

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
5/6/2011 6/14/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve an Agreement between the Town of Pahrump and Contour Entertainment Inc. & The Vercitas Group for a Entertainment Concept Preliminary Investigation and Project Potential Assessment No to Exceed \$155,000.00 from either the Fairgrounds Room Tax or Tourism Room Fund and All Matters Properly Related Thereto.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached Agreement for Entertainment Concept Investigation & Assessment; The Contour Entertainment Inc & The Vercitas Group Proposal, Contour Entertainment Inc 25 Years of Excellent brochure, CE Bios: Chris Brown, President; Robert Joslin, VP-Creative Technology; Richard Vaughn, VP-Creative Development; Paul Osterhout, VP-Executive Producer; Scott Zuber, Director-Planning & Design and Don Holbrook CED plus background material.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(s) OF ITEM: Mr. Kulkin, Town Board Member

SPONSORED BY:

Mr. Kulkin, Town Board Member

Print Name



Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107

Telephone Number

Agreement for Entertainment Concept Investigation and Assessment

THIS AGREEMENT ("Agreement") made this ____ day of _____, 2011, by and between the Town of Pahrump, an unincorporated town in the State of Nevada ("Town") and Contour Entertainment, Inc. and The Vercitas Group (together "Independent Contractor").

WHEREAS, Town desires to procure the serves of professional services entities to investigate and assess the potential for an entertainment concept in the Town; and

WHEREAS, Independent Contractor is in the business of providing such services and is agreeable to providing the services in accordance with provisions of this Agreement;

NOW, THEREFORE, in consideration of the agreements contained herein, Town and Independent Contractor agree as follows:

1. SERVICES & COMPENSATION.

The scope of work and compensation therefor is defined in the proposal prepared by Independent Contractor, attached hereto and incorporated herein as Exhibit 1. Where the proposal and the terms set forth in this Agreement differ, the terms in this Agreement control.

At the completion of the scope of work for the initial phase reflected in the proposal, Independent Contractor shall determine with supporting documentation and calculations if the type of project anticipated by Independent Contractor in the proposal is a viable project based on reasonable business judgment. If the project is not viable, Independent Contract shall return the fees of \$151,600 to Town in entirety.

The Parties anticipate that a future agreement may be executed for success and performance fees during a subsequent phase. The paragraph at page seven of Exhibit 1 shall have no weight in those negotiations.

Upon receipt by Town, invoices submitted by Independent Contractor are due within sixty (60) days.

2. INDEMNIFICATION CLAUSE. Independent Contractor shall indemnify, defend and hold harmless Town, its board members, staff, officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Town, its board members, staff, officers, employees, and agents in defense thereof, arising out of, connected with or resulting directly or indirectly on account of or out of the performance of activities pursuant to this Agreement; provided, however, this paragraph does not purport to indemnify the Town against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of Town, its board members, staff, officers, employees and agents. Town shall not be responsible, under any circumstances, for Independent Contractor's lost profits,

economic losses, or special, incidental, or consequential damages, whether in an action in contract or tort.

3. **ASSIGNABILITY.** It is agreed that this Agreement must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. Notwithstanding the foregoing limitation, Independent Contractor may use qualified subcontractors under its supervision for any or all work performed pursuant to this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing contained in this Agreement shall establish an employer-employee relationship between Town and Independent Contractor or its employees, subcontractors or independent contractors. Independent Contractor shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and instruction of its employees, subcontractors or independent contractors. Independent Contractor is a licensee of the Town and not an employee. The relationship of the parties shall not be construed as an agency relationship, nor shall it be construed as a partnership or joint venture. Independent Contractor shall be solely responsible for all of the following regarding all Independent Contractor related activities: SIIS, unemployment insurance (state and federal), FICA, federal withholding taxes (including quarterly federal tax returns), and all other local state or federal taxes it may be obligated to pay as a licensee, including all corporate fees of Independent Contractor. Independent Contractor agrees it shall have no right, demand or claim under this Agreement or by reason of the relationship between Town and Independent Contractor for SIIS compensation, unemployment insurance (state or federal), FICA, federal withholding taxes (including quarterly federal tax returns) or any corporate fees. Independent Contractor hereby forever relinquishes any and all right, demand and claim to any of the foregoing.

5. **CONSENT AND UNDERSTANDING.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. No provision of this Agreement will be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. **SEVERABILITY.** If any provision of this Agreement or its application to any person or circumstances is held invalid the remainder of the Agreement, or the application of the provision to other persons or circumstances, shall not be affected.

7. **ATTORNEY'S FEES.** Should a dispute arise between the parties to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

8. **LAW AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of Nevada. Any action commenced between the parties arising from or relating to this Agreement shall be resolved by means of binding arbitration with a single arbitrator, which shall be determined by the mutual agreement of the parties. This Agreement was entered into in Nye County, Nevada, and any arbitration will take place in this county.

IN WITNESS WHEREOF, the Town and Independent Contractor have executed this Agreement as of the date first above written.

TOWN OF PAHRUMP

Name: Mike Darby

Title: Chairman, Town Board

Signature: _____

Attest:

Carolene Endersby

CONTOUR ENTERTAINMENT, INC.

