

NOTE: DO NOT SIGN THIS UNTIL YOU HAVE READ IT COMPLETELY

**“SO YOU THINK CAN DANCE” – SEASON 16
AUDITION AGREEMENT AND RELEASE**

As a condition to being auditioned by Dance Nation Productions, Inc. (“DNP”) for the television series entitled “So You Think You Can Dance” (the “Program”), I hereby represent and warrant that the following statements are true and correct and that I agree to the terms and conditions contained herein:

1. I agree that I am entering into this Audition Agreement and Release (the “Audition Agreement”) in consideration of DNP, 19 Entertainment Inc. (“19 Entertainment”), and dick clark productions, llc (“dcp”), all of which shall be collectively referred to herein as “Producer,” further considering me for an audition for, and my possible participation in, the Program and that the broadcast or other exploitation of the episode(s) of the Program in which I appear, if any, and I further agree that any other exploitation of my appearance, performance, name, voice, original choreography, likeness, and/or biographical information, as the same may be edited, cut, rearranged, adapted, dubbed, or otherwise revised, if applicable, by Producer in connection with the Program or in any manner whatsoever, will not entitle me to receive any wages, benefits, fees, or other compensation.

2. I am a citizen or legal permanent resident of the US or possess a current legal Employment Authorization Card, allowing me to seek employment freely (i.e., without restrictions as to employer) in the US, and I will be at least 18 and no more than 30 years old on the date of my first in-person audition for Producer. I shall provide Producer with copies of evidence of the foregoing together with this signed Audition Agreement. A Permanent Resident Card or Employment Authorization Card must be valid until at least March 31, 2020.

3. I understand and agree that if my appearance, performance, name, likeness, voice, conversation, choreography, sounds, and/or biographical data is used in connection with the Program, I may be required, in consideration of Producer’s considering me as a contestant on the Program and at Producer’s election, to enter into the following agreements with Producer or its designee(s) (the “Producer Contracts”), the terms of which shall be subject to good faith negotiation: (a) an agreement for the management of my career in the entertainment industry (including, but not limited to, my recording, dancing, and/or acting services); (b) an agreement for the use of my name, voice, likeness, and biography in connection with advertising, endorsements, merchandising and sponsorship; and (c) an agreement to participate in the So You Think You Can Dance Tour.” I understand and agree that such agreements shall become fully effective only at the election of Producer or its designee(s), which election shall occur on or before that date which is three (3) months from the first broadcast of the final episode of the Program announcing the winner of the competition (the “Exclusivity Period”). I hereby warrant that as of the date of this Audition Agreement I have not entered into, nor will I enter into, any contract or arrangement which prevents me, or might prevent me, from entering into the agreements specified in sub-sections (a), (b), and (c) of this paragraph.

4. I understand that if I advance in the competition, I will be required to sign further documentation prohibiting me from becoming a party to any agreement or arrangement with any person, firm, or company other than Producer or its designee(s) with respect to my performing abilities and/or services in the entertainment industry (including my singing, dancing, songwriting, and acting services) and with respect to my name, likeness, performance, voice, image, or biography (including any talent management or talent agency agreement) until after the expiration of the Exclusivity Period. In addition, I understand that it is anticipated that the winner of the Program, and possibly other finalists of the Program competition, may be awarded a talent representation contract and/or a merchandising contract and/or a performance contract (the “Program Contracts”). I represent and warrant that I do not currently have any type of talent representation (for example, a talent agent or manager) nor am I currently a party to a music recording contract (either alone or as a member of a group), songwriting contract, acting contract, merchandising contract, sponsorship contract, or any other contract relating to my performing, singing, dancing, and/or choreographing abilities and/or services in the entertainment industry or for the use of my name, voice, and/or likeness.

