



## EMHE TRADE OUT AGREEMENT SEASON 6

*Company agrees NOT to release information concerning the episode storyline, or family before Door Knock, in addition NO information concerning the storyline or "reveal" may be released prior to the airing of the episode without permission from ABC.*

Show # or Location \_\_\_\_\_

Today's Date \_\_\_\_\_

*THIS TRADE OUT AGREEMENT IS BETWEEN:*

Company Name: \_\_\_\_\_

Company Ph. # \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Ph \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail \_\_\_\_\_

*AND: LOCK AND KEY PRODUCTIONS, EXTREME MAKEOVER: HOME EDITION ("SERIES")-*

### CONFIRMATION OF TRADE OUT

This letter is to confirm the trade out agreement between \_\_\_\_\_ (referred to herein as "Company", "We", "Our" and/or "Us") and Lock and Key Productions (referred to herein as "Lock and Key", "you", and/or "your") for the donation of \_\_\_\_\_ and associated accessories ("Material") in connection with ABC's "Extreme Makeover: Home Edition ("EMHE"). In return, subject to approval from ABC Network, Lock and Key Productions will list \_\_\_\_\_, as a vendor on the ABC.com website under Extreme Makeover: Home Edition.

### USING THE EMHE LOGO

All usage of hyperlinks or ABC and/or EMHE registered logos (collectively "EMHE Logos") are subject to ABC's prior approval. To make a request, please contact Jessica Popper [Jessica.Popper@abc.com](mailto:Jessica.Popper@abc.com) of ABC for prior approval. The following information should be included in the request: (a) what the Company provided the show; (b) the episode(s) with which the Company was involved; (c) in what marketing materials the Company wishes to include the EMHE Logos; and (d) an exact depiction of the manner in which Company intends to use the EMHE Logos.

### EMHE PHOTOS

**ALL PHOTOS must be pre-approved By Lock and Key and ABC prior to Publication.** To make a request, please contact Diane Korman, Senior Producer at [diane.korman@emhe.tv](mailto:diane.korman@emhe.tv) or 323-785-2285 Pictures of products as featured in the Episode may NOT be posted or published by Company prior to the air-date of the show. This includes Photos of the interior or the context of the featured home, grounds, or as otherwise depicted in the Episode, or the "reveal" of any construction work, any filmed or taped footage of the home, the recipient family or the episode, and any other information or material which ABC deems in its sole discretion to be confidential or proprietary (including, without limitation, any information that ABC believes the prebroadcast changes publication of which could detract from the impact or effectiveness of the broadcast episode) (collectively, the "Confidential Information"). **Photo CANNOT include the EMHE Designers.**

### VIDEO OR AUDIOTAPE

Company agrees that it will not record or shoot any pictures, film, video or audiotape at the location or otherwise record any elements of the production (collectively, the "Material") without the prior written approval of Lock and Key and ABC. All Donated Material shall become the property of Lock and Key and Company hereby assigns to Lock and Key all rights (including copyright) in and to said material.

PRESS RELEASES, AND OTHER PRESS RELATED MATERIAL

ALL press related material or information referencing EMHE or ABC must be pre-approved By Lock and Key and ABC prior to Publication. To make a request, please contact Diane Korman, Senior Producer [diane.korman@emhe.tv](mailto:diane.korman@emhe.tv) or 323-785-2285

Company understands and agrees that it may not use any EMHE Logos or any Confidential Information without the prior express permission of ABC, which may be granted or denied at ABC's sole and absolute discretion. Company further understands and agrees that Lock and Key and ABC may at any time and for any reason withdraw any consent granted. In all events, consents granted pursuant to this agreement shall expire no later than six months after the date hereof unless extended in writing by ABC.

HYPERLINK ON THE EMHE "AS FEATURED ON" SECTION AT ABC.COM

Company also acknowledges that ABC.com might approach Company for purchase of additional marketing options (e.g. hyperlinks, logos, photos) to be placed on the EMHE website. Company is not obligated to buy this link. See Page 4 for more information on ABC.com's Expanded Link Package.

CONSENTS AND PERMISSIONS

Company represents that it will obtain all necessary consents and permissions in connection with its proposed use of the EMHE Logos or any persons or material relating to the episode or the Series. Company agrees to defend, indemnify and hold harmless Lock and Key and ABC, and their respective parent, subsidiary and affiliated companies, personnel and entities, from and against any claim, liability or expense (including reasonable attorney's fees) arising from any such use or the breach of any representation contained herein. Upon notification by Lock and Key or ABC of any violation of the terms and conditions of this agreement, and without limitation or waiver of any other remedies available to Lock and Key and ABC, Company shall immediately use its best efforts to come into full compliance with this agreement. In the event of any breach or alleged breach of this agreement by Lock and Key, Company acknowledges that its sole remedy shall be an action for damages and that under no circumstances shall it seek or be entitled to injunctive relief.