Name: Chris Brown

Title: President

Signature: _____

THE VERCITAS GROUP

Name: Don A. Holbrook

Title: Partner

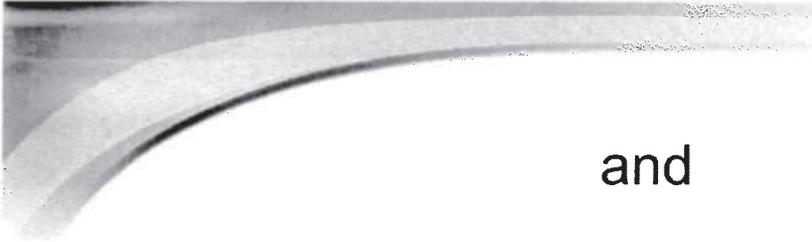
Signature: _____

EXHIBIT 1

Contour Entertainment Inc. and Vercitas Group

Pahrump Nevada

**Entertainment Concept Preliminary
Investigation and Project Potential
Assessment**



CONTOUR
Entertainment Inc.

and

THE VERCITAS
GROUP

Pahrump, Nevada

Entertainment Concept Preliminary Investigation and Project Potential Assessment

Prepared By:

Contour Entertainment. Inc.
The Vercitas Group

May 6, 2011

15036 Delano St., Van Nuys, CA USA

Ph:+1 818 778 0815 www.contourentertainment.com

INTRODUCTION

On Friday, April 29, 2011, Harley Kulkin, Bill Kohbarger and Al Balloqui from the Town of Pahrump, Nevada met with Chris Brown, Richard Vaughn and other staff members of Contour Entertainment along with Don Holbrook of Vercitas to discuss the situation in Pahrump. The gentlemen from Nevada are interested in understanding what type of an entertainment anchored attraction might be possible to harvest tourists from the substantial numbers visiting Las Vegas each year.

Pahrump contracted for an evaluation of a water park and western town concept by LARC in 2007. The study presented the base market in resident and tourist population, but, appropriately, projected the attendance to these concepts based on the resident population. In principal, we agree with this assessment as these concepts are not unique enough to encourage any visitor to Las Vegas to drive for an hour out to Pahrump. In turn, the modest attendance numbers and resulting supportable investment is much too small to create a dynamic, world-class project that would be able to get any attention from visitors to Las Vegas.

We believe the fundamental problem of creating small, typical and regionally appropriate attractions to support the demand of the local, resident population will not achieve the larger goal as it was presented to us by the Pahrump team. Instead, we believe the real task at hand is to investigate the possibility of creating something truly unique with sufficient scale and impact to draw guests from Las Vegas. This attraction would integrate into the iconography of what Pahrump is, spur additional visitation to Pahrump's other attractions and create jobs and a larger economic impact on Pahrump than an attraction that catered to the local resident population.

We have prepared this proposal based on this premise.

SCOPE OF WORK

In general, the goal of this initial Phase will be to identify the reasonable business opportunities for a location based entertainment project in Pahrump and to create a compelling concept to maximize the potential for attracting visitors from the existing Las Vegas tourist market.

For this initial Phase, the Contour/Vercitas Team (the "Team") will travel to Pahrump to meet with the Town representatives and conduct a preliminary review of the area with a focus on the unique aspects that make Pahrump attractive from a day-trip visitation perspective. We will want to visit any existing leisure businesses as well as any known potential future project sites. We will also spend some time in Las Vegas and do some additional research to quantify and define the competitive landscape for the entertainment market with an eye towards identifying a gap that could be filled by a project located in Pahrump. Specific sites available will also be inspected to establish inherent assets and limitations. These would include the Fairground property across Route 160 from the Raceway and the expansion area adjacent to the Front Sight development.

Simultaneously, through discussions with the local Economic Development and Town of Pahrump representatives, we will begin to establish the high-level potential for Public Support for a project as well as to establish their goals and hopes for the long-term impact of such a project. The Pahrump representatives should provide copies of regional and local demographic surveys and reports, a summary of existing incentive legislation and any other available information on current or past leisure projects in the region as well as any other documents as available to the Team that might be useful in understanding what exists and is currently planned in Pahrump.

Included in the supplied data should be information regarding any potential thoughts – or past successful initiatives – for the intended structure for any project financing that involves public sector support through bond issues, special zone creation and/or tax abatements. These documents, coupled with the interviews, will be key to ascertain the true Public Sector willingness to support new project initiatives.

Following the initial trip, we will return to our offices and begin to analyze the data obtained to establish the general areas where we see potential and to conceive of a high-level conceptual direction to compliment existing assets in the community and to take advantage of unexploited areas in the entertainment and leisure markets. We will brainstorm various high-level concepts to fit these market gaps, site location and to integrate with the existing Pahrump identity.

We will organize our initial thoughts on the potential opportunities we've identified and present these in an Interim Review via an Internet Conference Call utilizing www.gotomeeting.com.

Following this Interim Review, we will integrate the insight, direction and comments received as we proceed with an initial concept development. Based on the identified opportunities and directions, we will create an initial concept, articulated in a written narrative along with a conceptual master plan layout and a series of inspirational sketches and reference images to help visualize the project's initial direction. These elements will be prepared along with a report reviewing the process to date, the analysis of the data that led to the directions and the conceptual response to the opportunity.

