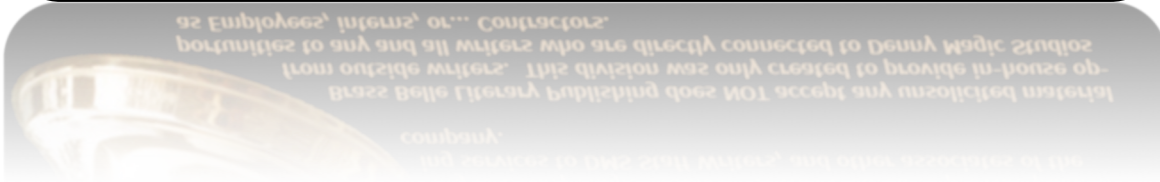
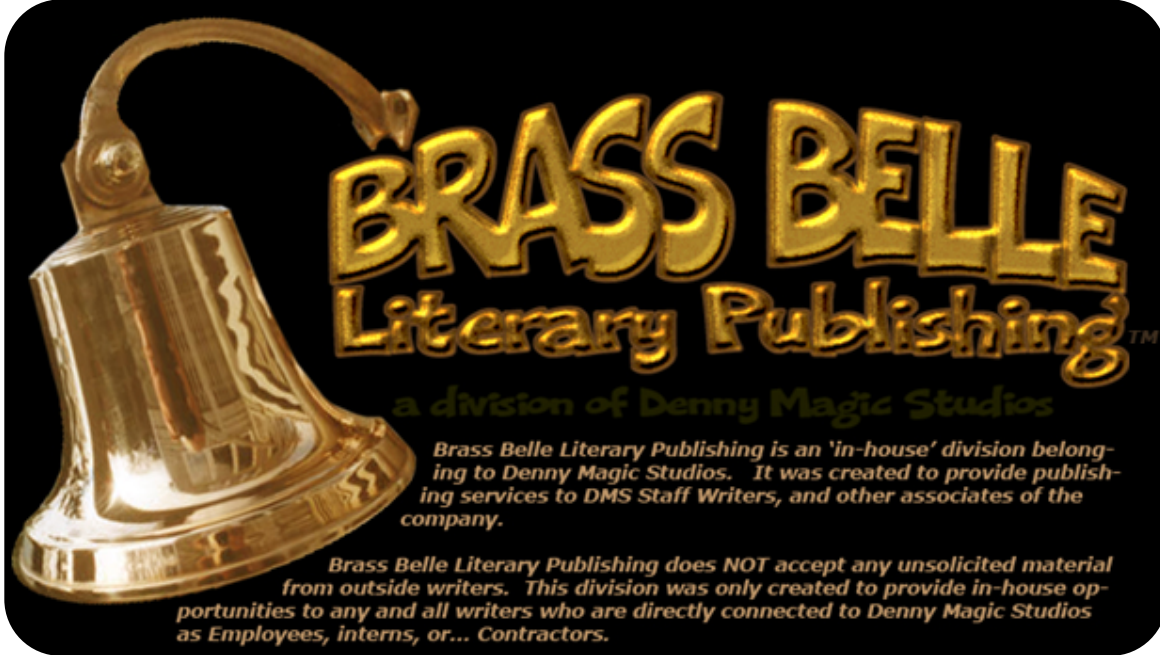


Brass Belle Literary Publishing – Representation Contract

A division of Denny Magic Studios • POB 18192 • San Jose, California



Brass Belle Literary Publishing Representation Contract For Literary Works

An in-house division of Denny Magic Studios
POB 18192 • San Jose, California 95158-8192

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1 Mission Statement:

2 Brass Belle Literary Agency was started in order to provide “in-house” administrative services to the
3 creative writers who have elected to work with Denny Magic Studios. These writers are engaged in
4 various tasks, which include (but are not limited to) creating scripts and original stories that will be
5 woven into the offerings (re; Products) that Denny Magic Studios is noted for creating.

6
7 Brass Belle Literary Agency will administer all copyrights for this “written” proprietary intellectual
8 property, and will establish and regulate ownership issues for any and all written work created for
9 Denny Magic Studios. The administration duties will include (but are not limited to) representing this
10 original work to possible buyers, and negotiating licensing agreements that will allow clients of
11 Denny Magic Studio’s to acquire specific legal rights through the use of a licensing agreement, which
12 will facilitate potential sales and placement of specific products that are considered proprietary
13 intellectual property belonging to Denny Magic Studios.

