

## **“THE INVESTMENT CLUB”**

### **Entrepreneur Application**

*Please fill out the Questionnaire legibly and truthfully, using dark colored ink.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ \*

\*For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

Hometown: \_\_\_\_\_

Current Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

What is your highest level of education? \_\_\_\_\_

Specify School and Major: \_\_\_\_\_

Are you a legal U.S. Resident? Yes  No

If not, list your current residency status: \_\_\_\_\_

Are you in a relationship? If so, how long have you been in it? \_\_\_\_\_

Have you ever appeared on a television show? Yes  No

If yes, please list the name of the show(s) and the airdate(s): \_\_\_\_\_

### **BUSINESS QUESTIONS:**

Business Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Describe your Business: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Age of the Business:** \_\_\_\_\_

**Is this a registered company?** Yes  No

**Please explain:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What percentage of this company do you own?**

\_\_\_\_\_

\_\_\_\_\_

**Please state the status of any trademarks, or patents:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Money Personally Invested:** \_\_\_\_\_

**Total Money Invested:** \_\_\_\_\_

**Gross Sales for 2014:** \_\_\_\_\_

**Total Sales:** \_\_\_\_\_

\_\_\_\_\_

**Company Valuation:** \_\_\_\_\_

\_\_\_\_\_

**Desired Investment:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What inspired you to start this business? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What sets your business or product apart from anything currently available, and why do you believe it will be a success? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What is the current status of your business? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What are you looking for from the investors? How would you use their investment and expertise? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What does your company need to get to the next level? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who is your customer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who are your biggest competitors? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How is your company currently marketing your product? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What market research or prototype testing have you done? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What are your company's current cash needs? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If your company ran out of money, what would you do to stay afloat? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any partners, or are there any other stakeholders in the company? Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have a partner, or partners, describe your roles in the company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have a board of advisors? Please describe if so: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What has been your biggest roadblock? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What does success look like for you? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERSONAL QUESTIONS:**

How would you describe yourself? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Finish this sentence: "My life moto is...." \_\_\_\_\_

Describe your best AND worst character traits: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What are the biggest challenges you're facing in your professional and personal life? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you friends and family supportive of this venture? Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How would people you do business with describe you, and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What are your strengths as an entrepreneur? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And your weaknesses? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have partners in the business, what is your relationship like? Are there any challenges? \_\_\_\_\_

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Why is the success of this venture important to you? \_\_\_\_\_

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What are the stakes for you if your business isn't successful? \_\_\_\_\_

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What is something most people wouldn't guess just by looking at you? \_\_\_\_\_

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Is there anyone in your life who would object to you appearing on a television program? If so, who and why? \_\_\_\_\_

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Are you currently under consideration for any other television programs? Yes  No

Please list if so: \_\_\_\_\_

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Are you a legal U.S. Resident? Yes  No

Are you 18 years of age or older? Yes  No

Are you a candidate for public office? Yes  No

Have you ever had a temporary restraining order issued against you? Yes  No

If yes, please give details (including dates)

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**RELEASES & AGREEMENTS (next page):**

PERSONAL RELEASE

DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:

Little Pond Television, Inc.  
2900 W. Alameda Ave., Eighth Floor  
Burbank, California 91505  
Attn: Business/Legal Affairs Department

NAME: \_\_\_\_\_  
PROGRAM: "THE INVESTMENT CLUB"

In full and complete consideration of Little Pond Television, Inc. or its designee ("**Producer**") possibly including me as a participant in an episode(s), including but not limited to the marketing materials, pre-production, production, or post-production and affiliated events and activities, of the potential television series currently entitled "THE INVESTMENT CLUB" (the "**Program**"), and without any further consideration due from Producer or any third party, and with the understanding that Producer, in its sole discretion may choose whether or not to include me in the Program, or broadcast my appearance in the Program, if any, I hereby acknowledge and agree as follows:

If I submit any photographs ("**Photos**") or audio and/or video recordings ("**Recordings**") to Producer, I hereby represent and warrant that I own, control or have obtained all rights, (including, without limitation, all copyrights) in and to any and all such Photos and Recordings, and I hereby grant to Producer, without charge, the rights necessary to use such Photos and Recordings on and in connection with the Program and the rights required to exploit the Program and the ancillary rights therein as described anywhere in this Personal Release (including, without limitation, in marketing materials, advertisements, promotions, and publicity), in any and all media now known or hereafter devised, or for any purpose, throughout the universe in perpetuity. I hereby represent and warrant that I have obtained all of the rights, clearances, and releases necessary for Producer to exploit said Photos, and Recording in connection herewith. I understand that all submissions of Photos and Recordings become the property of Producer and will not be returned to me.

I grant to Producer and its successors, licensees and assigns, the irrevocable right (but not the obligation) to film, tape and/or photograph, record, exhibit, edit and otherwise use my name, likeness, voice, conversation, sounds and biographical data, including the Photos and Recordings, on or in connection with the Program in any manner in its sole election and sole discretion. I agree that Producer is the sole owner of all the results and proceeds of such film, tape and/or photography and recording and my appearance thereon, including the Photos and Recordings, with the right for itself and its successors, assigns, and licensees, forever and throughout the universe, to use the same and any portion thereof of my name, voice, likeness, and biographical material and editorial comments concerning me, in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television and publishing, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Program or any part thereof, and the ancillary and subsidiary rights therein, or in any manner whatsoever. Producer shall also have the unrestricted right to edit the content and text of the Program in any manner or form.

