



PROPERTY RELEASE FORM

Dear ScriptBird,

1. I, _____, am submitting to you herewith the following material (hereinafter referred to as 'said material'):

TITLE: _____

FORM OF MATERIAL (e.g. screenplay, teleplay, novel, etc):

NUMBER OF PAGES: _____

WGA REGISTRATION NO.(if any): _____

COPYRIGHT REGISTRATION (if any): _____

2. I represent and warrant that I am the sole owner and author of said material, that I have the exclusive right and authority to submit and/or convey the same to you upon the terms and conditions stated herein. I agree to indemnify you and your employees from any and all claims, losses or liabilities (including reasonable attorney's fees) that may be asserted against you or any of your employees or incurred by you or your employees at any time in connection with said material, or any use thereof, in connection with any breach or alleged breach of the foregoing representations and warranties.

3. I agree that any part of said material which does not in itself constitute protectable literary property may be used by you or any of your employees without any liability to me, and that nothing in this agreement nor the fact of my submission of said material to you shall be deemed to place you in any different position than any member of the public with respect to such material.

4. I understand that you receive numerous submissions and that you have access to and/or may create or have created literary material, formats, stories, and the like, and that many such submissions received by you are similar or identical in theme, idea, plot or other respect to those developed by you or your employees or otherwise available to you. I agree that I will not be entitled to

any compensation because of the use by you of any such similar or identical material.

5. I understand that you have adopted the policy, with respect to the submission of creative material, of refusing to accept, consider or evaluate material unless the person submitting such material has signed an agreement in a form substantially the same as this agreement. I specifically acknowledge that you would refuse to accept, consider, or otherwise evaluate my material in the absence of my acceptance of each and all of the provisions hereof. I shall retain all rights to submit this or similar material to persons other than you. I understand that no confidential relationship is established by my submitting said material to you hereunder or by reason of this agreement between us.

7. In the event of any dispute concerning any alleged use of said material (e.g. whether you have used legally protectable portions thereof), or any other dispute arising out of or in connection with said material or with reference to this agreement, its validity, construction, performance nonperformance, operation, breach, continuance or termination such dispute shall be submitted to arbitration. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes. The arbitration shall be conducted in the County of Los Angeles, State of California and except as herein expressly provided otherwise, the arbitration shall be a person experienced and knowledgeable in the entertainment industry. The arbitrators' decision shall be controlled by the terms of this agreement, and I agree that the amount of any award shall be an amount which is comparable to the compensation normally paid by you for similar material or an amount equal to the fair market value thereof as of the date of this agreement, which is greater.

8. I have retained at least one copy of said material, and 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.

9. I enter into this agreement with the express understanding that you agree to read and evaluate said material in express reliance upon this agreement and my covenants, representations, and warranties contained herein, and that in absence of such an agreement, you would not read or evaluate said material.

10. Except as otherwise provided in this agreement, I hereby release you from any and all claims, demands, losses, liabilities, of every kind whatsoever (including reasonable attorneys' fees) 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.

11. I hereby state that I have read and understood this agreement and that no oral representation of any kind has been made to me, and that this agreement states our entire understanding with reference to the subject matter hereof.

12. If more than one party signs this agreement as submitter, then reference to "I" and "me" throughout this agreement shall apply to each such party, jointly and severally, and each agrees to be liable, jointly and severally, for all obligations under this Agreement.

13. This agreement shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein.

Very truly yours,

Signature

Print Name

Date: _____

Received by:

Amanda Sloane Murray
ScriptBird