

In-Theatre Advertising Proposal

Prepared for Scholz and Associates



Created for Trish Randolph
On November 14, 2007
Created by Tonia Pulsipher
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National CineMedia, LLC (NCM), the leading provider of in-theatre advertising has revolutionized the industry through the creation of the largest Digital Content Network (DCN) allowing advertisers to take advantage of the impact of the BIG screen through lower production costs. Tap into the drawing power of weekly movie premieres reaching an engaged, receptive and targeted audience.

Upcoming Movie Releases

December 14, 2007

I Am Legend



Studio: Warner Bros. Pictures

Starring: Will Smith, Salli Richardson

Summary: The only healthy survivor of a biological disaster comes face to face with a new type of nocturnal mutant.

Alvin and The Chipmunks



Studio: 20th Century Fox

Starring: Jason Lee, Janice Karman

Summary: Based on the 1950's cartoon series about a music group of chipmunks comprised of mischievous group leader Alvin; tall and quiet Simon; and chubby, impressionable Theodore.

December 21, 2007

P.S., I Love You



Studio: Warner Bros.

Starring: Hilary Swank, Gerard Butler

Summary: A young widow realizes that her late husband left her messages to help ease her pain and continue her life with courage.

December 25, 2007

Alien vs. Predator 2: AVP 2



Studio: 20th Century Fox

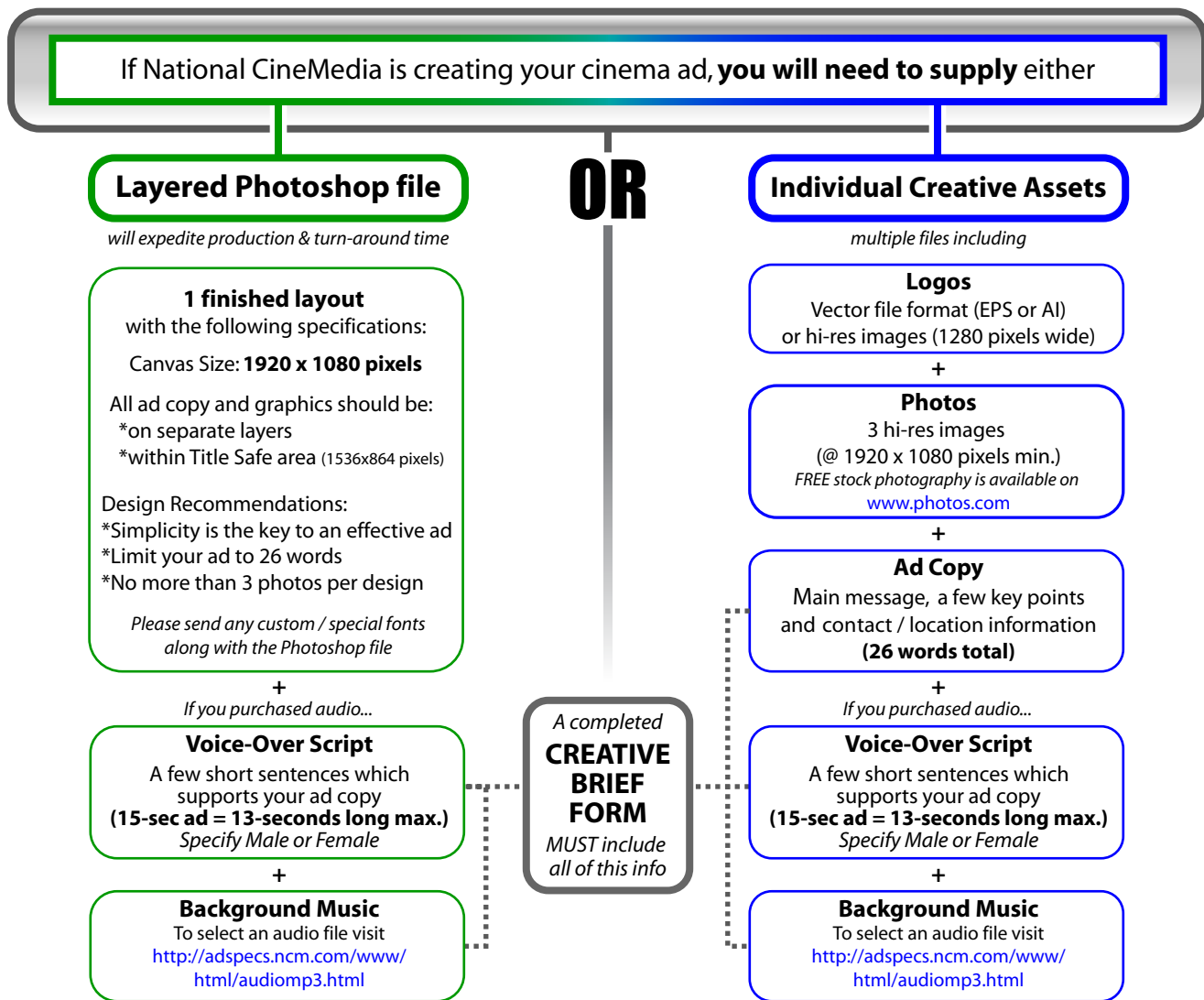
Starring: Shareeka Epps, Reiko Aylesworth

Summary: Alien and predator races once again descend upon a small town where unsuspecting residents must band together in order to survive.

