

SUBMISSION RELEASE AGREEMENT

Paul Guay Productions, Inc.
 3112 Coolidge Avenue
 Los Angeles, CA 90066-1217

Title of Material Submitted:

Date: _____

I am submitting to you an original screenplay, treatment, or other work (the "Material"), and I am requesting that you read and evaluate the Material. The Material is submitted subject to the following terms and conditions:

1. Signed Agreement and Payment Are a Condition of Your Reading the Material: I understand that you will not read or evaluate the Material unless I agree to the terms of this Agreement (the "Agreement"), sign the Agreement, and pay you in advance.

2. No Confidential or Fiduciary Relationship Exists or Is Created: I acknowledge that no fiduciary or confidential relationship now exists between you and me, and no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Material.

3. You May Have Similar Material, and I Am Not Entitled to Compensation or Credit in Connection With Such Similar Material: I understand that because of your position in the entertainment industry, you have access to and/or may independently create or have created ideas, suggestions, themes, plots, stories, formats, structures, characterizations, dialogue, titles, and/or other elements which may be similar or even identical to the ideas, suggestions, themes, plots, stories, formats, structures, characterizations, dialogue, titles, and/or other elements of the Material. I agree that I will not be entitled to any compensation or credit by reason of the use by you (or others authorized by you) of such similar material. I hereby waive and release you (and any other person or entity who obtains or has access to such similar material from or through you) from any and all (a) claims, liabilities and demands made by or through me or on my behalf (even though I realize that such claims or demands might be based on facts or circumstances not now known or suspected by me to exist, which if known or suspected, would have materially affected my decision to enter into this Agreement) relating to the Material, and/or (b) claims asserting that you have used or appropriated the Material or any portion thereof. Further, if the Material or any element of it is not original with me, is not new, unique, concrete, or novel, is in the public domain, or is not legally protectible for any reason, and/or is material which a third party would be free to use if the Material had not been submitted to him or had not been the subject of any agreement with him, then, as between you and me, I agree that you have the right to use such elements without any obligation to me whatsoever.

4. Your Obligations Under This Agreement; No Affiliation With Douglas J. Eboch or Ken Aguado:

(a) In consideration of my signing this Agreement and of the payment made concurrently herewith, you agree within a reasonable time after the date hereof to read and orally evaluate the Material. I will receive between 60 and 120 minutes of in-person or phone consultation, consisting of oral script analysis, critique and suggestions or recommendations on how to improve the Material.

(b) I agree that you have no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist.

(c) I further agree that although you may share advertising and/or a website with Douglas J. Eboch and/or Ken Aguado for economic efficiency, you have no affiliation with them, and you are the only party undertaking any obligation to me whatsoever under this Agreement.

5. The Material Is Original and Created Solely by Me: I hereby represent and warrant that: (a) the Material was created and is solely owned by me and that no other person, firm or corporation has any right, title or interest therein or thereto; and (b) I have the full right and authorization to submit the Material to you upon all of the terms and conditions herein stated.

In this Agreement, the words "I" or "me" refer to me if I am the only writer of the Material. If there is more than one writer, EACH AND EVERY writer has signed this Agreement, and the words "I" or "me," even though singular, refer to all of the co-writers collectively. **Fill in the total number of writers in this space:**

6. I Will Pay For Any Costs or Liabilities You Incur If I Am Alleged to Have Breached This Agreement: I agree to indemnify you 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 you or incurred by you at any time in connection with the Material or any use thereof, including without limitation those arising from any breach or alleged breach of the warranties and promises given by me herein.

7. Disputes Under This Agreement Will Be Arbitrated in Los Angeles: If there is any dispute arising out of this Agreement, the dispute between us shall be submitted to arbitration in Los Angeles, California before an arbitrator mutually selected by us who is experienced in the field of the entertainment industry; or, if we cannot mutually agree, then such arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this Agreement. You and I will bear our own respective costs of arbitration and attorneys' fees, provided that if the arbitrator rules in one party's favor, we agree that the other party will be responsible for the winning party's attorneys' fees and arbitration costs. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall fail to participate in the arbitration proceeding, the arbitrator is empowered to proceed in that party's absence. You and I hereby waive any and all rights, remedies (whether for damages or for injunctive or other relief) and benefits which either of us might otherwise have or be entitled to under the laws of the State of California (or any other State or jurisdiction) to litigate in court any dispute, it being our mutual intention to arbitrate all disputes in accordance with the provisions of this Agreement.

8. I Have My Own Copy of the Material; You Are Not Responsible for the Copy Submitted: I have retained a copy of the Material; you have no obligation to return to me the copy submitted to you, and you may in fact destroy your copy of the Material after you have completed your evaluation.

9. **Who "You" Are; Who "I" Am:** I understand that whenever the word "you" or "your" is used in this Agreement, it refers to (a) you, (b) any company affiliated with you by way of common stock ownership or otherwise, (c) your subsidiaries, (d) subsidiaries of such affiliated companies, (e) clients of any subsidiary or affiliated company of yours, and (f) the officers, agents, servants, employees, stockholders, clients, successors and assigns of you, and of all such person, corporations referred to in (a) through (e) hereof. In the event that I have failed to secure the signature of any person who, for any reason, has any right or title in or to the Material or any part of it, then this shall be deemed to be a representation by me that I am authorized to bind that person to all terms and conditions of this Agreement.

10. **Your Evaluation May Be Subjective:** I understand and agree that the process of evaluating any creative material may be subjective. Your evaluation of the Material constitutes solely your opinion. While your experience in the entertainment industry makes yours an informed opinion, even informed opinions differ enormously within the industry. A positive evaluation by no means constitutes a promise or representation that the Material will or might be sold or optioned, or generate enthusiasm by studios, producers, managers, agents, or other persons in a position to develop or exploit the Material. Similarly, a negative evaluation does not necessarily mean that such persons will not purchase, option, or react positively to the Material. Your evaluation of the Material may not be complimentary, and may not agree with my, or others', opinions about the Material.

11. **Miscellaneous Provisions of This Agreement:**

(a) The invalidity of any provision hereof shall not affect the remaining provisions, and any invalid, unenforceable or void provision will be modified to the minimum extent necessary to become valid and enforceable.

(b) This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein.

(c) I have read this Agreement and understand it, and no oral or written representations of any kind have been made to me that are not contained in this Agreement. 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 will not be enforceable against either party unless that party has signed the modification or waiver in question.

12. **Non-Refundable:** I understand that the evaluation fee is non-refundable.

IF I HAVE ANY QUESTIONS ABOUT ANY PROVISIONS OF THIS AGREEMENT, I WILL CONSULT A LAWYER BEFORE SIGNING.

Signature: _____
 Print Name: _____
 Address: _____

Email: _____
 Telephone: _____

IF THERE IS MORE THAN ONE WRITER, PRINT AND ATTACH THE NEXT PAGE WITH SIGNATURES OF ALL CO-WRITERS. OTHERWISE, END HERE.

TITLE OF SUBMITTED MATERIAL: _____

CO-WRITERS, IF ANY:

1. Signature:

Print Name:

Address:

Email:

Telephone:

2. Signature:

Print Name:

Address:

Email:

Telephone:

3. Signature:

Print Name:

Address:

Email:

Telephone: