



SUBMISSION RELEASE FORM

In consideration for Adler & Associates Entertainment, Inc. 8721 Santa Monica Blvd., # 312, West Hollywood CA. 90069 (Hereinafter referred to as "A&AEI") potential review of my submissions and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I am hereby submitting to A&AEI herewith the following materials (the "Materials") for your evaluation on the terms set forth below.

TITLE OF MATERIALS: _____

FORM OF MATERIALS: (check appropriate line and describe)

____ (DVD/Internet Link) _____

____ Verbal / Story Meeting / Teleconference: _____

____ Written (indicate format): _____

1. I understand that A&AEI will be evaluating the Materials as a basis for potential involvement as a sales representative, distributor and/or assistance in a production relating thereto. I further understand that you have adopted the policy of refusing the submission of creative materials for evaluation unless the submitter signs an agreement defining the conditions of such a submission. I enter into this agreement (the "Agreement") with the express understanding that you will evaluate the Materials solely and completely in reliance upon this Agreement and my covenants, warranties and releases herein. I specifically acknowledge that you would refuse to consider evaluating the Materials in the absence of my acceptance of each and every provision of this Agreement and further acknowledge that no fiduciary relationship is established by my submission of the Materials to you or your acceptance and evaluation of the same. All materials submitted will be kept confidential.
2. I warrant and represent that (i) I am the sole copyright owner of the Materials and all elements thereof, (ii) the Materials do not violate any copyright, proprietary rights and/or other rights of any person or entity, and (iii) no third party has any rights, title or interest therein or thereto. I agree to indemnify you and hold you harmless from and against all loss, liability, damage and expense (including reasonable attorneys' fees) arising from any and all claims, demands, actions or suits relating to my submission of the Materials to you.



3. I understand that you are not obligated and shall not become obligated to pay anything to me or any other persons, firm or corporation in connection with the Materials being submitted unless we hereafter enter into a written agreement which expressly provides otherwise.
4. I understand and acknowledge that A&AEI and your clients, associates and affiliated organizations (“Clients”) are engaged in film and video productions and that you or your Clients may now or in the future develop or otherwise be involved with projects that are similar to the Materials with respect to genre, story line, plot, elements, characters, dialog and/or other aspects. I further understand and agree that your or your Clients’ use of material containing elements similar to or identical with the Materials shall not obligate you or your Clients to me in any manner unless the Materials are re-used and infringed by identical or virtually identical copying. I hereby forever and irrevocably waive and release A&AEI and its Clients from any and all claims, known or unknown, relating to the Materials in the nature of unfair competition, breach of contract, breach of implied contract, so-called “moral rights” or on any other legal theory whatsoever including without limitation copyright infringement except for claims of infringement based on unauthorized re-use in the form of identical or virtually identical copying of the Materials. I expressly waive any rights under the provisions of California Civil Code Section 1542, or any similar law, which provides as follows: “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.” I hereby acknowledge and agree that there are no agreements or understandings relating to the Materials except as expressly set forth in this Agreement.
5. I understand that any dispute concerning your or your Clients’ alleged unauthorized use of the Materials, or arising out of or with reference to my submission of this Agreement, its validity, construction, or performance (“Dispute”) shall be submitted to arbitration for determination as provided in Paragraph 8, below. If the arbitrators determine that you or your Clients infringed my rights in the Materials, I agree that the amount of any award to me shall not exceed the consideration normally paid by you for the use of similar material or an amount equal to the fair market value of such use as of the date of this Agreement. I expressly waive any right to seek or obtain an injunction or other equitable relief in connection with any Dispute and I covenant not to take any action inconsistent with such waiver. I have retained



at least one copy of the Materials, and I hereby release you and your Client of all liability for loss, of, or damage to, the copy or copies of said Materials provided to you.

6. This Agreement shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees, and A&AEI's Clients are a third-party beneficiary of this Agreement. I hereby state that I have read and understand this Agreement, that no oral representations of any kind have been made to me, and that this Agreement states our entire understanding with reference to the subject matter hereof. Should any provision or part of any provision of this Agreement be found to be void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects the parties' intent as expressed herein. As so modified, this Agreement shall remain in full force and effect, This Agreement shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions.
7. I understand that whenever the word "you" or "your" is used above, it refers to (1) Adler & Associates Entertainment, Inc., (A&AEI) (2) any company affiliated with you by way of common stock ownership or otherwise, (3) your subsidiaries, (4) subsidiaries of such affiliated companies, (5) any firm, person or corporation to whom you are leasing production facilities, (6) clients of any subsidiary or affiliated company of yours, and (7) the officers, agents, servants, employees, stockholders, clients, successors and assigns of you, and of all such person, corporations referred to in (1) through (6) hereof. If said material is submitted by more than one person, the word "I" shall be deemed changed to "we," and this agreement will be binding jointly and severally upon all the persons so submitting said material.
8. In the event of any dispute concerning said material or concerning any claim of any kind or nature arising in connection with said material or arising in connection with this agreement, such dispute will be submitted to binding arbitration. 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 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. The arbitration shall be conducted in the



County of Los Angeles, State of California, and shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association. The arbitrators' award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.

9. I agree that if I use or cause to be used any protected material provided it has not been obtained from, or independently created by, another source, I will pay or cause to be paid to you an amount which is comparable to the compensation customarily paid for similar material.
10. 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.
11. Either party to this Agreement may assign or license its or their rights hereunder, but such assignment or license shall not relieve such party of its or their obligations hereunder. This Agreement shall inure to the benefit of the parties hereto and their heirs, successors, representatives, assigns and licensees, and any such heir, successor, representative, assign or licensee shall be deemed a third party beneficiary under this agreement.
12. I hereby acknowledge and agree that there are no prior or contemporaneous oral agreements in effect between you and me pertaining to said material, or pertaining to any material (including, but not limited to, agreements pertaining to the submission by me of any ideas, formats, plots, characters, or the like). I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by both you and me, and then your and my rights and obligations shall be only such as are expressed in said formal written agreement.



13. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof omitted shall remain in full force and effect.
14. This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein.
15. I have read and understand this Agreement and no oral representations of any kind have been made to me and 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 signed by both of us.

Owner's Name

Owner's Address

Owner's Signature

Date

Owner's Phone #

Owner's Email