

AMERICAN IDOL PRODUCTIONS, INC.
2700 Colorado Avenue, 4th Floor
Santa Monica, California 90404
(310) 255-4700

ATTRA

PRODUCTION PERSONNEL DEAL MEMO

PROGRAM: "American Idol: The Search for a Superstar" - Series

PRODUCER: American Idol Productions, Inc. (or its designee)
2700 Colorado Avenue, 4th Floor
Santa Monica, California 90404

LAST NAME:	<i>CLARK</i>	SOC. SEC. #	
FIRST NAME:	<i>ROSEY</i>	DATE OF BIRTH:	
ADDRESS:		PHONE #:	
		FAX #:	
CITY/STATE/ZIP:		POSITION:	<i>PRODUCTION</i>
EMERGENCY CONTACT:		DEPARTMENT:	
RELATIONSHIP:	<i>Friend</i>	ACCOUNT:	
PHONE #:		START DATE:	<i>3/1/03</i>

PAY PROVISIONS:	DAILY	STUDIO	LOCATION
RATE:	<i>Per ATTRA Contract</i>		

BOX RENTAL:	ACCOUNT:
ADDL. PROVISIONS:	

1. This Agreement is conditioned upon: (a) Employee's full performance of services hereunder in accordance with Producer's directives and at the highest standards for such services in the television industry; and (b) Employee's delivery of all documents required by Producer, including, without limitation, a completed INS Form I-9 (Employment Eligibility Verification Form) and W-4 tax form.

2. Producer is and shall be the sole owner of all rights in and to the Program and the results and proceeds of Employee's services hereunder for all purposes throughout the universe and in perpetuity. All such results and proceeds shall be deemed "Works Made For Hire" for Producer within the meaning of the U.S. Copyright laws, as works specially ordered or commissioned as part of a television or other audio-visual work. In the event such results and proceeds are determined not to be a "Work Made For Hire," Employee hereby assigns to Producer all rights of every kind in every medium, whether now known, or hereinafter devised, throughout the universe in perpetuity, including without limitation copyright and all renewals and extensions thereof.

3. Producer shall determine, within its sole discretion, whether to accord Employee screen and/or any other credit in connection with the Program (or any other exploitation of the results and proceeds of Employee's services hereunder).
4. Producer may terminate this Agreement with or without cause at any time at Producer's sole discretion, subject only to Producer's obligation to pay Employee any compensation already accrued at the time of termination in the event that such termination is not for Employee's breach of this Agreement.
5. Employee shall not authorize or incur any expense on behalf of Producer or the Program and shall not be entitled to reimbursement of any expense incurred in connection with Employee's services hereunder unless such expense has been pre-approved in writing by Producer's authorized representative and is verified by receipt or voucher.
6. Employee grants Producer the perpetual right throughout the universe to use Employee's name, voice, likeness and biographical information in connection with the Program, for any other exploitation of the results and proceeds of Employee's services hereunder, and the distribution, exhibition, advertising, publicity and exploitation thereof in any and all media now known or hereafter devised.
7. Producer assumes no responsibility for loss or damage to or maintenance of Employee's car, personal equipment, or other personal property, and Producer does not undertake to insure such property. Accordingly, Employee should take appropriate actions to safeguard and insure Employee's personal property.
8. In the event of any dispute relating to the subject matter hereof, Employee's sole remedy shall be an action at law for damages, if any, and in no event shall Employee have the right to seek to enjoin or otherwise interfere with the distribution, exhibition, advertising, exploitation or other use of the Program or any other exploitation of the results and proceeds of Employee's services hereunder. Producer shall be entitled, as a matter of right, without further notice, to injunctive and other equitable relief to prevent the violation of any of the provisions of this Agreement by Employee.
9. There is no minimum guarantee of employment or of employment on a "pay-or-play" basis.
10. Because Employee is a production employee, Employee will not be eligible for any Producer employee benefit or insurance plan generally available to Producer's staff employees.
11. Employee shall not, without Producer's prior knowledge and written consent in each instance, accept any compensation, gift or gratuity whatsoever (regardless of the value or form) where such compensation, gift or gratuity is under any express or implied agreement, understanding or authorization that Employee will act in any particular manner in relation to the giver's business or that giver will reward Employee for having so acted or placed Employee under any actual or moral obligation to so act.