14
15 Brass Belle Literary Agency will collect any and all royalties for each specific product that is licensed
16 by any, and all buyers, and will dispense ninety (90%) percent of the collected fees to any and all
17 legal collaborators who are associated with each specific piece of literary work represented by the
18 agency. The agency will retain a ten (10%) percent fee for their services in order to cover
19 administrative costs incurred by Denny Magic Studios.

20
21 Gross income will include revenue that is derived from (but is not limited to) Book Sales, Motion
22 Pictures, scripts that result in the “Spoken Word” that animatronic, or live-characters recite during
23 any Ride or Attraction that Denny Magic Studios markets, magazines, newspapers that charge a fee
24 to their readership, and any printed literature that a “buyer” uses to promote his or her property.
25 This will also cover any “advertising” copy that a DMS creative writer creates for a DMS client that
26 would be used in that clients Radio or Television advertising to promote his or her facilities, or the
27 Denny Magic Studios Ride or Attraction that they are promoting.

28 Creative Writer Defined:

29 Any Creative writer who elects to work with Denny Magic Studios, either as an independent
30 contractor, or a part-time, or, full-time employee... must assign the work that they are tasked to
31 create for Denny Magic Studios, to Brass Belle Literary Publishing. There are **NO** exceptions. This
32 includes all work that is “assigned” to them, including work that will be used for marketing purposes,
33 in order to promote Denny Magic Studios, and all of its associated companies (divisions).

34
35 However, each Creative Writer who is **not** employed as a part-time, or, full-time employee... such as
36 an independent contractor... retain the right to provide their services independently of Denny Magic
37 Studios to any other company(s) or individual(s), as long as no “conflict of interest” exists.

38
39 In other words, Creative Writers **CAN** provide their services to any company, or individual(s), that
40 they wish... as long as that company (or individual) is **not** engaged in the **same** (or similar) business
41 as Denny Magic Studios.

42
43 Creative Writers who are ‘employed’ (either part-time, or... full-time) have an exclusive obligation to
44 restrict their writing services to Denny Magic Studios. This exclusivity extends for a period of one
45 year (1) after the writer’s employment contract terminates (his or her employment contract) with
46 Denny Magic Studios.

47

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47 Each Creative Writer who elects to work with Denny Magic Studios (in **any** capacity) must agree (by
48 signing this contract) to participate in this proprietary intellectual property agreement clause... Which
49 specifies that any information about how Denny Magic Studios operates their business, including
50 planned projects, or projects that are currently underway, company employment procedures, and/or
51 employee relations... shall remain the property of Denny Magic Studios.

52
53 Creative Writers that sign this agreement (contract) agree not to discuss this DMS proprietary
54 business with any competitor for a period of at least one-year (1)... after terminating their full, or
55 part-time position with Denny Magic Studios. Although we have no legal recourse regarding
56 Independent Contractors... we request that people who we engage in this capacity agree to this term
57 as a professional courtesy.

58
59 ***Creative writers who willingly provide Denny Magic Studios proprietary intellectual***
60 ***property to any competitor(s) while working as an independent contractor, or***
61 ***employee of Denny Magic Studios will be terminated immediately if the allegations***
62 ***prove to be true, and it should be further noted that Denny Magic Studios retains***
63 ***the right to seek legal compensation from said writer(s) who willingly violate this***
64 ***issue of trust.***

65 Independent Contract Writers':

66 Compensation for Independent Contract Writer's will be priced/or valued, on a pre-determined and
67 agreed upon basis, or... Project-by-Project. This means that BEFORE any project is actually assigned
68 to any writer, several issues need to be negotiated, and each specific item for each specific project
69 must be documented, with the terms drafted into a working agreement that the Creative Writer, and
70 Brass Belle Literary Publishing [working through Denny Magic Studios] are comfortable with.

71
72 This typically means that the Creative Writer needs to calculate his or her overall time commitment
73 in order to complete the project, then they need to come up with an "asking price" that covers their
74 work from start to finish. This figure will be used by Denny Magic Studios to help calculate the
75 'overall asking price' for the project itself.

76
77 Writers who are **not** savvy business people must understand that Denny Magic Studios needs to
78 generate a profit in order to stay in business. However... we want our writers to feel like their
79 compensation is both fair and equitable for their valuable services, so we ask that when you are
80 considering a specific project to work on, that you give the total amount that you are going to
81 charge considerable thought. Denny Magic Studios, has an idea what creative writing services cost...
82 and in some cases we may make suggestions before actually negotiating a final fee with each writer.

