

Actors and Artists Agency
P.O. Box 8111
Lancaster, Ca. 93539

Date / /2016

SUBMISSION RELEASE

Dear Sir/Madam:

You have indicated that you wish to submit to Actors and Artists Agency LLC (AAA), certain concepts, ideas, proposals, marketing or promotional plans, program formats, stories, suggestions, treatments, literary material, videos, musical compositions or other material (the "Material"). It is our policy to require the acceptance and signing of this Submission Release (referred to herein as this "Release" or this "Agreement") before considering any unsolicited Material. Please read this Release carefully and return a signed copy along with the Material. The Material should be summarized on the attached Schedule A and submitted with this Agreement.

The following shall constitute our agreement with respect to the Material:

1. You understand and acknowledge that AAA itself develops and also receives numerous submissions from third parties of materials for content for television, online, scripts, books, wireless, broadband, home video, theatrical and other platforms and that such materials may be similar or identical to the Material. If the Material constitutes Unprotected Material (as defined in Paragraph 4 below), AAA shall have the right to use such Unprotected Material without any obligation to you whatsoever. You further understand and acknowledge that AAA would refuse to accept, consider, or otherwise evaluate the Material in the absence of your acceptance of each and every provision of this Agreement. In consideration of your agreement to the terms and conditions set forth below and your execution of this Release, AAA agrees to cause an appropriate employee having the duty of evaluating material of the type now being submitted by you to review the Material.
2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary or implied contractual or confidential relationship between you and AAA, and that AAA has not agreed and is not expected to keep the Material in confidence. You requested this opportunity to submit the Material to AAA and you make this submission voluntarily and on an unsolicited basis, and you have not previously submitted or disclosed the Material to Company. You acknowledge that this Release covers and governs any and all of the Material, whether first submitted to AAA contemporaneously with, or prior to, or following, the execution of this Release, and applies also to any submission of the Material made to AAA by another source, directly or indirectly, by or through you.
3. You declare that all of the features of the Material that you believe or deem to be important, valuable or original, and a description the particular item(s) being submitted by you (*e.g.*, script, outline, drawings, photographs, taped materials, etc.) are summarized on Schedule A annexed to this Agreement, and that you have not disclosed and will not disclose any other features that you deem to be important or valuable. For the avoidance of doubt, your listing of a feature does not constitute an acknowledgement, admission or agreement that such feature constitutes Protected Material (as defined below).
4. You acknowledge and agree that AAA may use, without any obligation whatsoever to you and without any payment to you, any part of the Material that: (a) is not protected under the copyright laws of the United States, 17 U.S.C. §101 et seq.; and/or (b) is similar to and/or identical to materials under consideration or in

development by AAA at the time of your submission or following your submission; and/or (c) is similar and/or identical to any other material independently created at any time by AAA personnel or any third party (collectively, the "Unprotected Material"). If all or part of the Material does not fall in the definition of Unprotected Material, then such Material (if any) is hereinafter referred to as "Protected Material." AAA will not make any use of Protected Material (if any) unless you and AAA have agreed in a writing signed by both parties concerning your compensation for such use. The parties agree that such compensation shall in no event be greater than the compensation normally paid by AAA for similar material from comparable sources. You acknowledge and agree that AAA shall not be obligated to enter into an agreement with you or compensate you except with respect to AAA's use (if ever) of any Protected Material. Neither AAA's acceptance of the Material for review nor any statements made by AAA regarding the Material shall be construed as an admission that AAA regards the Material, or any part thereof, to be Protected Material.

5. You warrant that: (a) you are the sole and exclusive creator, author and owner of the Material, and the Material does not infringe upon or violate any intellectual property rights or other rights of any third party, (b) no one else has any right to the Material; (c) no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way; and (d) there are no liens, claims, encumbrances, pending or threatened actions, suits, or other claims concerning the Material.

7. You have retained a copy of this Release and of the Material, and you release AAA from liability for loss or damage to the Material. You also acknowledge and agree that AAA is not obligated to return the Material to you. AAA's review of the Material constitutes AAA's acceptance of the terms and conditions set forth herein, and AAA shall have relied upon your agreement herein in considering the Material for review.

8. By agreeing to submit the Material, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you hereby acknowledge that you have read and understand, and hereby expressly waive, the benefits of Section 1542 of the Civil Code of California (or any other similar statute), which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

Notwithstanding such provisions, this Release shall constitute a full release in accordance with its terms. You knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Release.

9. Any controversy arising out of or in connection with this Agreement and/or the Material including without limitation any claim that AAA has used any of the Protected Material in violation of the terms hereof, shall be governed by the laws of the State of California. For the resolution of such matters, the parties consent to the jurisdiction of the state and federal courts located in the City of Los Angeles. In the event of such controversy, you agree that you shall assert such claim(s) not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of such claim(s). You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law which in no event shall exceed the lesser of: (i) the fair market value of the Material as of the date of this Release; or (ii) Five Hundred Dollars (\$500). Without limiting the foregoing, you expressly agree that you shall not seek any injunctive or equitable relief or to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of AAA's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

10. You are executing this Release voluntarily and do so with complete understanding of all of its terms and effects, and every portion thereof. You acknowledge that you have had an opportunity to review this Release with the attorney of your choice (and if you received this Release during a face-to-face meeting, that you can

elect to reschedule such meeting for a time after you have had the opportunity to have the Release so reviewed). By signing this Release, you acknowledge that you have either consulted an attorney or have waived your right to do so. This Agreement shall apply to any other materials which you may submit to Company unless the parties agree to the contrary in writing signed by both parties.

11. This Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Release must be in writing, signed by both of parties. If any provision or part of this Agreement is held to be void or unenforceable, then such provision or part shall be omitted and replaced with an enforceable provision that most closely reflects the parties' intent as expressed herein, and the remaining provisions of the Agreement shall continue to be in full force and effect along with such modified provision or part. As used in this Release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives, heirs, licensees, successors, assigns, employees, designees, officers, directors and agents of the undersigned. As used in this Release, the terms "AAA" and "we" includes and inures to the benefit of Actors and Artists Agency LLC., and their respective successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

Sincerely,

Actors and Artists Agency LLC.

By:

ACCEPTED AND AGREED TO:

By: _____

Print Name: _____

Address: _____

Date: _____

If you are under eighteen years of age, your parent or guardian must sign below:

I represent that I am a parent/guardian of the minor who has signed the above Agreement and I agree that I and the minor will be bound by its terms.

Parent/Guardian: _____
(signature)

Print Name: _____

SCHEDULE A

SUBMISSION DESCRIPTION

TITLE:

NAME OF SUBMITTER:

FORM OF MATERIAL:

Synopsis

Script

DVD/VIDEO

Treatment

Other:

BRIEF SUMMARY OF CONTENT:

COPYRIGHT INFORMATION (IF APPLICABLE): Onfile.