

## PARENTAL AGREEMENT

THIS PARENTAL AGREEMENT dated as of \_\_\_\_\_ by and between Eat A Worm Productions LLC (herein called "Producer") and \_\_\_\_\_ and \_\_\_\_\_ (herein called "Parents") is made with reference to the following facts:

A. Producer has engaged a minor, \_\_\_\_\_, \_\_ years of age (born on \_\_\_\_\_) (the "Minor"), pursuant to a written contract dated \_\_\_\_\_ (herein called "Minor's Contract") to render acting services for Producer in connection with a theatrical motion picture tentatively entitled "\_\_\_\_\_" (the "Picture" herein).

B. \_\_\_\_\_ and \_\_\_\_\_ are the parents of the Minor and are entitled to the physical care, custody and control of the Minor.

C. The parties hereto contemplate and understand that Producer may petition the Superior Court of the State of California for the County of Los Angeles (or to such other court in another jurisdiction as Producer may deem necessary in its sole discretion) for the approval by such Court of said Minor's Contract.

D. Parents understand that Producer will rely on this agreement in: (a) entering into and performing the Minor's Contract; and (b) undertaking substantial expenditures in addition to the compensation payable pursuant to the Minor's Contract.

NOW, THEREFORE, the parties, in consideration of the mutual promises herein contained and other good and valuable consideration, agree as follows:

1. Parents warrant and represent that the above recitals are true and correct, that Parents have the sole physical care, custody and control of the Minor, that no judgment, order or decree has been made by any Court awarding the custody of the Minor to any other person or in any other manner affecting the status of the right of Parents as parents of the Minor and that the Minor has not been emancipated.

2. Parents hereby consent to the execution by the Minor of the Minor's Contract. Parents acknowledge that Parents have read the Minor's Contract and are familiar with all of the terms, covenants and conditions contained therein, and that Parents will not revoke said consent during the minority of the Minor.

3. a. Parents agree to cooperate fully with Producer by providing information, executing such documents as Producer may require, and giving testimony, if necessary, in securing the approval of the Minor's Contract by a court of competent jurisdiction. Without limiting the foregoing, Parents hereby agree that Producer may petition to the Superior Court of the State of California for the County of Los Angeles (herein called the "Court") as provided by law, for approval of Minor's Contract. Parents further agree that a copy of this Agreement may be filed with such application for approval as evidence of the consent herein granted. Parents hereby waive notice of any hearing before the Court with respect to such application. Parents acknowledge the provisions of Sections 6752 and 6753 of the California Family Code providing for the set aside of 15% of the gross earnings pursuant to the Minor's Contract for deposit into one or more blocked accounts established and maintained for the benefit of the Minor, subject to the order of said Court. Parents hereby consent to serve as sole or joint guardians or trustees thereof if the Court so appoints Parents.

b. Parents further agree, that notwithstanding the foregoing provisions with respect to the Court approval of the Minor's Contract, Parents guarantee the performance by said Minor of the terms and provisions of the Minor's Contract as well as any court decree which grants approval of same, and represent and warrant that said Minor will not disaffirm the Minor's Contract at any time during or after minority. The Parents further agree to indemnify and hold Producer, its successors, licensees and assigns and their respective officers, directors, shareholders, employees and agents harmless from any and all damages, liabilities, costs or expenses of any kind or nature including reasonable attorney's fees, which may arise from the breach by the Minor and/or Parents of any of the provisions of the Minor's Contract and/or this Agreement, including, without limitation Minor's attempt to disaffirm or disavow the Minor's Contract on the ground of Minor's minority or otherwise.

4. Parents hereby consent to the distribution, exhibition and other exploitation of the Picture without

limitation, and the use of Minor's name, likeness, voice and biographical material in connection with publicity and advertising of the Picture, and Parents expressly release the Producer, its licensees and assigns from any and all claims which may arise out of said exhibition and distribution of the Picture. The foregoing is subject to the provisions of the Minor's Contract.

5. This Agreement shall apply to the Minor's Contract, to all modifications and extensions thereof and amendments thereto and to any employment agreement between Producer and the Minor which may be substituted in full or in part for the Minor's Contract.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, next of kin, heirs, administrators, executors, officers, and agents, as the case may be.

7. If only one Parent signs this Parental Agreement, then such Parent will be deemed to represent and warrant that said Parent has the exclusive authority to act on behalf of the Minor and on behalf of the non-signing parent insofar as all matters related to the Picture are concerned and will indemnify and hold Producer, its successors, licensees and assigns and their respective officers, directors, shareholders, employees and agents harmless from any and all damages, liabilities, costs or expenses of any kind or nature including reasonable attorney's fees, which may be claimed by the non-signing parent, including, without limitation any claim in any way related to Minor's attempt to disaffirm or disavow the Minor's Contract on the ground of Minor's minority or otherwise, or to set aside, modify or attack any Court order approving the Minor's Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove set forth.

EAT A WORM PRODUCTIONS LLC

By\_\_\_\_\_

**[PARENTS]**

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EXHIBIT "\_"