

EXTRA AGREEMENT

Producer: Nostalgic Studios

MUSIC VIDEO PRODUCTION: Party All Night

EMPLOYEE EMPLOYMENT DATE(S): _____

through _____

ROLE: _____

EMPLOYEE NAME: _____

ADDRESS: _____

PHONE: Home: _____

Work: _____

SOCIAL SECURITY #: _____

RATE: _____ per day:

OTHER TERMS: _____

TERMS AND CONDITIONS OF EMPLOYMENT

1. Payment of Wages: Wages shall be paid to all employees no later than Friday following the week in which services were performed. Pay date may be delayed by reason of an intervening federal or state holiday. Employee is responsible for submitting her/his time card at the end of the work week to insure timely payment. No employee will be paid without fully completing these forms.

2. All payments to Employee hereunder shall be deemed to be equitable and inclusive remuneration for all services rendered by Employee in connection with the Picture and to be paid by way of a complete buy-out of all rights granted to Producer hereunder and no further sums shall be payable to Employee by Producer by reason of the exploitation of the Picture and all results and proceeds of Employee's services hereunder in any and all media throughout the universe pursuant to any collective bargaining agreement, if any, or otherwise, by way of residuals, repeat fees, pension contributions, or any other monies whatsoever.

3. Nights, Weekends, Holidays, Work Time: Unless expressly provided elsewhere in this deal memo, no increased or additional compensation shall accrue or be payable to employee for the rendering of services at night or on weekends or holidays, or after the expiration of any particular number of hours of service in any period.

4. The Producer will provide meal breaks and/or food service at approximately six (6) hour intervals.

5. Immigration Reform and Control Act of 1986 (IRCA): Employment (or the engagement of services) hereunder is subject to employee providing the requisite documents required by IRCA and completing and signing the required Form I-9 pursuant to IRCA Section 274a.2. Employee shall comply with the immigration verification employment eligibility provisions required by law.

7. Use of alcohol or drugs during hours of employment will result in employee's immediate termination.

8. Employee's services are on an exclusive basis to the production of the music video (the "Video") referred to in this deal memo for such period of time as required unless otherwise specified in this deal memo.

9. Screen credit is at Producer's discretion subject to employee's performing all services required through completion of term.

10. Unless expressly provided elsewhere in this agreement, employee's employment hereunder shall not be for a "run of the show" or for any guaranteed period of employment. Production reserves the right to discharge employee at any time, subject only to the obligation to pay the balance of any guaranteed compensation due. Producer will attempt to notify employees a minimum of twenty-four (24) hours in advance of layoff. This agreement is subject to immediate suspension and/or termination (at Production's election) without further obligation on the part of Production in the event of any incapacity or default of employee or in the case of any suspension, postponement or interference with the production by reason of labor controversy, strike, earthquake, act of God, governmental action, regulation, or decree or for any other customary force majeure reason.

11. The terms and conditions of this deal memo are binding on Producer and Employee and shall not be waived or altered by any method.

12. Producer shall be the owner of all of the results and proceeds of employee's services and shall have the right to use employee's name, voice, picture and likeness in connection with the Video, the advertising and publicizing thereof, and any promotional films or clips respecting the Video without additional compensation therefore.

13. Any controversy or claim arising out of or relating to this agreement or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association; and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. The determination of the arbitrator shall be final, binding and non-appealable. In the event of any breach by the Producer of this Agreement, the Employee shall be limited to the Employee's remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to enjoin or restrain in any way the production, distribution, advertising or exploitation of the Video.

EMPLOYEE ACCEPTS ALL CONDITIONS OF EMPLOYMENT AS DESCRIBED ABOVE.

AGREED TO AND ACCEPTED:

EMPLOYEE SIGNATURE: _____ DATE: _____

PRODUCER SIGNATURE: _____ DATE: _____

EXTRA RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, I hereby grant to Nostalgic Studios ("Producer") and to its licensees, assignees, and other successors-in-interest all rights of every kind and character whatsoever in perpetuity in and to my performance, appearance, name and/or voice and the results and proceeds thereof (the "Performance") in connection with the music video production currently entitled Party All Night ("The Video"), and I hereby authorize Producer to photograph and record (on film, tape, or otherwise), the Performance; to edit same at its discretion and to include it with the performance of others and with sound effects, special effects and music; to incorporate same into Picture or other program or not; to use and to license others to use such recordings and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name, likeness, voice, biographic or other information concerning me in connection with the Video, commercial tie-ups, merchandising, and for any other purpose. I agree that Producer owns all rights and proceeds of my services rendered in connection herewith.

AGREED TO AND ACCEPTED:

_____ DATE: _____

_____ DATE: _____