

Darby Pop Publishing, Inc.

To Whom It May Concern:

## **SUBMISSION RELEASE**

I am hereby submitting to Darby Pop Publishing, Inc. the following material ("material"):

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**TITLE OF MATERIAL**

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**FORM OF MATERIAL (Screenplay, Comic Book Script, Treatment, Novel, Etc.)**

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**WGA OR US COPYRIGHT REGISTRATION NUMBER**

Material is submitted on the following conditions:

- 1.** I acknowledge that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like and that many such submissions received by you are similar to or identical to those developed by you or your employees or otherwise available to you. I agree that I will not be entitled to any compensation because of the use by you of any such similar or identical material.
- 2.** I further understand that you would refuse to accept and evaluate said material in the absence of my acceptance of each and all of the provisions of this agreement. I shall retain all rights to submit this or similar material to persons other than you. 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 said material.
- 3.** I request that you read and evaluate said material with a view to deciding whether you will undertake to acquire it.
- 4.** I represent and warrant that I am the author of said material, having acquired material as the employer-for-hire of all writers thereof; 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.
- 5.** I agree to 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 of the warranties and promises given by me herein.

**6.** You may use without any obligation or payment to me any of said material 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 it is hereinafter referred to as “protected material.”

**7.** 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 customarily paid for similar material.

**8.** I agree to give you written notice by registered mail of any claim arising in connection with said material or arising in connection with this agreement, within 60 calendar days after I acquire knowledge of such claim, or of your breach or failure to perform the provisions of this agreement, or if it be sooner, within 60 calendar days after I acquire knowledge of facts sufficient to put me on notice of any such claim, or 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 60 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 file a Demand for Arbitration.

**9.** In the event of any dispute concerning said material or concerning any claim of any kind or nature arising in connection with said material or arising in connection with this agreement, such dispute will be submitted to binding arbitration. Each party hereby waives any and all rights and benefits which he or it may 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 all such disputes. Either party may commence arbitration proceedings by giving the other party 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 Los Angeles, State of California, and shall be governed by and subject to the laws of the State of California and 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.

**10.** 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.

**11.** Either party to this agreement may assign or license its or their rights hereunder, but such assignment or license shall not relieve such party of its or their obligations hereunder. This agreement shall inure to the benefit of the parties hereto and their 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.

**12.** 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.

**13.** I understand that whenever the word “you” or “your” is used above, it refers to (1) you, (2) any company affiliated with you by way of common stock ownership or otherwise, (3) your subsidiaries, (4) subsidiaries of such affiliated companies, (5) any firm, person or corporation to whom you are leasing production facilities, (6) clients of any subsidiary or affiliated company of yours, and (7) the officers, agents, servants, employees, stockholders, clients, successors and assigns of you, and of all such person, corporations referred to in (1) through (6) hereof. If said material is submitted by more than one person, the word “I” shall be deemed changed to “we,” and this agreement will be binding jointly and severally upon all the persons so submitting said material.

**14.** 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.

**15.** This agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein.

**16.** I have read and understand this agreement and no oral representations of any kind have been made to me and 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.

Sincerely,

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**SIGNATURE**

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**PRINT NAME**

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**STREET ADDRESS**

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**CITY/STATE/COUNTRY/ZIP CODE**

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**TELEPHONE NUMBER**

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**EMAIL ADDRESS**

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**DATE**