

A-STORY

ENTERTAINMENT

SUBMISSION RELEASE AGREEMENT

Date: _____
Name: _____
To: _____

By submitting to A-Story Entertainment (referred to herein as “A-Story” or “you”), materials, as further described below, (referred to herein as the “Work”) to evaluate and review, I acknowledge and agree to the terms and conditions set forth in this Submission Release Agreement (“Agreement”):

Title of the Work Submitted: _____

Registration/copyright #: _____

Principal Characters: _____

Log line of Plot: _____

1. I acknowledge that because of A-Story’s position in the entertainment industry, A-Story is continuously engaged in active review and development of programs and works itself and through its employees and contractors, and receives numerous submissions from others that have ideas, features, formats, stories, suggestions, aspects, and the like that are similar, or identical to, the ideas, features, formats, stories, suggestions, or other aspects of the Work. I understand and agree that I will not be entitled to any compensation because of the use by you or those acting on your behalf (referred to as “A-Story Parties”) of any similar or identical materials. I further understand and agree that you would refuse to accept, consider or otherwise evaluate the Work in the absence of my acceptance of the terms and conditions of this Agreement. Except as may otherwise be agreed in writing with you, I shall retain all rights to submit this or similar material to persons other than you. I acknowledge that no fiduciary, partnership, employment, or confidential relationship now exists between

you and me, and I further acknowledge and agree that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Work. I acknowledge and agree that A-Story assumes no obligation to (i) compensate me in any way for the submission of the Work for the evaluation specified herein, (ii) proceed with negotiations of any kind respecting the Work, or (iii) furnish me with any information respecting the results of the evaluation or its reasons for not proceeding further.

2. I covenant and agree that I have not previously submitted or disclosed the Work to you in any form, in whole or in part; you have not made any prior inducements, promises or representations to me regarding the Work; and you are not under any obligation to me if you do not desire to use the Work for any purpose.
3. I represent and warrant that I am the author of the Work (or I own and control it); that I am the present and sole owner of all right, title and interest in and to the Work; that no other person collaborated with me in creating the Work; that I have the exclusive, unconditional right and authority to submit and/or convey the Work to you; and that all important features of the Work are summarized herein.
4. I have retained at least one copy of the Work submitted to you concurrently herewith, and I agree that you do not have any obligation to return to me the copy submitted to you nor are you be responsible to me, financially or otherwise, for any loss or damage thereto. I understand that your return of the Work to me shall not terminate or affect any rights or obligations under this Agreement.
5. I acknowledge and agree that A-Story is not interested in gaining access to information that is considered by me or a third party to be confidential. In order to ensure that there is no future misunderstanding of the respective rights of me and A-Story, I understand that A-Story has a policy under which it will not undertake to review or evaluate information that is claimed to be confidential by persons like me making a submission. Neither my submission to you nor anything in this Agreement shall be deemed to limit or restrict the freedom of or obligate any A-Story Parties to me regarding the Work, nor prohibit use, without obligation to me, by any A-Story Parties of materials created by others (collectively, "Third Party Materials") that are submitted to, or acquired by, any A-Story Parties, or that are created or developed by any A-Story Parties, prior to or after the submission of my Work to you.
6. I acknowledge that your use of Third Party Materials or the creation or development of work or programs containing elements similar to or identical with those contained in my Work shall not obligate you to negotiate with me or entitle me to any compensation.

7. I agree that I will not use the potential interest of A-Story with respect to any Work submitted to you in any promotional activity, nor disclose to any other person that A-Story is evaluating any Work submitted by me.
8. I agree to release, indemnify, and hold the A-Story Parties harmless from and against any and all claims, expenses, losses, causes of action, judgments or liabilities (including, without limitation, reasonable attorneys' fees) that may be asserted against any A-Story Parties or incurred by any A-Story Parties at any time in connection with the Work, or any use thereof, including, without limitation, those arising from any alleged breach of the covenants, warranties and promises given by me in this Agreement. I agree this release is binding on me, my legal representatives, heirs, successors, and assigns.
9. This Agreement constitutes our entire understanding and no other agreement, written or oral, express or implied, exists between us with respect to the Work. I agree that the terms of this Agreement control the rights and obligations respecting the Work, notwithstanding any legends, markings, or other restrictions embodied in, attached to, or accompanying the submission of such Work. Any modification or waiver hereunder or termination hereof must be in writing, signed by both of us. I agree that no oral representations of any kind have been made to me. This understanding shall be construed in accordance with the laws of the State of Georgia applicable to agreements executed and fully performed therein. The invalidity of any provision hereof shall not affect the remaining provisions. Any references to you shall be deemed also to refer to your subsidiary and affiliated corporations, companies under common ownership or control with you, and your directors, officers, agents, employees, lessees, licensees, successors, and assigns.

Your signature, together with mine below, shall constitute this a binding agreement.

I HAVE READ AND UNDERSTOOD AND AGREE TO ALL OF THE FOREGOING.

Signature: _____ Date: _____

Print Name: _____

Address: _____ City: _____

Telephone: _____

AGREED TO AND ACCEPTED: _____