With the conceptual direction defined at this high level, Don Holbrook will outline and define the steps to obtain the maximum public support for the project. This support will be used later to increase the ROI / IRR necessary to create a highly competitive investor solicitation package for the final capital placement in the market.

This high-level project concept package will be assembled along with a report reviewing the process to date, the analysis of the data that led to the directions and our conceptual response to the opportunity.

At this point, the Team will meet with the Pahrump representatives to present the summary conclusions and design concepts developed. In the report and at this presentation meeting, we will discuss the attributes of the recommended development including our explanation of why we believe the project would be successful along with the potential support requirements from the Public Sector that may be necessary to encourage the project development as well as the strategy and timeline for the next Phases of the development process.

For your reference, brief descriptions of the following phases along with schedule and potential pricing ranges are included in Attachment A.

We will also provide a detailed proposal for the next phases to properly conceive and position a project for the area. This follow-on scope of work will include a more in-depth characterization of the strengths and weaknesses of the market, further developing the project concept as well as the preparation of a solid foundation of business modeling and financial feasibility investigation. Together, these will result in a proposed conceptual direction with supporting artwork, plans, business plan and pro forma accompanied by an Investor Solicitation Package to be used to take to the financial markets to raise funding for the project.

DELIVERABLES

The Deliverables for the initial Phase are listed below. Electronic Copies will be submitted as PDF files or, where appropriate, Microsoft Office format files (Word, Excel, PowerPoint). Three (3) hard copies, where required, will be submitted in Letter-Sized reports for the written documents and 11 x 17 or larger copies of drawings and illustrations as appropriate.

Interim Review (Via Internet meeting)

1. An Internet meeting Presentation to Include:
 - a. A Review of the Process to date
 - b. A Market Research Brief with Preliminary Identification of Opportunities
 - c. A Preliminary draft Program List of Elements to be considered
 - d. A Draft Conceptual Bubble Diagram indicating the general arrangement and types of land uses and how these might begin to be organized on the site
 - e. A series of Reference Images to review and discuss regarding the options for the type of elements and high level direction of the project
 - f. A Status Report on the progress in discussions regarding the Public Funding support strategies, tools for the project and Key Leader discussions

Final Review (In Person Presentation and Meeting)

1. A written report will be presented including:
 - a. A Review of the Process to date
 - b. A Market Research Report indicating the summary data and findings with respect to the Resident and Tourist Markets, the competitive landscape for the leisure and attractions to be considered and the implications for the potential elements
 - c. A brief Concept Treatment describing an overview of the proposed development responding to the Market Research findings
 - d. A draft Program List of Elements recommended and preliminary size and capacity assumptions

- e. A Preliminary, High-Level summary target range of investment, operating margins and resulting revenue stream to present strategies regarding the combination of Operational Revenues with Public Sector Incentive support to arrive at a High-Level Financial Model
 - f. A Final Status Report on the progress in discussions regarding the Public Funding support strategies and tools for the project
 - g. A Public Sector Support MOU regarding the terms and conditions associated with the public incentives, public sector funding tools to support the financing strategy and results of the Key Leader discussion to determine support for the Project
2. A series of plans, drawings and other visual reference images to describe the initial ideas for the site including:
- a. A Conceptual Bubble Diagram indicating the general arrangement and types of land uses recommended on the site
 - b. A Conceptual Masterplan of the development indicating preliminary building sizes and relationships
 - c. A series of Sketches, Illustrations and Reference Images to present the look and feel of the conceptual direction proposed for the project including images for each of the main elements and activities

SCHEDULE

Phase I – Market Review and Initial Concept Development

From the receipt of the Initial Deposit following contract approval, we will conduct a week of research prior to the Site Investigation Trip and meetings in Nevada. Subject to schedule coordination issues, we would expect the trip to occur during week two of the program based on the schedule coordination challenge with the parties. This trip is anticipated to be three or four days/nights for the Team.

Following the completion of the Site Investigation Trip, we will conduct an Interim Review approximately 3 weeks later. This meeting will be held via Internet on www.gotomeeting.com with all involved parties at a mutually convenient time.

Following the Interim Review, we will make a Final, in-person, Presentation meeting to be held in Pahrump approximately 3 – 4 weeks later, based on schedule coordination.

Total Phase I duration of approximately 8 – 9 weeks, depending upon scheduling issues.

FEES AND PAYMENT SCHEDULE

Our fees for the services identified above will be \$151,600 including \$36,000 for Vercitas. We've assumed that Pahrump hotels will be booked and paid for directly by the Town of Pahrump group. Any and all other travel and trip expenses will be considered as reimbursable expenses in accordance with the descriptions below. This basic breakdown of the fees follows below:

Contour Entertainment, Inc.

-CONFIDENTIAL-

PAH_____ CEI_____ VER_____

Element	Approximate Percentage	Amount
Site Investigation, Research, Review Meeting and Presentation Trips	23.8%	\$36,100
Office Based Research and Analysis	5.4%	8,200
Concept Development, Design & Illustrations	44.3%	67,200
Public Incentive and Public-Private Partnership Investigation (Vercitas)	23.8%	36,000
Project Management	2.7%	4,100
Subtotal Fees:	100%	\$151,600
Travel Reimbursable Allowance		3,000
Total including Travel:		\$154,600

We require the following payment schedule in respect of our fees:

Milestone	Percentage	Payment
Contract Award	30%	\$45,480
Interim Review	50%	75,800
Final Report Presentation	20%	30,320
Total:		\$151,600

All invoices will be submitted either in person as hard copies or via e-mail and are due within 5 days. Our preferred method of payment is wire transfer or EFT, but company checks are also acceptable. Our account information for electronic payment will be included on all invoices for your convenience.