Our Production Process takes 20-business days.
This process will begin once ALL Creative Assets (which meet our specifications) have been received.

HOW TO DELIVER YOUR CREATIVE ASSETS:

Immediately after meeting with your Account Director, you should begin gathering your Creative Assets. You may submit your Creative Assets directly to your Account Director on CD or Data DVD, who will then send it to us. Otherwise, you will be contacted by a member from our Production Team once your order is received.



For detailed specifications and a digital version of the Creative Brief form, please visit:
<http://adspecs.ncm.com>



Unacceptable Creative Assets

- *MS Office Documents (or similar) including Word, Excel, PowerPoint and Publisher
- *Low quality / low resolution photos or logos (copied from websites, camera-phones, etc. If providing photos from a digital camera, please use a 3MP camera or higher, set to the highest quality setting).
- *Stationery or similar printed documents (business cards, letterheads, faxes, etc.)
- *Adobe PDF files (unless they are very high-resolution and unlocked)
- *Floppy Disks and cassette tapes.

11/14/07 - Scholz and Associates

11/14/2007 Displayed by Theatre

On Screen Segment 3 Regional 0:15 Custom 12/14/2007 - 2/7/2008 (8 weeks)

DMA#	DMA	Code	Theatre	Location	Job #	# of Screens	Net Rate	Net Media
35	Salt Lake City	CNK343	Cinemark 12 American Fork	American Fork, UT	101969	12	\$10.00	\$960.00
35	Salt Lake City	CNK285	Cinemark 16 Provo	PROVO, UT	101969	16	\$10.00	\$1,280.00
35	Salt Lake City	CNK288	Cinemark 24 W. Jordan	West Jordan, UT	101969	24	\$10.00	\$1,920.00
35	Salt Lake City	CNK335	Holiday Village 4	PARK CITY, UT	101969	4	\$10.00	\$320.00
35	Salt Lake City	CNK054	Movies 10	SALT LAKE CITY, UT	101969	10	\$10.00	\$800.00
35	Salt Lake City	CNK089	Movies 8	PROVO, UT	101969	8	\$10.00	\$640.00
35	Salt Lake City	CNK061	Movies 9	Sandy, UT	101969	9	\$10.00	\$720.00
35	Salt Lake City	CNK431	Salt Lake City 16	Salt Lake City, UT	101969	16	\$10.00	\$1,280.00
35	Salt Lake City	CNK119	Tinseltown	Layton, UT	101969	17	\$10.00	\$1,360.00
35	Salt Lake City	CNK240	Tinseltown Newgate	OGDEN, UT	101969	14	\$10.00	\$1,120.00
35	Salt Lake City	CNK487	Union Heights 16	Sandy, UT	101969	16	\$10.00	\$1,280.00
35	Salt Lake City	CNK023	Valley Fair	W. Valley City, UT	101969	9	\$10.00	\$720.00

Program Totals

Total Net Media:	\$12,400.00
Media Services:	\$0.00
Creative Services:	\$525.00
Fulfillment:	\$0.00
Net Total:	\$12,925.00

All orders are firm and non cancelable

All inventory is subject to availability at the time of order

Prices are based on a per screen basis, therefore attendance is NOT guaranteed

Regional inventory runs in all ratings unless otherwise noted

Final screen counts and theatre design are subject to change

Final screen counts and theatre designations are subject to change

Since local inventory varies by theater, specific positioning within the show is not guaranteed



Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828



11/14/2007

Advertiser desires to place advertisements with National CineMedia, LLC ("NCM") for exhibition at the Locations specified, and upon the terms set forth herein, including the Insertion Order Agreement Terms and Conditions set forth on the following pages. It is agreed as follows:

Advertiser Information Scholz and Associates 1503 South 40 East 230 Provo, UT 84606 Phone: (801) 373-2128 Fax: Trish Randolph trish@scholz-arch.com			Billing Information Scholz and Associates 1503 South 40 East 230 Provo, UT 84606 Phone: (801) 373-2128 Fax: Trish Randolph trish@scholz-arch.com			Account Director: Tonia Pulsipher Phone: (801) 682-5357 Fax: (801) 733-4525 Tonia.Pulsipher@ncm.com Order #: 47437.1 New Contract						
Start Date	End Date	Type of Advertising	Duration/ Qty	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK343	Cinemark 12 American Fork	UT	12	8	\$10.00	\$960.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK285	Cinemark 16 Provo	UT	16	8	\$10.00	\$1,280.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK288	Cinemark 24 W. Jordan	UT	24	8	\$10.00	\$1,920.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK335	Holiday Village 4	UT	4	8	\$10.00	\$320.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK054	Movies 10	UT	10	8	\$10.00	\$800.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK089	Movies 8	UT	8	8	\$10.00	\$640.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK061	Movies 9	UT	9	8	\$10.00	\$720.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK431	Salt Lake City 16	UT	16	8	\$10.00	\$1,280.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK119	Tinseltown	UT	17	8	\$10.00	\$1,360.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK240	Tinseltown Newgate	UT	14	8	\$10.00	\$1,120.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK487	Union Heights 16	UT	16	8	\$10.00	\$1,280.00
12/14/2007	2/7/2008	On Screen Segment 3 Regional 0:15	0:15	Best Available	101969	CNK023	Valley Fair	UT	9	8	\$10.00	\$720.00



Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828



11/14/2007

Payment Method:		Comments & Special Instructions:	Total Media	\$12,400.00
<input checked="" type="checkbox"/> Check	<input type="checkbox"/> Pay in Full		Media Services	\$0.00
<input type="checkbox"/> Credit Card	<input checked="" type="checkbox"/> Monthly		Creative Services	\$525.00
<input type="checkbox"/> Purchase Order	<input type="checkbox"/> NET 30		Other Services	\$0.00
PO Number:			Fulfillment	\$0.00
			Total Due	\$12,925.00
Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.				

Advertiser Name/Title: _____ Date: _____ National CineMedia, LLC: _____ Date: _____

Job Number(s): 101969					
Contract Number: 47437.1					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit



Regional Insertion Order Agreement Terms and Conditions

1. NCM Services. NCM will arrange for the Advertising and promotions described herein (the "Advertising") to be displayed as required herein, but Advertising shall not be exhibited before a motion picture that has been contractually or otherwise limited. The approximate screen count and theatre locations for the Advertising are described on the first page of this Agreement. The exact screen count and theatre locations shall be mutually agreed upon. If the Advertising is delayed or not exhibited, NCM will make available to Advertiser, as its sole remedy, an alternative time period for exhibition or display of the Advertising. Without limiting the foregoing, NCM may delay the distribution of regional box office handouts.

2. Duties of Advertiser. Advertiser shall pay as specified herein, and shall, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least seven (7) to twenty (20) business days (dependent upon advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as advertising. All Advertising material is subject to NCM approval and NCM may reject any such material for any reason. If the Advertising material is deemed unsatisfactory by NCM, NCM shall notify Advertiser and Advertiser will then promptly replace the material so as not to delay NCM's schedule. If Advertiser wants any Advertising material to be returned, it shall be at Advertiser's expense and requested in writing within sixty (60) days from the last exhibition of the Advertising. NCM shall not be liable for damage to any Advertising material. Advertiser shall provide all authorizations, consents, licenses and clearances (collectively, "Licenses") necessary or appropriate for the exhibition or other use of the Advertising pursuant hereto, including, without limitation, all Licenses necessary for the public performance of musical compositions. This Agreement may not be assigned or transferred by Advertiser. This order is firm and non cancelable by Advertiser. After signing this Agreement, Advertiser may not cancel or modify its obligations under this Agreement without first obtaining NCM's written consent. Advertiser represents and warrants that all of its activities under this Agreement are and will be in full compliance with all applicable federal, state and local laws and regulations.

3. Content. If NCM prepares or delivers to Advertiser any advertising, work product or other content ("NCM Content"), Advertiser agrees that no portion of the NCM Content shall be a "work made for hire" (as such term is used in the United States Copyright Act), and that NCM shall retain sole and exclusive title to such NCM Content. That notwithstanding, NCM and Advertiser may agree on additional terms, in the form of a purchase order or other written instrument, for NCM to sell NCM Content to Advertiser, and title to such NCM Content shall transfer to Advertiser; provided, however, that in the event such NCM Content contains any material or elements not specifically created for Advertiser pursuant to this Insertion Order ("Stock Material"), such Stock Material shall not be deemed a "work made for hire" and exclusive title to such Stock Material shall be retained by NCM.