83
84 Once an acceptable fee has been agreed to, the Creative Writer will be presented with a "Bonus"
85 figure that will be paid to the writer(s) if the project is completed before the scheduled due date.
86 Conversely a 10% reduction in the requested fee will occur for each month that the project is late...
87 delivered beyond the promised delivery date,
88

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88 Completing projects is what drives Denny Magic Studio's and this **bonus plan** and **penalty clause**
 89 helps us manage delivery dates according to promised schedules. Please keep in mind that Artists,
 90 Illustrators, Composers, Arrangers, and Lyricists are **all** working on the same projects, and each has
 91 their own deadlines to contend with. Managing these large projects, requires DMS Management to
 92 coordinate delivery schedules with many individuals, and some of them may be waiting to read your
 93 original story, or script in order to perform their jobs efficiently.

94
 95 Independent contractors are **NOT** eligible for any additional compensation with regard to any
 96 offshoot projects (such as motion pictures, or merchandise sales) that would use the writer's original
 97 work, or a portion of the writer's work.

98 Full-Time, or... Part-Time Employees:

99 Creative Writers who are working full-time, or... part-time are hired as bona fied employees by
 100 Denny Magic Studios... usually for a fixed salary, or an hourly fee. Their managers will determine
 101 salaries, hourly-fees, and certainly all writing assignments, and due-dates. Those managers will also
 102 periodically evaluate each full-time, or... part-time writer's performance in order to determine who is
 103 performing above or below expected standards.
 104

105 Please understand that Outstanding writers who deliver top quality work - **before** anticipated due
 106 dates; will be recommended for salary increases and other additional compensation. Conversely,
 107 'repeated underachievers' who are given numerous warnings for improvement, who do not make
 108 production or attitude changes will be terminated.

109 Employee Bonuses:

110 Denny Magic Studios needs to generate profits in order to remain in business... However... Our
 111 company philosophy is to reward all our people whenever the company generates a sale, or
 112 placement of a Ride, an Attraction, or even a Concession. Outstanding service will therefore ALWAYS
 113 be rewarded in some way.
 114

115 This may materialize itself, as a cash payment at the end of the calendar year, available to all those
 116 who made contributions to a specific project that was successfully marketed and therefore placed
 117 with a buyer. It may involve Paid-Time-Off, or... what we refer to as "Paid Personal Holidays" or
 118 PPO's, and it will certainly result in company-sponsored benefits such as clothing items, merchandise
 119 items, or company field trips.
 120

Creative Writers can ALSO benefit from Merchandise Sales of Books, DVDs, Films and other items that their original writing helps to create and drive.

The Writing Manager in conjunction with principal members of the Denny Magic Studio's Management team will evaluate these proposed rewards to determine if a fair and equitable royalty can be established in the writer's name.

The bottom line is this; Denny Magic Studios wants to make sure that all employees are pleased to be associated with the company on all levels.

127
 128
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 130

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Long Term Benefits:

Denny Magic Studios is pleased to announce a program that expands this royalty package to full or part-time Creative Writers.

New writers must be employed at least two calendar years in order to be entitled to participate in this royalty program. Once each writer is vested into this program, they can collect 100% of this bonus royalty for a period of up to ten (10) years,

If the writer leaves the company before the end of this ten (10) year term royalty payment will cease.

However, any Creative Writer that remains in service for **more** than ten years will receive 60% of their royalties for as long as each product continues to remain active in the marketplace, and continues to generate revenue. This reduced level of royalty payment will be paid for ten (10) **additional** years to the same Creative Writer, regardless of the writer's employment status with Denny Magic Studios.

Terms of Exclusivity:

ALL Creative Writers, regardless of the type of their legal involvement with Denny Magic Studios, and/or Brass Belle Literary Publishing... understand that any work that they create for these two entities belongs exclusively to Denny Magic Studios, and/or Brass Belle Literary Publishing.

Creative Writers are **NOT** entitled to remove any work created for DMS or BBLP when they terminate their agreement with either entity. They may **NOT** represent, negotiate, sell, rent, lease or make their work available in any form (in full, or any part thereof) to any other person(s) or company(s), in any form including the Internet while engaged with either DMS or BBLP, or... **after** they terminate their working relationship with either entity

Terms of this Contract:

This contract will run for a period of ten (10) years, and will become a **life-long** contract when Denny Magic Studio's "publishes" each Creative Writer's work with an attached DMS project.