ASSUMPTIONS

We have assumed that all local hotel accommodation in Pahrump will be provided and paid for by the Town of Pahrump. All additional expenses such as meals and ground transportation for the team as well as admissions or other fees will be added to invoices as Reimbursable expenses.

All accommodations will be Business Class. All travel expenses greater than \$20 will be supported with copies of actual receipts in accordance with IRS requirements. If necessary, (due to expenses incurred for the presentation for the Final Report) following the final invoice, a Close-Out Invoice will be provided with the final Travel Expense billing when all receipts are collected.

Success Fees. The Team has submitted this proposal with the understanding of certain potential fees to become payable upon project go ahead. These include success fees payable upon both public and private funding activities. As examples, it is intended that a performance fee of 3% of the public sector incentives offered to the private sector for investment inducement will be paid to the Team upon such funding being finalized. Similarly, the Team may introduce certain investors to the project and, if such investors do fund the private portion of the development, the Team will receive a performance fee of 1% of such private funding. The details of these arrangements will be initially defined as the scope of work proceeds and will be negotiated and finalized in a Definitive Agreement at the appropriate time.

IN WITNESS WHEREOF, the Parties have executed this Agreement as Indicated Below:

The Town of Pahrump

Name: _____
Title: _____
Signature: _____
Date: _____

Contour Entertainment, Inc.

Name: Chris Brown
Title: President
Signature: _____
Date: _____

The Vercitas Group

Name: Don A. Holbrook
Title: Partner
Signature: _____
Date: _____

Attachment A

Typical Project Investigation Phases

Page 1 of 2

Following the initial phase, the conceptual direction – including adjustments based on the Owner's input – will be set and we will create and submit a final proposal to take the project forward through the next phase of development.

To assist in establishing a general understanding of the process and the potential budgets for the further development, we have provided the following brief descriptions of the work to be completed in the subsequent phases along with the anticipated range of costs for this scope of work based on our current assumptions of what the project might include. Obviously, as the conceptual direction is established, we will update and finalize the next phase proposal.

Phase II – Masterplan, Concept Refinement and Feasibility Report

Based on the feedback received from the end of Phase I Review, the Team will proceed with the conceptual design, masterplan and feasibility development. During Phase II, the information assembled in Phase I will be refined and optimized to present the most viable assembly of elements. This will likely include a variety of products to encourage asset utilization during “off-peak” periods such as non-holiday winter weekdays as well as during holiday and typical tourist seasons.

The concepts assembled will be refined and further developed including presentation drawings, building conceptual plans, attendance and utilization models, guest spending analysis for each area as well as project development schedules and development estimates and operational cost budgets. The concepts will be tested for Financial Feasibility to produce a Supportable Investment target for planning and funding discussions.

During this phase all economic development incentives will be finalized contingent upon the funding commitments to bring the project to fruition.

Total Phase II duration of approximately 8 – 12 weeks, depending upon final scope

This phase will typically cost between \$200,000 - \$350,000

Phase III – Preparation of Concept Presentation Package and Business Plan

Based on the deliverables from Phase II, the various funding options will be determined and a structure prepared reflecting the assets necessary to support the financing strategy as well as other presentations necessary. The presentation materials prepared will be based on the varying needs for public party reviews, public presentations and private meetings with potential investors or other financial partners. The types of presentation materials produced (models, videos, etc.) can have a significant impact on the cost for this phase on top of the underlying costs of preparing the typical documentation for the Business Plan and/or Investor Solicitation package.

Total Phase III duration of approximately 6 – 12 weeks, depending upon presentation materials scope (models, videos, etc.)

This phase will typically cost between \$80,000 - \$350,000

Attachment A
Typical Project Investigation Phases

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Phase IV Support for Presentations and Meetings (to Public Entities, Financial Partners, etc.)

During this phase, we would support the presentations required to gain the public support, convince the local and/or state authorities of the viability and strength of the concepts and plans and to meet with any potential financial partners or investors as required to move the project forward.

Total Phase IV duration depends upon financing strategy and public entity schedules.

This phase will typically cost between \$50,000 - \$125,000



CONTOUR Entertainment Inc. ●●●●●●●●●●

25 YEARS OF

ENTERTAINMENT



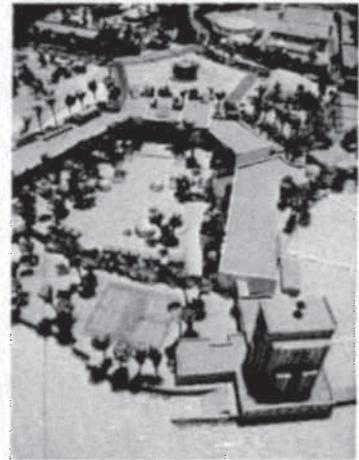
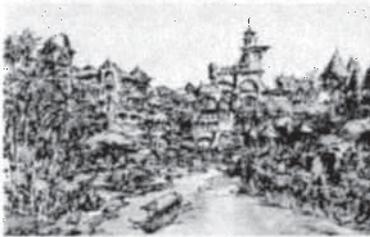
RESORT DEVELOPMENT

The key to a World-Class Resort is a solid foundation in theme, properly and seamlessly integrated into a well thought-through Master Plan.

