

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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FILER

SCORES HOLDING CO INC

CIK: **831489** | IRS No.: **870426358** | State of Incorporation: **UT** | Fiscal Year End: **1231**
Type: **S-8** | Act: **33** | File No.: **333-118162** | Film No.: **04970270**
SIC: **7900** Amusement & recreation services

Mailing Address	Business Address
533-535 WEST 27TH STREET SUITE NEW YORK NY 10001	150 EAST 58TH STREET SUITE NEW YORK NY 10022 212-421-8480

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

SCORES HOLDING COMPANY, INC.
(Exact name of registrant as specified in its charter)

UTAH ----- (State or other jurisdiction of incorporation or organization)	87-0426358 ----- (IRS Employer Identification No.)
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533-535 WEST 27TH STREET
NEW YORK, NY 10001
(212) 868-4900

(Address, Including Zip Code and Telephone Number,
of Principal Executive Offices)

AGREEMENT WITH MONTE WEINER

MODIFIED RETAINER AGREEMENT WITH GOTTBETTER & PARTNERS, LLP
(Full Title of the Plan)

RICHARD GOLDRING
SCORES HOLDING COMPANY, INC.
533-535 WEST 27TH STREET
NEW YORK, NY 10001
(212) 868-4900
(Name, Address and Telephone Number,
including Area Code, of Agent for Service)

Copy to:
ADAM S. GOTTBETTER, ESQ.
GOTTBETTER & PARTNERS, LLP
488 MADISON AVENUE
NEW YORK, NEW YORK 10022
(212) 400-6900

<TABLE>
<CAPTION>

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE (1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)	AMOUNT OF REGISTRATION FEE
<S> <C> Common Stock, par value \$.001 per share	<C> 430,000	<C> \$0.12	<C> \$51,600	<C> \$6.54
TOTAL:	430,000	\$0.12	\$51,600	\$6.54

</TABLE>

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) on the basis of the average of the high and low prices of the common stock of the Registrant as traded in the over-the-counter market and reported on the OTC Electronic Bulletin Board of the National Association of Securities Dealers on August 10, 2004.

PART I
INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

ITEM 1. PLAN INFORMATION

Pursuant to the Note to Part I of the Form S-8, the information required by Part I is not filed with the Securities and Exchange Commission.

ITEM 2. INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

Registrant will provide without charge to each person to whom a copy of a Section 10(a) Prospectus hereunder is delivered, upon the oral or written request of such person, a copy of any document incorporated in this Registration Statement by reference. Requests for such information should be directed to Scores Holding Company, Inc., 533-535 West 27th Street, New York, NY 10001, (212) 868-4900.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents are incorporated by reference in this registration statement.

- a) Registrant's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2003 filed pursuant to Section 13(c) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- b) All other reports filed by Registrant pursuant to Section 13(c) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Form 10-KSB referred to in (a) above.
- c) The description of the common stock, \$.001 par value per share (the "Common Stock") of the Registrant is contained in the Registrant's registration statement on Form 10-SB, as amended.

All documents filed by the Registrant pursuant to Section 13 (a), 13 (c), 14 and 15 (d) of the Exchange Act subsequent to the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated in this registration statement by reference and to be a part hereof from the date of filing of such documents. Any statement contained in this registration statement, in a supplement to this registration statement or in a document incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any subsequently filed supplement to this registration statement or in any document that is subsequently incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

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ITEM 4. DESCRIPTION OF SECURITIES

Not applicable. The class of securities to be offered is registered under Section 12 of the Exchange Act.

ITEM 5. INTEREST OF NAMED EXPERTS AND COUNSEL

The validity of the shares of common stock registered in this registration statement has been passed upon for the Registrant by Gottbetter & Partners, LLP, ("G&P") whose opinion is attached hereto as Exhibit 5.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Pursuant to ss.16-10a-902 of the Utah Revised Business Corporation Act (the "Utah Act"), the Registrant may indemnify an individual made a party to a proceeding because they are or were a director, against liability incurred in the proceeding, if such individual acted in good faith and in a manner

reasonably believed to be in, or not opposed to, the best interest of the Registrant and, in a criminal proceeding, they had no reasonable cause to believe their conduct was unlawful. Indemnification under this provision is limited to reasonable expenses incurred in connection with the proceeding. Pursuant to the Utah Act, the Registrant's Board of Directors may also indemnify its officers, agents, or employees against any loss or damage sustained when acting in good faith in the performance of their corporate duties.

Registrant must indemnify a director or officer who is successful, on the merits or otherwise, in the defense of any proceeding or in defense of any claim, issue, or matter in the proceeding, to which they are a party to because they are or were a director or officer of the Registrant, against reasonable expenses incurred by them in connection with the proceeding or claim with respect to which they have been successful.

Registrant may pay for or reimburse reasonable expenses incurred by a director, officer employee, fiduciary or agent of the Registrant who is a party to a proceeding in advance of final disposition of the proceeding provided the individual furnishes the Registrant with a written affirmation that their conduct was in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Registrant, and undertake to pay the advance if it is ultimately determined that they did not meet such standard of conduct.

Also pursuant to the Utah Act, a corporation may set forth in its articles of incorporation, by-laws or by resolution, a provision eliminating or limiting in certain circumstances, liability of a director to the corporation or its shareholders for monetary damages for any action taken or any failure to take action as a director. This provision does not eliminate or limit the liability of a director (i) for the amount of a financial benefit received by a director to which they are not entitled; (ii) an intentional infliction of harm on the corporation or its shareholders; (iii) for liability for a violation of Section 16-10a-842 of the Utah Act (relating to the distributions made in violation of the Utah Act); and (iv) an intentional violation of criminal law. To date, the Registrant has not adopted such a provision in its Articles of Incorporation, By-Laws, or by resolution. A corporation may not eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective.

The Utah Act also permits a corporation to purchase and maintain liability insurance on behalf of its directors, officers, employees, fiduciaries or agents. To date, the Registrant does not carry any such insurance.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS

Exhibit No.	Description
4.1	Agreement dated June 25, 2004 between Registrant and Monte Weiner
4.2	Modified Retainer Agreement dated July 25, 2004 between Registrant and Gottbetter & Partners, LLP.
5.	Opinion of Counsel, Gottbetter & Partners, LLP.
23.1	Consent of Counsel (included in Exhibit 5 hereto).
23.2	Consent of Radin Glass & Co., LLP, Auditors.

ITEM 9. UNDERTAKINGS

The Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this

registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

2. For determining liability under the Securities Act of 1933, treat each such post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at the time to be the initial bona fide offering.
3. File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of New York, State of New York on the 12th day of August, 2004.

SCORES HOLDING COMPANY, INC.

By: /s/ Richard Goldring

Richard Goldring, President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicates and on the dates indicated.

	TITLE	DATE
/s/ Richard Goldring ----- Richard Goldring	President and Chief Executive Officer	August 12, 2004
/s/ David Silverman ----- David Silverman	Treasurer, Chief Financial and Accounting Officer	August 12, 2004
BOARD OF DIRECTORS:		
/s/ Richard Goldring ----- Richard Goldring	Director	August 12, 2004
/s/ Elliot Osher ----- Elliot Osher	Director	August 12, 2004

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ADVISORY AGREEMENT

Agreement (the "Agreement") dated as of June 25, 2004 by and among Scores Holding Company Inc. (the "Company") and Monte Weiner (the "Advisor").

WITNESSETH:

WHEREAS, the Company and the Advisor entered into an Agreement dated February 27, 2004 that provided for compensation to the Advisor for the ninety (90) days prior to the date of that Agreement; and

WHEREAS, the Company and the Advisor entered into an Agreement dated March 19, 2004 that provided for further compensation to the Advisor; and

WHEREAS, the Company desires to compensate the Advisor for further performance and the Advisor desires to be compensated by the Company pursuant to the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, it is hereby agreed as follows:

SECTION 1. Retention. (a) The Company hereby retains the Advisor on a non-exclusive basis to perform the services set forth in paragraph (b) below during the one (1) year period following execution of this Agreement (the "Term"), commencing on the date hereof, and the Advisor hereby accepts such retention and shall perform for the Company the duties described herein, faithfully and to the best of its ability. During the Term, the Advisor shall report directly to the President of the Company or such other senior officer of the Company as shall be designated by the President of the Company.

