



VIDEOTAPE SUBMISSION INSTRUCTIONS

Applications **MUST** be clearly written and must be accompanied by a video that meets these requirements:

- LENGTH: MAXIMUM OF FIVE MINUTES.
- FORMAT: VHS/DVD, or miniDV
- CONTENT: Start with your name, hometown, and occupation. There is no "right" or "wrong" thing to say or do on a tape, we just want to get to know you (**BUT MOST IMPORTANTLY HAVE SOMEONE ELSE TAPE YOU**). Take us on a tour of your life; show us what's important to you. What sets you apart from other chefs? **DON'T JUST TELL US, SHOW US!**

INCLUDE COOKING & PLATING SOMETHING FOR US, as one thing you show us. Obviously in a condensed version. We want to see you in a kitchen. Show off for us, make us your specialty. Remember since we can't taste your creation, the more visual the better.

Briefly take us through your job, but most importantly we want to see you in **ACTION**. We want to see **YOUR HOBBIES** (i.e., If you ride horses or motorbikes, let's see you in action.) Show us what makes you-**YOU!** We want to see the town you live in. **HAVE FUN and LET'S SEE YOUR PERSONALITY!!!**

The video must be original, truthful, unpublished, created solely by the submitting applicant, must not have been submitted in any other competition, and must not infringe upon any rights of any third party, including, but not limited to, copyright, trademark, and rights of privacy and publicity. In addition, your family must be the owner or legal lessee of the home or property depicted in the video, if any. You must have the right of the person that tapes you to grant all of the rights set forth herein. The video must not include any music or singing.

DEADLINE: Completed applications and videotapes must be received by **MARCH 20th, 2009 at midnight ET** to be considered.** **Remember, the earlier the better.**

The video will become the property of Producer and will not be returned to you, whether or not you are selected as a contestant. Applications will be considered only if they are complete. Completed applications consist of the following:

- 1) Completed and signed Application Form;
- 2) Completed and signed Certification of Veracity;
- 3) One separate recent photo of yourself;
- 4) A recent resume; and
- 5) Your up to five-minute videotape clearly labeled with your name, address, and phone number.

**The production company reserves the right to extend the application deadline in its sole discretion. Please do not include anything except the five items listed above.

EXTENDED APPLICATION INSTRUCTIONS

1. Please fill out the application legibly, using dark colored ink. If you run out of space answering any question, please attach additional pages and reference the question(s) you are answering on such additional pages.
2. You must fill out the entire application. Do not leave any question unanswered. If any question is not applicable to you, write N/A in the space provided, or if no space is provided, next to the question. Failure to answer any question may be grounds for not considering your application.
3. Please write only on the printed side of the paper, but feel free to attach additional sheets if necessary.
4. Complete and return this application ASAP, as we have a very limited amount of time until production begins. That said, PLEASE, take your time and answer completely and honestly.

Send your completed application and videotape to:

**Magical Elves
Top Chef – Cycle 6
P.O. Box # 13005
Los Angeles, CA
90013**

Thank you for your time and effort and GOOD LUCK!



To be considered for this show, you must fill out this application honestly, accurately, completely, and to the best of your ability. Failure to do so may result in your elimination from consideration or from the show, as well as the forfeiture of any prizes or other things you may have been awarded, whether or not you have already received them. Applications that are incomplete, illegible, arrive with postage due or corrupted are void and will not be accepted.

Note: *Throughout this application, you will be asked for contact information for various people. By listing a person, you are granting us permission to contact that person as a reference, as a means of contacting you, or as a means of obtaining additional information about you.*

PART I: BASIC INFO (Please answer every question. Do not leave any question unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)

Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____

Cell Phone/ Pager: _____

Work Phone: _____

E-mail Address: _____

Occupation: _____ Hometown: _____

Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____

D.O.B.*: _____ Marital Status (circle) Single Married Divorced Partner

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

Have a girlfriend? _____ Have a boyfriend? _____

Chef Coat Size (circle one) S M L XL XXL

How did you hear about casting for Top Chef?

PART II: GETTING TO KNOW YOU PROFESSIONALLY (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)

List your current job:

List your last three jobs:

Are you a chef? Yes No (circle one). If YES, how many years have you been a chef? _____

Do you make a living as a chef? Yes No (circle one)

Or is this a hobby? Yes No (circle one)

If you do not currently make a living as a chef, how do you make your living?

Have you attended a culinary school or any another cooking program?

No If NO, what is your cooking background? _____

Yes If YES, please fill out the next two questions:

Name of school(s) & program(s) that you attended:

Did you graduate?

Yes No (circle one)

If YES, please list type of degree earned _____

Have you ever worked or do you currently work for a restaurant?

Yes No (circle one)

If YES, please list any and all positions you have held working for restaurants to date (include your responsibilities and if it was a staff or intern position):

Restaurant/Company	Position	Dates

Do you or have you ever owned your own restaurant? If so, what is the name and location(s)?

If you own your own restaurant, how long have you been in business?

List any places that your personal recipes are used or sold (internet included).

If you own your own restaurant, what were your gross sales for your biggest year?

What are your areas of expertise? Please explain.

How would you describe your cooking philosophy or point of view?

What are your favorite and least favorite things about being a chef?

Who was the most important person to your creative/career development as a chef (your culinary mentor)? Why?

If you had to brag about the four most important accomplishments in your career, what would they be?

Pretend for a moment that you are a contestant on the show. Tell us the dish you would create for each of the three challenges listed below; describe the presentation and ingredients you would use.

- Create a culinary interpretation of the lyric “Eleven Pipers Piping” from the song “Twelve Days of Christmas”.

- Create a dish based on the color yellow.

- Recreate meatloaf into a gourmet dish.

PART III: GETTING TO KNOW YOU PERSONALLY (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)

How would you describe yourself in one word?

How would someone else describe you in one word?

What would someone close to you describe as your best and worst traits?

Describe your most embarrassing moment...

What is an odd fact about you or a talent you possess?

Who are the chefs you admire the most?

Have you met any of them/worked with any of them/do you know any of them? Yes No
(circle one)

If YES, who have you met & how?

Who is your least favorite chef and why?

What are your favorite television shows? Favorite movies? Magazines, books?

PART IV: THINGS WE MUST ASK (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)

Are you a legal resident of the United States? Yes No (circle one)

Do you have a valid passport that will be in full force and effect beginning no later than April 1, 2009 and continuing through the end of 2010? Yes No (circle one)

If YES, please provide passport number, nationality of issuance and expiration date:

Have you met, worked with, socialized with, or do you know any well known or celebrity chefs?

Yes No (circle one)

If YES, please list names and detail the nature and extent of your relationship.

Have you met, worked with, socialized with, or do you know any of the judges or guest judges that have appeared on prior seasons of Top Chef (the "Program")?

Yes No (circle one)

If YES, please list names and detail the nature and extent of your relationship.

Have you met, worked with, socialized with, or do you know any of the former contestants that have participated on prior seasons of the Program?

Yes No (circle one)

If YES, please list names and detail the nature and extent of your relationship.

Are you currently or have you ever been represented by a manager or agent in any capacity? Yes No (circle one)

If YES, please specify what the representation covers or covered and provide the name of the manager or agent, along with their phone number and e-mail address:

Have you applied to be on any TV shows in the past year? Yes No (circle one)

If yes, which one(s)?

Are you currently being considered for any other reality shows, including, without limitation, any game or contest shows? Yes No (circle one)

If YES, which one(s)?

Will you be appearing on any TV shows that are scheduled to air in the next year?

Yes No (circle one)

If YES, which one(s)? Do you know anyone else who is applying to be on the Program?

Yes No (circle one)

If YES, please list their name(s) and address(es):

Have you ever acted, performed or appeared on television (including cable), film or stage? Yes No (circle one)

If YES, please list the dates and shows:

Are you or have you ever been a member of the television/film unions SAG or AFTRA?

Yes No (circle one)

If YES, please provide dates and details.

Are you available to leave your family, work, and friends to go to a location to be designated by the Program producer for **approximately between three and five consecutive weeks and possibly longer or shorter** (plus time for promotion and publicity), beginning sometime in **April 2009 and again in late 2009** (all dates subject to change in producer's sole discretion)?