PUBLISHED will be defined as "Making each specific works available 24/7 on the company's web site." DMS or BBLP are **not** 'obligated' to cause any book(s), Magazine(s), Newspaper(s), or third-party web sites to run, or publish... the Writer's works.

Brass Belle's Responsibilities to the Writer:

BBLP promises to represent each writer's work in good faith to any potential buyer in accordance with the products marketed by Denny Magic Studio's. BBLP agrees to evaluate the creditability of each potential buyer, and that buyer's intended usage of the writings in order to determine that the end-use will not be for anything that is contrary to the laws of the United States, this would include any subversive usage, or usage that could be determined to be in "Poor Taste". ANY questionable situations will be discussed with the writer when a controversial issue comes up, and not before.

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170 BBLP will “Publish” and provide to any and all potential buyers (and ANY interested parties) ... on the
 171 Denny Magic Studio’s company web site...a link where anyone with a computer can download the
 172 Writer’s Creative pieces of literary works, that are clearly associated with specific DMS projects that
 173 are being marketed.

175 Each piece of literary work submitted by any Creative Writer for representation by Brass Belle
 176 Literary Publishing, will be protected by DMS by the company filing a legitimate copyright that will be
 177 registered with The Library of Congress in Washington D.C.

179 In the event that a copyright controversy arises, BBLP will take the responsibility of tracking down
 180 the offender, and prosecuting that person, or company, to the fullest extent of the law. Creative
 181 Writers are **not** required to take part in this process once they have officially signed a copy of this
 182 contract naming Brass Belle Literary Publishing as their representative.

183 Summary:

184 Brass Belle Literary Publishing and Denny Magic Studios hope to live up to their goal of becoming a
 185 “stepping stone” for new talent to “get their start in the business’. Although we would like to create
 186 a place to work that is exciting and most importantly fun to work at... we are under no misconception
 187 that Creative Writers will remain with us for life.

189 Our purpose is to provide a working environment that fosters creative growth in people, and a sense
 190 of teamwork. If we can be credited as the place that provided each writer with an “open arms”
 191 policy where we were willing to give everyone a chance to work in the industry, and then those
 192 individuals were able to take advantage of that assistance to move onto a lucrative career within the
 193 business... then we have served our purpose.

195 If this is the kind of organization that you have been searching for, then we welcome you aboard,
 196 and encourage you to move onto the next page where you can sign on to become an associate of
 197 Brass Belle Literary Publishing and Denny Magic Studios.

199 Welcome aboard

201 -----
 202
 203 **NOTE: IF YOUR SPECIFIC LITERARY WORK INVOLVES ONE OR**
 204 **MORE COLLABORATORS PLEASE USE THE EXTRA SIGNATURE**
 205 **PAGE FOR THE ADDITIONAL PERSON(S)... IF YOU HAVE MORE**
 206 **THAN TWO PEOPLE, FEEL FREE TO PHOTO COPY ADDITIONAL**
 207 **SIGNATURE PAGES UNTIL EVERYONE CAN SIGN THEIR OWN**
 208 **PAGE.**

209
 210 **THANK YOU**

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Signature Page 1:

Contract Number: _____

Print Writer’s Name: _____

Main Address:
(Street-City-State-Zip) _____

Mailing Address:
(Street-City-State-Zip) _____

Year of Birth: _____

Social Security Number: _____

HOME Phone: _____

MOBILE Phone: _____

Email Address: _____

Signature: _____ Date: _____

Project Name: _____ Due Date: _____

Quotable Rate - Writer is Charging: \$ _____ Authorization: _____

Assignment Type:

Synopsis Storybook Screenplay

Dialog for Ride Dialog for Attraction DMS Collateral

Other: _____

DO NOT WRITE BELOW THIS LINE

Authorization: _____ **DATE:** _____

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Signature Page 2:

Contract Number: _____

Print Writer’s Name: _____

Main Address:
(Street-City-State-Zip) _____

Mailing Address:
(Street-City-State-Zip) _____

Year of Birth: _____

Social Security Number: _____

HOME Phone: _____

MOBILE Phone: _____

Email Address: _____

Signature: _____ Date: _____

Project Name: _____ Due Date: _____

Quotable Rate - Writer is Charging: \$ _____ Authorization: _____

Assignment Type:

Synopsis Storybook Screenplay

Dialog for Ride Dialog for Attraction DMS Collateral

Other: _____

DO NOT WRITE BELOW THIS LINE

Authorization: _____ **DATE:** _____