

2006



**HELLER EHRMAN WHITE & MCAULIFFE
AND
MOOT COURT HONOR BOARD**

2006 CONTRACT DRAFTING AND NEGOTIATING COMPETITION

TOPIC:

**EMPLOYMENT CONTRACT BETWEEN WOLF NETWORK AND MS.
SHALLOW DOCKERTY, REGARDING MR. AVRAM SMELLING AND
THE WOLF NETWORK TELEVISION SHOW, CONDON HALL, 98105**

REPRESENTING COUNCIL:

**MS. SHALLOW DOCKERTY: GROUP #56
WOLF NETWORK & MR. AVRAM SMELLING: GROUP #13**

DATE & LENGTH OF MEETINGS:

**JANUARY 23, 2006: 45 MINUTES
JANUARY 24, 2006: 45 MINUTES
JANUARY 27, 2006: 90 MINUTES**

LOCATION OF MEETINGS:

UNIVERSITY OF WASHINGTON SCHOOL OF LAW

RE: MEETINGS, SEE ALSO: ELECTRONIC MAIL CORRESPONDENCE

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WOLF NETWORK EMPLOYMENT CONTRACT
IN THE MATTER REGARDING MR. AVRAM SMELLING, MS. SHALLOW DOCKERTY, AND THE TELEVISION SHOW, CONDON HALL, 98105

(OFFER ACCEPTED: 24 JANUARY 2006)

I. PARTIES AND CONTACT INFORMATION:

Ms. Shallow Dockerty (hereafter referred to as "Ms. Dockerty")	WOLF Network, representing Mr. Avram Smelling (hereafter referred to as "Wolf")
7200 Royalty Lane Seattle, Washington 98115-4523 (206) 322-0978	1000 Heller Way Seattle, Washington 98105-2231 (206) 932-9911

ON THIS DATE, 24 JANUARY 2006, WOLF NETWORK AND MS. SHALLOW DOCKERTY PROMISE AND AGREE AS FOLLOWS:

II. SUBJECT: This is a contract for employment between Ms. Dockerty and Wolf. Ms. Dockerty is an actress and Wolf is a television network. Wolf has contracted Ms. Dockerty to work as an actress on and promoter of Wolf's television show, Condon Hall, 98105. Both parties promise and agree that the terms of this employment contract will be fulfilled and are as follows:

III. EMPLOYMENT:

- a. **DURATION:** This contract is for a fixed term of thirty-six (36) months, commencing on July 1, 2006 and to continue until June 30, 2009.
- b. **SALARY:** In exchange for completing the terms of this contract, Ms. Dockerty shall receive five hundred and fifty thousand dollars (\$550,000) per year for each of the three years of this contract, for a total of one-million, six-hundred and fifty dollars (\$1,650,000). Throughout the course of this three-year contract, Ms. Dockerty's salary is to be paid by Wolf in seventy-two (72) equal payments of twenty-two thousand, nine hundred, sixteen dollars and sixty-seven cents (\$22,916.67) sent by mail to Ms. Dockerty on the 1st and 15th day of each month. Payments shall begin July 15th, 2006 and shall stop July 1st, 2009.
- c. **EPISODES:** Ms. Dockerty will work on and appear in at least thirty (30) episodes of Condon Hall, 98105 each season. Ms. Dockerty will have a significant role (quantified as being "at least ten minutes") in at least twenty-five (25) episodes each season.
- d. **OUTSIDE PROJECTS:** Ms. Dockerty may appear in one major project (movie) or two small projects (guest appearance in any form of media) consistent with the standard Hollywood clause conforming artists to studio approval and roles portraying characters consistent with television character.

- e. **POTENTIAL FURTHER EMPLOYMENT:** An agreement has been made to hold a meeting between Mr. Avram Smelling and Ms. Dockerty during which each party will discuss the possibility of working together on a show after Ms. Dockerty is no longer working on Condon Hall, 98105. This meeting shall occur prior to July 1st, 2009.

IV. WORK ENVIRONMENT:

- a. **CREATIVE INFLUENCE:** Ms. Dockerty can express her creative input about set design and costuming at the Condon Hall, 98105 studio's morning meetings on said topics, which will be held before she is due in make-up. Ms. Dockerty can choose her studio-hired make up artist and hair stylist. Ms. Dockerty may also work with her studio-hired make up artist and hair stylist to design her character's appearance. Ms. Dockerty's hair and make-up must receive studio approval prior to any tapings.
- b. **POSITIVE STUDIO RELATIONS:**
 - i. **TARDINESS:** Ms. Dockerty is expected to arrive at the Condon Hall, 98105 studio on-time and ready to work each day she is expected to work. For every fifteen (15) minutes Ms. Dockerty is late, she will be fined five-hundred dollars (\$500). For every day Ms. Dockerty's tardiness exceeds one hour, she will instead be fined one full day's salary of three-thousand, four hundred thirty-seven dollars and fifty cents (\$3,437.50).
 - ii. **COMPLAINTS:** Each week Ms. Dockerty receives two complaints from Condon Hall, 98105 cast, crew, or studio employees she will be fined one-thousand dollars (\$1,000.00).
 - iii. **MEDIATION:** Wolf agrees to hire an on-site (Condon Hall, 98105 studio) mediator for conflicts regarding Ms. Dockerty. Ms. Dockerty has final approval on selecting the mediator from those Wolf puts forth. Ms. Dockerty must select the mediator thirty (30) days before Condon Hall, 98105 filming begins. The mediator has final say on conflicts regarding Ms. Dockerty. When the mediator has determined that Ms. Dockerty's behavior or tardiness has violated the rules established above, the stated fines above will commence.
 - iv. **GUESTS:** Wolf institutes a complete ban on personal guests anywhere on studio property, and reserves the right to evict trespassers without notice or mediation.

