

AMERICA'S TOP DOG (WORKING TITLE)
Contestant Application

You may apply to be a contestant on AMERICA'S TOP DOG (working title) by completing and submitting this application.

Please include a recent, clear photo of yourself and your dog with your application. If you'd like to include video footage of you and your dog, we will gladly accept it; however a video is not required at this time.

Please mail completed application, photo, and releases (and video) to:

AMERICA'S TOP DOG (WORKING TITLE) CASTING
6767 Sunset Blvd. #8-470
Los Angeles, CA 90028

Please note the following eligibility requirements must be met in order to proceed with the application process.

- a. Employees, officers, directors and agents of PSL Films, Actual Reality Pictures, Inc., Magic Molehill Productions, Inc., CBS Broadcasting Inc. ("CBS"), and/or of any of their respective licensees, assigns, parents, affiliated and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of the same households (whether related or not) of such employees, officers, directors and agents are not eligible to be contestants on America's Top Dog (working title). In addition, any person closely acquainted with any person connected with the production or administration of America's Top Dog (working title) is not eligible, if in producers' sole discretion, such person's participation could create the appearance of impropriety
- b. You must be at least 18 years of age.
- c. You must be a U.S. Citizen or permanent legal resident of the fifty (50) United States or the District of Columbia and living in the United States.
- d. You must not now be a candidate for public office and must not become a candidate for public office before the broadcast of your appearance on the program, or until one year from the date of the taping of all your episodes of the program.
- e. You must be in good physical and mental health.
- f. You must be willing to travel at your own expense to a location TBD to be interviewed sometime in February 2008 (or as otherwise scheduled by producers).
- g. You must be willing to travel to Los Angeles for up to two weeks in March 2008 (or as otherwise scheduled by the producers) for the final selection process. Pre-approved economy travel (roundtrip to and from Los Angeles and your home in the United States) and lodging to be provided and paid for by producers.
- h. You must be willing to travel to a location selected by producers for six (6) weeks for a

period between mid-April to mid-May, 2008 (or as otherwise scheduled by the producers). Economy travel to be paid for by the producers.

i. If you are selected to be interviewed, you must timely complete and return (prior to the date of your personal interview) a completed Interview Agreement Package, which includes a Background Questionnaire Form among other forms and agreements. Interview Agreement Packages will be provided to potential interviewees by the producers.

j. To accept an invitation to be a semi-finalist, you must complete, and timely return the Applicant Agreement Package, which will be furnished to you by the producers, and will include, among other things, an Applicant Agreement, including Release Forms and Waivers for review and signature by you and your family members, and you must submit to physical and psychological examinations for both you and your dog, to be conducted in Los Angeles by medical professional(s) selected by producers and you must meet all physical and psychological requirements.

k. If you are selected to be interviewed, you agree to authorize producers to conduct thorough investigations into your background and personal history.

FAQ

The following are a list of Frequently Asked Questions that should help guide you through the casting process:

1. What are the guidelines if I include video?

The video can be a DVD, VHS, mini-DV's, mini-DVD's, Hi-8, or VHS C.

2. How will I know if I have made it to the next round?

We will notify all contestants who will be invited to the in-person interviews by mid-February 2008. These interviews will be conducted nationwide and you will be responsible for any travel expenses that you incur.

3. How do I know if you received my application and video?

Unfortunately, due to the high-volume of mail we anticipate receiving from applicants, we will not be able to answer any questions about the receipt of your application and video. All the major courier services can track packages, so we suggest that you send it via one of them.

4. What type of dog are you looking for?

There is no one type of dog who will be chosen. We are looking for a wide variety of dogs and people who will bring talent, energy and excitement to the contest.

5. I can't afford to take six weeks off work. If I am chosen to be a contestant, will I be compensated for my time?

You will not be paid to participate in this program. However, provided that the program is broadcast and the winner complies with all of producers' requirements, the winner will be awarded a cash prize and will be responsible for payment of all applicable taxes.

6. If I send in photos and a video, can I get them returned to me?

No. All photographs and videotapes will become the sole property of the producers once submitted, and will not be returned to you, whether or not you are selected as a contestant.

