



Top Dog Films, Inc.
11111 Santa Monica Blvd.
Suite 1450
Los Angeles, CA 90025
310-625-1143

SUBMISSION RELEASE AGREEMENT

1. I am submitting to you on the _____ day of _____, 200__ herewith the following described material, ideas or creative work (hereinafter referred to as “said Materials(s)”):
 - a. Name of Material _____ Pages _____
 - b. If Applicable, WGA Registration # _____
 - c. If Applicable, Copyright Registration # _____
2. I understand that you have adopted a policy of refusing to accept, consider or evaluate unsolicited material unless the person submitting such material has signed an agreement in form substantially the same as this.
 - a. I specifically acknowledge that you would refuse to accept, consider or otherwise evaluate any material in the absence of my acceptance of each and all of the provisions of this agreement. It is understood that no confidential relationship is established by my submitting the material to you hereunder. I shall retain all rights to submit this or similar material to persons other than you.
3. I request that you examine said material with a view to deciding whether you will undertake to develop said material, and you hereby agree to so examine it.
4. I warrant that I am the sole owner and author of said material, that I have the exclusive right and authority to submit the same to you upon the terms and conditions herein, and that all the essential elements of said material are summarized herein. I agree to indemnify you against any liabilities, losses, claims, demands, cost (including reasonable attorney’s fees), or expenses arising in connection with any breach or alleged breach of the foregoing.
5. I agree that nothing contained in this agreement nor the fact of my submission of said material to you shall be deemed to place you or any person or entity to whom you show said material in any different position than anyone else to whom I have not submitted same material with respect to any portion of said material which does not constitute protect able literary property.
6. I recognize that you have access to and/or may create or have created literary materials and ideas which may be similar (including but not limited to plays or screenplays) to said material in them, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by you or any such client or may have come to you or such client from any other independent source.
7. Unless you obtain adequate protection in advance, you will refuse to consider the submitted material. The protection for you must be sufficiently broad to protect you, your related corporations, and you and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you include each and all of the foregoing.
8. I agree that no obligation of any kind is assumed or may be implied against you by reason of your review of said material or any discussions or negotiations we may have, except

pursuant to an express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

9. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the said material or by reason of any claim now or hereafter made by me that you have used or appropriated the said material, except for fraud or willful injury on your part.
10. Either party to this agreement may assign or license to any person, firm or corporation whomsoever, its or his rights hereunder, but such assignment or license shall not relieve such party of his or its obligations, hereunder. This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licenses and clients and all such heirs, successors, representatives, assigns, licensees and clients shall be deemed to be third party beneficiaries under this agreement.
11. I have retained at least one copy of said material, I hereby release you of and from any and all liability for loss of, or damage to, the copies of said material submitted to you hereunder.
12. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement states our entire understanding with reference to this 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.
13. Should any provision or part of any provision be void or unenforceable, such provision of 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 purpose hereof.

AGREED TO AND ACCEPTED BY:

Signature _____
Print Name _____
Address _____
City, State, Zip Code _____
Telephone _____
Email _____

AGREED TO AND ACCEPTED BY:

Top Dog Films, Inc.

By: _____
Maria A. Miller, President

Date: _____