YES NO (Circle One)

Not including your current residence, list the cities and countries you have lived in and state how long you lived in each place:

Have you ever been in the military? Yes No (circle one)
(If YES, you will need to complete a form authorizing disclosure of your military records, including, without limitation, discharge papers, to the producer of the Program and please attach a copy of your DD214 or any other discharge documentation.)

If YES, branch of military: _____ Dates of Service: _____

Type of Discharge: _____

Were you ever the subject of any disciplinary proceedings or actions in the military?

Yes No (circle one)

If YES, please describe in detail, including, without limitation, date(s), place(s), nature of charge(s), outcome of proceedings and any actions taken.

Have you ever been convicted of a felony or a misdemeanor? Yes No (circle one)

If YES, please give dates and details. *Use the back of this page or attach additional sheets if necessary.*

Have you ever been a party to a civil lawsuit? Yes No (circle one)

If YES, please describe when and where the event occurred, the other party (ies) to the lawsuit, whether you were the plaintiff or defendant, the nature of the case, and what the outcome was: _____

Have you ever had a temporary restraining order issued against you or has anyone ever attempted to obtain a temporary restraining order against you? Yes No (circle one)

If YES, please give details, including, without limitation, date(s), place(s), name of party seeking the temporary restraining order and relationship of such party to you, and a description of the basis upon which the temporary restraining order was sought, whether it was issued, and the basis upon which it was issued. _____

Have you ever been convicted of any crime of reckless or drunk driving?

Yes No (circle one)

If YES, please describe in detail, tell us when and where the event occurred, and what the outcome was.

Have you ever done or been involved in anything that would cause the Program producer and/or the cable network and affiliates that may exhibit the Program any embarrassment or monetary loss if you are chosen to participate in the Program? Yes No (circle one)

If YES, please list and explain the specific matters:

Please list below anyone you know or have known who is now or has been in the past two years an officer, director, employee, agent or representative of any of the following:

- (a) NBC Universal, Inc. or its parent (General Electric Company, Inc.) or affiliated or subsidiary companies, including, without limitation, Bravo Media LLC (the "Network"), and the NBC television network;
- (b) Magical Elves, Inc. (the "Producer");
- (c) Any television network, station or channel, cable network, or satellite network that may air the Program;
- (d) Any person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;
- (e) Any person or entity supplying prizes or other services to the Program; or
- (f) Any sponsor of the Program or its advertising agency.

If you do not know anyone who fits the above categories, please write "None" in the space below.

If you are chosen to be on the Program, is there any person or part of your life that you would prefer not to share on-camera (*i.e.*, social organizations, activities, friends, family)? Yes No (Circle One)

If YES, please describe, including your reasons:

List all TV game or contest shows on which you have appeared, whether or not you won a prize. If you have not appeared on any such shows, please state this. Do not leave the space below blank.

Have you appeared in any magazines, publicly disseminated photographs, advertisements or on the Internet? Yes No (circle one)

If YES, please describe:

Have you ever created a website or posted any materials on any website?

Yes No (circle one)

If YES, name and describe the website you created and/or the materials you posted.

Is there anyone among your family, friends or work colleagues that would object to you appearing on television? Yes No (circle one)

If YES, please identify all such persons, including your relationship with them and the reason they would object. _____

PART V: REFERENCES AND CONTACTS (Please answer every question. Do not leave any question unanswered or any space blank.) Please remember to only list people in this section who you give us permission to contact as references or as a means to contact you.

Please list three people whom you frequently see in case we need to get in touch with you on very short notice or who can serve as a reference (*i.e.*, significant other, roommate, boss, etc.):

Name	Address	Phone	How You Know Them
1.			
2.			
3.			

Please list **ALL** of the well known or celebrity chefs that you've worked with in the past and in what capacity. (Feel free to use the back of the page if you run out of room.)

Name	Phone	How You Know Them and Nature/Extent of Relationship	Last Time You Worked With Them
1.			
2.			
3.			
4.			
5.			
6.			

Please list three people who are not related to you and who have known you for over 3 years:

Name	Address	Phone	How You Know Them
1.			
2.			
3.			