AMERICA'S TOP DOG (working title)

CONTESTANT APPLICATION

OWNER PROFILE

DATE _____

First Name: _____

Last Name: _____

Nicknames: _____

Spouse's/Significant Other's name (if applicable): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Closest Airport to Your Home: _____

Daytime Phone: _____ Evening Phone: _____ Cell Phone: _____

Email: _____

Age: _____ Date of Birth: _____ Sex: _____ Height: _____ Weight: _____

Hair Color: _____ Eye Color: _____

Current Occupation: _____

How long have you been employed in that capacity? _____

Current Marital Status (circle one) Single Married Divorced Separated Widowed

DOG PROFILE

Name: _____

Nicknames: _____

Breed: _____ Variety: _____

Age: _____ Sex: _____ Weight: _____ Spayed? _____ Neutered? _____

Is your dog housebroken? _____ For how long? _____

Is your dog crate trained? _____ How often has he/she been boarded in a kennel? _____

Color and Markings: _____

Likes: _____

Pet-Peeves: _____

Favorite Toy: _____

Favorite Food: _____

Favorite Walk: _____

Best Tricks: _____

Siblings (Canine & Other Pets): _____

OWNER PERSONALITY (Please rate yourself on a scale from 1 – 5)

LOVE OF DOGS

Great to Have Around 1 2 3 4 5 My Best Friends are Dogs

COMPETITIVE SPIRIT

For the Fun of It 1 2 3 4 5 Anything to Win

ENERGY

Low-Key 1 2 3 4 5 Bouncing Off the Walls

DEMEANOR

Go with the Flow 1 2 3 4 5 Type-A

PERSONALITY

Class Clown 1 2 3 4 5 Straight-laced

Three adjectives that best describe you. _____

Favorite types/breeds of dogs? Why? _____

Least favorite types/breeds of dogs? Why? _____

Please rate your dog on a scale from 1 – 5:

ENERGY

Sleepy 1 2 3 4 5 Hyper

INTELLIGENCE

Dopey 1 2 3 4 5 Genius

FRIENDLINESS

Aggressive 1 2 3 4 5 Affectionate

PLAYFULNESS

Serious 1 2 3 4 5 Loves to Play

DISPOSITION

Anxious 1 2 3 4 5 Easy Going

BEHAVIOR

Free Spirit 1 2 3 4 5 Very Obedient

SPOILED

Likes to Ruff-it 1 2 3 4 5 Pampered Pooch

IDENTITY

Country Pooch 1 2 3 4 5 City Slicker

Links where you can see me strut my stuff in videos _____

1 What is your level of education and what school(s) did/do you attend?

2 If you have any non-canine children, please list their names and ages.

3 State briefly how/where your dog was acquired (i.e. rescue, shelter, breeder, etc.)

4 Is your dog a purebred? If so, is he/she registered with the American Kennel Club? Does he/she have a pedigree?

5 Does your dog have any special talents? If so, please describe in detail.

6 What are your favorite things to do with your dog?

7 How would your friends and family describe your relationship with your dog?

8 Do you and your dog share any personality traits?

9 Has your dog ever participated in any dog shows or competitions? If so, please list.

10 Has your dog ever won any awards or recognitions? If so, please list.

11 Is your dog competitive?

12 Describe your dog's daily routine.

13 Do you and your dog have a special training schedule or ritual? If so, please describe.

14 Are you the sole caretaker and trainer of your dog? If not, please provide the names, relationships and dog care/training duties others perform.

15 Is your dog currently enrolled in or has he/she completed any training programs? If so, please list and describe.

16 Do you or have you ever trained someone else's dog?

17 Have you ever entered any competitions for your dog training, grooming, or handling? If so, please list the names of the competitions and any awards or trophies you've won (if applicable).

18 In addition to you, with whom does your dog most prefer to spend time? Please list name and relationship.

19 How does your dog get along with other dogs?

20 Does your dog have any doggie friends with whom he/she spends a lot of time? If so, please list their names, sex and breeds.

21 Has your dog traveled before? If so, please describe how he/she travels, where to, and when?

22 Where does your dog sleep at night?

23 Does your dog own any clothes? If so, tell us about his/her favorite outfits.

24 Do you have any special parks/gyms/spas/hikes where you go with your dog? Please list them and how often you frequent them.

25 How do you indulge your dog? What's the most you've ever spent on one of these indulgences?

26 Annually, how much would you say you spend on your dog?

27 Share your best memory of/with your dog.

28 What makes your dog unique and worthy of the title “America’s top dog”?

29 What makes you and your dog a dynamic duo? What characteristics does your team posses that will help you succeed in this contest?

30 If you and your dog won our grand cash prize, how would you use it?

31 Do you have any other pets in addition to the dog with whom you are applying? If so, list the type of animals and their names.

32 Are you or have you ever been a professional performer? (Circle One) Yes or No

33 Is your dog or has he/she ever been a professional performer? (Circle One) Yes or No

34 Have you applied for a reality or game show before? If yes, please list the name and network of show and how far you got in the process.

35 Have you ever auditioned for or been on TV, commercials, plays, films, videos or movies of any kind? If so, please list the name and date or time period.

