



SUBMISSION RELEASE FORM

Name (printed or typed):

To: TEAM SIZZLE WORLDWIDE (hereinafter "**TSW**")
(NEED ADDRESS)

Submitted herewith and under the terms and conditions stated herein, please find the following submitted material ("Material"):

TITLE OF MATERIAL:

WRITERS GUILD OF AMERICA OR COPYRIGHT NO.:

FORM OF MATERIAL:

BRIEF SUMMARY OF MATERIAL:

1. I understand that **TSW** will be evaluating the Material as a basis for providing services to me and/or considering a potential further relationship with me. I further understand that **TSW** has a policy of refusing to review or consider creative materials for any purpose, unless the submitter signs a release defining the conditions of such a submission. I am executing this Submission Release ("Release") with the express understanding that **TSW** will review and evaluate the Material solely and completely in reliance upon this Release and my covenants and warranties herein. I specifically acknowledge that **TSW** would refuse to review the Material in the absence of my agreement to each and every provision of this Release. Furthermore, it is expressly understood that neither **TSW** nor I shall be obligated to enter into any further agreement relating to the Materials.

2. I understand and acknowledge that because of **TSW's** position (i) it receives numerous submissions of scripts and other creative works from third parties, and (ii) it is constantly developing in-house ideas, scripts, treatments, stories, concepts, artwork, music, and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by **TSW** may be similar to or identical to those contained in my Submission. I understand and agree that **TSW's** use of material containing elements similar to or identical with protectible property contained in the Material shall not obligate **TSW** to me in any manner if **TSW** shall have developed or obtained such material either heretofore or hereafter independently or exclusively from sources other than from me.



3. I acknowledge that no fiduciary or confidential relationship now exists between **TSW** and me, and I further acknowledge that no such relationship is established by execution of this Release, my submission of the Material, or by **TSW's** acceptance, review or retention of the Material.

4. I warrant and represent that I am the sole author of the Material or that I have the right to submit the Material. I further warrant and represent that to the best of my knowledge the Material and all elements thereof are (i) my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto except as may be specifically identified on the Material in writing, and (ii) to the extent that I have included in the Materials music or songs composed by others, I have re-recorded such music or songs solely for the purpose of allowing **TSW** to evaluate my skill as a producer or musician and where required I have either obtained permission from the relevant third party composer to rerecord their work or such music or song is considered in the "public domain" and permission from a third party is not required. I agree to defend, indemnify and hold **TSW** harmless from and against any and all claims, expenses, losses or liabilities, including any reasonable attorney's fees and costs, that may be incurred by or asserted against **TSW** in connection with the Material.

5. I understand that **TSW** will not intentionally use the Material or any part thereof for any purpose other than as provided herein unless **TSW** and I hereafter enter into a written agreement for the acquisition of rights therein, and that **TSW** shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement.

6. I understand that any dispute concerning your alleged unauthorized use of the Material, or arising out of or with reference to my submission of this Release, its validity, construction, or performance shall be submitted to arbitration in the State of California for determination. If the arbitrators determine that **TSW** used legally protectible portions of the Material without my consent, I agree that the amount of any award to me shall not exceed the fair market value as of the date of this Release of the protectible portions of the Material used, but in no event more than the applicable Writers Guild of America minimum scale payment for such material.

7. I agree that I must give **TSW** written notice by certified or registered mail at its address set forth above of any claim arising in connection with the Material or arising in connection with this Agreement, within the period of time prescribed by the applicable statute of limitations, but in no event more than ninety (90) calendar days after the date on which I first acquire knowledge of such claim, or I first learn sufficient facts to put me on notice of such a claim. My failure to give **TSW** such written notice shall be deemed an irrevocable waiver of any rights I might otherwise have had with respect to such claim.

8. I have retained at least one copy of the Material, and I hereby release **TSW** of all liability for loss or destruction of, or damage to, said Material.



9. I understand that it is my sole responsibility to protect the Material, including filing a copyright registration with the appropriate government agency and/or filing or registering the Material with the Writers Guild of America.

10. I understand that the services of **TSW**, and the results thereof, are subjective in nature and that reasonable people may disagree as to the merits of the Material. I agree that **TSW** cannot warrant or guaranty that its review of the Materials will result in a complimentary or positive evaluation.

11. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. Should any provision or part of any provision of this Release be void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects the parties' intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions. This Release may not be changed, modified, terminated or discharged except by a writing signed by both parties.

12. If more than one party signs this Release as submitter, the reference to "I" or "me" shall apply to each such party, jointly and severally. All reference to **TSW** herein shall refer to **TSW** Filmworks, any parent or subsidiary thereof, and any and all heirs, successors, representatives, licensees, and assigns, and their officers, directors, agents, servants, employees, stockholders, and licensees. **TSW** may assign its rights and obligations under this Agreement to any person, corporation or other entity, in its sole discretion.

13. I hereby state that I have read and understand this Release; that no representations of any kind have been made to me other than as contained in this Release; that there are no prior or contemporaneous agreements, either oral or written, in effect between us pertaining to the Material; and that this Release states our entire understanding and agreement.

Name (printed or typed): _____

Phone: _____

Signature: _____

Address: _____

Date: _____