



Script and Literary Submission Release Agreement

Zoetic Entertainment
15030 Ventura Blvd. #19-769
Sherman Oaks, CA 91403

I am submitting the enclosed material (hereinafter referred to as "said material") currently titled: _____ an original screenplay, treatment, novel, manuscript, or article in which I own or control all rights, title and interest, WGA REGISTRATION NUMBER _____ and/or US copyright # _____ to Zoetic Entertainment, LLC (hereinafter referred to as "ZEL").

The Material is submitted and received on the following conditions:

1. I am at least 18 years of age and I represent and warrant that I am the author of said material, having acquired said 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 considerations as a condition of the exploitation of said material and that said material will not contain defamatory or unlawful matter and will in no way infringe upon the copyright or violate the proprietary rights of any person whomsoever.
2. I acknowledge that because of ZEL's position in the entertainment industry ZEL receives numerous unsolicited submissions of ideas, formats, stories, suggestions and the like and that many such submissions received by ZEL are similar to or identical to those developed by ZEL or its employees or otherwise available to ZEL. I agree that I will not be entitled to any compensation because of the use by ZEL of any such similar or identical material.

3. I further understand that ZEL 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 ZEL. I acknowledge that no fiduciary or confidential relationship now exists between ZEL and me, and I further acknowledge that no such relationships are established between ZEL and me by reason of this agreement or by reason of my submission to ZEL of said material.
4. It is my sole responsibility to protect said material, including filing or registering said material with the Writers Guild of America or the United States Copyright Office.
5. I request that ZEL read and evaluate said material with a view to deciding whether ZEL would undertake to acquire and produce said material.
6. I agree to indemnify ZEL 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 ZEL or incurred by ZEL 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.
7. ZEL 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/her or had not been the subject of any agreement with him/her, or which is in the public domain. Any of said material which, in accordance with the preceding sentence, ZEL is 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."
8. ZEL agrees that if it uses or causes to be used any protected material provided it has not been obtained from, or independently created by, another source, ZEL will pay or cause to be paid to me an amount which is comparable to the compensation customarily paid for similar material.
9. I agree to give ZEL 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 ZEL's 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 give ZEL 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. ZEL 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.

10. 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/she 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.
11. I have retained a least one copy of said material, and I release ZEL from any and all liability for loss or other damage to the copies of said material submitted to you hereunder.
12. 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.
13. I hereby acknowledge and agree that there are no prior or contemporaneous oral agreements in effect between ZEL 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 ZEL and me, and then ZEL's and my rights and obligations shall be only such as are expressed in said formal written agreement.
14. I understand that whenever the word "ZEL" is used above it refers to (1) Zoetic Entertainment, LLC, (2) any company affiliated with Zoetic Entertainment, LLC by way of common stock ownership or otherwise, (3) Zoetic Entertainment, LLC's subsidiaries, (4) subsidiaries of such affiliated companies, (5) any individual, firm or corporation to whom Zoetic Entertainment, LLC is leasing production facilities, (6) clients of any subsidiary or affiliated company of Zoetic Entertainment LLC's, and (7) the officers, agents, servants,

employees, stockholders, clients, successors and assigns of Zoetic Entertainment, LLC, and all such persons, 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.

15. 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.
16. This agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed herein.
17. 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 parties.

Sincerely,

Signature of Person or Representative of Company Submitting

Date

Name of Person or Entity Submitting (Please Print)

Writer's Name (if different than person submitting)

Address of Submitting Party

E-mail of Submitting Party

Phone Number of Submitting Party

ACCEPTED AND AGREED TO:

A representative of Zoetic Entertainment, LLC

Date