



APPLICATION AGREEMENT AND INFORMATION FORM

INSTRUCTIONS: To be signed by the authorized signatory of the applicant company applying for Affiliate rights. Please send this letter with the completed application form to Destination Television's address below:

Operations Dept.
Destination Television, Inc.
530 North Federal Highway
Fort Lauderdale, FL 33301
david@destinationtelevision.com

1. This Application is being provided in order for you to submit an application for the Affiliate territory rights to operate as an independent Contractor for the Destination Television Network to be located at address:

Name _____

Street: _____ **City** _____

State _____ **Zip** _____

2. The undersigned understand(s) that Destination Television, Inc. ("Destination Television") is relying upon the information provided in this Application and in all other documents submitted in connection with the Destination Television's application process. Applicant, in connection with or in support of the Application, including all business information and financial statements provided by Applicant, represents and warrants that:

(a) All information contained in the Application is true, correct and complete on the date hereof. The Application includes all facts necessary to make the information provided therein not misleading. Applicant will inform Destination Television promptly of any material change in any of the information furnished in the Application.

(b) The undersigned has the authority to make the Application and to enter into any other documents contemplated thereby, including, without limitation, an Affiliate Agreement, a trademark license or a trademark user agreement ("Contracts") on behalf of Applicant.

(c) Neither the submission of the Application nor the execution of the Contracts will violate or conflict with the terms of any other agreement to which Applicant is a party or by which Applicant is bound. Applicant has not been induced by Destination Television or any affiliate thereof, to terminate or breach any agreement with respect to the above mentioned NETWORK location.

(d) If the Application is approved, Destination Television and Applicant will enter into a non-disclosure agreement with a view to concluding the required Contracts.

3. Applicant understands and acknowledges that:

(a) Destination Television does not enter into and, in fact, has not entered into oral agreements or understandings with respect to the Contracts or matters pertaining to the granting of an Affiliate.

(b) The Affiliate shall be granted in accordance with the terms and conditions of the Affiliate Agreement.

(c) Notwithstanding any approval of an Application for an Affiliate, any failure of Applicant to execute an Affiliate Agreement within 30 days from the date of Destination Television's approval of the Application shall cause such approval to be withdrawn and to have no force or effect.

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Affiliate Program

(d) Destination Television reserves the right to contact any Persons to confirm information provided to Destination Television in connection with this Application and obtain additional information which Destination Television believes is necessary for the proper consideration of the Application. The undersigned authorizes Destination Television to review, make notes, copy and obtain any civil, criminal, financial, credit and business records and information pertaining to the Applicant for the purposes described above. The undersigned expressly waive(s), release(s) and forever discharge(s) Destination Television and its affiliates from any claim or other liability, of whatever nature or cause, arising from or out of or in any manner related to the review and copying of records and the confirming and obtaining of information described herein.

(e) The undersigned acknowledge: (1) that any projections and other financial information provided by Applicant in this Application are voluntarily provided and have been prepared by Applicant and/or its advisors; and (2) that Destination Television has not participated in or provided any assistance to Applicant with respect to the preparation of such projections or other financial information. By accepting the foregoing information in connection with the Application, Applicant further acknowledges that Destination Television is not ratifying, confirming, approving or making any other representation concerning the accuracy or predictability of such information or that the Applicant will attain any particular level of financial performance indicated by such projections or other financial information. The undersigned hereby releases and forever discharges Destination Television and its affiliates, from any claims or other liability arising from or related to the providing or use of the financial information provided by Applicant.

(f) The undersigned, jointly and severally, agree(s) to indemnify Destination Television and its affiliates, directors, employees, agents, representatives and assignees thereof and to hold them harmless from all liability, costs, damages and expenses (including legal and accounting fees and expenses) in connection with the breach of any contract or any representation, warranty or information contained in the Application by Applicant or in connection with Destination Television's reliance on such representations, warranties and information. Destination Television shall have the right independently to take any action it may deem necessary in its sole discretion, to protect and defend itself against any threatened action without regard to the expense, forum or other parties involved. Destination Television shall have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing) and over the settlement, compromise or other disposition thereof.

(g) The undersigned will keep all oral and written information regarding the Destination Television and Destination Television Affiliate program the Confidential Information which Applicant may receive or have access to, in strict confidence for an indefinite time period, and will neither use for its own benefit nor disclose or divulge to any other person any part of such Standards or other Confidential Information. If a definitive Affiliate Agreement is not entered into, Applicant agrees to return to Destination Television all tangible Confidential Information within five (5) days of Destination Television's request and agrees that the terms of this Section 3 (h) will survive any approval or disapproval of the Application by Destination Television. All capitalized terms set forth above shall have the meaning provided in Destination Television's then current form of Destination Television Affiliate Agreement.

4. All affiliates are expected to sign up a minimum of ten (10) locations within the first sixty (60) days after they have received their training, and a minimum of five (5) new locations each month thereafter. Failure to do so may result in termination of the Affiliate/Company relationship.

5. The terms of this Application will survive any approval or disapproval of the Application by Destination Television.

6. This Application may be executed in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

(Company, Joint Venture or Partnership Name)

Name: _____
(Authorized Signatory)

Signature: _____

Title: _____

Date: _____