Contour begins with a creative premise and underlying story to set the direction and establish the aesthetic language to be used throughout the resort. We then take a very careful and analytical approach to ensure the site balances the requirements of the various uses, both for the guests as well as the resort staff.

Contour uses a multidisciplinary approach to master planning by incorporating storytelling and design with architecture, environmental planning, landscape architecture, transportation and urban planning. By taking this approach, we ensure an integrated design with a solid foundation built upon the story, where the synergy of the parts creates a truly dynamic whole.

Depending upon the project needs, Contour will either assist or take the lead in market research, site selection, feasibility analysis, and pro forma development.



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THEME PARKS

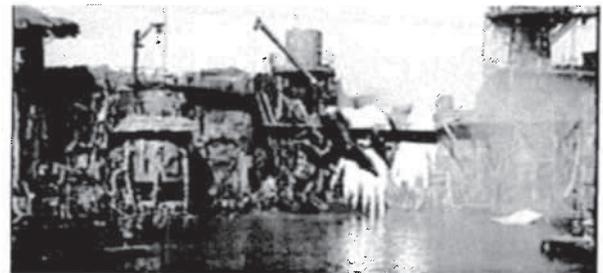
For a themed destination to be successful, it must captivate guests the minute they walk through the gate by immersing them in a story they can *experience* with all five senses. We at Contour are master storytellers. Our projects succeed because of the compelling stories they tell and because of our painstaking attention to detail.

Our team gained its valuable experience as key figures in themed entertainment's industry-defining companies, including Walt Disney Imagineering, Universal Studios and Sony Development.

Through decades of work from the bottom up, we learned every aspect of the business, refining our creativity and honing our practical skills. A key to our exceptional project implementation is the ability to balance the various priorities, never losing focus of the story and its supporting creative expression, but executing the projects within the parameters of schedule and budget.

With more than one hundred years of collective experience in themed entertainment, Contour's principals have produced an impressive portfolio of Theme Parks and Attractions around the world.

Our expertise covers all areas of Project Development including Creative Development, Brand Management, Master Planning, Architectural Design, Financial Feasibility, Project Management, Technological Design, Production/Procurement and Installation of Show and Ride Systems, and Ongoing Attraction Operations.



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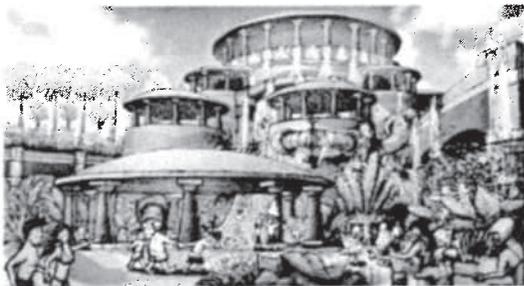
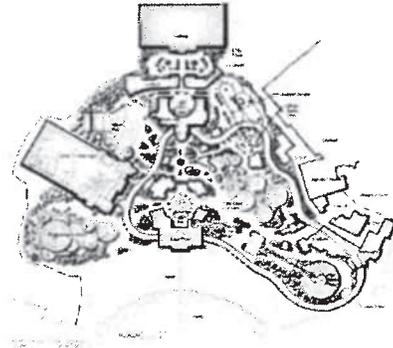
WATER PARKS

Creating fun is what we do. And fun is at the heart of every water park experience.

As with all of Contour's parks and attractions, our water parks begin with an engaging story. Whether it's a story about a blizzard, a lost civilization or an enchanted forest, this story provides cohesiveness to the environment, becoming the benchmark for every design element, and creating the core concept of the immersive experience.

Contour's water parks offer something for everyone. For the thrill-seekers, it's a wide variety of plunge slides, speed slides, and water coasters. For those interested in family oriented activities, adults and children alike will enjoy wave pools, multi-person raft rides, lazy rivers, and many interactive water activities. And for those who just want to escape the real world for a while, we offer a backdrop of enchantment that whisks them away to rejuvenate in a refreshing world of magic and fantasy.

However, water parks have their own unique engineering challenges, too. Capacity, throughput, guest safety and hydrodynamics, as well as other considerations must all be addressed in balance with the creative direction, schedule and budget. Identifying and providing this balance is an area where Contour excels, deftly managing the various requirements to arrive at an optimal solution.