V. IMAGE CONTROL:

- a. **PUBLICIST:** Wolf agrees to assign, upon Ms. Dockerty's approval, a publicist to be paid by Wolf. Ms. Dockerty has final approval on selecting the publicist, and she must select the publicist thirty (30) days prior to when Condon Hall, 98105 filming begins. The publicist has final say on what defines negative publicity, positive publicity, and charity work. When the publicist has determined that Ms. Dockerty's behavior or appearance has resulted in negative publicity, said negative publicity will result in remedies for Wolf

commensurate to the loss and the elimination of outside project opportunities for Ms. Dockerty.

b. PUBLICITY:

- i. **CHARITABLE WORK:** Ms. Dockerty agrees to do regular and visible work with at least one (1) charitable organization. Wolf agrees that Ms. Dockerty is excused from working with charities benefiting AIDS, homelessness, or drug-addiction.
- ii. **PUBLICITY:** Ms. Dockerty also agrees to promote Condon Hall, 98105 by appearing in five (5) studio-arranged publicity events.
- iii. **APPEARANCE:** Ms. Dockerty must maintain her star appearance. This standard Hollywood clause prohibits Ms. Dockerty from making any and all drastic changes to her hair, weight, face, or body (including plastic surgery) without Wolf approval.
- iv. **ESCAPE CLAUSE:** Ms. Dockerty must, in good faith, agree to not do anything that will attract negative publicity. Any criminal arrests that ultimately result in charges against Ms. Dockerty release Wolf and Mr. Avram Smelling from this contract and any and all obligations to Ms. Dockerty. Misdemeanors, including but not limited to traffic and parking violations, are excluded from this clause.

VI. ADDITIONAL TERMS:

- a. **MERGER CLAUSE:** Wolf and Ms. Dockerty have reviewed this document under advice from council and have bargained for this agreement. Wolf and Ms. Dockerty both agree that this document represents their understanding of the full agreement between Wolf and Ms. Dockerty regarding her employment on Condon Hall, 98105.
- b. **GOOD FAITH:** Wolf and Mr. Avram Smelling make this contract with Ms. Shallow Dockerty in good faith. Wolf and Mr. Avram Smelling rely on Ms. Dockerty's performance in any and all above areas to further the success of Condon Hall, 98105. As such, damages that accrue to Wolf, Mr. Avram Smelling, Condon Hall, 98105, or any person involved in any of the said enterprises because of Ms. Dockerty's non-conformance will be the sole responsibility of Ms. Dockerty and her estate.
- c. **CONFIDENTIALITY:** Ms. Dockerty recognizes the importance of protecting the Wolf's intellectual property, scripts, and business knowledge. Ms. Dockerty will not divulge this vital information items (hereafter referred to as "Information") and Ms. Dockerty further agrees that she will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without Wolf's prior written consent. Ms. Dockerty will protect the Information and treat it as strictly confidential at all times, during and after Ms. Dockerty's employment ends with Wolf. A violation of this section shall be a material violation of this contract and will justify legal and/or equitable relief and injunction. Wolf also recognizes the importance of maintaining Ms.

Dockerty's public image and agrees to not divulge any information or make any statements which may result in negatively affecting Ms. Dockerty's public image.

- d. **FORCE MAJEURE:** If weather, fire, or an act of God renders this completion of the terms of this contract impossible, Wolf reserves the option to terminate this contract upon written notice to Ms. Dockerty. If weather, fire, or an act of God renders this completion of the terms of this contract impossible, Ms. Dockerty reserves the option to terminate this contract upon written notice to Wolf.
- e. **CONTRACT TERMINATION:** Neither Wolf nor Ms. Dockerty has the right to terminate this contract without the written consent of the other party, except when and as stated otherwise in this contract.
- f. **CONTRACT MODIFICATION:** Neither Wolf nor Ms. Dockerty has the right to modify this contract without the written consent of the other party, except when and as stated otherwise in this contract. Only written modifications of this contract signed by an authorized representative of each party shall be binding.
- g. **NOTICE:** All notices pertaining to this contract must be in writing and sent by registered United States (U.S.) postal mail to:

M.C.H.B. & Associates c/o Ms. Shallow Dockerty 242 Third Avenue Southeast Seattle, Washington 98102-2285	Wolf Network Attorneys 1000 Heller Way Seattle, Washington 98105-2231
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- h. **JURISDICTION:** This contract will be governed by the laws of Washington State.
- i. **ARBITRATION OF DISPUTES:** All disputes arising from this contract will be decided and submitted through arbitration. The cost of arbitration will be split and paid equally at Wolf's and Ms. Dockerty's expense.
- j. **SEVERABILITY:** If any part of this contract is rendered void by law or statutes, the remaining sections still apply.
- k. **HEADINGS:** The headings of the sections of this contract are inserted for convenience only and shall not constitute a part hereof.

VII. SIGNATURES:

COUNCIL FOR MS. SHALLOW DOCKERTY:

COUNCIL FOR WOLF NETWORK AND MR. AVRAM SMELLING:

GROUP #56

GROUP #13