(b) The Advisor shall serve as a business advisor to the Company and render such advice and services to the Company as may be reasonably requested by the Company including, without limitation, strategic planning, merger and acquisition possibilities and business development activities including, without limitation, the following:

(i) study and review of the business, operations, and historical financial performance of the Company (based upon management's forecast of financial performance) so as to enable the Advisor to provide advice to the Company;

(ii) assist the Company in attempting to formulate the best strategy to meet the Company's working capital and capital resource needs;

(iii) assist in the formulation of the terms and structure of any reasonable proposed business combination transaction involving the Company;

(iv) assist in the presentation to the Board of Directors of the Company of any proposed transaction.

SECTION 2. Compensation. (a) The Company shall pay to the Advisor a fee of Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00) payable in 100,000 shares of the Company's common stock (the "Common Stock") at a price that is 65% of the stock's closing price on the date of this Agreement (\$0.0975 per share based on Closing price of \$0.15), and which shares shall be registered with the Securities & Exchange Commission on Form S-8. The fee is in consideration of performance under this Agreement. The Company and the Advisor agree to meet from time-to-time to discuss further compensation based on performance.

SECTION 3. Confidential Information. The Advisor agrees that during and after the Term, it will keep in strictest confidence, and will not disclose or make accessible to any other person without the written consent of the Company, the Company's products, services and technology, both current and under development, promotion and marketing programs, lists, trade secrets and other confidential and proprietary business information of the Company or any of its clients and third parties including, without limitation, Proprietary Information (as defined in Section 7) (all of the foregoing is referred to herein as the "Confidential Information"). The Advisor agrees (a) not to use any such Confidential Information for himself or others; and (b) not to take any such material or reproductions thereof from the Company's facilities at any time during the Term except, in each case, as required in connection with the Advisor's duties hereunder.

Notwithstanding the foregoing, the parties agree that the Advisor is free to use (a) information in the public domain not as a result of a breach of this Agreement, (b) information lawfully received from a third party who had the right to disclose such information and (c) the Advisor's own independent skill, knowledge, know-how and experience to whatever extent and in whatever way he wishes, in each case consistent with his obligations as the Advisor and that, at all times, the Advisor is free to conduct any research relating to the Company's business.

SECTION 4. Ownership of Proprietary Information. The Advisor agrees that all information that has been created, discovered or developed by the Company, its subsidiaries, affiliates, licensors, licensees, successors or assigns (collectively, the "Affiliates") (including, without limitation, information relating to the development of the Company's business created, discovered, developed by the Company or any of its affiliates during the Term, and information relating to the Company's customers, suppliers, advisors, and licensees) and/or in which property rights have been assigned or otherwise conveyed to the Company or the Affiliates, shall be the sole property of the Company or the Affiliates, as applicable, and the Company or the Affiliates, as the case may be, shall be the sole owner of all patents, copyrights and other rights in connection therewith, including without limitation the right to make

application for statutory protection. All the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, discoveries, structures, inventions, designs, ideas, works of authorship, copyrightable works, trademarks, copyrights, formulas, improvements, inventions, product concepts, techniques, marketing plans, merger and acquisition targets, strategies, forecasts, blueprints, sketches, records, notes, devices, drawings, customer lists, patent applications, continuation applications, continuation-in-part applications, file wrapper continuation applications and divisional applications and information about the Company's Affiliates, its employees and/or advisors (including, without limitation, the compensation, job responsibility and job performance of such employees and/or advisors).

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All original content, proprietary information, trademarks, copyrights, patents or other intellectual property created by the Advisor that does not include any specific information relative to the Company's proprietary information, shall be the sole and exclusive property of the Advisor.