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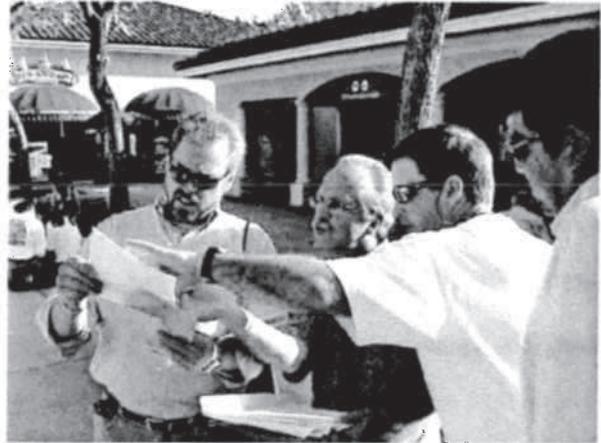
PARK OPERATIONS

One of the most important aspects affecting the Guest Experience at any destination is the way in which the Operations are conducted. Ensuring conveniently located guest services facilities, minimizing wait times and providing informed, courteous and cheerful hosts are all important keys to a positive guest experience.

These aspects are provided by Contour's Attraction Operations Division. Built on more than 30 years of Disney park operations experience, Contour's professional operations staff provides these important insights during the design phases of our project development. We will assist with every aspect from sizing recommendations for parking lots, restrooms and food services to locating and sizing employee break rooms, administration offices, warehouse and all other necessary operating infrastructure.

Additionally, Contour will provide all aspects of Operations planning, from department structures and staffing plans; Standard Operating Procedures, pre-opening budgets and event planning, as well as marketing, ticket media and sales strategies.

Finally, as the project comes to life, Contour's Attractions Operations staff will manage your operation, providing our expertise to guide the successful on-going operations management you need to get the most out of your investment. At Contour Entertainment, we're interested in long-term partnering relationships where we truly achieve success together.



CONTOUR
Entertainment Inc.

Contour Entertainment, Shaping the Future of Location-Based Entertainment!

The creative journey of bringing a concept through the development cycle, from initial inspiration through the evolutionary project development and finally realizing in steel, paint, and light, then brought to life to enchant and enthrall, is a journey fraught with challenges and many perils. Sage advice is to find a guide with real experience, integrity, and enthusiasm for the idea and the talent to shape it into reality.

Contour Entertainment can provide true Theme Park experts to lead the way.

We have guided projects and provided services for the best entertainment companies in the world including Walt Disney Imagineering, Universal Studios, Sony Development, and Herschend Family Entertainment.

Contour's services may be tailored to fit the needs of your project in the areas of:

Project Development Services:

- Creative Design...
- Masterplanning
- Story and Script development
- Show design
- Illustration
- Computer and Practical Modeling
- Attraction Mix
- Programming and Operational Capacity Modeling
- Media Development and Pre-Production Services

Technical Design Services:

- Ride System Specification and Development
- Show System Specification and development:
 - Special Effects and Projection design
 - Show Set Design
 - Animated Figure and Prop design
 - Show Lighting design and specification
 - Show Control System design and specification
 - Interactive Game design and development
 - Show Media Systems design and specification

Project Management and Implementation Services:

- Planning
- Scheduling
- Estimating
- Job Cost Reporting and accounting
- Subcontract Management

Project Operations:

- Operational Design Support
- Pre-opening Planning
- Staffing and on-going operations management

Contact us today to discuss your project!

15036 Delano Street, Van Nuys, CA 91411 Phone +1 818 778 0815
www.contourentertainment.com

President

Chris brings a lifetime of entertainment experience to his role as President of Contour Entertainment, which he co-founded in late 2000. As Contour's senior executive, Chris leads Contour's team of exceptional talent in conceptualization and establishing directions for our various projects. A seasoned creative professional with experience balancing the business, storytelling and technical challenges, Chris provides leadership, vision and inspiration to Contour's creative teams.

Key Roles:

- | | |
|---|----------|
| • President, Contour Entertainment | 10 years |
| • President, Auriga Entertainment | 3 years |
| • Exec. VP, Spectra Entertainment | 4 years |
| • Technical Director, Disney | 5 years |
| • Sr. Show/Ride Manager responsible for Disney MGM Studios Theme Park | 3 years |
| • Total Disney Experience | 17 years |
| • Total Entertainment Industry Experience | 33 years |

Relevant Experience

- Senior Contractor Executive responsible for all thematic, show and ride concepts for EarthQuest Entertainment Resort, a 500-acre destination entertainment development focused on Sustainability and appreciation for the wonders of our planet.
- Senior Show Executive and Director for Contour's Encounter Theater Experience for Star Trek The Tour including Concept Design, Show Design and Production, Media Direction, Installation and Operations.
- Senior Contractor Show Executive responsible for creative vision and all thematic and show and ride concepts for Doha Entertainment District portion of Lusail Development in Doha, Qatar. Created, presented initial and further development concepts to His Highness, Sh. Hamad bin Kalifia Al Thani.
- Senior Contractor Show Executive responsible for Spectra Entertainment scope for the Sony Music Box, Berlin, Germany.
- Senior Contractor Show Executive responsible for all aspects of Show and Ride concept development and park theming for the Magic World theme park in Dubai, UAE. Led presentation of park concepts to his Highness, Sh. Mohammed bin Rashid Al Maktoum.
- Senior Show and Ride Executive responsible for establishing all Show and Ride concept technical direction for 7 theme parks at Walt Disney Imagineering including Tokyo DisneySea and Disney Studios Paris.
- Senior Show and Ride Executive responsible for shows and all rides for the opening day scope of Disney/MGM Studios in Florida.
- Project Engineer responsible for overall and/or major portions of ride systems for Spaceship Earth and Imagination Pavilion at EPCOT as well as Star Tours for Disneyland.

