



SUBMISSION RELEASE FORM

Dear Sir/Madam:

- ii. You have indicated that you wish to submit to Peter Rodgers Organization, ("PRO") certain ideas, proposals, marketing or promotional plans, program formats, treatments or other material (the "Material"). By signing this letter in the space indicated below and returning it to us, you confirm that you have read the enclosed PRO policy concerning the acceptance of the Material, for review, and also accept the items of this letter agreement (referred to herein as the "Release" or the "Agreement"). The Material is submitted with this agreement.
- iii. The following shall constitute our agreement with respect to the Material:
- iv. In consideration of your agreement to the terms and conditions set forth below, PRO shall have the right to cause its appropriate employee(s) having the duty of evaluating material of the type now being submitted by you to review your Material.
- v. You acknowledge that there does not now exist, nor will there exist, a fiduciary relationship between you and PRO. You requested this opportunity to submit your Material to PRO and you make this submission voluntarily and on an unsolicited basis. You and PRO have not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by, or may be implied against, PRO unless and until a formal written contract has been entered into between you and PRO, and then the obligations shall be only as is expressed in the formal written contract.
- vi. You acknowledge that this Release covers and governs any and all of the Material, whether first submitted to PRO contemporaneously with, or prior to, or following, the execution of the Release, and applies also to any submission of the Material made to PRO by another source, directly or indirectly, by or through you.

- vii. You warrant that you are the sole and exclusive creator/ author/ and owner of the Material, and that to your knowledge no one else has any right to the Material.
- viii. However, you cannot and will not assume or infer from the fact that PRO will accept your offer to submit your Material to PRO, that PRO regards your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including PRO employees may have submitted to PRO or to others or made public, or may hereafter originate and submit or make public, similar or identical material which PRO shall have the right to use, and you understand that you will not be entitled to any compensation because of PRO use of such other similar or identical material. Subject to the foregoing provisions, PRO will not make any use of any legally protectable portion of your Material unless you and PRO have agreed in a writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by PRO for similar Material from comparable sources.
- ix. Any controversy arising out of or in connection with this Agreement, including without limitation any claim that PRO has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of California, and the parties consent to the jurisdiction of the state and federal courts of California for the resolution of such matters. In the event of such controversy you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of PRO use or intended use of any portion of the Material. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of PRO programming, promotional or marketing plans, and/or of the subsidiary rights in connection therewith.
- x. You have retained a copy of this Release and of your Material, and you release PRO from liability for loss of, or damage to, the Material. You also acknowledge and agree that PRO is not obligated to return your Material to you. PRO review of your Material constitutes PRO acceptance of the terms and conditions set forth herein, and PRO shall have relied upon your agreement herein in considering your

Material for review. PRO agrees to use reasonable efforts to keep all the Material confidential.

- xi. This Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.
- xii. You are executing this Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all its terms and effects, and every portion thereof.
- xiii. As used in the Release, the terms “you” and “your” include and bind the undersigned and all legal representatives of the undersigned releasor. As used in this release, the terms “PRO” and “we” includes and inures to the benefit of PRO and its successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

Sincerely,
PRO-Peter Rodgers organization

ACCEPTED AND AGREED TO:

Date: _____

Print Name: _____
 Producer/Owner

Address: _____

By: _____
Producer/Owners Signature