SECTION 5. Indemnification. The Company represents that all materials provided or to be provided to the Advisor or any third party regarding the Company's financial affairs or operations are and shall be truthful and accurate and in compliance with any and all applicable federal and state securities laws. The Company agrees to indemnify and hold harmless the Advisor and its advisors, professionals and affiliates, the respective directors, officers, partners, members, managers, agents and employees and each other person, if any, controlling the Advisor or any of its affiliates to the full extent lawful, from and against all losses, claims, damages, liabilities and expenses incurred by them (including reasonable attorneys' fees and disbursements) that result from actions taken or omitted to be taken (including any untrue statements made or any statement omitted to be made) by the Company, its agents or employees which relate to the scope of this Agreement and the performance of the services by the Advisor contemplated hereunder. The Advisor will jointly and severally indemnify and hold harmless the Company and the respective directors, officers, agents, affiliates and employees of the Company from and against all losses, claims damages, liabilities and expenses that result from bad faith, gross negligence or unauthorized representations of the Advisor. Each person or entity seeking indemnification hereunder shall promptly notify the Company, or the Advisor, as applicable, of any loss, claim, damage or expense for which the Company or the Advisor, as applicable, may become liable pursuant to this Section 8. No party shall pay, settle or acknowledge liability under any such claim without consent of the party liable for indemnification, and shall permit the Company or the Advisor, as applicable, a reasonable opportunity to cure any underlying problem or to mitigate actual or potential damages. The scope of this indemnification between the Advisor and the Company shall be limited to, and pertain only to certain transactions contemplated or entered into pursuant to this Agreement.

The Company or the Advisor, as applicable, shall have the opportunity to

defend any claim for which it may be liable hereunder, provided it notifies the party claiming the right to indemnification in writing within fifteen (15) days of notice of the claim.

The rights stated pursuant to this Section 8 shall be in addition to any rights that the Advisor, the Company, or any other person entitled to indemnification may have in common law or otherwise, including, but not limited to, any right to contribution.

SECTION 6. Notices. Any notice or other communication under this Agreement shall be in writing and shall be deemed to have been duly given: (a) upon facsimile transmission (with written transmission confirmation report) at the number designated below; (b) when delivered personally against receipt therefore; (c) one day after being sent by Federal Express or similar overnight delivery; or (d) five (5) business days after being mailed registered or certified mail, postage prepaid. The addresses for such communications shall be as set forth below or to such other address as a party shall give by notice hereunder to the other party to this Agreement.

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If to the Company:

Scores Holding Company Inc.
533-535 W. 27th Street
New York, NY 10001
Attn: Richard Goldring
Tel: (212) 868-4900
Fax: (212) 868-4414

If to the Advisor:

Monte Weiner
909 10th Street South
#205
Naples, Florida 34102
(239) 262-6095

SECTION 7. Status of Advisor. The Advisor shall be deemed to be an independent contractor and, except as expressly provided or authorized in this Agreement, shall have no authority to act for on behalf of or represent the Company. This Agreement does not create a partnership or joint venture.

SECTION 8. Other Activities of Advisor. The Company recognizes that the Advisor now renders and may continue to render financial consulting and other investment banking services to other companies, which may or may not conduct business and activities similar to those of the Company. The Advisor shall not be required to devote its full time and attention to the performance of its duties under this Agreement, but shall devote only so much of its time and attention as it deems reasonable or necessary for such purposes.

SECTION 9. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties

hereto and their respective successors and permitted assigns. This Agreement and any of the rights, interests or obligations hereunder may be assigned by the Advisor without the prior written consent of the Company. This Agreement and any of the rights, interests or obligations hereunder may not be assigned by the Company without the prior written consent of the Advisor, which consent shall not be unreasonably withheld.

SECTION 10. Severability of Provisions. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

SECTION 11. Entire Agreement; Modification. This Agreement and the schedules hereto contains the entire agreement of the parties relating to the subject matter hereof, and the parties hereto and thereto have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the parties hereto.