PART VI: ELIGIBILITY REQUIREMENTS AND RELEASES

- 1) You must be (a) a legal resident of the U.S. and able to legally travel to any foreign country in connection with your participation (if any) in the Program, or (b) able to obtain the appropriate visa or waiver to enable you to stay legally in the U.S. to participate in the Program and be able to legally travel to any foreign country in connection with your participation (if any) in the Program.
- 2) You must be at least 21 years of age as of April 1, 2009.
- 3) You must not be a candidate for public office and must agree not to become one until one (1) year after the initial exhibition of the episodes of the Program in which you appear, if selected as a contestant.
- 4) You may not participate in the Program if your participation would create impropriety or the appearance of impropriety. In making this determination, Producer and the Network will consider whether you or any member of your immediate family or anyone living in your household is or has been within the last two (2) years an employee, officer, director or agent of any of the following:
 - (a) NBC Universal, Inc., Bravo Media LLC, or any television production company, network, station or distributor owned and operated by NBC Universal, Inc.;
 - (b) Producer, or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;
 - (c) Any sponsor of the Program or its advertising agency; or
 - (d) Any person or entity supplying prizes or other services to the Program.

In addition, Producer and the Network reserve the right, but are not obligated, to disqualify or render ineligible any person whom any of them determines, in their sole discretion, is sufficiently connected with the production, administration, casting, judging, or distribution of the Program, such that his or her participation in the Program could create the appearance of impropriety. Such decisions shall be final and are not subject to challenge or appeal.

- 5) If you are selected as a potential contestant, you must execute waivers and release agreements, including, but not limited to, an Applicant Agreement, Release and Arbitration Provisions and other agreement(s) as required by the Producer or the Network, or any of their licensees, successors or assigns.
- 6) You will need to be available to the production for **approximately between three and five weeks or possibly longer or shorter beginning in April 2009, as well as late 2009** (all dates subject to change in the sole discretion of Producer), and you will need to be available for pre-production and post production activities. Furthermore, you may be separated from the other members of your family for some or all of this time. You will need to be willing to travel to various locations as part of production.

7) Any offer to become a participant may be conditioned upon your submission to medical and/or psychological examinations to be conducted by medical professionals selected by and paid for by the Producer and the certification of the medical professionals that you meet all medical and psychological requirements. You must be willing to submit medical and psychological information to the production, and you must be willing to submit to a medical examination, psychological examination, and background check.

* * *

8) You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements set forth in this application; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the contestant selection process and/or from the contest and/or from the Program if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to interview me and/or select me as a contestant; (v) I agree to keep strictly confidential all information about the Program that I acquire during the contestant selection process and/or during my participation in the Program (if applicable); (vi) my voice, actions, and likeness will be recorded as a part of this application and contestant selection process, and I understand that Producer may, but is in no way obligated to, actually use such recordings within the Program or in any other manner; (vii) even if I am selected as a contestant, Producer has no obligation to produce the Program or conduct the contest and the Network has no obligation to exhibit it, even if conducted and produced; (viii) all decisions by Producer concerning selection of the contestants are final and not subject to challenge or appeal; and (ix) Producer has no obligation to return any materials submitted by me as part of the contestant selection process whether or not I am selected as a contestant, and Producer may, but is in no way obligated to, use any such materials in the Program or in any other manner.

(b) By signing below and submitting this application, I hereby consent to the recording, use and reuse by Producer and the Network, and each of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities and each of their respective representatives, employees, agents, officers and directors (collectively referred to herein as "Releasees"), of my name, voice, actions, likeness (actual or simulated), nickname, appearance, biographical information, and any information contained in, derived from or obtained in connection with this application, including, without limitation, any recordings or still pictures of me taken during the contestant selection process and any materials submitted by me in connection with my application, including, but not limited to, my video and photograph of me (collectively referred to herein as "Likeness"), as edited, altered, or modified by the Producer, the Network or by any of the other Releasees, in any and all media now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with all allied, ancillary and subsidiary rights therein, including without limitation, advertisements, promotion, publicity, marketing and merchandising, or otherwise.