4. Promotional Materials. If Advertiser, or anyone acting on Advertiser's behalf, distributes or intends to distribute any toys, food, objects, entry forms or other materials (the "Promotional Materials") to any person, then Advertiser shall insure that all Promotional Materials and all materials used in connection with them comply with all laws and regulations and industry codes and standards, and that all such Promotional Materials are free from defects and design, materials or workmanship. All Promotional Materials shall be delivered to locations at Advertiser's risk of loss, in accordance with the procedures and deadlines established by NCM or the Advertising may be delayed. If Advertiser collects personally identifiable information (such as e-mail addressees, full names, mailing addresses and phone number of theatre patrons), Advertiser shall not transfer such information to any third party. If Advertiser distributes any Promotional Material, such materials shall contain the following: "THIS PROMOTION IS NOT ENDORSED BY AMC ENTERTAINMENT, INC., CINEMARK INC., OR REGAL ENTERTAINMENT GROUP, OR ANY OF THEIR AFFILIATES."

5. Indemnification. Advertiser shall indemnify and hold NCM, its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, harmless from and against any and all direct and indirect losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from or arising out of: Advertiser's breach of this Agreement; any alleged or actual infringement of any copyright, trademark or intellectual property right based on materials provided by Advertiser; and claims relating to libel, infringement of any intellectual property rights, violation of the right of publicity, plagiarism or invasion of privacy; damage to property or injury to or death of any person which is directly or indirectly caused by any use or misuse of any Promotional Material (and any packaging or other materials used in connection therewith).

6. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates shall be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

7. Rights and License. Neither party shall obtain by this Agreement any right, title or interest in the trademarks of the other, nor shall this Agreement give either party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other without prior written consent. Advertiser grants to NCM the right to use, copy, reproduce, modify, recompose, edit, distribute and transmit any advertising material provided hereunder, in any and all media now known or hereafter developed, as necessary or helpful in the performance of this agreement. Additionally, Advertiser gives NCM the limited right to use portions of the Advertising solely in connection with the promotion of its internal business.

8. Miscellaneous. No product, category or other exclusivity is granted to Advertiser. This Agreement shall be governed by the laws of the State of Colorado without giving regard to conflict of laws. All covenants and agreements shall survive termination of this Agreement. Except for Advertiser's remedies as specifically set forth above in paragraph 1, Advertiser agrees that its rights and remedies in connection with this Agreement will be limited, and Advertiser hereby waives all other rights and remedies, including, without limitation, damages and injunctive relief. Every dispute concerning the interpretation or effect of this Agreement must be resolved in the United States District Court for the District of Colorado or the District Court, City and County of Denver, State of Colorado. To the maximum extent permitted by law, NCM (but not any of its individual employees, officers, directors, agents or independent contractors) and Advertiser agree to personal jurisdiction, subject matter jurisdiction, and venue in both courts. In all proceedings to resolve disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all of its costs, including attorneys' fees and court costs. If Advertiser fails to timely pay any amount to NCM, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of twelve percent (12%) per annum. NCM may terminate this Agreement upon not less than 30 days notice to Advertiser, in which event Advertiser's sole remedy shall be to obtain a refund of any money paid for advertising which has not been exhibited.

Creative Production Order Form

Page 1

Job #: 101969

Estimated Start Date: 12/14/2007

Advertiser Information Scholz and Associates 1503 South 40 East 230 Provo, UT 84606 Phone: (801) 373-2128 Fax: Trish Randolph trish@scholz-arch.com	Billing Information Scholz and Associates 1503 South 40 East 230 Provo, UT 84606 Phone: (801) 373-2128 Fax: Trish Randolph trish@scholz-arch.com	Account Director: Tonia Pulsipher Phone: (801) 682-5357 Fax: (801) 733-4525 Tonia.Pulsipher@ncm.com
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Creative Description:

PSA

Product:

On Screen Segment 3 Regional 0:15

Notes / Special Instructions:

**Related Job
Numbers:**

Media Services:

Description	Fee
Media Fee: NCM Produced Internally	\$0
Sub Total:	\$0

Creative Services:

Description	Fee
Animation Ad (15sec - With Audio)	\$525.00
Sub Total:	\$525.00

Grand Total: \$525.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:

National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!



Creative Production Order Form

Page 2

Job #: 101969

Estimated Start Date: 12/14/2007

Theatres For This Job:	CNK343 Cinemark 12 American Fork	American Fork, UT
	CNK285 Cinemark 16 Provo	PROVO, UT
	CNK288 Cinemark 24 W. Jordan	West Jordan, UT
	CNK335 Holiday Village 4	PARK CITY, UT
	CNK054 Movies 10	SALT LAKE CITY, UT
	CNK089 Movies 8	PROVO, UT
	CNK061 Movies 9	Sandy, UT
	CNK431 Salt Lake City 16	Salt Lake City, UT
	CNK119 Tinseltown	Layton, UT
	CNK240 Tinseltown Newgate	OGDEN, UT
	CNK487 Union Heights 16	Sandy, UT
	CNK023 Valley Fair	W. Valley City, UT