

“SUBMISSION RELEASE”

Name of Production Company: _____

Title of Screenplay: _____

Dear _____:

I am submitting to you herewith the above referenced screenplay (hereinafter referred to as the "material") pursuant to the following terms and conditions.

1. I am interested in having you evaluate my material. I know that because of your stature in the industry that you receive many screenplays, treatments, ideas, stories, formats, and suggestions for screenplays. As a consequence thereof, I understand that you cannot read, accept, and evaluate the material unless I sign and return this Submission Release.
2. I represent and warrant that I am the material's author; that I am sole owner of the right, title and interest in and to the material; that I have the authority to make this submission and to grant the rights being conveyed to you hereunder; that the material does not infringe upon a third party's copyright; that the material does not violate anyone's right of privacy nor is it defamatory. I agree to indemnify you and hold you harmless from any claims, losses, judgments, and expenses (including reasonable legal fees and costs) that are incurred by you due to my breach of the aforementioned warranties and this Submission Release.
3. I understand that you create screenplays in-house and, as such, that you may be developing a screenplay that is similar to the material that I am submitting to you. Furthermore, I am also aware that a third party may submit a screenplay to you that is comparable to mine, which you may decide to acquire and produce. You may produce said screenplay, without any obligation to me of any kind, a screenplay that though similar to the material was independently created by a third party or you.
4. I agree that any portion of the material that may be freely used by the public, because it is not protected under copyright law or is in the public domain, may be utilized by you. The material which you are free to use without any obligation to me shall be referred to as "unprotected material" henceforth. If all or any part of said material is not unprotected material because it is protected under copyright law, then it shall be referred to herein as "protected material."
5. If you use or cause to be used any of the protected material, you will pay me industry standard compensation or the fair market value of said material, whichever is greater.
6. I acknowledge that no fiduciary or confidential relationship now exists or will ever exist between us by reason of this agreement or submission of the material to you. No express or implied agreements will be exist between us as a consequence of this unsolicited submission or conversations in reference thereto.

7. This agreement shall be governed by the laws of the state of California applicable to agreements executed and to be fully performed therein.

8. In the event of any dispute concerning the material or concerning any claim of any kind or nature whatsoever, arising in connection with the material or arising in connection with this agreement, such dispute will be submitted to arbitration. We hereby waive any and all rights and benefits, which we may otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in the County of Los Angeles, State of California and shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association. The arbitrators' award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.

9. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me and that this agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.

Sincerely,

Signature

Date: _____