



NATPE 2010 PITCH PIT SUBMISSION RELEASE AGREEMENT



Date: _____

Name: _____

NATPE 5757 Wilshire Boulevard, Penthouse 10, Los Angeles, CA 90036

TO WHOM IT MAY CONCERN:

1. In connection with your "Pitch Pit" event (the "Event") at the NATPE 2010 LATV Fest in Los Angeles, California, I am submitting to you herewith the following described material, ideas, suggestions, themes, plots, stories, characters, dialogue, titles or creative work whether in writing or not in writing (hereinafter referred to as "said material(s)."
2. I understand that you do not purchase literary properties. I further understand that you have adopted the policy of refusing to accept, consider or evaluate unsolicited material for the Event unless the person submitting such material has signed an agreement in form substantially the same as this I specifically acknowledge that you would refuse to accept, consider, evaluate or otherwise include any material in the Event in the absence of my acceptance of each and all of the provisions of this agreement. It is understood that no confidential or fiduciary relationship now exists between you and me and I further acknowledge that no such relationship is established by my submitting the material to you hereunder or by reason of this agreement. I shall retain all rights to submit this or similar material to persons other than you.
3. I request that you examine said material with a view to deciding whether you will include said material among materials submitted to the Event.
4. I represent and warrant that I am the sole owner and/or author of all rights, title, and interest of said material, that I have the exclusive unconditional right and authority to submit the same to you upon the terms and conditions stated herein without the consent of any other party, that no third party is entitled to any payment or other consideration as a condition of the exploitation of said material, and that all of the elements of said material are summarized herein. I agree to indemnify you (or anyone participating in the Event or in the audience) against any liabilities, losses, claims, demands, costs (including reasonable attorney's fees), or expenses arising in connection with any breach or alleged breach of the foregoing. I represent and warrant that said material(s) does not and will not infringe upon or violate any copyright of, or to the best of my knowledge after reasonable inquiry, infringe upon or violate the right of privacy or any other right of any person.
5. I recognize that you and your officers, directors, agents, representatives, members and conference attendees have access to and/or may create or have created literary materials and ideas which may be similar or identical to said material in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created or developed by you or any such client or employees or otherwise available to you or may have come to you or such client from any other source.
6. Such similarity discussed in Paragraph 5 above, in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the submitted material. The protection for you must be sufficiently broad to protect you, your related corporations, and you and their employees, agents, licensees, successors and assigns and all parties to whom you submit material. Therefore, all references to you include each and all of the foregoing.
7. I agree that no obligation or duty of any kind is assumed or may be implied against you by reason of your review of the said material. I acknowledge that I will be pitching my Materials in a public forum and that an audience member may inadvertently or intentionally make an unauthorized use of such Materials. I agree that you have assumed no obligation or duty of any kind with respect to the actions of such audience member.
8. You may use without any obligation or payment to me for the use of any elements of said material which is not protectable under the laws of copyright including but not limited to ideas, historical or factual matters or other public domain elements or aspects of said material, or which a third person would be free to use if such third person received the material from any lawful source or had not been the subject of any agreement with such person, or which is in the public domain. Any of said material, in accordance with the proceeding section, shall be defined as unprotected material. The foregoing shall apply whether or not you have obtained such ideas and/or other public domain elements from other sources.
9. You agree that if you cause to be used any legally protectable portion of said material, provided it has not been obtained from, or independently created by, another source, or is defined as unprotected material, you will pay or cause to be paid to me an amount which is comparable to the compensation normally paid for similar material or an amount equal to the fair market value thereof as of the date of this agreement, whichever is greater.
10. If we are unable to agree to said amount, or in the event of any dispute concerning any alleged use of said material (e.g. whether you have cause to be 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, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to binding 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. Either party (either you or I) may commence arbitration proceedings by giving the other party written notice thereof and in such notice designating one arbitrator. Within twenty (20) days after receipt of such notice, the other party shall designate in writing another arbitrator. If the other party shall fail or refuse, for whatever reason, to select a second arbitrator within twenty (20) days, as aforesaid, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy. The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within ten (10) days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association. Each of the arbitrators shall be a person experienced and knowledgeable in the entertainment industry. The arbitrators, when appointed, shall



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promptly determine the controversy by majority vote and such determination shall be final and each of the parties shall be bound thereby. 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 governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association. 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 for similar material, or an amount equal to the fair market value thereof, as of the date of this agreement, whichever is greater. Such decision shall provide for each party to bear his or its own costs of arbitration and attorney's fees. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.

11. Except as otherwise provided in this agreement, I hereby release you of and from any and all losses, claims, demands, liabilities and expenses (including reasonable attorney's fees and costs) of every kind whatsoever, known or unknown, 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.

12. Either party to this agreement may assign or license to any person, firm or corporation whomsoever, its or his rights hereunder, but such assignment or license shall not relieve such party of his or its obligations hereunder. This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licensees and clients shall be deemed to be third party beneficiaries under this agreement.

13. I have retained at least one copy of said material, you are not obligated to return my material to me, 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.

14. I agree to permit NATPE to follow up with me periodically to track my progress in relation to attending said event.

15. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement states our entire understanding with reference to this subject matter hereof. I further agree that no other obligation exists or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by both you and me, and then your and my rights and obligations shall be only such as are expressed in said formal written agreement. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.

16. I understand that while NATPE makes every effort to ensure the continued participation of confirmed Pitch Pit Catchers, occasionally Catchers will cancel and NATPE makes no guarantee as to the continued participation of confirmed Catchers.

17. Should any provision or part of any provision be void or unreasonable, such provision or part thereof 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 all times be construed so as to carry out the purposes hereof.

Very truly yours,

Signature of Pitch Attendee

Date

Company

Print Name

Address

City, State & Zip

E-mail Address and Phone Number