



LOCATION SUBSCRIPTION AGREEMENT

PARTIES

The parties to this contract are Destination Television, Inc. ("Company") and _____ ("Location").

LEGALITY

Under the terms outlined in this agreement if either party fails to follow through with the agreed terms then by law they may present themselves in front of a jury in a court of law.

AGREEMENT TERM

The term of this Agreement is for thirty six (36) months from execution date of this Agreement. The Agreement automatically renews at the end of the term unless Company is notified in writing 30 days prior to renewal date.

TERMINATION

This Agreement may be terminated (I) by mutual agreement of the parties; or (II) by a breach or failure to follow these terms by either party; or (III) a filing for bankruptcy by either party.

COMPANY OBLIGATIONS

Company agrees to edit and deliver content for the Locations consisting of the following:

- a). A :05 second logo branding slate that plays 20 times per hour per screen, per Location per month.
- b). A fully produced, edited :30 commercial second spot featuring Location's, branding, products and services, monthly calendar or other digital signage requested by Location. Location commercial spot will play 10 times per hour, per screen, per location. Additional updates are available at \$80.00 per hour.

The balance of the broadcast time is devoted to the airing of upcoming movie trailers, new music videos and television commercials.

- c). Company agrees to update text on the locations commercial spot no more than one (1) time per month.
- d). The Company has the right to acquire ("Plug IN") to pre-existing televisions for the network from the Location for a minimum of _____ % of the Locations screens for the Location's network.90
- e). When Location network acquires sufficient media and requires additional digital storage for the network (approximately 3-4 months), the Company will supply the Location with a Digital Media Player that can deliver additions and deletions to the Locations Play list and remotely manage the locations network.
- f). Company agrees that the broadcast will adhere to general audience network standards and be of a commercially acceptable broadcast quality format.
- g). **Location** acknowledges that the Company may provide additional equipment at no charge to Location. Location acknowledges that any/all equipment installed at Location is the property of Destination Television unless purchased by the location. Location permits the Company an irrevocable right to enter their premises or place of business, with or without to service, replace or remove equipment. Location agrees not to make any claim of ownership of such equipment, encumber damage, remove, hide or otherwise interfere with equipment or Network operations.

Broadcast Package

- Your custom in-store Point of Sale (POS) Marketing-at Retail Advertising System.
- 1 00:05 sec Logo Branding slate!
- 1 00:30 sec Broadcast Quality Commercial updated every month!
- Universal format playlist of Blockbuster Movie Trailers, New Music Videos and your ads!
- Software to run and monitor your Network!
- HD Digital Media Player!
- Traffic Driving Relevant Ads!

Frequency and Rotation

Your basic locations package includes:

(15) :30 sec Broadcast Quality In-Store Commercials per Hour!

(20) :05 sec In-Store Logo Branding Slates per Hour!

A HD Digital Advertising Media Player!

Traffic Driving Relevant Advertisements!

1260 Ads per week!

5040 Ads per months!

60,480 Ads per year!

Less than 5 cents per :30 sec Ad!

LOCATION OBLIGATIONS

- a).** The Location Subscription Fee is \$.00 per month, per Location. Location agrees to pay the monthly subscription fee per Location to the Company and will remain at the above referenced rate as long as the parties are in agreement. Location Subscription Fee is for content solution as a service and canceling of the service "content" and/or any litigation that arises between the parties in regards to the service does not preclude Locations obligation for payment to the Company.
- b).** The Location may subscribe for SMS text messaging for their Location. The Subscription fee is free for the first month and \$49.95 thereafter in concurrence with use of service and term of the agreement.
- c).** The Location will supply Company Location Logos, (e-mailed), hi-resolution digital photos (e-mailed) web files, or other print ad, video or any other materials or information necessary to assist and fulfill their broadcast obligations for Location.
- d).** The Location agrees to have the Company commercial broadcast turned "**ON**" during "**ALL**" normal business hours of the Location. Failure to maintain the television or monitors in the on position during Locations normal operating hours constitutes a Breach of the Agreement by Location (except due to mechanical failure).
- e).** A Digital Player has been agreed upon as the platform for delivering the content to the Location. If the Company agrees to provide locations content through the internet, Location agrees to provide and pay for locations high speed DSL line and service separate from agreement.
- f).** The Location can plug in the audio to the Locations audio system and "PLAY" the audio of the broadcast at the location at their discretion.
- g).** The Location agrees not to alter, insert other digital programming or provide programming in any way to the designated television(s) or monitor(s) including but not limited to Free TV, Cable, Satellite or any other public or private programming during the terms of this agreement.
- h).** The Location hereby grants the Company the exclusive right to broadcast the Locations digital advertisements (with the exception of Locations advertisements on Major Networks or Satellite TV). The Location will not allow any competing or commercial or independent systems or business similar to that of Destination Television to operate at the Location during the term of the agreement.
- i).** The Location hereby grants the right to broadcast Destination Television's broadcast at the Location during the term of the agreement.

j). The Location acknowledges that all of the equipment is installed by Destination Television and shall remain the sole and exclusive broadcast property of the Company's and may not be encumbered in any way by the Location or any third party unless paid for by the Location.

k). The Location agrees and accepts that payment is due to the Company every thirty days after initial payment. Location agrees and understands that if payment is not received within fifteen days of due date by the location, Company has the right to terminate the service to Location until payment is rendered in full.

l). The Location agrees that if any publishing software is provided Location for the purpose of creating Location advertising content, Location agrees to not disrupt, interfere or with the Location Playlist and forward the created content to Company for insertion into the Location Playlist.