5. I acknowledge and agree that if I enter into a talent representation contract, music recording contract, song writing contract, acting contract, merchandising contract, sponsorship contract, or any other contract relating to my performing abilities and/or services in the entertainment industry or for the use of my name, voice, and/or likeness, which would prohibit me from entering into the Producer Contracts, the Program Contracts, and/or from fulfilling any other obligations under this Audition Agreement during my participation in the Program, if any, I will be immediately disqualified from the Program. ***Please list below any contracts to which you are currently a***

party, or to which you were a party in the past, in connection with your performing abilities and/or services in the entertainment industry (include recording services, songwriting services, choreographing and/or dancing services, acting services, etc.). Include the effective date(s) of such contract(s), the parties to the contract, and the services covered (use back of this page if necessary):

6. I am not, nor is any immediate family member (including unrelated persons living in the same household), an employee, shareholder, officer, director, agent, or representative of Producer, Fox Broadcasting Company ("Fox"), production personnel for the Program, participating television stations, advertising agencies, sponsors, or any person or entity connected with the production, administration, or judging of the auditions or the Program, or any of their respective parent companies, affiliates, subsidiaries, agents, or representatives. To the best of my knowledge, I do not know anyone who is now, or has been in the past two (2) years, an employee, agent, or representative of Producer, Fox, production personnel for the Program, participating television stations, advertising agencies, sponsors, or any person or entity connected with the production, administration, or judging of the auditions or the Program, or any of their respective parent companies, affiliates, subsidiaries, agents, or representatives. If the foregoing is not true, please explain (use back of this page if necessary): _____

I acknowledge and agree that Producer and/or FOX reserves the right to remove from the Program (at any time during its production) any person (including you) Producer and/or FOX determines, in Producer's and/or FOX's sole discretion, is sufficiently connected with the Program, any aspect of the Program or with any of the Producer and/or Fox related entities such that such person's participation in the Program could create the appearance of impropriety. Conversely, Producer and/or FOX reserves the right to allow any person to remain part of the Program who may have any connection with the Program or any of the Producer's and/or FOX's related entities if, in Producer's and/or FOX's sole discretion, Producer and/or FOX determines that such person's involvement in the Program does not and will not affect the integrity of the Program.

7. Have you applied to participate on any television shows, (including game/quiz shows and contests) in the last two years? YES / NO

If "YES," which ones/what role? (Please provide dates, and identify the producers and the networks involved):

8. I have not been a contestant on any type of televised talent search competition in the ten (10) years immediately preceding the date of this Audition Agreement. If the foregoing is not true (which may or may not be grounds for disqualification from the competition in Producer's sole discretion), please explain (use back of this page, if necessary): _____

9. I am not a candidate for public office and will not become a candidate before the broadcast of my appearance on the Program, if any, or until one (1) year from the date of this Audition Agreement (whichever is earlier).

10. I am not currently a member of the SAG- AFTRA or any other performing arts union or guild. If I am, or have ever been, a member of any performing arts union or guild, I agree that my participation as a contestant on the Program or in the audition process therefore, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle me to any wages or salary or other similar compensation. List below any performing arts union and/or guild memberships.

Performing Arts Union/Guild	Date(s) of Membership

11. I do not currently have any outstanding warrants (e.g., traffic tickets, arrests, etc.) or restraining orders against me, nor have I been reported to any law enforcement agency as a missing person or a runaway. I have never been arrested or convicted of a felony or misdemeanor offense, except as follows [please list dates and locations of arrest and/or conviction and a brief description of the alleged offense(s)] *(use back of this page, if necessary)*: _____

You should be aware that past arrests and/or convictions are not automatic grounds for disqualification but may be used by Producer to determine your eligibility for the Program.

12. I have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm, or company with respect to my appearance on or in connection with the Program, if any, without Producer's prior written approval.

13. I agree not to make any personal appearance for anyone other than Producer and/or Fox or make any statement to any media person or service, including but not limited to post on any online social networking sites such as *Facebook, You Tube, Twitter, Instagram, Snapchat*, or any other website or any other online and/or digital media of any similar or other sort, with respect to the Program without Producer's and/or Fox's prior written approval.

14. Any time I may appear on camera in connection with the Program, I agree not to wear any article of clothing bearing a designer, sports, or any other name, logo, and/or artwork subject to protection by copyright or trademark laws, or bearing the name and/or likeness of a celebrity, living or dead, unless otherwise instructed by Producer.