12. The use, possession, dispensation, sale or purchase of any illegal drugs, alcohol or other controlled substance (including, without limitation, the use, possession, dispensation, sale or purchase of any legal prescription drug in a manner inconsistent with law) while in Producer's company vehicle, on Producer's premises, on location or any other premises utilized in connection with the Program whether during employment hours or otherwise shall subject Employee to immediate disciplinary action, including, without limitation, immediate termination.

13. Employee agrees not to disclose any creative and/or material information whatsoever about this Agreement or the Program without the prior approval of Producer in each instance. Employee agrees not to take any unauthorized photographs or copies of any materials for any use whatsoever and agrees to return all such materials at the conclusion of their services.

14. Employee acknowledges and is aware that it is a criminal offense under the Federal Communications Act for any person, in connection with the production or preparation of any program broadcast on television, to accept or pay any money, service or other valuable consideration for the inclusion of any plug, reference, product identification or other matter as a part of such program, unless such acceptance or payment is disclosed in the manner required by law. Employee also further understands that it is the policy of Producer not to permit the acceptance or payment of any such consideration and that any such acceptance or payment would be a default under this Agreement.

15. Employee represents and warrants that: (a) Employee has the full right and authority to enter into this Agreement; (b) the consent of no other person or entity is necessary for Employee to enter into and fully perform under this Agreement; and (c) Employee shall not make any agreement with any other person or entity which is in conflict or otherwise inconsistent with or may in any way impair or encumber any of the agreements, representations and warranties made by Employee hereunder.

16. This Agreement may be assigned or otherwise transferred by Producer to any third party; Employee shall not have the right to assign his or her obligations under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of California applicable to contracts executed and to be performed entirely therein. Employee hereby irrevocably and unconditionally consents to the jurisdiction and venue of the courts of the State of California, and the United States courts located in the State of California, in connection with any lawsuit, action or proceeding arising out of, or related to, this Agreement. The provisions of this Agreement are not subject to any terms or conditions of any union or guild collective bargaining agreements. This Agreement contains the entire agreement between the parties and cannot be modified unless by mutual written consent.

AGREED TO AND ACCEPTED:

By: 

Date: 3-11-03

AMERICAN IDOL PRODUCTIONS, INC.

By: 

Its: _____

Date: _____

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE.** It is illegal to discriminate against work eligible individuals. Employers **NOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a re expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins

Print Name: Last <u>CLARK</u> First <u>COLEY</u> Middle Initial <u>D.</u>	Maiden Name
Address (Street Name and Number) <u>11111 1st St</u>	Date of Birth (month/day/year) <u>7-13-80</u>
City <u>Los Angeles</u> State <u>CA</u> Zip Code <u>90001</u>	Social Security # <u>123-45-6789</u>

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):
☒ A citizen or national of the United States
☐ A Lawful Permanent Resident (Alien # A)
☐ An alien authorized to work until 1/1/03 (Alien # or Admission # 123456789)

Employee's Signature [Signature] Date (month/day/year) 3-11-03

Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	Date (month/day/year)

Section 2. Employer Review and Verification. To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C as listed on the reverse of this form and record the title, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		<u>Driver's License</u>		<u>Social Security card</u>
Issuing authority: _____		<u>California</u>		<u>SSA</u>
Document #: _____		<u>[Redacted]</u>		<u>NEVER</u>
Expiration Date (if any): <u>1/1</u>		<u>[Redacted]</u>		
Document #: _____				
Expiration Date (if any): <u>1/1</u>				

CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) 03/11/03 and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment).

Signature of Employer or Authorized Representative <u>[Signature]</u>	Print Name <u>Michelle Baker</u>	Title <u>Prod. Coord.</u>
Business or Organization Name <u>11111 1st St Productions, Inc.</u>	Address (Street Name and Number, City, State, Zip Code) <u>11111 1st St, Los Angeles, CA 90001</u>	Date (month/day/year) <u>03/13/03</u>

Section 3. Updating and Reverification. To be completed and signed by employer

A. New Name (if applicable)	B. Date of rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.	
Document Title: _____	Document #: _____ Expiration Date (if any): <u>1/1</u>
I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.	
Signature of Employer or Authorized Representative	Date (month/day/year)

STANDARD AFTRA ENGAGEMENT CONTRACT

Agreement Between

Dated: 3/11/03

Corey Clark

and

AMERICAN IDOL PRODUCTIONS, INC
7800 Beverly Blvd., Suite 251
Los Angeles, CA 90036

(hereinafter called "Performer")

(hereinafter called "Producer")