Education, Honors and Associations

- Bachelor of Science, Mechanical Engineering, Cal Poly, Pomona, 1981
- Film School, UCLA
- Registered Professional Engineer, State of California, USA
- LEED AP (Accredited Professional)
- US Patent Holder, (5,868,628) Inventor, "Live Action Theater"
- US Patent Holder (7,324,166) Inventor, "Live Actor Integration" (U-Star Video Booth)
- Magician Member of the Academy of Magical Arts at Hollywood's Magic Castle
- Member of Society of Motion Picture and Television Engineers (SMPTE)

Vice President, Creative Technology

Bob brings a keen expertise in technological story telling to his role as Vice President, Creative Technology at Contour Entertainment, which he co-founded in 2000. Bob is a Senior Entertainment Executive with many years of experience in all the technical and organizational aspects of Show Systems Conceptualization, Design, and Implementation.

Key Roles:

• VP Technology, Contour Entertainment	10 years
• VP Engineering, Auriga Entertainment	3 years
• Dir. Show Systems, Spectra Entertainment	3 years
• Principal Effects Designer, Disney	6 years
• Senior Effects Designer, Disney	6 years
• Operations Supervisor, Disneyland	5 years
• Total Disney Experience	21 years
• Total Entertainment Industry Experience	35 years

Relevant Experience

- Contour's Senior Show Technical Executive responsible for Concept Design, Technical Design and Production, Installation of the 2nd phase gallery exhibits for the National Museum of the Maine Corps.
- Contour's Senior Show Technical Executive responsible for the Encounter Theater Experience, U-Star Video Booth and Photo Ops for Star Trek The Tour.
- Senior Show and Ride Systems and Engineering Executive responsible for Contour's Doha Entertainment District portion of Lusail Development in Doha, Qatar.
- Senior Show Systems and Engineering Executive responsible for Spectra Entertainment scope for the Sony Music Box, Berlin, Germany.
- Senior Contractor Show Systems and Engineering Executive responsible for all aspects of Show and Ride Technology for the Magic World theme park in Dubai, UAE.
- Director of Show Systems for several major attractions for Spectra Entertainment, including Jurassic Park, Waterworld and Terminator 2-3D for Universal Studios, Observatron for Disneyland, and the Volcano Island and Lagoon Show for Hiraakata Park in Japan.
- Principal Effects Designer responsible for all the Special Effects in the Rides and Shows for Discoveryland for the opening day scope of Euro Disneyland in Paris France (now Disneyland Paris).
- Principal Effects Designer responsible for all the Special Effects in the Rides and Shows for the opening day scope of Disney/MGM Studios in Florida.

Education, Honors and Associations

- Bachelors of Arts, Biochemistry, California State University at Fullerton, 1977
- US Patent Holder, (5,217,832) Inventor, "Permanent Color Transparencies on a single substrate, and methods for making the same"
- US Patent Holder (7,324,166) Inventor, "Live Actor Integration" (U-Star Video Booth)

Vice President, Creative Development

Richard brings a unique blend of fine artist and pragmatic sensibilities to his role as Vice President, Creative Development at Contour Entertainment, which he co-founded in 2000. Richard is a Senior Design Director with more than 25 years of experience in design direction, from concept through construction, with excellent team-building and communication skills in all disciplines. Richard has a proven track record of successes internationally across a broad spectrum of themed attraction categories with an industry reputation as a disciplined, all-around themed entertainment design executive.

Key Roles:

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|---|----------|
| • VP Creative Development, Contour Entertainment | 10 years |
| • Executive Creative Director, Sony Entertainment | 2 years |
| • VP Design, Spectra Entertainment | 1 year |
| • Senior Designer, Universal Studios | 2 years |
| • Concept Director, Walt Disney Pictures & Television | 2 years |
| • Design Director, Disney Imagineering | 15 years |
| • Total Disney Experience | 17 years |
| • Total Entertainment Industry Experience | 33 years |

Relevant Experience

- Senior Creative Development Executive responsible for all thematic, show and ride concepts for EarthQuest Entertainment Resort, a 500-acre destination entertainment development focused on Sustainability and appreciation for the wonders of our planet.
- Senior Creative Development Executive responsible for Doha Entertainment District portion of Lusail Development in Doha, Qatar.
- Senior Sony Creative Executive responsible for the Music Box, Berlin, Germany. Included concept lead and liaison assignment with Apple Corps, LTD. for the Beatles' "Yellow Submarine Adventure" attraction.
- Senior Contractor Design Director responsible for all Concept and Show Design aspects for the Magic World theme park in Dubai, UAE. Participated in presentation of park concepts to his Highness, Sh. Mohammed bin Rashid Al Maktoum.
- Show Producer and Senior Production Designer for Lost Continent attraction "Poseidon's Fury" at Universal's Islands of Adventure theme park in Orlando, Florida.
- Concept Director for Walt Disney Televentures, to deliver an interactive video-on-demand national cable service.
- Senior Show Designer for Blizzard Beach Water Park at Walt Disney World, Florida.
- Show Producer, Concept Designer, Show Designer and/or Art Director for various other Disney projects including Visionarium at Tokyo Disneyland; Disney's Hollywood Studios at Tokyo Disneyland; Back Lot Attractions at Disney/MGM Studios and Pleasure Island at WDW, Florida; "Captain EO" at Disneyland and EPCOT Center's flagship pavilion, Spaceship Earth at WDW, Florida.