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SECTION 12. Non-Waiver. The failure of any party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of any party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

SECTION 13. Governing Law. The parties hereto acknowledge that the transactions contemplated by this Agreement bear a reasonable relation to the state of New York. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the state of New York without regard to such state's principles of conflicts of laws. The parties irrevocably and unconditionally agree that the exclusive place of jurisdiction for any action, suit or proceeding ("Actions") relating to this Agreement shall be in the state and/or federal courts situate in the county and state of New York. Each party irrevocably and unconditionally waives any objection it may have to the venue of any Action brought in such courts or to the convenience of the forum. Final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any indebtedness or liability of any party therein described. Service of process in any Action by any party may be made by serving a copy of the summons and complaint, in addition to any other relevant documents, by commercial overnight

courier to any other party at their address set forth in this Agreement.

SECTION 14. Headings. The headings of the Sections are inserted for convenience of reference only and shall not affect any interpretation of this Agreement.

SECTION 15. Counterparts. This Agreement may be executed in counterpart signatures, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.

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

SCORES HOLDING COMPANY INC.

By: /s/ Richard Goldring

Richard Goldring, President

Mr. Monte Weiner

By: /s/ Monte Weiner

[G&P LETTERHEAD]

July 25, 2004

Mr. Richard Goldring
Scores Holding Company, Inc.
533-535 West 27th Street
New York, NY 10001

RE: MODIFIED RETAINER AGREEMENT

Dear Mr. Goldring:

Please accept this letter as confirmation that Scores Holding Company, Inc. (the "Company"), has agreed to modify the retainer agreement dated June 7, 2000 (the "Retainer") between the Company and Gottbetter & Partners, LLP. ("G&P"), effective July 25, 2004. The modification, which we understand was approved by the Company's Board of Directors, is for the Company to pay part of its outstanding bill for legal services with shares of the Company's common stock, \$.001 par value.

We understand that part of the outstanding bill will be satisfied by the issuance of 330,000 shares valued at \$33,000. The board of directors has approved the filing of a registration on Form S-8 for these 330,000 shares. The legal services for which these shares are being registered and subsequently issued to Adam S. Gottbetter, a partner in G&P, did not include any services in connection with the offer or sale of securities in a capital raising transaction, and did not directly or indirectly promote or maintain a market for the Company's securities.

Please note that this letter may be filed as an exhibit to the Form S-8. In order to effectuate the modification of the Retainer, please sign this letter and return it to my office. If you have any questions, please call me.

Sincerely,

GOTTBETTER & PARTNERS, LLP

/s/ Gottbetter & Partners, LLP

ACCEPTED AND AGREED:

SCORES HOLDING COMPANY, INC.

By: /s/ Richard Goldring

Name: Richard Goldring

OPINION AND CONSENT OF COUNSEL

August 12, 2004

Scores Holding Company Inc.
533-535 West 27th Street
New York, NY 10001

Gentlemen:

We have examined the registration statement on Form S-8 of Scores Holding Company, Inc., a Utah corporation (the "Registrant"), to be filed with the Securities and Exchange Commission (the "Registration Statement"), relating to the registration under the Securities Act of 1933, as amended, of 430,000 shares of the Company's common stock, \$.001 par value per share (the "Common Stock"). As your counsel in connection with this transaction, we have examined the proceedings taken and are familiar with the proceedings proposed to be taken by you in connection with the issuance and sale of the Common Stock.

We are of the opinion that the shares of Common Stock, when issued and sold in the manner described in the Registration Statement, will be legally and validly issued, fully-paid and non-assessable.

We consent to the use of this opinion as an exhibit to the registration statement and further consent to all references to us in the registration statement and any amendments thereto.

Very truly yours,

GOTTBETTER & PARTNERS, LLP

/s/ Gottbetter & Partners, LLP

EXHIBIT 23.2

CONSENT OF INDEPENDENT AUDITOR

To the Board of Directors and Stockholders
of Scores Holding Company, Inc.

We hereby consent to the incorporation by reference, in this Registration Statement on Form S-8 of Scores Holding Company, Inc., of our report dated March 11, 2004 relating to the financial statements of Scores Holding Company, Inc. appearing in the Annual Report on Form 10-KSB of Scores Holding Company, Inc. for the year ended December 31, 2003.

/s/ Radin Glass & Co., LLP

Radin Glass & Co., LLP
Certified Public Accountants

New York, New York
August 12, 2004