

I am submitting to ScriptCrawler Coverage Services, (hereinafter "you" or "your") written material(s):

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 analysis/coverage, and in the event I agree, to provide access to subscribers of your Internet service (the "Service"). I hereby acknowledge and agree that it is in my best interest to have the Material, (or portions thereof) and any comments or notes you may have thereto reviewed by your subscribers and that such potential consideration and your analysis are good and valuable consideration for me to enter into this submission release agreement ("Agreement"). I recognize that you have adopted a policy of refusing to accept or consider for inclusion in the Service or otherwise review any Material unless the person submitting such Material and all other authors of the Material, if any, have signed this Agreement acknowledging that he or she understands the nature of the Service and the limitations on your liability in connection with it.

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

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.

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.

No obligation of any kind is assumed or may be implied against you by reason of your inclusion of the Material in the Service.

You have access to, may create or have created literary materials and ideas that 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 by a subscriber or may have come to you or any subscriber from any independent source, other than with respect to any protectable literary property ("Protectable Material") contained therein.

I understand that you make no representations or warranties associated with the public display of the Material Summary and I assume all risks associated therewith. I acknowledge that you will not track or otherwise record the identity of visitors who view any Material Summary information. You do not purchase literary material and are not agreeing to purchase or to arrange for purchase of the Material.

If public display or your promotion of the Material Summary leads to a successful sale, option, agent/manager signing, or the like, I grant you permission to use my name for publicity purposes.

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.

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.

The Service is an open service with the express purpose of providing professional coverage of the Material. It is my sole responsibility to protect the Material, including filing or registering the Material with the Writers Guild of America or the United States Copyright Office. You strongly recommend that I register the Material with one or both of the aforementioned parties.

The word "you" and "your" in this Agreement refers to ScriptCrawler Coverage Services. 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.

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.

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 the State of California 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.

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.