

# Silvestri Storyworks

## SUBMISSION RELEASE FORM

In consideration of Silvestri Storyworks (“SS”) potential review of my submissions and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I am hereby submitting to SS herewith the following materials (the “Materials”) for your evaluation on the terms set forth below. :

TITLE OF MATERIALS: \_\_\_\_\_

FORM OF MATERIALS: (check appropriate line and describe)

\_\_\_ Verbal / Story Meeting / Teleconference: \_\_\_\_\_

\_\_\_ Written (indicate format): \_\_\_\_\_

\_\_\_ Other (DVD/VHS/other) \_\_\_\_\_

1. I understand that SS will be evaluating the Materials as a basis for potential involvement and/or assistance in a production relating thereto. I further understand that you have adopted the policy of refusing the submission of creative materials for evaluation unless the submitter signs an agreement defining the conditions of such a submission. I enter into this agreement (the “Agreement”) with the express understanding that you will evaluate the Materials solely and completely in reliance upon this Agreement and my covenants, warranties and releases herein. I specifically acknowledge that you would refuse to consider evaluating the Materials in the absence of my acceptance of each and every provision of this Agreement and further acknowledge that no fiduciary relationship is established by my submission of the Materials to you or your acceptance and evaluation of same. All materials submitted will be kept confidential.

2. I warrant and represent that (i) I am the sole copyright owner of the Materials and all elements thereof, (ii) the Materials do not violate any copyright, proprietary rights or other rights of any person or entity, and (iii) no third party has any rights, title or interest therein or thereto. I agree to indemnify you and hold you harmless from and against all loss, liability, damage and expense (including reasonable attorneys’ fees) arising from any and all claims, demands, actions or suits relating to my submission of the Materials to you.

3. I understand that you are not obligated and shall not become obligated to pay anything to me or any other person, firm or corporation in connection with the Materials being submitted unless we hereafter enter into a written agreement which expressly provides otherwise.

4. I understand and acknowledge that SS and your clients, associates and affiliated organizations (“Clients”) are engaged in film and video productions and that you or your Clients may now or in the future develop or otherwise be involved with projects that are similar to the Materials with respect to genre, story line, plot, elements, characters, dialog and/or other aspects. I further understand and agree that your or your Clients’ use of material containing elements similar to or identical with the Materials shall not obligate you or your Clients to me in any manner unless the Materials are re-used and infringed by identical or virtually identical copying. I hereby forever and irrevocably waive and release SS and its Clients from any and all claims, known or unknown, relating to the Materials in the nature of unfair competition, breach of contract, breach of implied contract, so-called “moral rights” or on any other legal theory whatsoever including without limitation copyright infringement except for claims of infringement based on unauthorized re-use in the form of identical or virtually identical copying of the Materials. I expressly waive any rights under the

provisions of California Civil Code Section 1542, or any similar law, which provides as follows: “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” I hereby acknowledge and agree that there are no agreements or understandings relating to the Materials except as expressly set forth in this Agreement.

5. I understand that any dispute concerning your or our Clients’ alleged unauthorized use of the Materials, or arising out of or with reference to my submission or this Agreement, its validity, construction, or performance (“Dispute”) shall be submitted to arbitration for determination as provided in Paragraph 8, below. If the arbitrators determine that you or your Clients infringed your rights in the Materials, I agree that the amount of any award to me shall not exceed the consideration normally paid by you for the use of similar material or an amount equal to the fair market value of such use as of the date of this Agreement. I expressly waive any right to seek or obtain an injunction or other equitable relief in connection with any Dispute and I covenant not to take any action inconsistent with such waiver. I have retained at least one copy of the Materials, and I hereby release you and your Client of all liability for loss, of, or damage to, the copy or copies of said Materials provided to you.

6. This Agreement shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees, and SS’s Clients are a third-party beneficiary of this Agreement. I hereby state that I have read and understand this Agreement, 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. Should any provision or part of any provision of this Agreement be found to be void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects the parties’ intent as expressed herein. As so modified, this Agreement shall remain in full force and effect, This Agreement shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions.

7. If more than one party signs this Agreement as submitter, the reference to “I” or “me” shall apply to each such party, jointly and severally. All reference to “you” or “SS” herein shall refer to Silvestri Storyworks, its subsidiary and affiliated companies and their respective employees, directors, shareholders, successors, assigns, agents and representatives, and any and all heirs, successors, representatives, licensees, and assigns.

8. Arbitration: In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the parties agree to attempt to resolve the matter themselves in an amicable manner. Failing such resolution, any dispute under this Agreement shall be resolved by final and binding arbitration in accordance with the rules of JAMS. Any award or order made in any such arbitration may be entered in a court of competent jurisdiction. Any dispute, and the resolution thereof in any manner, shall be and remain confidential. The prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys’ fees and costs of sustaining its position. The arbitration shall be conducted in the County of Los Angeles, State of California. If either party shall fail to appear at the hearing on the date designated, or shall otherwise fail to participate in the arbitration proceedings, then the arbitrators or arbitrator, as the case may be, are empowered to proceed ex pane. Notwithstanding Paragraph 5, the

arbitrators may award the prevailing party its costs and expenses, including attorneys' fees, associated with this Arbitration.

Very truly yours, Accepted and Agreed:

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

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

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

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