or a third party, or if applicant or a third party suffer any property damage.

- d. Applicant agrees that applicant's name; voice and likeness may be used in perpetuity as part of the Series or any other program of Producer or DCI, or as part of the advertising, publicity and promotion for the Series, in any and all media now known or hereafter devised.
- e. Applicants must agree to receive all medical exams and immunizations that Producer deem necessary and/or medically appropriate. Applicants must be willing to participate in the Series without any interruption during any time of the year, regardless of personal or religious practices.
- f. Applicant shall be required to sign these Terms and Conditions, Waiver and Release of Liability. If applicant is selected to participate, before applicant can participate in any manner whatsoever with respect to the Series, applicant shall be required to re-execute this document (as amended, if required by Producer at their sole discretion), and to sign a Participant's Release and a Confidentiality Agreement and any other documents that Producer deem necessary for applicant to participate in the Series (all of which will be furnished to the applicant after being told by Producer that his/her application has been approved). In addition, as part of these Terms and Conditions, Waiver and Release of Liability, applicant must agree among other things, to assume the risk of any and all injury, illness, death, damage, loss, or harm to applicant or applicant's property, howsoever caused, resulting from or arising out of the selection of applicant, applicant's participation in the Series, and/or the production and/or exploitation of the Series. By agreeing to the terms of the Confidentiality Agreement, applicant will be required to, among other things, treat all information and material received or acquired in connection with applicant's participation in the selection process and Series (if selected), including, without limitation, the progress, results and outcome of the pet adoption as strictly confidential and shall be strictly required to not disclose any such information to any third party. Without limiting Producer's right to obtain other relief from applicant, any breach of the Confidentiality Agreement will subject applicant to substantial liquidated damages in accordance with the terms of the Confidentiality Agreement.
- g. If applicant is selected, applicant agrees to authorize Producer to conduct a thorough investigation into applicant's background and personal history (including, without limitation, applicant's medical and psychological history).
- h. Applicant must not now be a candidate for public office and must agree not to become one until 12 months after initial broadcast of all episodes of the Series in which applicant appears, if selected as a participant.
- i. Employees, officers, directors, representatives and agents of Producer, DCI, known sponsors of the Series or their advertising agencies, any cable service provider of DCI programming, and/or any of their respective parent, subsidiary, or affiliated companies, licensees, partners or assigns and the immediate family (spouse, ex-spouse, parents, siblings, children, regardless of where they live) or household members (whether related or not) of such employees, officers, directors, representatives and agents or anyone who knows such above listed persons are not eligible to be applicants on the Series or participate in the application process. Furthermore, applicant represents that he/she does not know anyone at the above-mentioned companies.
- j. Due to the high volume of applications, Producer cannot respond to every applicant who applies to appear on the Series.
- k. Producer reserve the right to stop applicant's participation in the Series at any time for any reason, including but not limited to health, safety, legal and other reasons at their sole discretion, with no further liability to applicant. Applicant agrees to accommodate production needs as it relates to technical requirements, scheduling changes, production requirements, etc. as deemed necessary by Producer at their sole discretion. Producer reserve the right to change or amend this application at their sole discretion. All decisions of Producer are final and at their sole discretion.
- l. Producer shall not be liable for any problems or delays with respect to, but not limited to, acts of god, war, riots, travel delays, human, technical, mechanical or electronic malfunctions or any individual's inability to apply or participate in the Series.
- m. The selection of the applicants will be made by the DCI and Producer based on such criteria as DCI and Producer shall solely determine which criteria may be highly subjective. DCI and Producer are not obligated to select anyone, even if someone meets all eligibility requirements and all criteria for selection. Producer's and DCI's decisions regarding the number and selection of applicants are final and not subject to challenge or appeal. Producer also reserves the right to

change the format of the Series, to change the application process, the rules and process of the participation, and the elements of the Series. All decisions of Producer are at its sole discretion and are final.

- n. **Applicant agrees to pay all federal, state and local taxes, including income, use or sales taxes or any other governmental charges imposed on prizes, including the value of any goods or services received and cash gifts, if any, given to applicant or received by applicant by reason of participation in the program and the applicant releases and indemnifies Producer and DCI from any liability therefore. The applicant also authorizes Producer to deduct or withhold any such taxes or charges that require a payment prior to delivery of said prizes, cash or gifts.**

I, the undersigned applicant, have read the above stated Terms and Conditions, Waiver and Release of Liability. By signing this application, I agree to the above stated terms and conditions and agree to release or discharge, indemnify and hold harmless Producer, DCI, known sponsors of the Series or their advertising agencies, any cable service provider of DCI programming, and/or any of their respective employees, officers, directors, representatives, agents, parent, subsidiary, or affiliated companies, licensees, partners or assigns from any and all claims and damages arising from my participation in the Series. Further, I attest that I meet and will meet all of the Eligibility Requirements, and that all of the statements and facts made in this application by me are true and accurate.

I agree to re-execute this form immediately if Producer requests me to do so.

Dated

Name (please print)

Place

Signature

Social Security Number

Address (Street)

(City) (State) (Zip)