

Submission Release - Print for your records

RELEASE AND AGREEMENT - SUBMISSION OF MATERIAL To:
MysticArt Pictures, LLC

By checking the box and submitting your materials online you are agreeing to the following.

I am concurrently hereby submitting to you, MYSTICART PICTURES, LLC, a California limited liability company ("you"), the material described on the submission form on mysticartpictures.com/submissions.php, including the title and all other elements thereof (all herein referred to as the "material") subject to the following terms and conditions.

1. I understand that because of your position in the entertainment industry, you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like; further, I understand that many such submissions heretofore or hereafter received by you are similar to ideas, formats, stories, suggestions and the like developed by you or your employees or to those otherwise available to you. I further understand that you have adopted the policy, with respect to unsolicited submission of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially the same as this agreement. I specifically acknowledge that you would refuse to accept, consider or otherwise review my material in the absence of my acceptance of each and all provisions of this agreement. I request that you examine the material with a view to deciding whether you will undertake to develop or exploit it. I am executing this agreement to induce you to consider the material described hereunder. It is understood that no confidential relationship is established by my executing this agreement or by submitting the material to you hereunder. I shall retain all rights to submit this or similar material to persons other than you.
2. It is understood and agreed that I have not previously submitted or disclosed the material to you; you have not made any prior inducements, promises or representations to me regarding the material; and you shall not be under any obligation to me whatsoever if you do not desire to examine or use the material.
3. I have retained at least one copy of the material submitted to you concurrently herewith, and I agree that you shall not have any obligation to return to me the copy submitted to you nor shall you be responsible to me, financially or otherwise, for any loss or damage thereto. I understand that your return of the material to me shall not terminate or affect any rights or obligations under this agreement.
4. If the material that I am submitting includes material in the public domain or owned by a third party, I understand and agree that you will have the same rights to, or rights to acquire, such material which members of the public may have. Neither my submissions to you nor anything in this agreement shall be deemed to limit or restrict your freedom, or obligate you to me, in such regard, nor prohibit your use, without

obligation to me, of materials submitted to, acquired or created by you prior to or after my submission to you hereunder.

5. If you desire to use the material submitted by me in any media, then you shall notify me thereof and you and I shall negotiate in good faith for the execution of an express contract for the acquisition by you of any or all rights in the material which you may desire to acquire.

6. You may use without obligation to me any material which is not legally protectable material. Nothing contained in this agreement nor the fact of my submission of said material to you shall be deemed to place you in any different position from any member of the general public with respect to any element or portion of said material. I recognize that you have access to or may create or have created materials and ideas which may be similar or identical to said material in theme, idea, plot, format or other respects. I acknowledge that your use of other material containing elements similar to or identical with those contained in my material shall not obligate you to negotiate with me nor entitle me to any compensation due to your independent right to use such other materials.

7. If you use any portion of the material submitted hereunder in violation of my rights, I agree that I must give you written notice by certified or registered mail at your address set forth above in this agreement of any claim relating to said material or this agreement within ninety (90) days after I acquire knowledge of such claim, or if it be sooner, within ninety (90) after I acquire knowledge of facts sufficient to put me on notice of such claim. My failure to give you such written notice before the expiration of such period will constitute an irrevocable waiver of any rights I may otherwise have with respect to such claim. I agree that any dispute between us shall be submitted to arbitration. The arbitrator shall be an individual experienced in the motion picture or television field and shall be mutually selected by you and me or if we cannot agree then by the rules of the American Arbitration Association. The arbitrator shall be controlled by the terms of this agreement and any award by said arbitrator favorable to me shall be limited to the fixing of compensation which shall be an amount equal to the applicable minimum scale amount for the type of material in question as set forth in the then-current applicable Writers Guild of America Basic Agreement. If there is no applicable minimum scale amount payable under the Writers Guild of America Basic Agreement for the type of material submitted, then any award favorable to me shall be limited to the fixing of an amount of compensation which shall bear reasonable relation to the compensation customarily paid by you for similar material taking into account my experience as a writer, my stature in the motion picture or television industry 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 said material to you. Any arbitration award will provide for you and me to bear our own costs of arbitration which costs shall include our respective attorneys' fees. I hereby waive my right to seek equitable or injunctive relief in connection with any claim that I may bring that you have used any portion of said material in violation of my rights. I understand that I may not enjoin or interfere with the development, production, distribution or exploitation of any work in connection with any

claim that I may have. Any such arbitration shall be conducted in Los Angeles, California and shall be governed by and subject to the laws of the State of California and the rules of the American Arbitration Association.

8. I hereby represent and warrant that: (a) the material was created solely by me and is owned solely by me and that no other person, firm or corporation has any right, title or interest therein or thereto; (b) I have the full and exclusive right and authorization to submit the material to you upon all of the terms and conditions herein stated; (c) no persons collaborated with me in creating the material; and (d) all of the elements of said material are fully and accurately described on page 3 below.

9. I agree to indemnify you and hold you harmless from and against any claim, loss, obligation, liability or expense, including reasonable attorneys' fees, that may be asserted against you or incurred by you in connection with the material or any authorized use by you thereof and/or by reason of any breach of any of my representations, warranties or agreements contained herein.

10. This agreement constitutes our entire understanding and no other agreement, written or oral, express or implied, exists between us with respect to the material. Any modification or waiver hereunder or termination hereof must be in writing, signed by both of us. This understanding shall be construed in accordance with the laws of the State of California applicable to agreements executed and fully performed therein. Should any provision or part of any provision of this agreement 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. I understand that it is advisable to seek advice from an attorney before signing this agreement.

11. 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 and their directors, officers, stockholders, agents, employees, lessees, licensees, successors and assigns. If said material is submitted by more than one person, or by a firm, corporation or other entity, the words "I", "my" or "me" shall refer to all persons, firms, corporations or other entities, and this agreement will be binding jointly and severally upon all such persons, firms, corporations or other entities.

Copyright © MysticArt Pictures 2011.