15. I agree to follow all of Producer's rules, directions, and instructions in all matters relating to the Program (including during the interview, audition, and contestant selection process), which rules are subject to change at Producer's sole discretion. I further agree that any and all prizes are subject to change at Producer's sole discretion. I will accept any and all decisions of Producer on discretionary matters (including, but not limited to, the audition process and contestant selection and all decisions relating thereto) as final and acknowledge that the interests of the Program shall override those of any contestant. I agree that my selection as a contestant is within Producer's sole discretion and that Producer is not obligated to select me. If I am selected, I agree that Producer is not obligated to have me appear on, or to broadcast my appearance on, the Program and may disqualify me at any time in its sole discretion. In addition, if I am disqualified from the Program or the audition process for the Program, either Producer and/or Fox may make any explanation or announcement, on-air or otherwise that either Producer and/or Fox may choose as to the reason why I was disqualified.

16. I acknowledge that I may be chosen as an alternate contestant to replace a previous contestant by Producer in its sole discretion. If I am chosen as an alternate contestant, I shall remain available to participate in the Program as a contestant if and when chosen by Producer to replace such previous contestant. I understand that if I am selected to be an alternate and am not chosen to replace a contestant, then I do not have any chance to win any prize and no consideration shall be payable to me. I acknowledge and agree that Producer may, at any time and in its sole discretion, add, remove, or replace contestants.

17. During the Exclusivity Period, I agree to be available and to participate, for no additional consideration, as, when and where Producer may require, in connection with further auditions, publicity, interviews, and similar matters (for example, to appear on news shows, talk shows, and other programs and to make other appearances as required by Producer) in connection with the Program, other Fox programs and/or sponsors, when and where designated by Producer and/or Fox in their discretion.

18. I understand and agree that if I advance in the Program competition or the audition process therefore, I may be required to fill out, sign, and agree to other contracts, including, without limitation, a talent management contract, performing contract, or merchandising contract. In addition, I may be required to submit to a thorough background investigation and other examinations, whether medical or otherwise.

19. I acknowledge and agree that if I am chosen to travel to a location in connection with the Program, including travel to the Los Angeles, California area to participate in the Program, I will be available to travel to, and to stay in, any such location, on dates and during the period of time to be determined by Producer in its sole discretion. Those selected to continue on to the Los Angeles, California area will be given full details at that time and will be required to complete and sign further documentation. I acknowledge that locations are subject to change.

20. I consent to Producer's filming, taping, and/or recording of me at any time, with or without my knowledge, for use in connection with the production and exploitation of the Program. In connection therewith, I hereby grant to Producer and its respective assignees, licensees, agents, and affiliates the right to use and reuse my appearance, performance, name, voice, likeness, and/or biographical material, as it may be filmed, taped, and/or recorded by Producer (including, without limitation, during the audition and interview process and otherwise), in and in connection with the Program in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity, including, without limitation, in connection with the exploitation, advertising, publicity, and promotion of the Program, Program sponsors, and for any other purpose and in any other manner that Producer may determine in its sole discretion. I agree that the Program and any recordings or other reproductions thereof may be edited, cut, rearranged, adapted, dubbed, or otherwise revised for any purpose, including, without limitation, my appearance, performance, name, voice, likeness, and/or biographical material.

21. I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing, or unfavorable nature, which information may be factual and/or fictional. I further 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, whether now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

22. If I perform or use any original music or choreography on the Program, which music and/or choreography is created, written, or controlled by me, I hereby grant to Producer, without charge, the rights necessary to perform or use such music on the Program and the rights required to exploit the Program and the ancillary rights thereto, inclusive of the music and/or choreography, in any and all media, whether now known or hereafter devised, or for any other purpose whatsoever, throughout the universe in perpetuity.

23. If I display or perform in the Program any choreography, photographs, published works, and/or other artistic materials, including but not limited to, songs which are not registered with a performance rights society (for example, ASCAP, SESAC or BMI) (collectively, the "Materials"), then I will have obtained all of the rights, clearances, and releases necessary for Producer and Fox to exploit the Materials on or in connection with the Program and the exploitation thereof and that all such Materials shall meet nationwide public standards of decency and shall not be deemed inappropriate by a reasonable person. I hereby indemnify and hold harmless Producer and Fox, and their respective directors, officers, employees, agents, contractors, partners, shareholders, attorneys, representatives, and members as to my use of the Materials and Producer's and/or Fox's use and/or exploitation of the Materials in connection with my appearance on the Program.