I acknowledge that I have voluntarily agreed to participate in the Program. I understand that my appearance, depiction and/or portrayal in the Program may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Producer shall have the right to (a) include any or all such information and any or all such appearances, depictions or portrayals in the Program as edited by Producer in its sole discretion, and (b) to broadcast and otherwise exploit the Program containing any or all such information and any or all such appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause Producer irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law and, therefore, I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this agreement by me.

I hereby indemnify, release, discharge, and hold harmless Producer (including its related companies, licensees, sponsors, successors and assigns, and the officers, directors, employees, representatives and agents thereof) (collectively, the "**Released Parties**"), of and from any and all claims, demands, or causes of action that I may have arising out of or in any way resulting from my participation in the Program, and the use or reuse of my appearance, name, voice, likeness and/or biographical information, and I agree not to make any claim against the Released Parties as a result of my participation in the Program and in connection with any use or reuse of my appearance, name, voice, likeness and/or biographical information Photos, and /or Recordings (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). **I AND MY HEIRS, NEXT OF KIN, SPOUSE, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS ("RELEASING PARTIES") HEREBY UNCONDITIONALLY AND IRREVOCABLY**

**RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL INJURY, ILLNESS, DAMAGE, EMOTIONAL DISTRESS, LOSS OR HARM TO ME OR MY PROPERTY, OR MY DEATH, HOWSOEVER CAUSED, RESULTING OR ARISING OUT OF IN CONNECTION WITH MY PREPARATION FOR, PARTICIPATION AND APPEARANCE IN OR ACTIVITIES ASSOCIATED WITH THE PROGRAM, AND WHETHER OR NOT CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OF THE CONTESTANTS IN THE PROGRAM.** I hereby represent and warrant that I have the right and authority to grant the rights granted to Producer hereunder, that any Photos and Recordings that I submit to Producer are my original works of authorship and that I am the sole owner of such Photos and Recordings. I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause you irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law and, therefore, I hereby expressly agree that you shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any provision of this Agreement by me (including, without limitation, the provisions regarding confidentiality and publicity set forth below). In addition, I agree to indemnify Producer and the Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense, and loss of any kind (including outside attorney's fees) caused by or arising out of Producer's use of the Photos and Recordings, and arising out of any breach or alleged breach of any provision hereof or any statement, action or failure to act by me during or in connection with my participation in the Program, its interview or audition process or otherwise. Furthermore, I understand that in connection with the Program or in any aspect or phase thereof, I and others may reveal or relate information of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, and that my actions and the actions of others appearing in the Program may be embarrassing or of an otherwise unfavorable nature that may be factual or fictional. I further understand that my appearance, depiction, and portrayal in connection with the Program or in any aspect or phase thereof, and my actions and the actions of others in connection with the Program or in any aspect or phase thereof (including, without limitation, the interview and audition process), may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in a false light. The consents, authorizations, assumptions of risk and releases set forth in this Agreement expressly apply to all such potential harms. Without in any way limiting the foregoing, in no event shall I have any right to seek injunctive or other equitable relief against any of the Released Parties.

I acknowledge that there is a possibility that after my execution of this Agreement, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Personal Release. I acknowledge and agree that by reason of this Personal Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provision, this Personal Release shall constitute a full release in accordance with its terms. I knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect.

I agree not to disclose or discuss events related to the Program, my involvement with the Program, or any information regarding the Program or anything else that I have learned in connection with my participation, or authorize any third party to do the same, without the prior written approval of Producer. I agree not to seek out or accept personal publicity or appearances, including, without limitation, media interviews, or disclose or discuss events related to the Program, or authorize any third party to do the same, without the prior approval of an authorized representative of Producer. I further agree not to initiate or cooperate in any commercial venture that relates to the Program or my participation without the prior approval of Producer. I shall not use the name of the Program in any way at any time without Producer's prior written approval in each instance.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of Producer's production staff, anyone associated in any manner with Producer's company, or any representative of any television network or station for Producer's undertakings hereunder. I understand that Producer's policy prohibits such payments, and I further understand that it is an offense, unless disclosed to Producer prior to broadcast, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or venture on the air. I am also aware that it is an offense to use any prepared material containing such a promotion where I know the writer received consideration for it and fail to disclose this to Producer prior to broadcast. I shall notify Producer immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I warrant to Producer that I am at least 18 years of age and have the full, complete and unrestricted right and authority to enter into this agreement. I acknowledge that my participation in the Program shall not constitute a performance under any such performing arts guild, including but not limited to AFTRA and SAG. If I am not at least 18 years of age, I agree to have my parent or legal guardian sign the acknowledgement at the end of this release. I agree and understand that this agreement shall be deemed entered into in Los Angeles County, California, and that it shall be governed by and interpreted under the laws of California.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DATE OF BIRTH\*: \_\_\_\_\_

For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS,  
THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON SHOULD ALSO SIGN BELOW.**

I hereby warrant that I am the parent and/or legal guardian of the individual who signed the foregoing agreement, that I have caused said individual to execute said agreement, that I will not instruct, authorize or permit said individual to disaffirm the foregoing agreement, and that I will indemnify Producer against all claims, liabilities and expenses with respect to said agreement, and that, knowing of Producer's reliance hereon, I agree to cause said person to adhere to all of the provisions of said agreement.

In consideration for my possible participation in the Program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Personal Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of my child/ward in the Program, if any (including but not limited to the taping of my appearance in connection with the Program and any audition process and the use of my name, voice, likeness, etc.).

In addition, I agree to cooperate with Producer in having this Agreement and any past or future agreements entered into by the individual who signed the foregoing Agreement in connection with the Program approved by the applicable court and I hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_