

## SUBMISSION RELEASE AGREEMENT

ToperTaylor.Com  
4500 Wilshire Blvd., 1st Floor  
Los Angeles, CA 90010

Gentlepersons:

I am submitting to ToperTaylor.com (“you”, “your”) certain material including, without limitation, ideas, concepts, stories, scripts, characters, designs, and/or other materials described as

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(collectively, the “Material”), upon the following express understanding and conditions:

1. I have retained a copy of the Material, and I agree that you shall NOT be responsible for the return or preservation of the copy I have submitted to you. I agree that you shall have the sole discretion in determining the extent and manner of the use of the Materials and that you are not obligated in any way to use or exploit all or any part of the Material in any medium or any manner. I further agree that the Material is NOT being submitted in confidence or in trust, and that no confidential or fiduciary relationship is intended or created.
2. I acknowledge that your company develops and receives many other materials and that there is a possibility that some of these are similar or identical to the Material and that your use of other material containing elements similar to or identical with those contained in the Material shall not obligate you to negotiate with me or entitle me to any compensation.
3. I have not previously submitted or disclosed the Material to you (via Online or otherwise), and you have not made any prior inducements, promises or representations to me regarding the Material. I acknowledge that I have requested permission to disclose the Material to you.
4. I agree that any communication we may have had with respect to the Material shall not constitute any agreement, express or implied, as to the purchase or use of the Material, or any portion thereof. If you express interest in the Material I will not grant any rights to the Material to any third party without first giving you notice and a right of first negotiation and last refusal to acquire the Material. Should you decide to acquire the Material, I agree to negotiate with you in good faith, with compensation to be set taking into consideration the amount customarily paid by you for similar material, my stature in the industry at the time, the nature of the Material, and amounts received by me for other material created before my submission to you. I agree that you shall have no obligation to me in any respect whatsoever with regard to the Material until or unless we have executed a written agreement which, by its terms and provisions, will be the only contract between us.
5. If the Material is not new or novel, was not originated by me, has not been reduced to concrete form, or if because other persons (including, but not limited to, you, your employees and independent contractors) have heretofore created or submitted or hereafter

create or submit similar or identical material which you have the right to use, then I agree that you shall not be liable to me for your use of the Material and you shall not be obligated in any respect whatsoever to compensate me for such use by you. Further, I agree that I will not hold you liable in any manner for use of material in the public domain or of a general nature (including, but not limited to, ideas, themes, situations, etc.) which are in such form when disclosed that they cannot be protected under the Copyright Act of the United States. This shall apply whether or not you have obtained such ideas and/or public domain elements from other sources.

6. I hereby represent and warrant that: (a) the Material was created and is solely owned by me and that no other person or entity has any right, title or interest to the Material; (b) I have the full right to submit the Material to you upon all of the terms and conditions stated in this Agreement; (c) no persons except those also signing below have collaborated with me in creating the Material; (d) I have the unlimited, perpetual, right to use and exploit the Material submitted and to exclusively grant all rights thereto to you; (e) that the use of the Material by you, or your licensees, successors or assigns, will not infringe upon any personal, property or other rights of any person or entity or result in any liability of any kind; and (f) that I am over eighteen (18) years of age. I agree to defend, indemnify you and hold you harmless from and against any claims, losses, obligations, liabilities or expenses, including without limitation, attorneys' fees and costs, that may be asserted against you or incurred by you which arise out of or in connection with the Material or my breach of any of my representatives, warrantees, or agreements herein.
  
7. This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof). I hereby irrevocably waive any and all rights to seek or obtain any injunctive or equitable relief against you. I acknowledge and agree that any breach by me of this Agreement will cause you irreparable harm, and that you shall therefore be entitled to injunctive or equitable relief (with no obligation to post any bond or surety) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction. I further agree that, other than your right to seek injunctive or equitable relief, all disputes related hereto (including but not limited to if you determine that you have the independent right to use other material containing elements similar or identical to those contained in the Material without the payment of compensation to me and you proceed to use such material and I disagree with your determination), shall be submitted to final and binding arbitration before a single arbitrator experienced in the entertainment industry, in Los Angeles, California and shall be governed by the rules of the American Arbitration Association. The arbitrator shall be controlled by the terms of this Agreement. Any award favorable to me shall be limited to the fixing of compensation which shall bear a reasonable relation to compensation customarily paid by you for similar material used in a similar way, taking into account my experience as an artist, my stature in the entertainment field at the time said material was submitted, the nature of the material, and any amounts received by me for other material written before the submission of the Material to you. The arbitrator shall not have authority to award punitive damages. Any arbitration award will provide for each of us to bear our own costs of arbitration, which costs shall include without limitation, our respective attorneys' fees and costs.

8. Any references to you shall be deemed also to refer to your subsidiary and affiliated entities and assigns, and your and their directors, officers, agents, employees, lessees, licensees, successors and assigns.
9. This Agreement constitutes our entire understanding and can be modified only by mutual written agreement. No other agreement, written or oral, express or implied, exists between us with respect to the Material. The invalidity of any provision hereof shall not to invalidate the remaining provisions.

I acknowledge that but for my agreement to the above terms and conditions, you would not accept my request to receive and consider the Material which I am submitting to you.

Sincerely,

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**AGE MUST BE CONFIRMED WITH A COPY OF PROOF ATTACHED.**

**IF PERSON IS UNDER 18 YEARS OF AGE, THE FOLLOWING MUST BE SIGNED BY A PARENT OR GUARDIAN AND NOTARIZED.**

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing agreement, will ensure that my child honors his/her obligations and will indemnify and hold you and your employees, agents, successors, assigns and licensees harmless against any damages or claims related in any way to my child's performance and obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally know to  
me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary