Tashtego
films

SCRIPT/TREATMENT SUBMISSION RELEASE FORM

Please review this form carefully and fax a signed copy to 212-260-3476, or mail to:

Tashtego Films
11 West 10th Street
New York, NY 10011

TITLE OF WORK SUBMITTED _____
NO. OF PAGES _____ W.G.A. REGISTRATION NO. _____
GENRE _____ COPYRIGHT YEAR _____
TYPE OF WORK (script, treatment, other format) _____
SUBMITTER'S NAME _____
AUTHOR(S) _____
ADDRESS _____
CITY _____STATE _____ZIPCODE _____
PHONE _____
EMAIL ADDRESS _____

1) You, the undersigned, are submitting to TASHTEGO FILMS, subject to the terms and conditions set forth herein, the written material (the "Material") described above.

2) You understand and acknowledge that TASHTEGO FILMS, its associated companies and employees are continuously developing and creating their own ideas and materials, that employees of TASHTEGO FILMS may currently be working on, or previously have worked on, ideas or materials similar to the Material; and that TASHTEGO FILMS may have received, or may someday receive from others, ideas or materials similar to the Material.

3) You understand and acknowledge that TASHTEGO FILMS may currently have or previously have had access to and/or may independently create or have created ideas, themes, plots, formats and/or materials that may be similar or identical to the ideas, themes, plot, formats or other elements of the Material now being submitted by you. You agree that you will not be entitled to any compensation by reason of the use by TASHTEGO FILMS of such material and that TASHTEGO FILMS shall have no obligation to you with respect to the Material.

4) You agree that you have retained a copy of this Release and the Material, and that you release TASHTEGO FILMS from liability for loss or damage of the Material. TASHTEGO FILMS's review of the Material constitutes TASHTEGO FILMS's acceptance of the terms and conditions set forth herein and TASHTEGO FILMS shall have relied upon your agreement herein in considering your Material for review.

(More)

5) You warrant that you are the sole owner(s) and author(s) of the Material, that you have the full right and authorization to submit the Material and that no other person or entity, unless disclosed to TASHTEGO FILMS by you in writing, has or shall have any right, title or interest in or to the Material. You also acknowledge that TASHTEGO FILMS suggests and recommends you register the Material with the Writer's Guild of America (WGA).

6) No submission of Material will be accepted from you on the basis of a confidential relationship, nor shall any such submission by you to TASHTEGO FILMS be deemed a confidential communication. TASHTEGO FILMS agrees to use reasonable efforts to keep the Material confidential. All rights and remedies arising out of a submission shall be limited to those rights and remedies existing under copyright or trademark laws of the United States.

7) This Submission Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Submission Release must be in writing, signed by both parties. The invalidity of any provision hereof is not to affect the remaining provisions.

8) You acknowledge and agree that any and all controversies arising out of or in any way relating to the Material submitted by you to TASHTEGO FILMS, or this Agreement, shall be settled by final and binding arbitration which will take place in the State of New York, pursuant to the rules of the American Arbitration Association. Each party hereby waives any and all rights (whether for damages or for injunctive or other relief) and benefits which you or it might otherwise have or be entitled to under the laws of the State of New York to litigate in court any dispute, it being the intention of the parties to arbitrate all disputes in accordance with the provision of this Agreement.

9) You understand and acknowledge that any part of the Material which is not novel or original and not legally protected may be used by TASHTEGO FILMS without any liability on its part to you and that nothing herein shall place TASHTEGO FILMS in any different position with respect to such non-novel or non-original Material by reason of such use than a member of the general public.

10) You understand and acknowledge that the evaluation provided by TASHTEGO FILMS are the results of a subjective process and as such are open to reasonable disagreement and that TASHTEGO FILMS can refuse any further consideration of the Material.

I (we) agree that the Material I (we) am (are) submitting to TASHTEGO FILMS is under and subject to the conditions set forth above. I represent and affirm that I have read the foregoing in its entirety.

Submitter's Signature _____

Date _____