

U. S. SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

BuckTV.com, Inc.

-----  
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

NEVADA

86-0931332

-----  
(STATE OR OTHER JURISDICTION OF  
INCORPORATION OR ORGANIZATION)

-----  
(IRS EMPLOYER  
IDENTIFICATION NO.)

5085 Lift Drive, Suite 201, Colorado Springs, CO

80919

-----  
(Address of principal executive offices)

-----  
(Zip Code)

Registrant's telephone number, including area code: (800) 410-2225  
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CONSULTING AGREEMENT  
DATED AS OF JULY 6, 2000  
BETWEEN THE REGISTRANT AND  
RODNEY R. SCHOEMANN, SR.

(Full title of the plans)

Richard Lindberg  
5085 Lift Drive, Suite 201  
Colorado Springs, CO 80919

-----  
(Name and address of agent for service)

(800) 410-2225

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(TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)

COPIES OF COMMUNICATIONS TO:  
Thomas C. Cook, Esq.  
Thomas C. Cook and Associates, Ltd.  
3110 South Valley View, Suite 106  
Las Vegas, Nevada 89102  
(702) 876-5941

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CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, par value, \$.001 per share	575,000 Shares	\$0.27	\$155,250	\$ 40.97

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\*Estimated solely for purposes of calculating the registration fee.  
Calculated in accordance with Rule 457(c) under the Securities Act of 1933  
based upon the average of the bid and asked price of Common Stock of  
BuckTV.com, Inc. as reported on the NASD over-the-counter bulletin board  
on July 10, 2000.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, filed with the Securities and Exchange Commission (the "Commission") by BuckTV.com, Inc., a Nevada corporation (the "Company" or "BKTV"), are incorporated herein by reference:

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1999, filed pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- (b) The Company's Quarterly Reports on Form 10-Q for the quarters ended June 30, 1999, September 30, 1999 and March 31, 2000 filed pursuant to the Exchange Act;
- (c) The Company's Registration Statement of the Company on Form 10-SB filed on April 29, 1999 registering the Company's Common Stock, par value \$.001 per Share (the "Common Stock"), under Section 12 of the Securities Exchange Act of 1934 which contains a description of the Common Stock, filed pursuant to the Securities Act; and
- (d) All other reports of the Company filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year ended December 31, 1999.

In addition, all documents filed by the Company with the Commission pursuant to Sections 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 which indicates that all the securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated herein by reference and to be a part hereof from the date of the filing of such documents with the Commission.

ITEM 4. DESCRIPTION OF SECURITIES.

Not Applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not Applicable.

Page 2

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

THE ARTICLES OF INCORPORATION OF THE COMPANY PROVIDE FOR INDEMNIFICATION OF EMPLOYEES AND OFFICERS IN CERTAIN CASES. INSOFAR AS INDEMNIFICATION FOR LIABILITIES ARISING UNDER THE SECURITIES ACT OF 1933 MAY BE PERMITTED TO DIRECTORS, OFFICERS OR PERSONS CONTROLLING THE COMPANY PURSUANT TO THE FOREGOING PROVISIONS, THE COMPANY HAS BEEN INFORMED THAT IN THE OPINION OF THE SECURITIES AND EXCHANGE COMMISSION SUCH INDEMNIFICATION IS AGAINST PUBLIC POLICY AS EXPRESSED IN THE ACT AND IS THEREFORE UNENFORCEABLE.

In addition, Section 78.751 of the Nevada General Corporation Laws provides as follows: 78.751 Indemnification of officers, directors, employees and agents; advance of expenses.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or

suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, he must be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

Page 3

4. Any indemnification under subsections 1 and 2, unless ordered by a court or advanced pursuant to subsection 5, must be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made: (a) By the stockholders; (b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to act, suit or proceeding; (c) If a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or (d) If a quorum consisting of directors who were not parties to the act, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion; or

5. The Articles of Incorporation, the Bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than the directors or officers may be entitled under any contract or otherwise by law.

6. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this section: (a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to subsection 2 or for the advancement of expenses made pursuant to subsection 5, may not be made to or on behalf of any director or officer if a final adjudication establishes that his act or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action. (b) Continues for a person who has ceased to be a director, officer, employee or agent and endures to the benefit of the heirs, executors and administrators of such a person. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

- 4.10 - Consulting Agreement dated July 6, 2000 between BKTV and Rodney R. Schoemann, Sr.
- 5.2 - Opinion of Thomas C. Cook and Associates, Ltd.
- 23.2 - Consent of Thomas C. Cook and Associates, Ltd. (included in Exhibit 5).
- 23.3 - Consent of Barry Friedman, CPA
- 24.2 - Power of Attorney (included in signature page).

ITEM 9. UNDERTAKINGS.

(a) The undersigned Company 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) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the Company of expenses paid or incurred by a director, officer or controlling person of the Company in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company 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 Colorado Springs, the State of Colorado, on this 13th day of July, 2000.

BuckTV.com, Inc.

By: /s/ Richard Lindberg  
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Richard Lindberg, President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose

signature appears below constitutes and appoints Richard Lindberg and Mysha M. Lankhorst, and each of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for them and in their name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their substitutes may lawfully do or cause to be done by virtue hereof.

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

/s/ Richard Lindberg July 13, 2000  
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Richard Lindberg  
President

/s/ Mysha M. Lankhorst July 13, 2000  
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Mysha M. Lankhorst, Secretary

/s/ Larry Hunter July 13, 2000  
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Larry Hunter, Director

/s/ Bry Behrmann July 13, 2000  
-----

Bry Behrmann, Director

CONSULTING AGREEMENT

This Agreement is made and entered into as of the 6th day of July, 2000, by and between BuckTV.com, Inc. ("Issuer") and the undersigned Rodney R. Schoemann, Sr. 3904 Wheat Drive, Metairie, LA 70002 ("Consultant").

R E C I T A L S

A. WHEREAS, Issuer desires to retain Consultant, and Consultant desires to be retained by Issuer, to provide consulting services to Issuer; and

B. WHEREAS, Issuer desires to compensate Consultant for Consultant's services by issuing Shares of Issuer's common stock, and Consultant desires to be compensated by the receipt of such Shares.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. CONSULTING SERVICES AND COMPENSATION. On the terms and subject to the conditions set forth in this agreement, Issuer and Consultant hereby agree that:

1.1 For a period of 360 days after the date of this agreement, Consultant shall serve as a consultant to Issuer in evaluating potential business opportunities and helping with the development of business strategies (the "Consulting Services") and;

1.2 Issuer agrees to issue to Consultant and Consultant agrees to accept from Issuer, as compensation for the Consulting Services, that number of Shares of Issuer's common stock which is set forth on the Signature page of this Agreement (the "Shares").

2. REGISTRATION, ISSUANCE AND DELIVERY OF SHARES. Within 30 days the Issuer agrees to register the issuance of the Shares to Consultant by filing a Form S-8 registration statement (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). Promptly after the Registration Statement becomes effective, Issuer shall issue a stock certificate representing the Shares to Consultant and shall deliver the stock certificate at the address specified by Consultant in the delivery instructions on the signature page of this agreement. If the above filing and issuance does not take place within a 30 day period from the date of this agreement the Issuer will be accessed an additional 100,000 shares of stock.

3. ISSUER'S REPRESENTATIONS AND WARRANTIES. Issuer hereby represents and warrants to Consultant that:

3.1 Authority. The individual executing and delivering this agreement on Issuer's behalf has been duly authorized to do so, the signature of such individual is binding upon Issuer, and Issuer is duly organized and subsisting under the laws of the jurisdiction in which it was organized.

