

MY Entertainment Submissions Release

Name: _____

Address: _____

Phone # _____ Email: _____

I am currently submitting to My Tupelo Entertainment LLC d/b/a My Entertainment ("you/your") with this agreement the following materials ("Material"):

Title:

Nature of the Material (treatment, outline, "teaser tape", etc.):

Number of pages (including title and all other elements):

I understand and agree that:

There is a possibility that the Material may be identical with or similar to material which has or may come to you from other sources. Unless you can obtain adequate protection in advance, you will refuse to consider submitted material. The protection for you must be sufficiently broad to protect you, your related corporations, and your and their employees, agents, licenses and assigns and all parties to whom you submit material. Therefore, all references to you includes each and all of the foregoing.

As an inducement to you to examine the Material, and in consideration of you so doing, I represent, warrant and agree as follows:

1. The Material is submitted by me voluntarily, on an unsolicited basis, and not in confidence and no confidential relationship is intended or created between us by reason of the submission of the Material. Nothing in this agreement, nor the submission of the Material, shall be deemed to place you in any different position from any other member of the public with respect to the Material. Accordingly, any part of the Material which could be freely used by any member of the public may be used by you without liability to me.

2. I acknowledge that at this time you have no intent to compensate me in any way and I have no expectation of receiving any compensation. I understand and agree that your use of material containing features or elements similar to or identical with those contained in the submitted Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine that you have an independent legal right to use such other material which is not derived from me (either because such material's features or elements were not new or novel, or did not originate with me, or were or may hereafter be independently created and submitted by other persons, including your employees).

3. I represent and warrant that I own the Material free of all claims or encumbrances, and that I have the exclusive right to offer all rights in the Material to you. If any of the Material is based on another published work ("Underlying Material"), I will so indicate to you in writing and I agree that you may use any portions of the Underlying Material fully and without negotiating with me (except to the extent that I own or have contractual rights to the Underlying Material) as the basis for an audiovisual project.

4. I agree that no obligation of any kind is assumed or may be applied against you by reason of your consideration of the submitted Material or any discussions or negotiations we may have with respect thereto, except pursuant to an express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

5. I have retained at least one copy or duplicate of all Material submitted to you, and I assume full responsibility for any loss of the submitted material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise.

6. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Material, except for fraud or willful injury on your part.

7. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.

8. This agreement represents our entire agreement. No statements or representations have been made except those expressly stated in this agreement. This agreement may be modified only by a subsequent written agreement signed both by you and me.

9. This agreement shall be governed by the laws of New York. Any action I may have against you must be brought within nine (9) months after the execution of this agreement, or else the right to bring such action shall be deemed waived.

10. You may freely assign your rights under this agreement.

11. If more than one party signs this agreement as submittor, then references to "I" or "me" throughout this agreement shall apply to each party, jointly and severally.

Signature: _____ Date: _____