

**INSTRUCTIONS FOR COMPLETING ATTACHED
RELEASE AND AGREEMENT:**

**WE WILL CONSIDER MATERIAL ONLY IF
ATTACHED IS FULLY COMPLETED.**

READ the release and agreement carefully.

Insert date and title of material at top of the document where indicated.

IF YOU AGREE to the terms of the attached, be sure to sign your name at the bottom of the agreement and fill in the other blanks for address and telephone number.

If you have any COLLABORATOR or COLLABORATORS, have them similarly add their names, addresses and telephone numbers in the margin.

In the portion marked DESCRIPTION OF MATERIAL SUBMITTED, fill in the appropriate information. State the main theme or purpose. Then list and describe all principal characters, if any. Then outline briefly all elements of the material you believe to be new, novel and original with you.

Note any form of protective registration you have taken on the material, e.g., copyright registration, Writers Guild, registration per mail, etc., together with dates and registration numbers.

RELEASE AND AGREEMENT – SUBMISSION OF MATERIALS

A Wink and a Nod Productions
843 Twelfth Street No. 4
Santa Monica, CA 90403

Date: _____

Title of Material
Submitted: _____

Gentlepersons:

I am today voluntarily submitting to you on an unsolicited basis the material which I have described on the last page of this agreement, and I request you to read and evaluate the material, subject to the following terms and conditions:

1. I understand that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like. I further recognize the possibility that the material may be identical with or similar to material which has or may come to you from other sources or independently developed by you or your employees. I agree that I will not be entitled to any compensation because of your use of any such similar or identical material which may have been independently created by you or may have come to you from your employees or any other independent source. I understand that you have adopted the policy, with respect to unsolicited submission of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in a form which is substantially similar to this agreement. I specifically acknowledge that you would refuse to accept, consider or otherwise review my material in the absence of my acceptance of each and all of the provisions of this agreement.

2. I understand and agree you do not undertake to consider the material in confidence and no confidential or fiduciary relationship is established by my submission of the material to you. I have not previously submitted or disclosed the material to you, and you have not made any prior inducements, promises or representations to me regarding the material. You shall not be under any obligation whatsoever if you do not desire to use the material, and I will not assume or infer from the fact that you have accepted my offer to submit the material that you will regard my material, or any part thereof, as novel, valuable or usable.

3. I have retained a copy of the material, and I agree that you shall neither have any obligation to return to me the copy submitted to you nor any obligation for any loss or damage thereto.

4. In consideration of my execution of this agreement and of the submission made concurrently herewith, you agree within a reasonable time after the date hereof to cause the material to be reviewed by your employee(s) charged with that responsibility. I agree that you have no obligations to me except as set forth in this agreement, and that no other obligations exist or shall exist or shall be deemed to exist.

5. If the material which I am submitting to you today includes material which is in the public domain or owned by a third party, I understand and agree that you will have the same rights to, or right to acquire, such material as members of the public may have. Neither my

submission to you nor anything in this release shall be deemed to limit or restrict your freedom, or obligate you to me, in such regard, nor prohibit your use, without obligation to me, of materials submitted to, acquired, or created by you prior to my submission to you under this agreement.

6. If any material or any element of the material submitted by me is not original with me, is not new, unique, concrete, or novel, is in the public domain, is not protectible as literary property under the laws of plagiarism or otherwise does not constitute protectible literary property, and/or is material which a third party would be free to use if the material had not been submitted to him or had not been the subject of any agreement with him, then, as between you and me, I agree that you have the right to use such elements without any obligation to me whatsoever.

7. If you desire to use the material submitted by me in any media, the you shall notify me thereof and you and I shall negotiate in good faith for the execution of an express contract for the option an/or acquisition by you of any or all rights in the material which you may desire to acquire.

8. I hereby represent and warrant that: (a) the material was created and is solely owned by me and that no other person, firm or corporation has any right, title or interest therein or thereto; (b) I have the full right and authorization to submit the material to you upon all of the terms and conditions herein stated; (c) no persons except those also signing below have collaborated with me in creating the material; (d) the material does not and will not constitute a libel or slander against any person, firm or corporation, and is not and will not be based in whole or in part on the life of any real person except as approved in writing in advance by you; and (e) the material does not and will not infringe upon the copyright, or otherwise violate any right of any person, firm or corporation. I also agree to inform you in writing with respect to any of the material submitted today which contains legally protected material (*e.g.*, material which is novel, original, and/or protected by copyright) to which I do not own the rights, or material which I know or should know in the exercise of reasonable diligence to be legally protected material to which I do not own the right. I agree to indemnify you and hold you and harmless from and against any and all claims, liabilities, damages, and costs (including reasonable attorneys' fees and court costs) arising out of or in connection with any breach or alleged breach of the foregoing covenants, representations and warranties, and/or unauthorized use of material owned by third parties.

9. This writing constitutes our entire understanding with respect to the submitted material. The invalidity of any provision hereof shall not affect the remaining provisions, and any invalid, unenforceable or void provision shall be modified to the minimum extent necessary to become valid and enforceable. Any references to "you" or "your" shall be deemed also to refer to your parent, subsidiary and affiliated entities, corporations, companies under common ownership or control with you, and your and their directors, officers, agents, employees, lessees, licensees, successors and assigns. This agreement shall be construed and enforced in accordance with the law of the State of California applicable to agreements made and to be performed wholly within the State of California regardless of where performance of this agreement may occur.

10. If there is any dispute arising out of this agreement, including the substance, validity, operation or breach hereof (including, without limitation, if you should determine that you have the independent right to use material containing features or elements similar or identical to those in the material submitted today without entering into a written agreement for compensation to me, and if you proceed to use the material and I disagree with your determination thereof), the dispute between us shall be submitted to arbitration in Los Angeles, California before an arbitrator mutually selected by us who is experienced in the field of the entertainment industry with respect to the use of material similar to the submitted material or, if we cannot mutually agree, then such arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this agreement, and any award favorable to me shall be limited to the fixing of compensation for your use of the submitted material, which shall bear a reasonable relation to compensation for your use of the similar material and shall be measured by the monies normally paid by you for similar material or elements and/or fair market value as of the date of this agreement. Such award will provide for you and me to bear our own respective costs of arbitration and attorneys' fees, provided that if the arbitrator determines that your use of the similar material does not infringe on my rights, I agree to be responsible for you attorneys' fees and arbitration costs. 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 fail to participate in the arbitration proceeding, the arbitrator is empowered to proceed in that party's absence. You and I hereby waive any and all rights, remedies (whether for damages or for injunctive or other relief) and benefits which either of us might otherwise have or be entitled to under the laws of the State of California to litigate in court any dispute, it being our mutual intention to arbitrate all disputes in accordance with the provisions of this agreement.

Your signature together with mine below shall constitute this a binding agreement.

I HAVE READ AND UNDERSTOOD THE FOREGOING AND AGREE THERETO.

Very truly yours,

Signature: _____

Print Name: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____

AGREED:

A Wink and a Nod Productions

By: _____