36 Has your dog ever auditioned for or been on TV, commercials, plays, films, videos or movies of any kind? If so, please list the name and date or time period.

37 Do you have any friends or know of anyone who has been on a reality show? If so, tell us the name of the person, the name of the show, and how well you know them.

38 Do you know of any time periods when you would not be available to be on our show?

39 Are you involved with any organizations, clubs, groups, or teams? If yes, please list them:

40 What do you think we would find most surprising about you?

41 Tell us about a moment in life that you are most proud of:

42 How important is religion to you? (please fill in)

- ☐ It's part of my daily life
- ☐ I go to religious services _____ times/month.
- ☐ I only go to religious services for major holidays
- ☐ I never attend religious services

43 Are you a risk taker in life? Tell us some of the biggest gambles you have taken:

44 What is your favorite topic of conversation at a dinner party? What topics are off limits?

45 Who are you closest to in life? Describe each person and your relationship with them.

1

2

3

46 What are your favorite TV shows?

47 What are you favorite movies?

48 Describe your perfect day.

49 What are your biggest pet peeves?

50 How do you deal with people who annoy or provoke you?

51 Finish this sentence: My motto in life is

52 How competitive are you? Are you a good sport or a sore loser? List some examples where you are at your most competitive.

53 Have you ever been arrested or been the subject of any disciplinary charges of any kind? (circle one) Yes No

If so, what were the charge(s) and/or accusations and were you convicted or disciplined, and if so, in what way?

54 Has your dog ever injured another person or animal? If so, describe the action and outcome.

55 Have there ever been any complaints filed against you as a result of your dog? If so, please describe the circumstance and outcome.

56 Are you currently taking any medication? If so, please list meds and reasons for use.

57 Have you ever had any major surgeries? If so, please explain and give dates.

58 Which websites do you subscribe to? (check all that apply)

- ☐ MySpace (please list user name) _____
- ☐ Friendster (please list user name) _____
- ☐ Facebook (please list user name) _____
- ☐ Youtube.com (please list user name) _____
- ☐ Community.dog.com (please list user name) _____
- ☐ Dogster.com (please list user name) _____
- ☐ Mypetpages.net (please list user name) _____

- Other (please list) all that the sites on which you blog, have a profile, subscribe to, etc):

59 Please use the space below to tell us anything else you would like us to know about you and your dog.

The information contained above is complete and accurate to the best of my knowledge.

Signature _____

Print Name _____

Date _____

STATEMENT AND RELEASE

PLEASE READ, SIGN AND DATE the following.

1. In consideration for being considered as a possible participant in the series currently entitled "AMERICA'S TOP DOG" (working title) (the "Series") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant PSL FILMS ("Producer") and the CBS Television Network ("CBS") and each of their respective employees, agents, representatives, officers, directors, designees, assigns and affiliated entities (collectively "Releasees") the following:

- (a) The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audiovisually and/or by audio means record me and/or my voice by any method whatsoever in connection with the Series .
- (b) All rights of every kind and character whatsoever in perpetuity throughout the universe in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder and in any performances or actions made by me in connection with the Series, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me which was included in my entry applications for the Series and/or was captured on any such footage, tapes, and/or recordings, and (iii) all of the results and proceeds thereof (collectively, [i], [ii] and [iii] shall be referred to as the "Material"). The Material shall be considered a "work made for hire" for Producer and Producer shall be the sole author thereof and have all rights of every kind and nature therein, including, without limitation, copyright (and all extensions and renewals thereof and therein) and the right to use all or any part of the Material in any media whatsoever whether now known or hereafter devised (including, without limitation, on the Internet), in perpetuity throughout the universe, and all ancillary and allied rights therein. If the Material is not deemed a "work made for hire" for the Producer for any reason whatsoever, then I hereby assign, grant and set over unto Producer all of my rights of every kind and nature, including, without limitation, all rights of copyright (and all extensions and renewals thereof and therein) in and to the Material in perpetuity throughout the universe.
- (c) The unconditional right to use my name, biography, photograph, personally identifiable information, address (city and state only), personality, likeness and voice (collectively, "Likeness") and/or my statements about the Series (collectively, "Statements"), in connection with the Series or the exploitation of the rights granted herein, including, without limitation, in connection with any publicity, advertising and promotional purposes related thereto, and all ancillary and allied rights therein, without further consideration.
- (d) The right to edit, dub, subtract from, add to, modify or juxtapose the Material and/or my Likeness and/or my Statements in any manner, combine them with any other material and/or incorporate them into any other material, in connection with the Series or the exploitation of the rights granted herein, including, without limitation, in connection with any publicity, advertising and promotional purposes related thereto, without further consideration.
- (e) I understand, acknowledge and agree that the Producer shall have no obligation to use any of the Materials and/or my Likeness and/or my Statements in or in connection with the Series.

