

MIGHTY GIRL PRODUCTIONS
11111 SANTA MONICA BLVD. SUITE 1840
LOS ANGELES, CA 90025

Date: _____

Gentlepersons:

I am submitting to you herewith and under the terms and conditions stated herein the following screenplay (hereinafter referred to as the "Screenplay"):

TITLE: " _____ "

BRIEF SUMMARY OF THEME OR PLOT:

WGA REGISTRATION NO. _____ NUMBER OF PAGES: _____

1. I acknowledge that because of your position in the entertainment industry you receive numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like, and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or your employees or to those otherwise available to you. Further, I acknowledge that you have adopted the policy, with respect to unsolicited submission of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially the same as this. Accordingly, I acknowledge that you would refuse to accept, consider or otherwise review the Screenplay in the absence of my acceptance of each and all provisions of this agreement ("Agreement"). 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 reason of my submission to you of the Screenplay.
2. In consideration of my execution of this Agreement, you agree to cause, within a reasonable time, the Screenplay to be reviewed and to determine whether you are interested in acquiring the any or all rights in and to the Screenplay. I acknowledge that you have no obligations to me except as in this Agreement set forth, and that no other obligations exist or shall exist or shall be deemed to exist. I further acknowledge that at this time you have no intent to compensate me in anyway and I have no expectation of receiving any compensation.
3. In the event that you are interested in acquiring any or all of the rights in the Screenplay, I will agree to negotiate with you in good faith with respect to your acquisition of such rights. In this connection, I understand that you may not elect to acquire any rights in the Screenplay.
4. I warrant that I am the sole owner and author of the Screenplay and that I have full right to submit it to you upon the terms and conditions stated herein. I will indemnify you from and against any and all claims, expenses, losses or liabilities (including reasonable 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.
5. I acknowledge that materials developed by you may contain similarities to the Screenplay. I hereby waive and agree that I will never make any claim or demand or bring any action against you in connection with the use of the Screenplay. In this connection, I hereby release and absolutely and forever discharge you of and from any and all claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which I now have, or at any time heretofore ever had or which I may have in the future, against you which in any way arise out of or in connection with the Screenplay.
6. I hereby acknowledge that I am familiar with Section 1542 of the Civil Code of the State of California, which section reads 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 must have materially affected his settlement with the debtor.”

7. Therefore, I hereby waive and relinquish any and all rights and benefits which I have or may have under Section 1542 of the Civil Code to the full extent that I lawfully may waive and relinquish any and all such rights and benefits.

8. Any dispute concerning this Agreement, including, without limitation, the validity or effect of this Agreement shall be litigated in the courts located in the County of Los Angeles, State of California, and both parties consent to the jurisdiction and venue of such courts, and agree not to initiate any action against the other elsewhere. At your sole election, any such dispute may be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the rules and regulations of the American Arbitration Association then in effect, provided that said arbitration shall be heard before a single arbitrator, selected pursuant to said rules and regulations. Said arbitrator shall be well acquainted with the entertainment business in the County of Los Angeles. The arbitrator’s decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. The prevailing party shall be entitled to recover from the losing party, in addition to all other relief to which it may be entitled, its costs and expenses, including, without limitation, actual attorneys’ fees and the costs of expert witnesses. In the event of any dispute concerning this Agreement, my sole remedy shall be to seek damages and in no event shall I be entitled to seek injunctive or other equitable relief or undertake any legal efforts to restrict the exploitation of the Screenplay.

9. I have retained a copy of the Screenplay, and I release you from any liability for loss or other damage to the copy or copies submitted by me. I understand that your returning the Screenplay to me shall not terminate or affect any rights or obligations under this Agreement. You shall have the right, but not the obligation, to retain a photocopy of the Screenplay for your files.

10. The word “you” or “your” in this Agreement refers to Mighty Girl Productions and any parent company, any company affiliated with it by common stock ownership or otherwise, its subsidiaries, subsidiaries of such affiliates, any person, corporation, or entity to which it is leasing production facilities, or for which it acts as a distributor or furnishes financing, and the officers, agents, servants, employees, stockholders, licensees, successors and assigns of it, including, without limitation, and all such persons, corporations, and entities referred to in this paragraph. If said material is submitted by more than one person, the word “I” shall be deemed changed to “we” (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons.

11. Any provision or part of any provision which is void or unenforceable 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 times be construed so as to carry out the purposes stated herein.

12. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein.

13. I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to said material; and that this Agreement states our entire understanding.

Signature

Address

Print Name

Tel No.

ACCEPTED AND AGREED TO:

MIGHTY GIRL PRODUCTIONS