

## **Script-Tonic Release Form**

I am currently submitting to you with this Agreement my material entitled  
\_\_\_\_\_ (hereinafter called the "Material")

I agree and understand that:

1. Because of your position in the entertainment industry: (a) you receive many ideas, formats, stories, suggestions and other materials which you do not solicit or otherwise request; (b) you generally do not accept, consider or review unsolicited material unless the person submitting the material has signed this Agreement; (c) you would not accept, consider or review the material if I did not sign this Agreement; and (d) no confidential relationship is established by my submitting the Material to you.
2. You will not be held responsible if the Material is accidentally lost, misplaced, damaged or destroyed, in whole or in part.
3. You will review the Material within a reasonable time after you receive a copy of this agreement which I have electronically or manually signed and submitted to you.
4. I am not waiving, and this Agreement will not limit, my copyright in the Material. I understand that you may use in any fashion: (a) any matter which is independently developed by you or your employees or which is otherwise made available to you and which contains elements or aspects which are similar to literary property contained in the material and/or (b) any elements or aspects of or (c) matter contained in the Material which is not original with me, new, unique, concrete and novel and/or which is in the public domain. I will not sue you or bring any action or proceeding against you if you use any such matter, not for your failure to compensate me for your use of the Material if you have not agreed in writing to do so, and you are entitled to an injunction or other equitable remedy if such a suit, action or proceeding is brought.
5. I hereby represent and warrant that: (a) I have full right to submit the Material to you and to comply with the Agreement; and (b) the description of the Material included in this form is complete. I will fully reimburse you if you incur any losses, damages or expenses (including, without limitation, lawyers' fees and expenses) because any or all of these statements I made in this paragraph are not true, or because any person, firm or corporation claims that any or all of those statements are not true, or as a result of your having or using the Material.
6. If more than one party submits this Agreement as the submitting party, then references to "I" or "me" throughout this Agreement shall apply to each such party, jointly and severally.
7. I have read and understand this Agreement. You have made no representations, oral or written, of any kind to me. This Agreement states our entire agreement.

8. This Agreement shall be governed by the laws of California applicable to agreements made and to be performed wholly therein. The courts located in Los Angeles, California (federal or state, as applicable) shall have exclusive jurisdiction over all disputes arising hereunder.

Yours very truly,

Name: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_