

**CINECAL ENTERTAINMENT, INC.**  
**SUBMISSION RELEASE**

I am submitting the following screenplay ("the Screenplay") for your consideration. I represent that I am the author of this screenplay, am the lawful owner of the same, and have the full power and authority to submit the same to you.

SCREENPLAY TITLE: \_\_\_\_\_

AUTHOR(S): \_\_\_\_\_

U.S. COPYRIGHT #: \_\_\_\_\_

WGA REGISTRATION #: \_\_\_\_\_

The Screenplay is submitted on the following conditions:

1. I understand that you will be reviewing the Screenplay for possible development. I further understand that you will refuse to accept and evaluate the Screenplay unless the submitter signs this Release (the "Release") defining the conditions of such a submission. I shall retain all rights to submit this or similar material to persons other than you. I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this agreement or by person of my submission to you of the Screenplay.
2. I acknowledge that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like and that many such submissions received by you are similar to or identical to those developed by you or your employees or otherwise available to you. I agree that I will not be entitled to any compensation because of the use by you of any such similar or identical material.
3. I warrant and represent that the Screenplay is my original creation and does not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto. I will indemnify you from any and all claims, loss, or liability (including, without limitation, attorneys' fees) that may be asserted against you, or incurred by you, at any time in connection with the Screenplay, or any use thereof, arising from any breach or alleged breach of these warranties.
4. I request that you read and evaluate said material with a view to deciding whether you will undertake to acquire it.
5. I understand that you will not use the Screenplay for any purpose other than as provided herein unless we hereafter enter into a written agreement for the acquisition of rights therein, and that you shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement.
6. I understand and agree that your use of material containing elements similar to or identical with protectable property contained in the Screenplay shall not obligate you to me in any manner if you shall have independently developed or created such materials independently without reference to the Screenplay or obtained such material from other sources.
7. You agree that if you use or cause to be used any protected material, and provided it has not been obtained from, or independently created by another source, you will pay or cause to be paid to me an amount agreed upon by both parties and stated in the written agreement, and which is comparable to the compensation customarily paid for similar material by producers in the independent film industry.
8. I agree to give you written notice by registered mail of any claim arising in connection with said material or arising in connection with this agreement, within 60 calendar days after I acquire knowledge of such claim, or of your breach or failure to perform the provisions of this agreement, or if it be sooner, within 60

calendar days after I acquire knowledge of facts sufficient to put me on notice of any such claim, or breach or failure to perform; my failure to so give you written notice will be deemed an irrevocable waiver of any rights I might otherwise have with respect to such claim, breach or failure to perform. You shall have 60 calendar days after receipt of said notice to attempt to cure any alleged breach or failure to perform prior to the time that I may file a Demand for Arbitration.

9. In the event of any dispute concerning any alleged wrongful use of the Screenplay or a dispute with reference to this Agreement, its validity or effect, such dispute shall be submitted to binding arbitration in the County of Los Angeles, State of California. Each party hereby waives any and all rights and benefits which he or it may otherwise have or be entitled to under the laws of the County of Los Angeles, State of California to litigate any such dispute in court, it being the intention of the parties to arbitrate all such disputes. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association.

**If the submitted material is the work of more than one author  
ALL AUTHORS MUST SIGN THIS AGREEMENT.**

I HAVE READ AND AGREED TO THE ABOVE TERMS AND CONDITIONS AND RELEASE TO YOU.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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Address

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Telephone

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Signature

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