

**SUBMISSION RELEASE AGREEMENT**

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

ForSight Films, LLC  
Los Angeles, California

1. I, the undersigned, \_\_\_\_\_ (hereinafter referred to as "I" or "me") am herewith submitting to ForSight Films (which includes any person acting as an employee, agent, licensee or assign of, or otherwise on behalf of, ForSight Films) the following described material, ideas or creative work (hereinafter referred to as "said material(s)"):

Name of Project: \_\_\_\_\_

Format (Screenplay, etc): \_\_\_\_\_ Pages: \_\_\_\_\_

Written/Created By: \_\_\_\_\_

Owner (if different from writer/creator): \_\_\_\_\_

2. I understand that ForSight Films has 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.

3. I specifically acknowledge that ForSight Films 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 ForSight Films hereunder. I shall retain all rights to submit this or similar material to persons or entities.

4. I request that ForSight Films examine said material with a view to deciding whether ForSight Films will undertake to purchase and/or produce said material, and ForSight Films hereby agrees to so examine it.

5. I warrant that I am the sole owner and author of said material, that I have the exclusive rights and authority to submit the same to ForSight Films upon the terms and conditions stated herein, and that all of the elements of said material are summarized herein. I agree to defend and indemnify ForSight Films 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.

6. I agree that nothing contained in this agreement, nor the fact of my submission of said material to ForSight Films, shall be deemed to place ForSight Films, or any of ForSight Films' clients, or any person or entity to whom ForSight Films shows said material, in any different position than anyone else to whom I have not submitted same material with respect to any portion of said material which does not constitute protectable literary property.

7. I recognize that ForSight Films and ForSight Films' 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 ForSight Films, or any such client, or may have come to ForSight Films or such client from any other independent source.

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

9. No statement of fact, promise, representation, opinion, affirmation, or other indication has been made, or may be implied by virtue of this agreement, that ForSight Films will purchase and/or produce said material. I also agree that no obligation of any kind is assumed or may be implied against ForSight Films by reason of ForSight Films' acceptance and/or review of the said material, or any discussions or negotiations we may have, except pursuant to an express written agreement hereafter executed by ForSight Films and me which, by its terms, will be the only contract between us.

10. ForSight Films agrees that if ForSight Films causes to be used any legally protectable portion of said material, provided it has not been obtained from, or independently created by, another source, ForSight Films 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.

11. Arbitration of Claims. 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 the State 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. 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 ForSight Films has caused to be used legally protectable portions thereof), or any other dispute 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 resolved by first utilizing methods of alternative dispute resolution. Specifically, ForSight Films and I agree that we will first submit any dispute to non-binding mediation which shall be held at the Judicial Arbitration and Mediation Services in Los Angeles, California, or some other comparable Mediation Service. If the parties hereto are unable to resolve their dispute by mediation then ForSight Films and I shall be required to submit the dispute to binding arbitration. Either party (either ForSight Films or I) may commence arbitration proceedings by giving the other party written notice thereof and in such notice designating one arbitrator. Within twenty (20) days after receipt of such notice, the other party shall designate in writing another arbitrator. If the other party shall fail or refuse, for whatever reason, to select a second arbitrator within twenty (20) days, as aforesaid, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy. If two arbitrators are designated then they shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within ten (10) days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association. Each of the arbitrators shall be a person experienced and knowledgeable in the entertainment industry. Both ForSight Films and I shall have the right to conduct discovery for a period of ninety (90) days, in relation to the arbitration, and within 10 days thereafter, to submit an arbitration brief to the arbitrator(s). Once discovery is completed and the parties have submitted their arbitration briefs, the arbitrators shall promptly determine the controversy by majority vote and such determination shall be final and each of the parties shall be bound thereby. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, 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. I agree that the amount of any award shall be 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. Such decision shall

provide for each party to bear his or its own costs of arbitration and attorney's fees. 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 American Arbitration Association. To the extent that any portion of this paragraph conflicts with any rule of the American Arbitration Association, this paragraph will be deemed controlling.

12. Except as otherwise provided in this agreement, I hereby release ForSight Films 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 ForSight Films has used or appropriated said material, except for fraud or willful injury on ForSight Films' part.

13. 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. This 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, licensees and clients shall be deemed to be third party beneficiaries under this agreement.

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

15. I hereby state that this agreement contains all of the covenants and agreements between the parties, that no oral representations of any kind have been made to me, and that each party to this agreement acknowledges that no representations, inducements, promises or other agreements have been made by, or on behalf of, any party except those covenants and agreements embodied in this agreement. No agreement, statement, or promise not contained in this agreement shall be valid or binding.

16. I have read and understand this agreement, which states our entire understanding with reference to this 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. Additionally, this agreement supersedes any and all other agreements, either oral or in writing, that may exist between the parties and pre-date this agreement.

17. 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.

AGREED TO AND ACCEPTED:  
FORSIGHT FILMS

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code