

## SUBMISSION RELEASE AGREEMENT

Date: \_\_\_\_\_

Name: \_\_\_\_\_

To: \_\_\_\_\_

Following your request, I am submitting to you the following described intellectual property (referred to herein as the "Work") for your consideration, subject to the terms and conditions set forth below:

Title of the Work Submitted: \_\_\_\_\_

Registration/copyright #: \_\_\_\_\_

Principal Characters: \_\_\_\_\_

Log line of Plot: \_\_\_\_\_

1. I acknowledge that because of your position in the entertainment industry you receive numerous submissions of ideas, formats, stories, suggestions and the like and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or your employees or, if an agent, are otherwise available to you. I understand that, if you are an agent, you do not purchase literary properties. I understand that I will not be entitled to any compensation because of the use by you of any such similar material. I further understand that you would refuse to accept, consider or otherwise evaluate the Work in the absence of my acceptance of each and all provisions of this Agreement. I shall retain all rights to submit this or similar material to persons other than you. I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Work.
2. It is understood and agreed that I have not previously submitted or disclosed the Work to you; you have not made any prior inducements, promises or representations to me regarding the Work; and you shall not be under any obligation to me if you do not desire to use the Work for any purpose.
3. I represent and warrant that I am the author of the Work (or I own and control it); that I am the present and sole owner of all right, title and interest in and to the Work; that no other person collaborated with me in creating the Work; that I have the exclusive, unconditional right and authority to submit and/or convey the Work to you; and that all important features of the Work are summarized herein.

4. I have retained at least one copy of the Work submitted to you concurrently herewith, and I agree that you shall not have any obligation to return to me the copy submitted to you nor shall you be responsible to me, financially or otherwise, for any loss or damage thereto. I understand that your return of the Work to me shall not terminate or affect any rights or obligations under this Agreement.
5. Neither my submission to you nor anything in this Agreement shall be deemed to limit or restrict your freedom or obligate you to me regarding the Work, nor prohibit your use, without obligation to me, of materials created by others (collectively, "Third Party Materials") that are submitted to, or acquired by, you, prior to or after the submission of my Work to you.
6. I acknowledge that your use of Third Party Materials containing elements similar to or identical with those contained in my Work shall not obligate you to negotiate with me or entitle me to any compensation if you have an independent right to use such Third Party Materials. I further agree that if you determine that you have the independent right to use Third Party Materials containing elements similar or identical to those contained in my Work without payment of compensation to me and you proceed to use the Third Party Materials, if I disagree with your determination, I agree that any dispute between us shall be submitted to binding arbitration before a single arbitration in accordance with the rules and procedures of the American Arbitration Association ("AAA"). In such event, the arbitrator shall be an individual experienced in the motion picture or television field and shall be mutually selected by you and me or if we cannot agree, then by the rules of the AAA. The arbitrator shall be controlled by the terms of this Agreement and any award by the arbitrator favorable to me shall be limited to the fixing of compensation which shall be an amount equal to the amount paid for the type of material in question within customary entertainment industry standards at Los Angeles, California. Any arbitration award will provide for you and me to bear our own costs of arbitration which costs shall include our respective outside attorneys' fees. Any such arbitration shall be conducted in Los Angeles, California and shall be governed by and subject to the laws of the State of California and the rules and procedures of the AAA.
7. I agree to indemnify and hold you harmless from and against any and all claims, expenses, losses, causes of action, judgments or liabilities (including, without limitation, reasonable outside attorneys' fees) that may be asserted against you or incurred by you at any time in connection with the Work, or any use thereof, including without limitation those arising from any alleged breach of the warranties and promises given by me herein.
8. This Agreement constitutes our entire understanding and no other agreement, written or oral, express or implied, exists between us with respect to the Work. Any modification or waiver hereunder or termination hereof must be in writing, signed by both of us. This understanding shall be construed in accordance with the laws of the State of California applicable to agreements executed and fully performed therein. The invalidity of any provision hereof shall not affect the remaining provisions. Any

references to you shall be deemed also to refer to your subsidiary and affiliated corporations, companies under common ownership or control with you, and your directors, officers, agents, employees, lessees, licensees, successors and assigns.

Your signature together with mine below shall constitute this a binding agreement.

I HAVE READ AND UNDERSTAND AND AGREE TO ALL OF THE FOREGOING.

Very truly yours,

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Telephone: \_\_\_\_\_

AGREED TO AND ACCEPTED

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_