



SUBMISSION RELEASE

Date: _____

Law Dog Productions, LLC
20810 Ottawa Rd
Apple Valley, CA 92308

I, _____, am submitting to you herewith the following material ("Material"):

TITLE: _____

FORM OF MATERIAL (e.g., screenplay, treatment, novel, short story, play, formatted for film and television)

NAMES OF PRINCIPAL CHARACTERS: _____

BRIEF SUMMARY OF THEME OR PLOT:

WGA REGISTRATION # (If applicable): _____

NUMBER OF PAGES: _____

This Material is submitted on the following terms and conditions:

I acknowledge that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, format, stories, suggestions and the like and that many such submissions heretofore or hereafter received by you are similar to those developed by you or your employees or otherwise available to you. I understand that I will not be entitled to any compensation because of the use by you of any such similar material. I further understand that you would refuse to accept or otherwise evaluate the accompanying Material in the absence of my acceptance of each and all of the provisions of this agreement.

I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this agreement or by reason of my submission to you of my Material. On the other hand, I shall retain all rights to submit this or similar material to persons other than you.

I request that you read and evaluate the accompanying Material; however, you shall have no obligation to do so nor to inform me of your evaluation, if any.

I represent and warrant that I am the author of said Material; that I am the present and sole owner of all right, title and interest in and to said Material; that I have the exclusive, unconditional right and authority to submit and/or convey said Material to you upon the terms and conditions set forth herein; that no third party is entitled to any payment or other consideration as a condition of the exploitation of said Material; and that all of the important features of said Material are summarized herein. I will indemnify you from and against any and all claims, expenses, losses or liabilities (including, without limitation, reasonable attorneys' fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with said Material, or any use thereof, including without limitation those arising from any breach or alleged breach of the warranties and promises given by me herein.

You may use without any obligation whatsoever to me and without any payment to me, any of said Material which is not concrete, or which is not protectable as literary property under the laws of plagiarism, or which a third person 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, or which is in the public domain. Any of said Material which, in accordance with the preceding sentence, you are entitled to use without obligation to me is hereinafter referred to as "unprotected material". If all or any part of said Material does not fall in the category of unprotected material and if it has not been independently created by or come from you or any client of yours or an independent source, such part, if any, is hereinafter referred to as "protected material".

You agree that if you use or cause to be used any protected material provided it has not been obtained from, or independently created by, another source, you 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.

I agree to give you written notice by registered mail at your address as set forth in the address portion of this letter, of any claim arising in connection with said Material or arising in connection with this agreement within 10 calendar days after I acquire knowledge of such claim, or of your breach of failure to perform the provisions of this agreement, or if it be sooner, within 30 calendar days after I acquire knowledge of facts sufficient to put me on notice of any such claim, or of your breach or failure to perform. My failure to so give you written notice will be deemed an irrevocable waiver of any rights I might otherwise have with respect to such claim, breach or failure to perform. You shall have 10 calendar days after receipt of said notice to attempt to cure any alleged breach or failure to perform prior to the time that I may further assert any claim or cause of action as provided hereinafter.

In the event of any dispute concerning said material or concerning any claim of any kind or nature whatsoever, arising in connection with said Material or arising in connection with this agreement, such dispute will be submitted to arbitration. Each of us hereby waives any and all rights and benefits which he, she or it may otherwise have or be entitled to under the laws of the state of **California** to litigate any such dispute in a court of law, it being our intention to arbitrate, according to the provisions hereof, all such disputes. Either of us may commence arbitration proceedings by giving the other written notice thereof by registered mail and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in the county of **San Bernardino**, in the state of **California** and in accordance with the then prevailing rules of the American Arbitration Association. The arbitrators' award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.

I have retained at least one copy of said Material, and I release you from any and all liability for loss or other damage to the copies of said Material submitted to you hereunder.

Either of us may assign or license his, her, its or their rights hereunder, but such assignment or license shall not relieve either of us of our obligations hereunder. This agreement shall inure to our benefit and to the benefit of our heirs, successors, representatives, assigns and licensees, and any such heir, successor, representative, assign or licensee shall be deemed a third party beneficiary under this agreement.

I hereby acknowledge and agree that there are no prior or contemporaneous oral agreements in effect between you and me pertaining to said Material, or pertaining to any material (including, but not limited to, agreements pertaining to the submission by me of any ideas, formats, plots, characters, or the like). I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has

been prepared and entered into by both you and me, and then your and my rights and obligations shall be only such as are expressed in said formal written agreement.

Should any provision or part of any provision of this agreement 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 stated herein.

This letter agreement shall be governed by the laws of the state of **California** applicable to agreements executed and to be fully performed therein. I hereby state that I have read and understand this agreement and 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. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.

ACCEPTED AND AGREED TO:

Sincerely yours,

Law Dog Productions, LLC

By:
Tino Luciano
Producer

Signature

Print Name

Address

City, State Zip

Contact phone number