Performer shall render artistic services in connection with the rehearsal and broadcast of the program(s) designated below and preparation in connection with the part or parts to be played:

TITLE OF PROGRAM: American Idol (Episode #210)

TYPE OF PROGRAM Sustaining () Commercial (X) Closed Circuit () Pay TV ()

SPONSOR (if commercial): VARIOUS

NUMBER OF GUARANTEED DAYS OF EMPLOYMENT: 1
(if Par. 19 of the AFTRA Code is applicable)

PLACE OF PERFORMANCE* CBS Television City, 7800 Beverly Blvd., Los Angeles, CA 90036

SCHEDULED FINAL PERFORMANCE DAY: 3/11/03

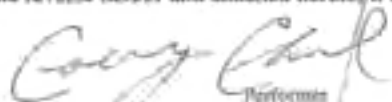
AFTRA CLASSIFICATION: principal performer

PART(S) TO BE PLAYED: Self

COMPENSATION: \$1,251.00

MAXIMUM REHEARSAL HOURS INCLUDED IN ABOVE COMPENSATION: SEE AEA LETTER
(if Par. 56(b) of the AFTRA Code is applicable)

Execution of this agreement signifies acceptance by Producer and Performer of all of the above terms and conditions and those on the reverse hereof and attached hereto, if any.


Performer

By:


Producer

SS#PEDIQ #

*Subject in change is accordance with AFTRA Code.

CONTEMPLATED NETWORK BROADCAST ORIGINATION DATE:

BILLING: Performer shall receive billing on the program, in Producer's sole discretion, excepting as required in the AFTRA Code and/or as specifically provided in this paragraph. No inadvertent or unintentional failure to give billing either due to lack of time or otherwise shall be deemed a breach of this agreement.

RATES OF COMPENSATION FOR REPLAYS: Scale

1st: \$ AFTRA SCALE 2nd: \$ AFTRA SCALE 3rd: \$ AFTRA SCALE 4th: \$ AFTRA SCALE 5th: \$ AFTRA SCALE
6th: \$ AFTRA SCALE 7th: \$ AFTRA SCALE 8th and all succeeding replays: \$ AFTRA SCALE

RATES OF COMPENSATION FOR FOREIGN USE: Scale

Area 1+: \$ Area 2+: \$ Area 3+: \$ Area 4+: \$ Area 5+: \$

(As defined in Par. 73(f) of the AFTRA Code)

STANDARD TERMS AND CONDITIONS

1. Performer shall render Performer's services in connection with this engagement to the best of Performer's ability and subject to Producer's direction and control. Performer will adhere to all reasonable rules and regulations of Producer, the broadcaster, the sponsor(s) and their advertising agencies, and Performer shall obtain from any advertiser or distributor a release or contract in connection with this engagement. Performer shall, if and as required by this written contract, be available to participate in commercial events and trade fairs and not of such commercial events. The Producer, broadcaster(s), and the sponsor(s) and their advertising agencies may from time to time and without notice to Performer relating to the program, provided that all such work relating to Performer and intended for him or copies thereof shall be turned over to Performer within a reasonable length of time.

2. (a) Performer shall indemnify Producer, the sponsor(s) and their advertising agencies, the network (if any), and all stations broadcasting the program against and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of the use of any materials, ideas, creations, and properties (herein called "materials") whether or not required of Performer, furnished by Performer in connection with this engagement, and any act or omission or negligent acts done by Performer in connection therewith. Performer shall similarly indemnify Performer in respect to "materials" furnished by Producer, and acts done or words spoken by Performer at Producer's request. Each party will give the other prompt notice of any such claims and/or legal proceedings (and shall send a copy of such notice to AFTRA) and shall cooperate with each other in all matters covered by this paragraph.

(b) If this agreement requires, as an express additional provision, that Performer furnish materials (herein called "required materials") in connection with his performance hereunder, Performer shall submit such required materials to Producer at such time prior to performance thereof as may be reasonably required by Producer, and such required materials shall, as between Producer and Performer, unless otherwise expressly provided in this agreement under the heading "Additional," be and remain the property of Performer.

3. In full payment for Performer's services and the rights and privileges granted to Performer hereunder, Producer shall pay Performer the compensation hereinafter specified not later than Thursday after the week during which Performer's services shall have been rendered, subject to the deduction of

such taxes and withholdings as are authorized or required by law. There shall be no obligation on Producer's part to produce (broadcast the program or use Performer's services or materials, if any).

