



Release for script submissions

To Whom It May Concern:

I am submitting to Fulwell 73 Ltd, (hereinafter "you" or "your") the following written material(s):

Title: _____

This material(s), consisting of motion picture or television script(s) (or portions thereof), ideas, logline(s), stories, formats, suggestions, synopses and the like (collectively, the "Material") is being submitted for consideration in connection with the possible development and production of a motion picture, television project or other audio visual work based on the Material.

I hereby acknowledge and agree that such potential consideration and your analysis are good and valuable consideration for me to enter into this submission release agreement ("Agreement").

In consideration of the foregoing, I hereby irrevocably warrant, represent and acknowledge the following:

1. The Material is submitted by me voluntarily and not in confidence, and no confidential or fiduciary relationship between you and me exists or is being created by this Agreement or by my submission of the Material.
2. I am at least eighteen (18) years of age, the Material is completely original with me (or to a minor extent in the public domain), I am the sole owner and author of the Material, and have the exclusive right and authority to submit the Material to you upon the terms and conditions set forth herein, and none of the rights granted herein will libel or defame any third party or otherwise violate the rights of any third party, whether under copyright or otherwise.
3. No obligation of any kind is assumed or may be implied against you by reason of your inclusion of the Material in the Service.
4. Nothing contained in this Agreement nor the fact of my submission of the Material to you shall place you or any of the subscribers to the Service or any other person or entity to whom you show the Material in any different position than anyone else to whom I have not submitted the Material.
5. You have access to, may create or have created literary materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. I will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created or may have come to you from any independent source, other than with respect to any protectable literary property ("Protectable Material") contained therein. Protectable Material means any Material which is protected as literary property under copyright law. You may use without obligation to me any Materials which are not Protectable Material or which you would be free to use if the Material had not been submitted to you by me, or which is in the public domain, or which was independently conceived by another person or entity prior to or after this submission.

6. Except as otherwise provided in this Agreement, I hereby release you, from any and all claims, demands, and liabilities that may arise in relation to the Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Material or any portion thereof. If you use any Protectable Material from the Material, provided it has not been obtained from, or independently created by, another source, and if the foregoing release is held invalid or inapplicable by any court of competent jurisdiction, I agree that your liability shall be limited to an amount which is comparable to the fair market value thereof as of the date of this Agreement. If we are unable to agree to said amount, or in the event of any dispute concerning any alleged use of said Material (e.g., whether you have caused the Protectable Material to be used), or any other dispute arising out of or in connection with the Protectable Material or with reference to this Agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to arbitration in the city of London, in accordance with the rules and regulations of the International Council for Commercial Arbitration then in effect, provided that said arbitration shall be heard before a single arbitrator, selected pursuant to said rules and regulations. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of England to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes. Said arbitrator shall be well acquainted with the entertainment business in London, England. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding, and shall provide for each party to bear his or its own costs of arbitration and attorneys' fees. I agree that the amount of any award shall be an amount which is comparable to the fair market value thereof as of the date of this Agreement. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the International Council for Commercial Arbitration, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrator is empowered to proceed ex parte. In the event of any dispute concerning the Material or this Agreement, my sole remedy shall be to seek damages and in no event shall I be entitled to seek injunctive or other equitable relief or undertake any legal efforts or restrict your right to use the Material.

7. I acknowledge and agree that you may retain the original of the Material submitted hereunder and that I have retained at least one copy of the Material. As such, I hereby release you from any liability for loss or damage to the Material or copies thereof. I understand that should you return the Material to me, such action shall not terminate or affect any rights or obligations under this Agreement. In addition to making the representations and warranties set forth above, I also acknowledge my understanding of this agreement to the following:

A. It is my sole responsibility to protect the Material, including filing or registration the Material with The Writers Guild of America or similar organisation. You strongly recommend that I register the Material with one or both of the aforementioned parties.

B. I will defend and indemnify you against any liabilities, losses, claims, demands, costs or expenses (including, without limitation, attorneys' fees and court costs) incurred at any time in connection with the Material or in connection with any breach or alleged breach by me of any of the representations, warranties or agreements contained herein.

8. You and your assignees may assign your rights under this Agreement, in whole or in part, in any manner and to any person, corporation or entity that you shall determine.

9. The word "you" and "your" in this Agreement refers to Fulwell 73 Ltd, its subscribers and any parent or subsidiary company, any company affiliated with it or them by common stock ownership or otherwise, its and their subsidiaries, subsidiaries of such affiliates, any person, corporation, or entity to which it or they may have an affiliation for development and/or production of motion pictures based on the Material, and the officers, agents, attorneys, servants, employees, directors, stockholders, licensees, successors and assigns of it and all such persons, corporations and entities referred to in this paragraph. If the Material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons.

10. Any provision or part of any provision which is void or unenforceable 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.

11. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of England applicable to agreements executed and to be wholly performed therein, any action shall be brought in such state and I hereby submit to the personal jurisdiction of the courts thereof.

12. 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 Material; and that this Agreement states our entire understanding.

Name: _____

Signature: _____

Date: _____