24. I hereby release Producer, Fox, Dick Clark Productions, LLC, 19 Entertainment, Ltd., 19 Entertainment, Inc., Industrial Media, Inc., the owners, landlords, and/or managers of production and audition sites, production staff, participating television stations, sponsors of the Program, advertising agencies, corporate sponsors, and the respective parents, subsidiary entities, affiliates, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, attorneys, representatives, and members of each of the foregoing entities (the "Released Parties") from any and all liability or claims arising out of or in any way resulting from my participation in the Program, including, but not limited to, the interview and audition process therefore, any injury, illness, damage, harm, stress (mental or physical), or disability (partial or total) suffered by me in connection with my participation in the Program, and the use or reuse of my appearance, performance, name, voice, likeness, original choreography, 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 the audition process therefore and in connection with any use or reuse of my appearance, performance, name, voice, likeness, original choreography, and/or biographical information (including, without limitation, any claim that such use invades any right of privacy and/or publicity) in any manner whatsoever. I understand that any travel undertaken by me in connection with my participation in the Program and the audition process therefore shall be taken at my sole risk and expense.

25. I acknowledge that there is a possibility that after my execution of this Audition Agreement, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Audition Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Audition Agreement. I acknowledge and agree that by reason of this Audition Agreement, and the release contained in the preceding paragraph, 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provision, this 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, and acknowledge and agree that this waiver is an essential and material term of this release and this Audition Agreement and that without such waiver, Producer would not have accepted this Audition Agreement or my participation in the audition process or the Program. I acknowledge that I understand the significance and consequence of such release and specific waiver of Section 1542.

26. I agree to indemnify the Released Parties and to hold the Released Parties harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement, action, or failure to act by me during or in connection with my participation on the Program and the audition process therefore.

27. My acknowledgment of the terms of this Audition Agreement and the information provided by me herein are in no way untruthful, inaccurate, or misleading. I acknowledge that Producer reserves the right, exercisable at any time at its sole discretion, to disqualify me from the competition or audition process should I at any stage supply untruthful, inaccurate, or misleading personal details and information, fail to abide by the rules or regulations of the Program, or otherwise breach the terms contained herein.

28. Any and all information disclosed to or obtained by me concerning or relating to the Program, the contestants, the events contained in the Program, the outcome of the Program and/or competition, Producer, Fox, and the terms and conditions of this Audition Agreement shall be strictly **CONFIDENTIAL**. I agree that I will NOT disclose to any third party any information which I have had or will have access to concerning the Program, the other contestants, their friends or families, Producer, Fox, or Fox's programming or other services, or the terms and conditions of this Audition Agreement, except as required to fulfill my obligations hereunder, as expressly authorized by Producer in writing, or as required by law. I also agree that I will not disclose any such information to any contestant, individual, or entity including, without limitation, any members of the press, or any online social networking sites such as *Facebook, You Tube, Twitter, Instagram, Snapchat*, or any other website or any other online and/or digital media of any similar or other sort. I further agree not to make disparaging remarks about the Program, any elements thereof, or any person or entity connected with the Program. I acknowledge that any disclosure of the information described in this paragraph will constitute a material breach of this Audition Agreement and will cause Producer and/or Fox substantial and irreparable injury and will cause substantial damages in excess of Five Million Dollars (\$5,000,000), entitling Producer (and/or Fox as a third party beneficiary of this provision) to, among other things: (a) injunctive or other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me; (b) recovery or disgorgement of the monies and other consideration, if any, I received in connection with such disclosure; (c) forfeiture of any and all cash and/or prizes that I may have been entitled to for participating in the Program; and (d) recovery of the Producer's and/or Fox's damages and attorneys' fees and court costs incurred to enforce this paragraph.

29. I understand and acknowledge that neither Producer nor Fox shall have any obligation to allow me to audition or participate in the Program or to continue to audition or participate in the Program, to photograph, film, tape, or otherwise record my audition and/or participation in the Program or any portion thereof, or to use or exploit (or to continue to use and exploit) my audition or participation in the Programs, and my participation in the Program and any use or exploitation of the results thereof shall be in Producer's and/or Fox's sole and absolute discretion.

