

jarrettcreative

SUBMISSION AGREEMENT

In consideration of your examining said material, I hereby represent, warrant, acknowledge and agree as follows:

1. I am either the author or owner of all rights to said material, or the duly authorized agent of the lawful owner of said material; and that I have full power and authority to submit said material to you on terms and conditions hereof, each and all of which shall be binding not only on me but any and all persons for whom I am acting. This agreement shall inure to your benefit and to the benefit of your parent, subsidiary and affiliated corporations and their, and each of their, officers, employees and agents.
2. Said material has been, and is hereby, submitted with the understanding that you will not use the same or any part thereof unless either: (a) you shall hereafter enter into a written agreement with the lawful owner of the material or rights involved for the acquisition of rights therein, it being understood that in no event shall any agreement be implied in fact or in law; and that you shall not become obligated to pay anything to me or any other person, firm corporation in the absence of such written agreement executed by you; or (b) you shall determine in good faith that you have the right to use all or any part of the material without obtaining clearance, either because the material so used is not new or novel, or is in the public domain, or otherwise not legally protected or protectible, or was not reduced to concrete form, or was obtained by you from other sources, including your own employees, or for any other reason, it being understood and acknowledged that this submission is not being made in confidence.
3. Should you proceed under 2(b) above, and should I dispute your right to do so, I undertake the entire burden of proof of originality, access, copying and all other elements necessary to establish your liability, and agree that my submission of said material shall not give rise to a presumption or inference of copying or taking, or a presumption or inference that anyone, other than the particular individual to whom such material is delivered by me, had access to the material or examined the same.
4. Should I bring any action against you for wrongful appropriation of said material or any part thereof, such action shall be limited to an action at law for damages, which shall in no event, under any theory, exceed the fair market value of the material on the date hereof, and I specifically waive statutory damages and attorneys' fees under Sections 504 and 505 of Title 17 of the U.S. Code, 1976, and agree that I shall in no event seek or be entitled to an injunction or any other equitable relief. Should I be

unsuccessful in any such action, I assume and agree to pay, upon demand, all costs and expenses entailed in defending or contesting such action, including all court costs, costs of discovery and depositions, attorneys' fees, and the fees or charges of any experts engaged by you to ascertain originality, public domain status or any other facts or factors deemed necessary or advisable by you in the defense of such action. As a condition precedent to any such action, I will give you written notice of my contention that you have no right to proceed under 2(b) above, stating the particulars in complete detail; and any such action shall be, and is hereby, waived and barred unless filed within six months after your first public release or use of the material, or 30 days after you notify me in writing that you deny liability to me, whichever is earlier.

5. You may, but shall not be obligated to, return my material to me, and shall not be liable in any way if it is lost, misplaced, stolen or destroyed.

If the foregoing is in accordance with your understanding regarding the Material, please sign in the space below.

Very truly yours,

AGREED TO AND ACCEPTED:

Print Name:

Company (if applicable): Its:

Address:

Phone:

Date:

SCHEDULE 1- IDEA SUMMARY

Please indicate (circle) form of material submitted:

Outline	Script	Cassette	Brochure
	Transcript	Book	
Film			E-mail
Other	Videotape		

TITLE OF MATERIAL SUBMITTED:

SUMMARY OF MATERIAL SUBMITTED (be specific):

Submitter (s): Please initial here:
