

Submission of Material and Release Agreement

Date: _____

To: **Pacific Screenwriting Program**

To Whom It May Concern:

I desire to submit to you for your consideration material (herein called "**Submitted Material**") written or controlled by me. The submitted material is as follows:

I recognize the possibility that the Submitted Material may be identical with or similar to the material that has or may come to you from other sources. Since other production companies have been subjected to litigation due to such similarities, I acknowledge that unless you can obtain adequate protection in advance, you will refuse to consider the Submitted Material. The protection for you must be sufficiently broad to protect you, your related corporations, and your and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to "you" includes each and all the forgoing. All references to "I", "me" and "my" herein includes me, my related corporations, and my and their employees, agents, licensees and assigns.

As an inducement to you to examine the Submitted Material, and in consideration of your so doing, I represent, warrant and agree as follows:

1. I acknowledge that the Submitted Material is submitted by me voluntarily, on an unsolicited basis, and not in confidence, and that no contract, obligation or confidential relationship is intended or created between us by reason of the submission of the Submitted Material. Nothing in this agreement, nor the submission of the Submitted Material, shall be deemed to place you in any different position from any other member of the public in respect to the Submitted Material. Accordingly, any part of the Submitted Material that could be freely used by any member of the public may be used by you without liability to me.
2. You agree that you shall not use the Submitted Material unless you shall first negotiate with me and agree upon compensation to be paid to me for such use, but I understand and agree that your use of material containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine, in your sole and absolute discretion, that you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be or heretofore independently created and submitted by other persons, including your employees).
3. I represent and warrant that I own the Submitted Material free of all claims or encumbrances and have the exclusive right to offer all rights in the Submitted Material to you. I acknowledge that all the important features of the Submitted Material have been disclosed to you and that no other features have been disclosed to you. I warrant that the Submitted Material is novel and original with me and does not constitute defamation against, and does not violate any rights of, any person.
4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the Submitted Material or any discussions or negotiations we may have with respect thereto, except

pursuant to any express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

5. I have retained a copy of the project idea submitted to you and I assume full responsibility for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise. I hereby acknowledge that, if the project idea not be selected for development or production, the project idea and any related materials submitted by me will be destroyed.

6. I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Submitted Material, except for fraud or willful injury on your part.

7. I hereby state that I have read and understand this agreement, that no oral representations of any kind have been made to me, that there are no prior or contemporaneous oral agreements in effect between us pertaining to the project idea, and that this agreement states our entire understanding. This agreement may be modified only subsequent written agreement signed both by you and me. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.

8. This agreement will be interpreted in accordance with the laws of British Columbia. Any controversy relating to your alleged use of material in my project idea shall be determined by arbitration under the *Commercial Arbitration Act* (British Columbia). Such arbitration will be conducted by a single person experienced in the film or television field and mutually selected by us. I agree that any demand for arbitration by me must be submitted within the earlier of (i) ninety days after I acquire knowledge of facts sufficient to put me on notice of any such claim, or (ii) ninety days after the date of your first public exhibition of any audio visual work allegedly based on my project idea. Any decision resulting from such arbitration shall be final and binding and may be enforced in the courts of British Columbia.

9. You may freely assign your rights under this agreement.

10. I further submit that I am of legal age, being over nineteen (19) years of age, and my signature upon this contract and release is thereby binding and legal on me and the below-named production company (if applicable).

Yours truly,

Signature: _____

Print Name: _____

Address: _____

Telephone: _____