



The Orange County Black Chamber of Commerce Education Foundation

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Memorandum of Understanding For Production Development Services

PRODUCTION DEVELOPMENT SERVICE AGREEMENT



This Production Development Services Agreement (the "Agreement") is made and entered into on August 1st, 2009, by and between **Black Chamber Education Foundation** ("Client") and **Explorer Studios, Inc.** ("Production Agents").

The Parties agree as follows:

- 1. SERVICES:** Client shall engage the parties for the specific project described in Exhibit A attached hereto (the "Services").
- 2. TIME OF COMPLETION:** The Services shall be commenced on or before August 15, 2009 and shall be completed on or before April 15, 2010.
- 3. PRODUCTION COMPENSATION:** For the services of each completed project, the percentage breakdown as follows:
Client: (**Black Chamber Education Foundation**) shall receive a total compensation of 20% of generated sponsorship for Colorful OC.
Parties: (**Explorer Studios, Inc.**) shall receive a total compensation of 80% of generated sponsorship for Colorful OC. These funds are to be used to produce said broadcast television program. Once the budget is met to develop program, there will a line item budget ear-marking all production cost for approval.

4. EXPENSES: Client agrees that the Parties will be responsible for all expenses authorized in advanced by Client and incurred in connection with this Agreement.

5. INDEPENDENT CONTRACTOR. Parties are an independent contractors and *not* the employee of Client, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of Client.

6. DESCRIPTION OF SERVICES/PROGRAM.

For the services of each completed project, the required services will be as follows:

Client: **(Black Chamber Education Foundation)** shall market and sell product.

Parties: **(Explorer Studios, Inc.)** shall produce and develop a product which includes shooting of client content, designing, editing, encoding, authoring and development of a 30 minute program (26:46:00) for each show. The program will highlight the lifestyles of the diverse and rich culture of Orange County. It will allow the viewer to experience the arts, education, travel, foods, entertainment, celebrations and much more of Orange County California. The program is being developed to be aired on KOCE-TV.

7. CONFIDENTIALITY: Parties acknowledges that he/she may have access to Client's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as Client may designate as confidential ("Confidential Information"). Parties agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless Client grants express, written consent of such a disclosure. In addition, Parties will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Production Agent's unauthorized actions.

7. OWNERSHIP OF PREPARED MATERIALS: Except those items described below, all materials prepared by Parties for Client (the "Prepared Materials") shall be considered the exclusively property of Client. Parties hereby assign and transfer any and all rights, title and interest that he/she may have in the Prepared Materials, including any rights under copyright law, to Client. Parties agree to assist Client, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of these rights. The Prepared Materials do not, however, include any items or materials that pre-existed this Agreement ("Pre-existing Materials"). Parties hereby give Client a nonexclusive, worldwide, royalty-free license to use, execute, display or perform any Pre-Existing Materials included or contained in the Prepared Materials.

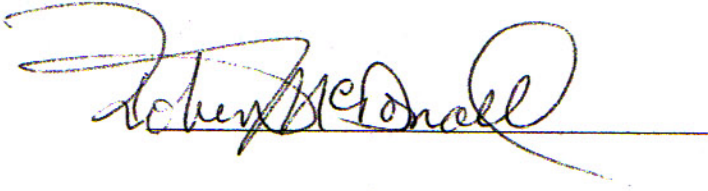
- 8. OTHER RULES AND POLICIES:** Parties agrees to abide by any other rules, policies and procedures as communicated by the Client.
- 9. TERMINATION:** This Agreement may be terminated by either party if either party fails to perform his/her duties or materially breaches any obligation in this Agreement.
- 10. RETURN OF PROPERTY:** Upon termination or completion of this Agreement, Parties will promptly return to Client all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Parties will return any other property belonging to Client including without limitation: computers, equipment, office supplies, money and documents.
- 11. CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of paragraph 6 and 7 of this Agreement will continue in full force and effect following such termination.
- 12. PRODUCTION AGENTS'S EMPLOYEES:** To the extent required by law, the Services shall be performed by individuals duly licensed and authorized by law to perform the Services. Explorer Studios will also utilize a few students' interns from the local colleges to help with their educational endeavors in television production and film making.
- 13. PRODUCTION AGENTS'S INSURANCE:** Parties warrants that he/she is adequately insured for injury to him/herself or his/her employees and others incurring loss or injury as a result of the acts of Parties or its employees.
- 14. BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
- 15. CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
- 16. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 17. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 18. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or

representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and Production Agents.

19. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

Client::

Black Chamber Education Foundation



Production Agents:



Explorer Studios, Inc.
21520 Yorba Linda Blvd., Ste G333
Yorba Linda, CA 92887-3762
714 693-9150
www.explorerstudios.com

