



CARSHOW SPONSORSHIP AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this _____ day of _____, 2008 by and between _____, located at _____ (hereinafter referred to as the "Sponsor") and Digital Dope Interactive Productions, located at 4001 Presidential Parkway Atlanta, Ga 30340 (hereinafter referred to as the "Promoter") for the services of Product / Company Promotion, located at The 2nd Annual Spaghetti Junction Car and Bike Show October 11 and 12, 2008 at The North Atlanta Trade Center 1700 Jeurgens Court Norcross, Ga 30093 (hereinafter referred to as the "Event") in connection with the Sponsor's products and services (all collectively hereinafter referred to as the "Products").

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

Only applies to sponsor Package 1

1. Sponsor shall be a sponsor of the Event tentatively scheduled for October 11 and 12, 2008. Without limiting the generality of the foregoing, no other party (e.g. a local radio station or product manufacturer) may be listed or mentioned as a sponsor or presenter of the
2. As full compensation for the rights and services granted herein, Sponsor shall pay Promoter the sum of (\$_____) DOLLARS, by September 1, 2008:

3. In connection with said Event, Sponsor shall receive 8 tickets at no cost for each performance. In addition, Sponsor shall have the right to purchase, at the ticket's face value price, up to ten percent (10%) of car show tickets at venue, said tickets to be made available at the earliest date(s) possible.

4. (a) An official logo and identification phraseology or catch phrase shall be developed for the Event by Promoter which shall be subject to the approval of the Sponsor and which shall refer to Sponsor (in first position), Event (e.g. Sponsor presents Event). Such logo and/or identification phraseology, where applicable, shall be prominently included in all promotional and advertising references which relate to the Event and disseminated throughout any media (e.g. print, radio, television and point of sale) by promoter or company announcing the Event. Nothing herein contained shall constitute an obligation on Sponsor's part to advertise or promote the Event, it being understood by the parties hereto that the Sponsor may do so at its option or may refrain there from.

(b) Any uses of the official logo and/or identification phraseology or catch phrase, other than specifically provided for in this Agreement, shall require the prior written permission of both Sponsor and Promoter.

5. (a) Sponsor's sponsorship of the Artist/Event shall be prominently featured and/or displayed in connection with the Artist/Event and all aspects thereof, including but not limited to, references on tickets, passes, handbills, inflatable's (where applicable), indoor and outdoor venue signage (where applicable), venue marquee, stationary (if any), press releases, the stage and curtain (where applicable) and a sponsor reference on the front cover of any Official Programs. The form of such sponsorship references shall be subject to the mutual approval of the Sponsor and Promoter. Sponsor shall be responsible for providing banners with its name and/or logo of Sponsor's products and/or references to its sponsorship of the Artist/Event, provided such banners contain references to the Sponsor/Products graphic layouts, vehicles signage (but only if Sponsor requests same) and any other materials deemed necessary or desirable by both Sponsor and Promoter. A Sponsor's sponsorship reference(s) shall appear on the backside of all T-shirts and on all other clothing items sold (the manner and location of such sponsorship reference on such other clothing to be determined by Promoter and approved by Sponsor), which are offered for sale to the public; provided, however, if Promoter feels it advisable, up to twenty-five percent (25%) of such other clothing items offered for sale to the public need not include such sponsorship references. Sponsors' sponsorship reference on T-shirts and other clothing shall be at least one inch in diameter and comparable to the size of any reference to venue or promoter references, and Promoter will use his/her best efforts to satisfy Sponsor's reasonable requirements with respect to such sponsorship references. All such Sponsor's sponsorship references shall refer to the promoter or venue in a manner mutually agreeable to Promoter and Sponsor. The official logo and/or identification phraseology or catch phrase shall be included in the posters offered for sale by or under the auspices of the Promoter or Artist/Event or their perspective agents or licensees.

(b) Sponsor's products will be the only such products provided in the backstage area and none of the products of Sponsor's competitors shall be publicly consumed by Artist or his/her employees at the venue or otherwise during the term hereof.

6. Promoter shall use his/her best efforts to provide Sponsor with exclusive venue signage and to permit Sponsor to sell and/or distribute its Products at all venues; subject, however, to each venue's rules, regulations, and prior contractual obligations.

8. Sponsor shall have the right to offer a single poster, T-shirts and other items as premium merchandise to the public featuring the identification of one or more of the Sponsor's Products and Event's name and/or likeness; provided such items shall be subject to Promoter's prior approval as to quality, design, appropriateness and consumer value. Sponsor recognizes that Promoter and Event shall be exploiting merchandising rights in connection with Event and that the Sponsor's premium items shall in some manner differ in design from those offered in connection with the Promoter's exploitation of its merchandise rights so as to minimize direct competition between Sponsor's and Promoter's respective items being exploited. The poster and other items shall be offered on a free or self-liquidating basis.

