



**RELEASE AND AGREEMENT - SUBMISSION OF MATERIAL**

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

Title of Material Submitted: \_\_\_\_\_

I am concurrently hereby submitting to you the material described on page 4 hereof, including the title and all other elements thereof (all herein referred to as the "material") entitled "\_\_\_\_\_" written or controlled by me and intended to be used by you as the basis for one or more motion pictures for theatrical, television, and/or internet exhibition, subject to the following terms and conditions.

1. I understand that because of your position in the entertainment industry, you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like; further, I understand that many such submissions heretofore or hereafter received by you are similar to ideas, formats, stories, suggestions and the like developed by you or your employees or to those otherwise available to you. Such similarity in the past may have given rise to litigation so that unless you can obtain adequate protection and assurances in advance, you will refuse to consider the submitted material. I further understand that you have adopted the policy, with respect to unsolicited submission of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially the same as this agreement.

I specifically acknowledge that you would refuse to accept, consider or otherwise review my material in the absence of my acceptance of each and all provisions of this agreement. It is understood that no confidential relationship is established by my submitting the material to you hereunder. I shall retain all rights to submit this or similar material to persons other than you.

2. It is understood and agreed that I have not previously submitted or disclosed the material to you; you have not made any prior inducements, promises or representations to me regarding the material; and you shall not be under any obligation to me whatsoever if you do not desire to use the material.

3. I have retained at least one copy of the material 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 material to me shall not terminate or affect any rights or obligations under this agreement.

4. If the material that I am submitting includes material in the public domain or owned by a third party, I understand and agree that you will have the same rights to, or rights to acquire, such material which members of the public may have. Neither my submissions to you nor anything in this release shall be deemed to limit or restrict your freedom, or obligate you to me, in such regard, nor prohibit your use, without obligation to me, of materials submitted to, acquired or created by you prior to or after my submission to you hereunder.

5. If you desire to use the material submitted by me in any media, then you shall notify me thereof and you and I shall negotiate in good faith for the execution of an express contract for the acquisition by you of any or all rights in the material which you may desire to acquire.

6. I acknowledge that your use of other material containing elements similar to or identical with those contained in my material shall not obligate you to negotiate with me nor entitle me to any compensation if you have an independent right to use such other materials. I further agree that if you determine that you have the independent right to use other material containing elements similar or identical to those contained in my material without the payment of compensation to me and you proceed to use the other material and if I disagree with your determination, I agree that any dispute between us shall be submitted to arbitration. 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 American Arbitration Association. The arbitrator shall be controlled by the terms of this agreement and any award by said arbitrator favorable to me shall be limited to the fixing of compensation which shall be an amount equal to the applicable minimum scale amount for the type of material in question as set forth in the then current applicable Writers Guild of America Basic Agreement. If there is no applicable minimum scale amount payable under the Writers Guild of America Basic Agreement for the type of material submitted, then any award favorable to me shall be limited to the fixing of an amount of compensation which shall bear reasonable relation to the compensation customarily paid by you for similar material taking into account my experience as a writer, my stature in the motion picture or television industry at the time said material was submitted, the nature of the material and any amounts received by me for other material written before the submission of said material to you. Any arbitration award will provide for you and me to bear our own costs of arbitration which costs shall include our respective 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 of the American Arbitration Association.



7. I hereby represent and warrant: (a) that the material was created solely by me and is owned solely by me and that no other person, firm or corporation has any right, title or interest therein or thereto; (b) that I have the full right and authorization to submit the material to you upon all of the terms and conditions herein stated; (c) that no persons collaborated with me in creating the material; (d) that the material is submitted by me voluntarily on an unsolicited basis and not in confidence; (e) that at this time you have non intent to compensate me in any way and I have no expectation of receiving any compensation; and (f) nothing in this agreement or the submission of the submitted material shall be deemed to place you in any different position from any other member of the public.

8. I agree to indemnify you and hold you harmless from and against any claim, loss, obligation, liability or expense including reasonable attorneys' fees that may be asserted against you or incurred by you, including but not limited to claims made by me that you have used or appropriated the submitted material (except for fraud or willful tort on your part), in connection with the material or any authorized use by you thereof.

9. This agreement constitutes our entire understanding and no other agreement, written or oral, express or implied, exists between us with respect to the material. 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 is not to 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 and their 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: \_\_\_\_\_

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



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

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

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

DESCRIPTION OF MATERIAL SUBMITTED:

A. INTENDED MEDIA: TV \_\_\_ MOTION PICTURE \_\_\_ OTHER \_\_\_\_\_

B. FORM OF MATERIAL: SCRIPT \_\_\_ SERIES FORMAT \_\_\_ OTHER \_\_\_\_\_

C. NUMBER OF PAGES : \_\_\_\_\_

D. SUMMARY OF MATERIAL:

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\_\_\_\_\_  
\_\_\_\_\_  
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AGREED TO AND ACCEPTED: \_\_\_\_\_

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