

THE ULTIMATE BUSINESS MAKEOVER

CONTESTANT APPLICATION

NAME: _____ TITLE _____

NAME OF BUSINESS: _____

DESCRIBE YOUR CORE BUSINESS FUNCTION (i.e. IT, construction, marketing)

: _____

BUSINESS ADDRESS: _____

City _____ State: _____ Zip: _____

WORK PHONE: _____

CELL PHONE: _____

E-MAIL: _____

HOME ADDRESS: _____

City _____ State: _____ Zip: _____

HOME PHONE: _____

AGE: _____

HIGHEST LEVEL OF EDUCATION COMPLETED: _____

YEAR ESTABLISHED IN BUSINESS _____

WHAT PROOF OF BUSINESS ELIGIBILITY ARE YOU SUBMITTING?: (i.e. tax id number): _____

ANNUAL REVENUE FOR 2003: _____

- a. <\$100k b. \$100,000 - \$500,000 C. \$500,000-\$1million d. \$1-5million
e. \$5-10million f. over \$10million

PROJECTED REVENUE FOR 2004 AND 2005 _____

- a. <\$100k b. \$100,000 - \$500,000 C. \$500,000-\$1million d. \$1-5million
e. \$5-10million f. over \$10million

NUMBER OF EMPLOYEES _____

- a 0-25, b. 25-75, c. 75-100, d.100-150 e.more than 150 _____

HOW WOULD YOUR EMPLOYEES DESCRIBE YOU? _____

HOW WOULD YOUR CUSTOMERS DESCRIBE YOUR RELATIONSHIP? _____

HOW WOULD YOUR COMPETITORS DESCRIBE YOUR BUSINESS? _____

DESCRIBE A MAJOR EVENT OR ISSUE THAT HAS AFFECTED YOUR BUSINESS: _____

WHERE DO YOU SEE YOUR BUSINESS 5 YEARS FROM NOW?

WHY ARE YOU SUCCESSFUL IN BUSINESS? _____

LIST THE TOP FIVE PROBLEMS THAT YOU FACE IN BUSINESS? PLEASE EXPLAIN WHY?

IF YOU ARE SELECTED TO RECEIVE A BUSINESS MAKEOVER, YOU MAY BE OFFERED CONSULTATION AND/OR SERVICES IN SEVERAL AREAS OF YOUR BUSINESS. WOULD YOU OBJECT TO A REVIEW IN THE FOLLOWING AREAS: Check Yes or NO

- A. CONFIDENTIAL REVIEW OF YOUR FINANCIALS (details will not be publicly disclosed)
- B. BUSINESS MANAGEMENT PRACTICES
- C. IMAGE OF THE EXECUTIVE
- D. MARKETING AND BRANDING NEEDS
- E. LEGAL NEEDS ASSESSMENT
- F. PHYSICAL OFFICE SPACE ASSESSMENT

WHY DO YOU BELIEVE YOUR BUSINESS SHOULD BE CONSIDERED TO RECEIVE **THE ULTIMATE BUSINESS MAKEOVER**?____(please note that this section is weighted heavily) _____

VOLUNTARY PARTICIPATION AGREEMENT

I, _____,
desire to voluntarily participate in interviews and auditions (the "Activity") for 'The Ultimate Business Makeover' (the "Program"). In connection with my participation in the Activity, I acknowledge, represent, warrant and agree as follows:

- (1) I am 21 years of age or older.
- (2) I represent and warrant that I am in good health and that I have no medical, physical or emotional condition that might interfere with my engaging in the Activity.
- (3) I represent and warrant that I am not under the influence of any medication, drugs, or other substance that might impair my physical or mental ability to engage in the Activity or that might impair my judgment while engaging in the Activity.
- (4) I will follow all rules made and directions given by greiBO Media, Gov's Office of Minority Affairs and ABC 2 in connection with the Activity.
- (5) Producers have no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producers are under no obligation to select me to participate in the Activity or to include the Activity or my participation in the Activity in the Program. I understand that I will not be paid any money or given any other consideration for giving Producers the rights listed in this Agreement or for signing this Agreement.
- (6) MY PARTICIPATION IN THE ACTIVITY IS AT MY OWN RISK. I RELEASE THE STATE OF MARYLAND, PRODUCERS, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, IN ANY WAY ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR INJURY, LOSS OR DAMAGE TO ME, TO ANYONE ELSE OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PRODUCERS OR ANY OF THEIR RESPECTIVE

OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANYONE ELSE CONNECTED WITH THE PROGRAM. I AGREE TO DEFEND AND INDEMNIFY PRODUCERS, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES AND LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY CAUSED BY OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.

- (7) I understand that it is a federal offense, unless disclosed to Producers prior to broadcast, if any, to:
- (a) Give or agree to give any member of the production staff and anyone associated in any manner with the Program, or any representative of Producers any portion of my compensation or anything else of value to arrange my appearance on the Program.
 - (b) Accept or agree to accept anything of value to promote any product, service or venture on the Program, or use any prepared material containing such a promotion where I know the writer received consideration for it.

(8) I understand and agree that any material I provide to Producers (including, without limitation, photographs, videotape(s), etc.) shall remain the sole property of Producers. I further understand and agree that even if I am not selected for any further consideration as a contestant on the Program, Producers shall nevertheless have the right to use my name, voice, likeness, appearance, biographical information, any information or material provided by me to Producers (including, without limitation, photographs, videotape(s), etc.), and any motion or still pictures or recordings Producers take of me, in any and all media now known or hereafter devised, worldwide in perpetuity, and I hereby release Producer from any and claims, actions, damages, liabilities, losses, costs and expenses arising out of or resulting from Producers exercise of its rights under this paragraph.

Dated: _____, 20_____

Signature: _____

Print Name: _____

Social Security

Number: _____

Business

Address: _____

Home

Address: _____

Name of Business: _____

NAME AND LIKENESS RELEASE

Please sign and date the following name and likeness release:

By submitting this application I hereby consent to the recording, use and reuse by the Producers of the Program (as defined below) and greiBO Media, ABC 2, State of Maryland and any of their respective licensees, assigns, parents, subsidiaries, divisions, business units or affiliated entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance and biographical materials (collectively "Likeness") in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the reality-based television series currently entitled "The Ultimate Business Makeover" (the "Program"). I agree that Releasees may use all or any part of my Likeness and may alter or modify it, regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title and interest in any material I provide in connection with the Program and all rights therein and thereto including, without limitation, the right to use the audition or interview tape, photo, bio and application data and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity. I further agree that Releasees may use my Likeness in connection with any promotion, publicity, marketing or advertisement for the Program or for any of the Releasees in any manner whatsoever, or for any other purpose and manner whatsoever. I grant the rights hereunder whether or not I am selected to participate in the Program. I release Releasees from any and all liability arising out of its use of my Likeness and/or associated materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness (including, without limitation, any claim that such use invades any right to privacy and/or publicity).

This agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland applicable to agreements executed and fully carried out within Maryland. I acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document and I acknowledge that I have not executed this instrument in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Producers of any term of this agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this agreement shall in no way affect the validity or enforceability of any of the remainder of this agreement.

I have signed this release on the _____day of _____,
20_____.

Signature: _____

Print Name:_____

Title:_____

Name of Business:_____