- (f) I grant the rights hereunder whether or not I am selected to participate as a participant in the Series in any manner whatsoever. I release Releasees from any and all liability arising out of its use of my Likeness, Statements and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use my Likeness, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light).

2. I hereby acknowledge and agree that: (i) I have answered the application questions honestly and accurately; (ii) If any of the information supplied by me is found to be false or incomplete this can and will be grounds for my dismissal from the selection process, and/or removal from my subsequent participation in the Series if previously selected as a participant; (iii) Producer have no obligation to interview me, and/or select me as a participant; (iv) Even if I am selected as a participant, Producer have no obligation to produce the Series and CBS has no obligation to broadcast it; (v) All decisions by Producer concerning selection of participants are final and not subject to challenge or appeal; (vi) Producer have no obligation to return and have the right to keep any material submitted by me as part of the application process whether or not I am selected as a participant.

3. I hereby represent and warrant as follows: (i) I have the right to grant the rights granted hereunder; (ii) I have the right to enter into this Agreement; (iii) The consent of no other person, firm, corporation or labor organization is required to enable the Producer to use the Material, Statements and my Likeness as described herein; (iv) Producer' use of the Material, Statements and Likeness hereunder will not violate the rights of any third party; (v) Producer shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation; (vi) I am 18 years of age or older and a legal citizen of the United States or legally allowed to work in the United States;

4. Except as specifically authorized by Producer and CBS, I will not myself, disclose to any party any information or trade secrets obtained or learned by me about the Series, including, without limitation, any information concerning or relating to the Series, the participants, the events contained in the Series or the outcome of the Series, for a period from the date of this Agreement until three (3) years after the initial broadcast of the last episode of the Series (i.e., the last episode of the Series as a whole, as distinct from the set of episodes in which Applicant may be included as a participant or selected as an alternate). Without limiting the foregoing in any way, I will not myself, and I will not authorize others to, prepare or assist in the preparation of any written work, any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to the Series. I agree that disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this Agreement and, in addition, shall cause me to pay Producer and CBS total liquidated damages in the amount of \$5,000,000 plus reasonable attorneys' fees (collectively, the "Liquidated Damages"). I understand and agree that it would be extremely difficult and impracticable under presently known facts and anticipated facts to ascertain and fix the actual damages that Producer and CBS would incur if I breach the terms of this paragraph. Accordingly, I agree that the payment of the Liquidated Damages as set forth above accurately reflects the damages that Producer and CBS would otherwise incur. I hereby expressly waive and relinquish any right which I may have to seek to characterize the Liquidated Damages hereunder as a penalty, and further agree that such Liquidated Damages represent a fair and reasonable estimate of the Producer' and CBS's actual damages if I breach the provisions of this paragraph.

5. This Agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. Any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series (including disputes or controversies between Producer and me, or any other participant or prospective participant and me)

may only be brought in Los Angeles County, California, and I hereby agree that the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes or controversies arising under or relating to this Agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Series, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producer and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Producer and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its Los Angeles, California office. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. The parties hereto agree that, notwithstanding the provisions of this paragraph, Producer shall have a right to injunctive or other equitable relief as provided for in California Code of Civil Procedure 1281.8 or other relevant laws.

6. Without limiting the foregoing, any provision of this Agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. This Agreement along with the eligibility requirements, instructions and rules (as such instructions and rules are provided by Producer and may change from time to time at Producer' sole discretion), express the entire understanding between me and the Producer and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producer and cannot be amended except by a written instrument signed by me and the Producer. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this Agreement will be valid or binding unless in writing and signed by both me and the Producer. No waiver by the Producer of any term or condition of this Agreement will be construed as a waiver by the Producer of any other term or condition; nor will any waiver by the Producer of any default under this Agreement be construed as a waiver by the Producer of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Producer may freely assign, in whole or in part, any of their rights or obligations under this Agreement. I may not assign my rights and obligations under this Agreement.

7. Without limiting the foregoing, my remedies for any breach of this Agreement by Producer or others will be limited to an action for damages and in no event will I be entitled to rescind this Agreement or seek injunctive or any other equitable relief in connection with the production, distribution, exhibition, exploitation, advertising and/or promotion of the Series or the rights therein. In connection with the foregoing releases, I hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code or by any similar law or provision of any jurisdiction throughout the world. Section 1542 reads as follows:

“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.”

I represent and agree that I have the full right and authority to enter into this Agreement and to grant all rights hereunder.

I have signed this release on _____, 2008
[Date]

Print Full Name

Signature of Participant

Date of Birth