ACCEPTANCE:

(a) The Company acknowledges that all revenues received "Prior" to execution of the agreement, represents all "Gross Proceeds" owed to Location shall be post execution and no "retroactive" advertiser revenue shall be owed Location and the Location shall "inherit" such advertisers subject to the term of Company's advertiser licensing agreement.

(b) Location acknowledges that any equipment installed from the Company will remain the equipment of the Company. Location acknowledges that the Company has the right to enter their premises with proper notification at place of business, to service, replace or remove equipment. Location agrees not to make any claim of ownership of such equipment, encumber damage, remove, hide or otherwise interfere with the Company's right of ownership of any installed equipment.

By signing below, the Location acknowledges Location's review and acceptance of the terms and conditions contained in this Agreement. It is the Location's responsibility to follow the installation instructions and procedures. *I understand my installation responsibilities.

Accepted by Principal/Corporate Officer: _____

Company Location (name of business): _____

Signature Name (must be printed): _____

Date / / Signature: _____



LOCATION/INSTALL & CONTACT INFORMATION

Name of Location Contact:

Name of Owner:

Location Address:

Location Phone:

Location Web Address:

Contact Email:

Location Fax#:

Contact:

Hours of Operation:

destination television®

Location Network Configuration

Please check the box next to the television screen that best fits your layout and composition inside the establishment.





LOCATION ARTWORK REQUIREMENTS

Artwork Contact Information:

Name _____

Number _____

Email _____

- Logos-at 720X480 at 720 X 480 at 300 dpi, as an Adobe Illustrator File, or an Adobe Photoshop file
- Pictures-at least 720X480 at 72 dpi
- Menu's-as a Word Document, Excel Document or PDF
- Schedules- as a Word Document, Excel Document or PDF
- Pricing Info- as a Word Document, Excel Document or PDF
- Web Addresses- as a Word Document, Excel Document or PDF
- Additional Info- as a Word Document, Excel Document or PDF
- Newsletters- as a Word Document, Excel Document or PDF

Please e-mail all digital information/files to: artdepartment@destinationtelevision.com

For questions, please call: **954-332-6600 Ext: 506**

destination television®

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COMPANY INFORMATION

Company Name: _____ Phone: _____
Street Address: _____ Company Structure: _____
City, State, Zip Code: _____ Years in Business: _____
Signor/Title: _____ Web Site: _____

PERSONAL INFORMATION

Name (owner #1): _____ Name (owner #2): _____
Title: _____ Title: _____
Home Address: _____ Home Address: _____
City, State, Zip Code: _____ City, State, Zip Code: _____
Social Security Number: _____ Social Security Number: _____
Email: _____ Email: _____

BUSINESS BANKING INFORMATION

Bank /Branch: _____ Account Number: _____
Contact: _____ Phone: _____ How Long: _____
Bank /Branch: _____ Account Number: _____
Contact: _____ Phone: _____ How Long: _____

LEASE/LOAN REFERENCES

Lender: _____ Account Number: _____
Loan Amount: _____ Contact: _____ Phone: _____
Amount Paid: _____ Lender: _____
Account Number: _____ Loan Amount: _____
Contact: _____ Phone: _____
Amount Paid: _____

TRADE REFERENCES—TWO YEAR HISTORY

Supplier: _____ Contact/Acct: _____ Phone: _____
Supplier: _____ Contact/Acct: _____ Phone: _____
Supplier: _____ Contact/Acct: _____ Phone: _____

EQUIPMENT DESCRIPTION

Description: _____

Equipment Cost: \$ _____ Lease Terms (# of Months): _____ New Used
Vendor: _____ Address: _____ Phone: _____

DECLARATION I hereby certify (i) the information above is true and correct, (ii) you are hereby authorized to investigate all bank, credit and trade references, and said references are hereby authorized to release any requested information to you or your nominee, (iii) such authorization shall extend to obtaining personal credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit or additional credit for reviewing or collecting the resulting account, (iv) this information may be transmitted by us to you and by you to underwriter(s) for the purpose of granting one credit, either electronically or manually, and that by submitting this application, I take full responsibility for transmission thereof, (v) I am over 18 years of age, (vi) I acknowledge my rights under the Fair Credit Reporting Act, (vii) I consent to receive facsimiles and emails sent Five Point Capital and its affiliates for the purposes of transmitting account updates, requests for information and notices, and (viii) this request is for business and not for consumer purposes.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

*Failure to comply with the above responsibilities can result in delays in your service installation, interruption, or complete loss of service, and additional charges. Service availability and offer subject to change. Other items and restrictions may apply. Destination Television is a registered trademark of Destination Television, Inc. Copyright 2008.