3.2 Enforceability. Issuer has duly executed and delivered this agreement and (subject to its execution by Consultant) it constitutes a valid and binding agreement of Issuer enforceable in accordance with its terms against Issuer, except as such enforceability may be limited by principles of public policy, and subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

3.3 Capitalization. Issuer has no outstanding capital stock other than common stock as of the date of this agreement. Issuer is authorized to issue 100,000,000 Shares of Common Stock, of which 8,442,200 Shares are issued and outstanding. All of Issuer's outstanding Shares of Common Stock have been duly and validly issued and are fully paid, nonassessable and not subject to any preemptive or similar rights; and the Shares have been duly authorized and, when issued and delivered to Consultant as payment for services rendered as provided by this agreement, will be validly issued, fully paid and nonassessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

-1-

4. MISCELLANEOUS.

4.1 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

4.2 Titles. The titles of the sections and subsections of this agreement are

for the convenience of reference only and are not to be considered in construing this agreement.

4.3 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.

4.4 Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.

4.5 Waiver and Amendment. Except as otherwise provided herein, the provisions of this agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of Consultant and Issuer.

4.6 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

4.7 Governing Law. This agreement is governed by and shall be construed in accordance with the internal law of the State of Nevada without reference to its rules as to conflicts of law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

"ISSUER"

Bucktv.com, Inc.

/s/ Richard Lindberg

- -----  
Richard Lindberg  
President

"CONSULTANT"

Rodney R. Schoemann, Sr.

/s/ Rodney R. Schoemann, Sr.

- -----  
Signature

Rodney R. Schoemann, Sr.  
3904 Wheat Drive,  
Metairie, LA 70002

575,000 Shares of BuckTV.com, Inc. common voting shares to be issued immediately upon execution of this S-8 agreement.

EXHIBIT 5.2

Thomas C. Cook and Associates, Ltd.  
Attorneys and Counselors at Law  
3110 South Valley View, Suite 106  
Las Vegas, Nevada 89102

Thomas C. Cook, Esq.  
Admitted to practice in  
Nevada and California

Telephone (702) 876-5941  
Facsimile (702) 876-8865  
www.esquireonline.com

July 12, 2000

Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, D.C. 20549

BuckTV.com, Inc.  
Registration Statement on Form S-8

Gentlemen:

We have been requested by BuckTV.com, Inc., a Nevada corporation (the "Company"), to furnish you with our opinion as to the matters hereinafter set forth in connection with the above-captioned registration statement (the "Registration Statement") covering an aggregate of 575,000 Shares (the "Shares") of the Company's common stock, par value \$.001 per Share offered on behalf of the Company in connection with (i) the Company's Consultant Agreement between BuckTV.com, Inc. and Rodney R. Schoemann, Sr. dated July 6, 2000

In connection with this opinion, we have examined the Registration Statement, Annual Report, the Company's Articles of Incorporation and By-laws, and such other documents as we have deemed necessary to enable us to render the opinion hereinafter expressed.

Based upon and subject to the foregoing, we are of the opinion that the Shares, when issued in accordance with the Plans, will be legally issued, fully paid and non-assessable.

We render no opinion as to the laws of any jurisdiction other than the internal laws of the State of Nevada.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement and to the reference to our name under the caption "Legal Opinions" in the prospectus included in the Registration Statement.

Very truly yours,

/s/ Thomas C. Cook

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Thomas C. Cook and Associates, Ltd.



EXHIBIT 23.3

July 13, 2000

CONSENT OF INDEPENDENT AUDITORS

Barry L. Friedman, P.C., CPA  
Certified Public Accountant

1582 Tulita Drive  
Las Vegas, NV 89123

OFFICE (702) 361-8414  
FAX NO. (702) 896-0278

To Whom It May Concern:

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-8) which grants an aggregate of 575,000 Shares of Common stock of BuckTV,com, Inc., under a certain "Consulting Agreements" with Rodney R. Schoemann, Sr. and to the incorporation by reference therein of our report dated December 31, 1999, and March 31, 2000, with respect to the consolidated financial statements of the Company included in its Registration Statement and annual report on Form 10-SB and Form 10-KSB and the quarterly report filed with the Securities and Exchange Commission.

/s/ Barry Friedman

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Barry Friedman, CPA

July 13, 2000