Education, Honors and Associations

Bachelor of Fine Arts, SDSU
Board Member, Brigadoon, Inc.
President, Billy Vaughn Orchestra, Inc.
Board Member, CueroMoto, Inc.
US Design Patent Holder, US Patent D505787

PAUL OSTERHOUT

Vice President, Executive Producer

Paul joined the Contour team in autumn of 2006 as Vice President, Executive Producer, bringing with him over 20 years of diversified, multi-national experience in design management, blue-sky conceptual development, design, art direction, producing, product branding and master planning. As a Senior Creative Executive, Paul has played an integral role in creating a variety of world-renowned venues in themed entertainment, resort environments, innovative retail and interactive game media development. Because of his unique ability to liaise between creative, production, architectural, construction and business units, Paul has a highly successful track record of directing complex and compelling projects on time and within budget.

Key Roles

• VP & Exec. Producer, Contour Entertainment	5 years
• VP & Exec. Producer, Disney Resort Paris	6 years
• Sr. Show Producer/Ex. Dir., Disney Florida	3 years
• Sr. Producer, Electronic Arts, Canada	1 year
• Director/Creative Leader, Disney Florida	3 years
• Show Producer, Disney World	4 years
• Production Designer, Disney MGM Studios	3 years
• Senior Artisan, Disney Imagineering	4 years
• Director of Special Effects and Show Production for Cinnabar Hollywood Design House	4 years
• Total Disney Experience	23 years
• Entertainment Industry Experience	31 years

Relevant Experience

- Senior Creative Producer responsible for all thematic, show and ride concepts for EarthQuest Entertainment Resort, a 500-acre destination entertainment development focused on Sustainability and appreciation for the wonders of our planet.
- Vice President and overall Creative Executive for Disneyland Resort Paris, which included 2 Theme Parks, 9 Resort Hotels, Retail, Dining and Golf Course. Managed design team and oversaw development and master planning of the 5-year attraction and growth menu.
- Vice President /Executive Producer relocated to Paris, France for the design and installation of the Walt Disney Studios Park, a 595 million-Euro, 43-acre theme park consisting of nine major attractions, 12 food facilities and 10 merchandise locations.
- Senior Show Producer/Director responsible for Directing and producing concept, design and production for many new attractions on Disney's Florida property. Major projects included "Rock 'n' RollerCoaster starring Aerosmith," "The Many Adventures of Winnie the Pooh," and "Buzz Lightyear Space Ranger Spin."
- Design Director for Magic Kingdom Park, Walt Disney World. Led the creative team in preparing new design concepts, selling those concepts to senior management and producing the attractions. Projects included "New Tomorrowland," "Mickey's ToonTown Fair," "The Enchanted Tiki Room," "Snow White's Scary Adventures," and "Ariel's Grotto."

Education, Honors and Associations

- Continuing Education at Art Center College of Design in Pasadena, California
- Member, Themed Entertainment Association
- Winner of 2 THEA Awards for Best Attraction
- Society of American Magicians
- Nominated for CLIO Awards
- Iron Man Competitor/Member of United States Triathlon Association

Director, Planning and Design

Scott joined the Contour team in 2006 and brings with him a distinguished career in themed entertainment design and attraction development. As a designer Scott's experience runs the gamut from television, motion pictures, to theme park design with particular interests in master planning and architectural place-making. Scott's remarkable gift is his inherent ability to visualize and bring a conceptual environment to life through practical design. He meticulously cultivates designs and layouts which visually serve "the story". These designs immerse the guests, as participants, to experience the inner vision of each project first hand

Key Roles:

- Director Planning and Design, Contour Entertainment 5 years
- Lead Set Design and Art Director, Various Film and Production companies 7 years
- Art Director, Universal Creative 5 years
- Show Set designer, Walt Disney Imagineering 5 years
- Total Entertainment Industry Experience 20 years

Relevant Experience

- Director of design and Master Planning for Contour Entertainment. Responsible for land use planning, concept themed architecture, and attraction layouts for numerous clients in the Middle East, Asia and North America.
- Motion Picture and Television Lead Set Designer and Art Director providing concept through fabrication direction for such projects as "24", "The Terminal", "Mission Impossible", and "Transformers".
- Produced designs for the *Studio Backlot* and *Rodeo Drive* areas of the Universal Studios Japan project. Directed construction for facility design and area development on location in Osaka Japan
- Performed concept design and development for *Port of Entry*, a dynamic and fanciful streetscape for the Islands of Adventure Park in Orlando.
- Designed sets and coordinated all details for production and fabrication of specific show elements for the Award winning *Indiana Jones Adventure* at Disneyland.
- Show set designer on the highly detailed New York Backlot Set Streets for the Disneyland Paris expansion.

Education, Honors and Associations

University of Cincinnati - School of Design, Architecture, Art and Planning

Bachelor of Architecture, Dean's Honors

Member of I.A.T.S.E., Set Designer's and Model Maker's - Local #847
Member of I.A.T.S.E., Art Director's Guild - Local #800