

## SCREENPLAY RELEASE AGREEMENT

Date: .....

To: .....

Following your request, I am submitting to you the following screenplay presently titled:

..... (Hereinafter the "Material")

for your consideration.

Registration/copyright #: .....

I agree and understand that:

Because of your position in the entertainment industry:

- a) you receive many ideas, formats, stories, suggestions, and other materials which you do not solicit or otherwise request;
- b) you generally do not consider, or review unsolicited material unless the person submitting the material has signed this Agreement;
- c) you would not accept, consider or review the Material if I did not sign this Agreement; and
- d) no confidential relationship is established by sending the Material to you.

I may submit the Material or Similar material to persons other than you. I have kept at least one copy (or a duplicate) of all the Material submitted to you.

You need not return the Material to me. If you choose, you may make and keep a copy (or duplicate) of the Material, but are not obligated to do so. In the course of professional evaluation and consideration you may present the Material to third parties.

You will review the Material within a reasonable of time after you receive a copy of this Agreement, which I have signed. If you decide that you wish to use the Material or any elements or aspects of the Material for any purpose, then you and I may negotiate in good faith to reach a written Agreement covering your use of the Material and any compensation or payment, if any.

I am not waiving, and this Agreement will not limit my copyright of the Material. I understand that you may use in any fashion:

- a) any matter which is made available to you by other sources, and which contains elements or aspects which are similar to protectable literary property contained in the Material; and/or

- b) any elements of aspects contained in the Material which is not original with me, new, unique, concrete, and novel and/or which is in the public domain. I will not sue you or bring any action or proceeding against you if you use such matter, and you are entitled to an injunction or other equitable remedy if such a suit, action or proceeding is brought.

You have no obligations to me (including any obligation to compensate or make payments to me, unless you expressly agree to do so), except for those expressly stated in this Agreement.

I hereby state that:

- a) the Material was created and is owned free and clear of all other interests only by me; and
- b) I have full right to submit the Material to you and to comply with this Agreement. I will fully reimburse you if you incur any losses, damages, or expenses (including lawyers' fees) because any or all of the statements made by me in this Agreement are not true.

If either you or I transfer, assign, or license any rights under this Agreement, the person making the transfer, assignment, or license will still be responsible for performing his/her/its obligation under this Agreement.

If more than one party signs this Agreement as the submitting party, then references to "I" or "me" throughout this Agreement shall apply to each such party jointly and severally.

You have made no representation oral or written of any kind to me. This Agreement states our entire agreement.

This Agreement is governed by and construed under the laws of the State of California, applicable to agreements entered into and to be fully performed therein.

Sincerely,

Signature .....

Print Name .....

Street Address: .....

Town/City: .....

State: .....

Postal/Zip Code: .....

Telephone: .....