



## SUBMISSION RELEASE AGREEMENT

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

To Whom It May Concern::

1. I am submitting to you herewith the following described material, ideas or creative work (hereinafter referred to as "said materials(s)"): \_\_\_\_\_

2. I understand that you have adopted the policy of refusing to accept, consider, or evaluate unsolicited material unless the person submitting such material has signed an agreement in form substantially the same as this.

I specifically acknowledge that you would refuse to accept, consider or otherwise evaluate any material in the absence of my acceptance of each and all of the 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.

3. I request that you examine said material with a view to deciding whether you will undertake to produce and /or direct filmed entertainment based on said material.

4. I warrant that I am the sole owner and author of said material, and that I have the exclusive right and authority to submit the same to you upon the terms and conditions stated herein, and that all of the elements of said material are summarized herein. I agree to indemnify you against any liabilities, losses, claims, demands, costs (including reasonable attorney's fees) or expenses arising in connection with any breach or alleged breach of the foregoing.

5. I agree that nothing contained in this agreement nor the fact of my submission of said material to you shall be deemed to place you or any of your clients or any person or entity to

whom you show said material in any different position than anyone else to whom I have not submitted said material with respect to any portion of said material which does not constitute protectable literary property.

6. I recognize that you and your clients have access to and/or may create or have created literary materials and ideas which may be similar or identical to said material in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by you or any such client or may have come to you or such client from any other independent source.

7. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the submitted material. The protection for you must be sufficiently broad to protect you, your related corporations, and your and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you include each and all of the foregoing.

8. You agree that no obligation of any kind is assumed or may be implied against you by reason of your review of said material or any discussions or negotiations we may have, except pursuant to an express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

9. You agree that if you cause to be used any legally protectable portion of said material, provided it has not been obtained from, or independently created by, another source, you will pay or cause to be paid to me an amount which is comparable to the compensation normally paid for similar material or an amount equal to the fair market value thereof as of the date of this agreement, whichever is greater. If we are unable to agree to said amount, or in the event of any dispute concerning any alleged use of said material (e.g. whether you have cause to be used legally protectable portions thereof), or any other disputes arising out of or in connection with said material or with reference to this agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to binding arbitration pursuant to the rules and procedures of AFMA International Arbitration. Each party hereby waives any and all rights and benefits which he or it might 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. The arbitration shall be conducted in the County of Los Angeles, State of California, and except as herein expressly provided otherwise, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the AFMA. The arbitrators' decision shall be controlled by the terms of this agreement, and I agree that the amount of any award shall be an amount equal to the fair market value thereof, as of the date of this agreement, whichever is greater. Such decision shall provide for each party to bear his or its own costs of arbitration and attorney's fees. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the AFMA, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.

10. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the said material or by reason of any claim now or hereafter made by me that you have used or appropriated the said material, except for fraud or willful injury on your part.

11. Either party to this agreement may assign or license to any person, firm or corporation whomsoever, its or his rights hereunder, but such assignment or license shall not relieve such party of his or its obligations hereunder. The agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licensees and clients and all such heirs, successors, representatives, assigns, licenses and clients shall be deemed to be third party beneficiaries under this agreement.

12. I have retained at least one copy of said material, and I hereby release you of and from any and all liability for loss of, or damage to, the copies of said material submitted to you hereunder.

13. 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.

14. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof omitted shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purposes hereof.

Very truly yours,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_

Please send to  
Clarity Pictures  
1107 Fair Oaks Ave, Ste 155  
South Pasadena, Ca 91030