4. The program hereunder may be originally broadcast either live or by recording over the facilities arranged by or for Producer. The term "recordings," as used herein, shall mean and include any recording or recordings made whether before or during a broadcast transmission, by electrical transcription, tape recording, wire recording, film or any other similar or dissimilar method (if recording television programs, whether now known or hereafter developed). All recordings, as between Producer and Performer, shall be Producer's sole property but shall be subject to the restrictions contained in the AFTRA Code in effect at the time such recording is made, except as AFTRA may otherwise permit in writing. Performer will, if required by Producer, re-enact the performance, in whole or in part, in connection with any recording of it or any portion of the program (which Producer may deem desirable) in order to make adjustments necessitated by technical failures, or adjustments or corrections in performance after the date of performance, provided that such re-enacting is done not later than sixty (60) days after the broadcast in the case of a live program or sixty (60) days after the Performer's final performance day in the case of a pre-recorded program, and shall be subject to the availability of Performer, and, provided, further, that Producer shall pay for Performer's services in connection with such re-enacting such additional compensation as may be required by the said AFTRA Code.

5. If the broadcast of any program hereunder is prevented by governmental regulation or order, or by a strike, or by failure of broadcasting facilities because of war or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of the breakdown of such broadcasting facilities due to causes beyond Producer's reasonable control (such as the collapse of the transmitter due to structural defects), Producer shall be relieved of any responsibility for the payment of compensation for the program so prevented; provided that in such case Producer shall reimburse Performer for all out-of-pocket costs necessarily incurred in connection with such program, in which case Performer shall be paid the full applicable rehearsal rate for all hours rehearsed prior to notice of cancellation. The same consequences shall ensue if the program time is prevented by a Presidential broadcast and notice of cancellation for such purpose is given Performer promptly upon such notice having been received by Producer. Where the program time is prevented by a Presidential broadcast or public emergency (other than a Presidential broadcast) or where

(Continued)

F S I Fps Payroll Services, Inc.

Phone: (310) 440-9600

500 S SEPULVEDA BLVD STE 400
LOS ANGELES, CALIFORNIA 90049**CLIENT COPY-NON NEGOTIABLE**
AMERICAN IDOL SEASON 2

AMERICAN IDOL PRODUCTION.

PERIOD ENDING	EMPLOYEE NAME	SOC-SEC#	CORP-ID#	STATUS	CHECK DATE	CHECK #
3/29/2003	COREY CLARK			S + 4	4/03/2003	45749

EARNINGS

UNION CODE: 99995

DEDUCTIONS

INVOICE: 0468045(FS1)

DESCRIPTION	HOURS	RATE	AMOUNT
PRINCIPAL			1,948.30

DESCRIPTION	CURRENT DED.	YEAR-TO-DATE
GROSS PAY	1,948.00	5,512.00
CASDI	131.93	349.29
MEDICARE	23.84	61.44
FRT	302.01	1,111.23
SMT	302.30	379.32
SDI	4.22	28.09
MISC	0.00	500.00

ADDRESS:

NET PAY

1,162.10

3,167.32

REMARKS: 212/212A

Please verify address for year-end tax document processing. Email corrections to W2@media-services.com or FAX**F S I Fps Payroll Services, Inc.**

Phone: (310) 440-9600

500 S SEPULVEDA BLVD STE 400
LOS ANGELES, CALIFORNIA 90049**CLIENT COPY-NON NEGOTIABLE**
AMERICAN IDOL SEASON 2

AMERICAN IDOL PRODUCTION.

PERIOD ENDING	EMPLOYEE NAME	SOC-SEC#	CORP-ID#	STATUS	CHECK DATE	CHECK #
4/05/2003	COREY CLARK			S + 4	4/09/2003	47560

EARNINGS

UNION CODE: 99995

DEDUCTIONS

INVOICE: 0468051(FS1)

DESCRIPTION	HOURS	RATE	AMOUNT
PRINCIPAL			\$12.93

DESCRIPTION	CURRENT DED.	YEAR-TO-DATE
GROSS PAY	822.00	4,436.00
CASDI	50.96	399.10
MEDICARE	11.92	93.34
FRT	75.82	1,187.05
SMT	28.86	408.38
SDI	4.11	32.30
MISC	0.00	500.00

ADDRESS:

NET PAY

610.33

3,817.89

REMARKS: APPEARED 213

Please verify address for year-end tax document processing. Email corrections to W2@media-services.com or FAX