BREACH OF AGREEMENT

If Lock and Key at any time materially breaches any provision of this Agreement, after Company has provided Lock and Key with written notice and a reasonable opportunity to cure such breach, if such breach is still not cured, then Lock and Key's liability to Company shall be limited to the proportionate value of the Material set forth above actually provided to Lock and Key; and provided, further, that in no event will Company have any right to injunctive relief hereunder or to any relief that would affect the broadcast, distribution or other exploitation of the episode(s) or the Series or any promotion therefore.

COMPANY'S CONSENT AND CONFORMATION OF THE TRADE-OUT AGREEMENT

This will confirm that we have consented to your use of the Material as described above in, and in connection with the Series and any and all versions thereof and the distribution and exploitation of the Series or any part of version thereof in any and all media whether now known or hereafter devised, throughout the universe, in perpetuity. We understand that you are relying on our consent in the preparation, production and distribution of the Series.

We hereby confirm our agreement and consent by signing below as indicated, and we warrant that we have the full right to enter into this agreement and that no other party's consent to the use of the Material is required.

DONATION INFORMATION

What was your donation? \_\_\_\_\_





### Extreme Makeover: Home Edition Logo Use Approval

Thank you for participating in Extreme Makeover: Home Edition as a trade-out vendor. Below are some guidelines to help you through the EMHE logo approval process.

- If your company is interested in using the EMHE logo on a website or any other marketing materials, you **MUST** get approval from ABC.
- Approval from ABC must be granted before the website goes live and before any marketing materials are distributed.
- To begin the approval process, contact Jessica Popper [Jessica.Popper@abc.com](mailto:Jessica.Popper@abc.com) for prior approval.
- All vendors must Fill out the EMHE Vendor Tradeout Agreement.

### General Information/Guidelines on EMHE Logo Use

- All photos/videos taken from an EMHE set or episode must also be approved by ABC before being used on a company website or in company marketing materials.
  - EMHE photos/videos cannot be used before the episode airs.
  - Please note photos/videos of EMHE Designers and EMHE Families are not approved by ABC and cannot be used in websites and marketing materials.
  - No information concerning the episode storyline or “reveal” may be released prior to the airing of the episode. However, you may note your participation in the show and the episode airdate, prior to the show’s airing.
- A tune-in message must be included in connection with ALL uses of the EMHE logo. Please use the following language: **Sundays 8/7c on ABC.**
- Use of the ABC logo is strictly prohibited; please do not include this on company websites and marketing materials.
- The EMHE logo cannot be used in any of the following types of marketing materials:
  - On Vehicles
  - Business Cards
  - Phone Book advertisements
  - In general, ABC will not approve use of the EMHE logo in newspaper, magazine, catalogs or television ads.
  - Any use that might imply an endorsement or partnership

- It takes a minimum of 7-10 days to complete the EMHE logo approval process, please plan accordingly.

These are general guidelines and are subject to the EMHE Vendor Trade-Out Agreement. All uses of the EMHE logo are reviewed on a case by case basis and are at ABC's sole discretion. Any approvals granted by ABC are only for the specific layout and use submitted. Any changes or additions thereafter require additional approval. Approval for use of the EMHE logo is for a maximum term of 6 months. If you wish to use the EMHE logo for a longer period of time, you must resubmit your request for approval.

\* If you have any questions regarding the LOGO approval process, please contact:  
contact Jessica Popper, [Jessica.Popper@abc.com](mailto:Jessica.Popper@abc.com)

*Please Note:*

*The Expanded Link Package is sold by ABC Sales.*

*NOT Lock & Key Productions or EMHE.*

*Lock & Key & EMHE assumes NO responsibility for the Expanded Link Package.*

*All Hyperlink sales are FINAL*

**EXTREME MAKEOVER: HOME EDITION Expanded Link Package (OPTIONAL)**

*Information for vendors regarding online presence on ABC.com*

If you are interested in purchasing the Link Package, please contact:

Tom O'Connor

Thomas.OConnor@abc.com

212-456-7559

**EM:HE EXPANDED LINK PACKAGE**

Vendors also have the option of purchasing an **Expanded Link Package** on the EM: HE web site at ABC.com.

**PACKAGE DETAILS**

- Graphic: 100x60, 3k max
- Text: 10 words max
- Phone #
- URL listed, linking to vendors site
- Materials submitted 7 business days in advance of episode air-date

**PRICING DETAILS**

- \$3,500 NET (non-negotiable)
- Link lives on the “As Featured On Page” of the episode in which the product is featured from the air date through the end of the season
- Vendors also have the option to purchase targeted banner media above and beyond this package (separate media buy pricing to be discussed with ABC.com sales rep)

**LISTING EXAMPLE**



**Blik Wall Graphics**

Removable decals. Change your walls  
instantly! 30 styles. Shop online.

1-866-262-2545

<http://www.whatisblik.com>

Additional examples of vendor listings can be seen on the “As Featured On” page on abc.com:

<http://abc.go.com/primetime/xtremehome/featured/sears.html>