30. I agree that this Audition Agreement shall be governed by the laws of the State of California for contracts entered into and wholly performed therein and the venue for any disputes shall be the state and federal courts located in Los Angeles County, California.

Submission of this Audition Agreement and compliance with all of the above does not in any way constitute an offer to appear on the Program. Producer, at Producer's sole discretion, may or may not invite me to attend a call back.. In reviewing the information I provide as part of the selection process, all relevant circumstances will be considered. Producer's decisions regarding selection for the Program are final.

I AGREE TO THE CONDITIONS SET OUT ABOVE AND THAT ALL THE INFORMATION GIVEN IN THIS FORM MAY BE USED IN THE PROGRAM AT THE PRODUCER'S SOLE DISCRETION.

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE NO: _____ MSG/CELL PHONE NO: _____

E-MAIL ADDRESS: _____ ALIASES / NICKNAMES: _____

SOCIAL SECURITY NO: _____ MARITAL STATUS: _____

ARE YOU A US CITIZEN NATURALIZED CITIZEN LEGAL ALIEN

IF YOU HAVE A WORK VISA*, PLEASE LIST THE TYPE: _____

IF YOU HAVE A GREEN CARD*, PLEASE LIST THE NUMBER: _____

IF YOU HAVE APPLIED FOR CITIZENSHIP, PLEASE LIST THE DATE: _____

IF APPLICABLE, LIST NATURALIZATION CERTIFICATE NUMBER: _____

IF YOU ARE A MINOR, DO YOU HAVE A WORK PERMIT? YES NO

IF YOU ANSWERED "YES," PLEASE PROVIDE YOUR WORK PERMIT NUMBER: _____

* PLEASE PROVIDE COPIES

EMERGENCY CONTACT (Name, Phone, Relationship): _____

IF THE INDIVIDUAL SIGNING THIS AUDITION AGREEMENT IS A MINOR IN THE STATE OF HIS OR HER RESIDENCE (E.G., ALABAMA, MISSISSIPPI, NEBRASKA), THEN, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW.

I hereby warrant that (a) I am the parent and/or legal guardian of the minor who signed the foregoing Release, (b) I have read the terms of this Release and have knowingly permitted this minor to execute this Release, (c) knowing of your reliance on the terms of this Release in agreeing to consider the Applicant for participation in the Program, I will cause this minor to adhere to all the provisions of this Release, (d) I will not instruct, authorize, or permit this minor to disaffirm this release or breach any term of this Release, and (e) I will indemnify you against all claims, liabilities, and expenses with respect to any breach of any term of this release or any disaffirmation of this Release by the minor.

Signature: _____

Date: _____

Print Name: _____

“SO YOU THINK YOU CAN DANCE” – SEASON 16

**STATEMENT PURSUANT TO SECTIONS 507 AND 508
OF THE COMMUNICATIONS ACT OF 1934**

1. I affirm that neither I, nor anyone acting on my behalf, shall give, shall agree to give, have given or have agreed to give anything of value to any member of the production staff, anyone associated in any manner with the television series entitled “So You Think You Can Dance” (the “Program”), or any representative of Dance Nation Productions, Inc., 19 Entertainment, Ltd., or Dick Clark Productions, LLC (collectively, “Producer”) and/or the Fox Broadcasting Company (“Fox”) for arranging my appearance on the Program. I understand that the policies of Producer and Fox prohibit payments or the giving of anything of value to arrange personal appearances on the Program and that the failure to disclose to Producer and Fox any such arrangement constitutes a federal crime.

2. I am aware it is a federal offense, unless disclosed to Producer and Fox prior to broadcast, to accept or agree to accept anything of value to promote any product, service, or venture on the air. I am also aware that it is a federal offense to use any prepared material containing such a promotion when I know that the writer of such prepared material received consideration or anything of value for such promotion and failed to disclose this fact to Producer and Fox prior to broadcast.

3. I also understand that it is a federal offense to rig or attempt to rig in whole or in part a quiz show, game show, or contest.

4. I shall immediately notify Producer and Fox if any person attempts to induce me to do anything in violation of the foregoing or which is in any way illegal or dishonest.

SIGNED: _____

PRINT NAME: _____

DATE: _____