

## SUBMISSION FORM AND RELEASE

To: The Levin Agency  
8484 Wilshire Boulevard, Suite 750  
Beverly Hills, California 90211

Re: Screenplay or Other Written Material entitled: “\_\_\_\_\_” (the “Material”)

Ladies and Gentlemen:

I am submitting to The Levin Agency, Inc. (together with its successors and assigns, the “Company”) concurrently with this Screenplay Submission Form and Release (this “Submission Form”) a copy of the Material, and agree to be bound by the following terms and conditions:

1. I am interested in having the Company evaluate the Material. I know that because of the Company’s stature in the industry that the Company receives many screenplays, treatments, ideas, stories, formats, and suggestions for screenplays or other projects. As a consequence thereof, I understand that the Company cannot read, accept, and evaluate the Material unless I sign and return this Submission Form. I further understand that Company may discuss the Material with its affiliates, partners, employees, agents or contractors (together with the Company, collectively, “Company Parties”) in order to evaluate the Materials overall production potential.
2. I represent and warrant that I am the Material’s author; that I am sole owner of the right, title and interest in and to the Material; that I have the authority to execute this Submission Form and to submit the Material to the Company; that the Material does not infringe upon a third party’s copyright; and that the Material does not violate anyone’s right of privacy and it is not defamatory. I further represent that I have retained a copy or original of the Material and that the Company shall have no obligation to return the Material to me or otherwise preserve the Material. I agree to defend, indemnify and hold the Company Parties harmless from any claims, losses, judgments, and expenses (including reasonable attorneys’ fees) that are incurred by the Company Parties due to my breach of the aforementioned warranties or the other terms of this Submission Form or otherwise resulting from my submission of the Material to the Company.
3. I understand that the Company may create screenplays and other materials in-house and, as such, the Company may be developing a screenplay or other material that is similar to the Material. Furthermore, I am also aware that a third party (including, without limitation, any Company Party) may submit a screenplay or other material to the Company that is similar to mine, which the Company may decide to acquire and produce. Accordingly, I agree that the Company may produce said similar screenplays or other materials that were independently created by the Company or a third party, without any obligation to me of any kind.
4. I agree that all or any portion of the Material that may be freely used by the public (including, without limitation, because it is not protected under copyright or any other applicable law or is in the public domain) may be utilized by any Company Party in any manner and without any obligation to me of any kind. Any such portion of the Material shall be referred to herein as the “Unprotected Material”, and any portion of the Material that is not Unprotected Material shall be referred to herein as the “Protected Material”. If the Company desires to use any Protected Material, I and the Company shall negotiate a separate written agreement regarding the Company’s use of the Protected Material and compensation to me therefor; provided, that under no circumstances shall the Company be obligated to use any of the Protected Material, and such agreement may be negotiated and entered into, if at all, in the sole and absolute discretion of the Company.
5. I acknowledge that no fiduciary or confidential relationship now exists or will ever exist between me and any Company Party by reason of this Submission Form or the submission of the Material to the Company unless otherwise expressly agreed to in writing by the applicable Company Party without any obligation to do so.
6. This Submission Form shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein.
7. In the event of any dispute concerning the Material or concerning any claim of any kind or nature whatsoever, arising in connection with the Material or arising in connection with this Submission Form, such dispute will be submitted to arbitration. I hereby waive any and all rights and benefits, which I may otherwise have or be entitled to under applicable law to litigate any such dispute in court, it being the intention to arbitrate, according to the

provisions hereof, all such disputes. Either the Company or I 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 any court of competent jurisdiction may enforce binding and a judgment upon the award. The prevailing party in any arbitration or other action to enforce or interpret this Submission Form shall be entitled to recover its reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the same.

8. If all or any provision of this Submission Form is determined to be invalid or unenforceable to any extent, then the remainder of this Submission Form, or the application of such provision to such circumstances other than those to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be enforced to the maximum extent permitted by applicable law (it being acknowledged and agreed that the authority making such determination shall, to the maximum extent permitted by applicable law, apply the provision of this Submission Form at issue so as to give maximum effect to the intentions of this Submission Form).
9. I hereby state that I have read and understand this Submission Form, no representations, warranties or covenants have been made to me by any Company Party except as expressly set forth herein, and this Submission Form represents the entire understanding I have with the Company with respect to the subject matter hereof. Any modification or waiver of any of the provisions of this Submission Form shall not be binding on the Company unless in writing signed by an authorized representative of the Company.

**ACKNOWLEDGED AND AGREED TO BY:**

Signature: _____	Address: _____
Print Name: _____	Telephone: _____
Date: _____	E-Mail: _____
WGA Registration No. of Material (if applicable): _____	
Copyright Registration No. of Material (if applicable): _____	