

SUBMISSION RELEASE

Date: _____

Ish Entertainment, LLC
104 West 27th Street
New York, NY 10001

Gentlepersons:

I am submitting, and/or am prepared to meet with you to discuss, certain ideas and material (collectively, the "Material") owned or controlled by me. A summary of the Material is attached hereto as Schedule A.

This letter (the "Agreement") will set forth our agreement with respect to the Material.

1. I understand and acknowledge that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions, and the like. I also understand and acknowledge that you would refuse to accept, consider or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by reason of this Agreement or by reason of my submission of the Material to you.

2. I warrant that I am either the author and owner of all rights to the Material or the duly authorized agent of the author and owner of the Material, that the Material is free of all claims and encumbrances, and that I have full power and authority to submit the Material to you on the terms and conditions hereof, each and all of which shall be binding on me and any and all persons for whom I am acting. I acknowledge that this is an unsolicited submission and that you did not suggest or request that the Material be written, created, or submitted.

3. I understand and acknowledge that you and your employees have access to, may create or may have created materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. I agree and acknowledge that no presumption or interference of copying or use shall arise or be asserted, only by virtue of (a) any similarity between your work and the Materials; or (b) the fact that I submitted the Material to you or that you had access thereto.

Notwithstanding anything else in this Agreement, I recognize that if you determine, in your sole and absolute discretion, that you have an independent legal right to use the Material, or any part thereof or ideas therein, you may use such Material, part, or idea (or any similar or virtually identical material), without any obligation whatsoever to me and without any compensation whatsoever to me. The reasons for such independent legal right to use the Material include, without limitation, the following:

- (i) it is not novel or original;
- (ii) it is in the public domain, is publicly known or available, and/or would be freely useable by any member of the public;
- (iii) after the date of this Agreement, it becomes part of the public domain, it becomes publicly known or available by publication or otherwise, or it becomes useable by any member of

the public

(iv) it was independently created by you or any of your employees, whether before or after the date of this Agreement; and/or

(v) it was independently created and submitted to you by an independent source or any of your employees, whether before or after the date of this Agreement.

4. Except as set forth in paragraph 5 below, I agree to renounce and I hereby irrevocably waive any and all claims that I may have now or in the future may have arising from any use made by you (or on your behalf) of the Material or any part thereof.

5. I understand and agree that you only have the obligation to get permission from me and to compensate me if (a) you publicly distribute, exhibit or use a particular portion of the Materials (provided the Material used has not been obtained from, or independently created by, another source), and (b) if such portion of the Materials which you publicly distribute, exhibit or use was expressed by me in sufficient detail that they are protected under U.S. copyright law.

6. I agree and acknowledge that no contract or obligation of any kind, other than those arising pursuant to the express terms of this Agreement, arises or may be implied against you by reason of your review or use of the Material and/or any discussions or negotiations we may have. Specifically, it is understood that neither my submission of the Material pursuant to this Agreement, nor your review or use thereof, constitutes or creates an implied-in-fact or implied in-law contract, even if there exists an industry custom or practice to the contrary.

7. I have retained at least one copy of the Material, and I hereby release you of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to you hereunder, whether such loss or damage occurs in transit to or while in your possession, or otherwise.

8. You may assign your rights hereunder to any related party.

9. I will indemnify you and hold you harmless from and against any and all claims, expenses, losses, or liabilities (including but not limited to legal fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with the Material, or any use thereof, including but not limited to those arising from any breach of any promise or warranty given by me herein.

10. In the event there is any dispute concerning or related in any way to the Material, or any part thereof or idea therein, or the submission thereof or arising out of or relating to this Agreement, such dispute shall be determined by submitting the matter to arbitration. Each party hereby waives any and all rights to litigate any such dispute in court, it being the intention of the parties to resolve all such disputes through arbitration pursuant to this Paragraph. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail. The arbitration shall be conducted in New York by an arbitrator with knowledge of the film and television industry, to be determined jointly by us. In the event we are unable to agree upon an arbitrator, we shall select a designee, and these designees shall jointly select an arbitrator whom we both agree shall arbitrate the dispute. Each party shall bear its own costs of the proceeding, including legal fees.

11. In the event any arbitration is concluded in my favor, I agree that the award shall be limited to a claim for damages, which shall in no event, under any theory, exceed the fair market value, on the date hereof, of the portion of the Material that was used, as determined by customary practice in the television motion picture industry and without regard to any profits or revenues that you might receive

as a result of the use of the Material, or any part thereof or idea therein; that I shall in no event be entitled to an injunction or any other equitable relief. The arbitrator's award shall remain confidential and shall be final and binding. A judgment upon the award may be enforced by any court of competent jurisdiction.

12. This Agreement shall be in all respects be governed by and interpreted pursuant to the laws of the state of New York applicable to contracts made and performed entirely within the state of New York..

13. Should any provision or part of any provision herein be void or unenforceable, such provisions or part thereof 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 hereof.

14. I hereby state that I have read and understand this Agreement and that no oral or written representations of any kind have been made to me and that 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 of us.

Yours truly,

Signature

Address, City, State and Zip Code

Print Name

Telephone Number

If under 21 years of age, signature of parent or guardian must be included below:

I represent that I am a parent (guardian) of the minor who has signed the above agreement and I agree that I and the said minor will be bound thereby.

Parent (Guardian) Signature

Print Name

SCHEDULE A

SUBMISSION DESCRIPTION

TITLE:

NAME OF SUBMITTER:

FORM OF MATERIAL:

Synopsis	Script	Video Cassette _____ inch
Treatment	Film - _____ mm	DVD
Other: _____		

BRIEF SUMMARY OF THEME OR PLOT:

WGA REGISTRATION NO. (if applicable):

COPYRIGHT INFORMATION (if applicable):

PRIOR GRANT OF RIGHTS IN MATERIAL, IF ANY (IF NONE, PLEASE INDICATE):