Further, by signing below and submitting this application, I warrant and represent that everyone appearing in the video submitted by me in connection with this application and anyone that may have shot the video and taken the photograph submitted by me in connection with this application agrees that the video and photograph may be used in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production and in the advertisements, publicity and promotions for the Program, any other production, and for any entity that exhibits or otherwise exploits my Likeness, the Materials (as defined below), the Program or other production throughout the universe at any time, in perpetuity, in any and all media, whether now known or hereafter devised, without any compensation whatsoever. I agree that Releasees or any of them 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 (including, without limitation, all copyrights) in and to any recordings made by any of them as well as in and to any video, recordings, and still pictures that I have provided or may provide in connection with my application, including, but not limited to, of my recipes/dishes and any other materials that I have provided or may provide in connection with this application, the Program and the contestant selection process, including, but not limited to, my recipes/dishes, which video, still pictures and any other materials will not be returned to me (collectively referred to herein as the "Materials"), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with advertisements, promotion, publicity, marketing and merchandising, or otherwise. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Releasees these rights or for signing this application.

I agree to take, at Producer's expense, any further action, in writing (including, without limitation, execution of affidavits and/or other documents), requested by Producer to effect, perfect or confirm Producer's and the Network's rights in the Materials and my Likeness, including, without limitation, the rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Materials and my Likeness in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to me or any other person or entity.

(c) I understand that the contestant selection process will involve subjective decisions made by certain individuals selected by Producer and/or the Network in their sole discretion. I further understand that those certain individuals, the Network, Producer and/or other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all contestant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(d) **Release and Agreement Not to Sue.** To the maximum extent permitted by law, by signing this application, I hereby release the Releasees and any television station

or channel, cable network, or satellite network that airs the Program, the other contestants and participants in the Program, the advertisers connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Program, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my participation in or in connection with the Program, and/or the recording or use of my Likeness and/or the Materials, including, without limitation, my participation in the contestant selection process of the Program, any exploitation of the Program or my appearance on the Program, the failure of Producer to select me as a contestant, the cancellation of the Program, or the exercise by Producer of any rights granted by me with respect to the Program on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, false light, and defamation) (the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another participant or any other third party at any time. Further, to the maximum extent permitted by law, I agree not to sue Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any other reason based on any of the Released Claims hereunder.

(e) I hereby authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in this application, any supporting documents and any other document that I submit, have signed or do sign in connection with my application to be selected as a contestant in the Program, or any other written or oral statements I make in connection therewith. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all claims, actions, damages and liabilities arising out of or in connection with any such investigation. I specifically authorize investigation of my employment records, medical records, and government records, including, but not limited to, my motor vehicle records, criminal records, civil records, military records, credit and/or consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting contestants in the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and/or in and in connection with any advertising, promotion or publicity for the Program or other program.

(f) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological and medical examinations and background investigations of me if required by Producer in Producer's sole discretion to the maximum extent permitted by

law. I further authorize the individuals conducting such examinations and investigations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations or investigations, and I hereby authorize Producer to utilize such information in selecting contestants for the Program. Additionally or in the alternative (in Producer's sole discretion), I will provide Producer with certification from my personal physician stating that I am physically fit and have no medical condition that would prevent me from participating in the Program, and that engaging in the Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

(g) Whether or not I am selected to be a contestant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, contestant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer or to the Network, the business of Producer or the Network, any program produced by Producer and/or exhibited by the Network, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program contestants, the location(s) of the Program, the events contained in the Program, or the outcome of any contest in or episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my applying to be a contestant on the Program or (if I am selected to be a contestant) as the result of my experiences as a contestant on the Program (collectively, the "Information and Materials"). I acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or the Network. At no time will I ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials.

I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by the Network by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer and/or the Network result in my being disqualified to participate as a contestant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this application would cause Producer and the Network irreparable 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 and the Network shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any of the confidentiality provisions of this application by me. I also recognize that proof of damages suffered by Producer and the Network in the event that I breach any of the confidentiality provisions of this application will be costly, difficult, and/or inconvenient. Accordingly, I agree to pay Producer and the Network the sum of One Million Dollars (\$1,000,000.00) per breach plus disgorgement of any income that I may receive in connection with my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program. I agree that One Million Dollars (\$1,000,000.00) plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages

Producer and the Network are likely to suffer in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application. In addition, I agree to pay Producer and Network the sum of One Hundred Thousand Dollars (\$100,000.00) per breach plus disgorgement of any income that results from my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program. I agree that One Hundred Thousand Dollars (\$100,000.00) plus disgorgement of any income is a reasonable estimate of the amount of damages Producer and the Network are likely to suffer in the event I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application.

9) As used herein, "Producer" shall include Magical Elves, Inc., its licensees, successors, and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me under this application to any person or entity.

10) This application shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof.

11) **MEDIATION & ARBITRATION**. The parties agree that if any controversy or claim arising out of or relating to this application cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. **IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES, CALIFORNIA. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS APPLICATION SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS APPLICATION OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING THE FOREGOING, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS APPLICATION,**

OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR THE NETWORK'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND THE NETWORK IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND THE NETWORK SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

12) SEVERABILITY. THE ILLEGALITY, INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS APPLICATION SHALL IN NO WAY AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OF THE REMAINDER OF THIS APPLICATION, WHICH SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

I have read, understand, and agree to be bound by all of the terms and conditions of this application. **I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.**

Signature _____ DATE: _____

Name (Please print or type) _____

Address _____

Phone Number _____

NOTE: You MUST NOT DISCLOSE any information you have learned about the show during this casting/application process.

If you OR ANY ASSOCIATE, FRIEND, RELATIVE, AGENT, REPRESENTATIVE OR OTHERWISE does disclose any information about this show to any third party including but not limited to members of the media or press, YOU MAY BE IMMEDIATELY DISQUALIFIED FROM THE APPLICATION PROCESS AT THE SOLE DISCRETION OF THE PRODUCER.

Thank you for your time and effort in completing the form.

Please notify Producer in writing if there is a change in your address, phone number or other information provided by you in this application.

Don't forget to attach a photocopy of your Driver's License or government issued photo ID and any military discharge records, if applicable.

Please be sure to sign and date the Certification of Veracity on the next page. If you fail to do so, your application will not be considered.

Please make sure your passport is valid and up to date. If you do not have one, please apply for one immediately.

Good Luck!

FOR PRODUCTION USE ONLY:

Any possibility of LEG? YES NO (Circle one)

If yes, number on driver's license or other form of gov't issued photo ID: _____

Attach photocopy of ID document, or write tape number and time code of close-up of ID document here: _____

CERTIFICATION OF VERACITY

1. I have voluntarily applied to participate in the television program currently entitled "TOP CHEF" (working title) (the "Program") being produced by Magical Elves, Inc. ("Producer") for possible exhibition by the Bravo cable television network (the "Network"). In order to be considered as a contestant in the Program, I have made and will make statements and representations to Producer and to the Network regarding myself and my background. I understand that this information is being relied upon by Producer and by the Network in considering me for selection as a contestant in the Program.

2. I hereby certify, represent and warrant that all statements, disclosures and representations made by me in my application to participate in the Program, in any other document or agreement that I have signed or will sign in connection with the Program or my participation in the Program, and that I otherwise provide to Producer, to the Network, or to anyone acting on their behalf, are true, accurate and complete. Without in any way limiting the foregoing, I certify that I have not withheld or mischaracterized any information regarding myself or my background. I also agree to immediately inform the Producer and the Network if any of the information I provide becomes inaccurate or incomplete at any time prior to the exhibition of the final episode of the Program.

3. If any statement, disclosure or representation is or becomes false, misleading or incomplete, Producer and/or the Network may remove me from consideration as a contestant in the Program, may remove me from the Program, and/or may withhold from me or cause me to return any prizes, monies, or other items that I have won or received, including, without limitation, any prizes, monies, or other items already delivered to me.

4. I also recognize that proof of damages suffered by Producer and the Network in the event that I breach any provision of this certification will be costly, difficult and/or inconvenient. Accordingly, I agree to pay Producer and the Network the sum of One Hundred Thousand Dollars (\$100,000) per breach plus disgorgement of any money or the value of anything that I may receive in connection with my breach as liquidated damages in the event I breach any provision of this certification. Furthermore, I will indemnify and hold harmless Producer, the Network, and their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representative and employees, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) that in any way arise out of or result from my breach of any provision of this certification.

ACCEPTED AND AGREED

Signature: _____ Date: _____

Print Name: _____