9. Sponsor shall use its best efforts to promote to the public Promoter's premium merchandise during the term of this Agreement, provided such material is acceptable to the Sponsor with respect to quality, appropriateness, design and consumer value. Sponsor agrees to use its best efforts to assist Promoter to develop merchandise items that meet Sponsor's reasonable criteria as provided herein. Promoter shall indemnify Sponsor for any liability in connection with its premium merchandise offer. Sponsor shall likewise indemnify Promoter and Artist/Event for any liability from Sponsor's premium merchandise offer, exclusive of product liability relating to the materials provided by Promoter.

10. Event grants to the Sponsor the right to use the Event's name and likeness for advertising and promotional materials during the term of this Agreement in connection with the Sponsor's Products on the following terms and conditions:

(a) Promoter or Promoter's authorized representative shall be available and shall cooperate in pre-production consultation. Promoter shall provide Sponsor with five (5) consecutive full days of the services of Promoter and/or Promoter's representative(s), tentatively scheduled for the first week in September to produce and record for such advertising and promotional materials. All such work days shall otherwise be at mutually agreeable times.

(b) From the results of the services rendered pursuant to subparagraph (a) above, the Sponsor may produce (2) local radio tag formats, two (2) print ad designs, to promote Sponsor's products separately and/or in connection with the Event. Print ads, outdoor billboards and the point of sale pieces can be appropriately modified as to size and other minor modifications, provided such modifications do not change the basic concept.

(c) The commercial materials produced hereunder may be used throughout the United States, Canada and Mexico during the term of this Agreement.

(d) Event shall not endorse nor render any promotion, publicly or advertising services for any product or service retailer anywhere in the territories mentioned in paragraph 10 (c) above nor grant licenses for the name and/or likeness in connection therewith.

11. The term of this Agreement shall commence with the execution hereof by Sponsor, Promoter and/or Artist/Event and shall continue until October 12, 2008.

13. All trademarks, photos, transparencies and similar production materials produced hereunder shall be the exclusive property of the Promoter and shall be returned promptly after the expiration of this Agreement, provided that any underlying music and lyrics provided by Sponsor shall be owned by the Sponsor. Further, following the expiration or termination of this Agreement, no further use whatsoever may be made of official logo by Sponsor, Promoter and/or Artist/Event, but the official logo may be used by Promoter and Artist/Event without a reference to Sponsor or Sponsor's Product(s).

14. Promoter and Event shall secure and maintain throughout the term of this Agreement all insurance customarily secured for tours/events of the stature and size, subject to the mutual approval as to the type of insurance and the amount of coverage, which policies may, at the Sponsor's option, name Sponsor as an additional named insured. If Sponsor is so named, Sponsor will bear the proportionate cost of any and all premiums paid on such insurance.

15. If Promoter is prevented from fully performing the terms and conditions of this Agreement due to a Force Majeure as customarily defined in the entertainment industry, Promoter and/or Sponsor may suspend and/or terminate this Agreement in accordance with standard industry provisions for such occurrences, provided in no event shall Promoter be obligated to return any sums advanced, loaned or paid hereunder. The parties hereto will attempt in good faith to negotiate a more detailed Force Majeure clause as provided below.

16. The Sponsor, Promoter, and Event agree that the terms and conditions of this Agreement are confidential and cannot be disclosed to any third party except as expressly provided herein.

17. Sponsor shall have no liability whatsoever with respect to any commissions due agents of Promoter and Event in connection with the securing of this Agreement, all of which obligations shall be contractor's sole liability, and Sponsor shall likewise be solely responsible for any commissions due its agents.

18. Sponsor shall have the right to hold receptions and other social affairs and events in association with the Event for the purpose of entertaining clients, retailers, contest winners, etc. Event shall have the obligation to participate in these receptions.

19. Event, Promoter and Sponsor warrant and represent they have the right and authority to enter into this Agreement and their performance hereunder shall not conflict with the rights granted any other party. Promoter and Event agree to be jointly and severally liable for the performance of their obligations under this Agreement.

20. This Agreement is construed and guided in accordance with the laws of the State of Georgia and, in the event of any litigation between the parties hereto, Georgia laws shall govern and the location of any litigation or arbitration shall be under the jurisdiction of the State of Georgia.

21. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the remainder of this Agreement.

22. This Agreement is intended to be fully binding on the parties hereunder provided this

Agreement shall not become effective until formally approved by Event which approval must occur within seven (7) business days from the date hereto and executed by all other parties listed. It is contemplated that this Agreement between the parties containing additional terms and conditions customarily contained in agreements of this type (e.g. rights to secure life insurance, indemnities, conduct clauses, protection of trademark, reasonable notice and cure provisions, where appropriate, etc.), all of which shall be negotiated in good faith. Provided, however, that until such more detailed agreement is executed, this Agreement shall remain in full force and effect after the approval of the Artist/Event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:

"EVENT"

2nd Annual Spaghetti Junction Car and Bike Show

(an authorized signatory)

BY:

"PROMOTER"

Digital Dope Interactive Productions

(an authorized signatory)

BY:

"SPONSOR"

Company Name

(an authorized signatory)

For Info Call 404.963.8601 or 770.912.5810