



SUBMISSION RELEASE

Date: \_\_\_\_\_, 20\_\_\_\_

To Whom It May Concern:

You have indicated that you wish to submit to Studio Center Corporation ("Company"), a Virginia corporation, certain ideas, suggestions, proposals, marketing or promotional plans, program formats, treatments or other ideas in written, video or verbal form (collectively, the "Idea"). By signing this letter below and returning it to us, you confirm that you have read this release concerning our acceptance of the Idea for review, and you also accept and agree to be bound by the terms of this letter.

The Idea should be summarized in detail on the attached Exhibit A and submitted with this executed letter.

The following shall constitute our Agreement with respect to the Idea:

Recitals:

R-1. A detailed summary of the Idea and materials submitted with this Agreement are contained on Exhibit A attached to this Agreement.

R-2. The parties hereto desire to provide for the review of the Idea by Company according to the terms contained herein.

Based upon mutual promises and undertakings stated in this Agreement, the parties hereby agree as follows:

1. Review and Evaluation. Company agrees to use good faith efforts to cause its appropriate employee having the duty of evaluating material of the type now being submitted by you to review your Idea. Company's executives and employees have the right to discuss the Idea with all other executives and employees of Company in their sole discretion. Company is not obligated to return submitted materials to you. You should keep a copy of any materials submitted and not send any materials to Company you consider irreplaceable. Review and evaluation of the Idea by Company does not create any obligation of Company to compensate you. Company agrees to use reasonable efforts to keep the Idea confidential, unless the Idea or any portion of it is otherwise independently known to Company. In the event that Company decides to use the Idea for a proprietary commercial use, Company will enter into a separate agreement with you prior to such use.

2. Scope of Agreement. You acknowledge and agree that this Agreement governs the relationship of the parties regarding the Idea, regardless of whether the Idea or a portion thereof, is submitted to Company contemporaneously with, or prior to, or following, the execution of this Agreement, and applies to any submission of the Idea made to Company by other sources, directly or indirectly, by or through you.

3. Your Representations. You represent and warrant to Company the following:

a. You are the sole and exclusive creator, author and owner of the Idea, and that no one else has any right to the Idea. You warrant that neither the Idea nor any portion of it infringe any copyright, trademark, trade secret, or patent rights, rights of publicity or privacy, or any other proprietary right of any third party. You further warrant that no rights in the Idea have previously been granted to anyone nor has the Idea otherwise been exploited in any way and you believe the Idea and its features to be unique and novel. You acknowledge that Company has and will continue to have the right to contest any and all forms of legal protection relating to the Idea, including, but not limited to, the right to contest copyrights, trademarks, trade secrets, or patents.

c. All aspects and features of the Idea are contained in Exhibit A annexed to this letter and no other materials or descriptions, whether written or verbal, of the Idea have been submitted to company by you.

d. You make the submission of the Idea to company voluntarily and such submission was not solicited by Company.

e. You acknowledge that other persons including Company employees may have developed, conceived, originated, or submitted to Company or to others or made public, or may hereafter originate and submit or make public, material that is similar or identical to the Idea which Company shall have the right to use without restriction, and you understand that you will not be entitled to any compensation because of Company's use of such other similar or identical material.

Company will not make any use of any legally protectable portion of the Idea, not already independently known to Company, unless you and Company have agreed in a writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by Company for similar works from comparable sources.

4. No Agreement as to Use of the Idea. This Agreement simply provides for the evaluation and review of the Idea by Company. You agree and acknowledge that a fiduciary relationship between you and Company regarding the Idea will not exist until written agreement is executed by the parties concerning such use, if ever. You cannot and will not assume or infer from the fact that Company will accept the offer to submit the Idea to Company, that Company regards the Idea, or any part thereof, as novel, valuable or usable. The parties agree that no obligation of any kind is assumed by, or may be implied against, Company unless and until such a use

agreement has been entered into between you and Company.

5. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements, whether written or verbal. Any subsequent modification or waiver of this Agreement must be in writing and executed by both parties. The invalidity of any provision of this Agreement is not to affect the remaining provisions.

6. Release and Indemnification. You, and your managers, executives, employees, shareholders, members, heirs, administrators, executors, successors, and assigns, or any of them, shall do and will at all times sufficiently save, hold harmless and indemnify Company, its managers, members, employees and executives and their successors and assigns, jointly and severally, of and from any and all loss, damage, cost, charge, liability, or exposure, including court costs and attorneys' fees, directly or indirectly arising out of or relating to the Idea or this Agreement.

7. Governing Law and Venue. Any controversy arising out of or in connection with this Agreement, including without limitation any claim that Company has used any legally protectable portion of your Idea in violation of the terms hereof, shall be governed by the laws of the Commonwealth of Virginia, and the parties consent to the jurisdiction of the state and federal courts of Virginia for the resolution of such matters. In the event of such controversy you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of Company's use or intended use of any portion of the Idea. You expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of Company's programming, promotional or marketing plans, and/or of the subsidiary rights in connection therewith.

8. Attorneys Fees. If either party commences an action against the other party, whether at law or in equity arising out of or in connection with this Agreement, the prevailing party or substantially prevailing party shall be entitled to have and recover from the other party its reasonable attorneys fees and expenses, whether incurred prior to trial, at trial or in mediation, arbitration or at any appellate level.

9. Assignment. The rights or obligations specified by this Agreement shall not be assigned by either party without the prior written consent of the other party.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, administrators, executors, personal representatives, successors, and assigns.

[INTENTIONALLY BLANK. SIGNATURES FOLLOW]

(NOTE: write a summary of the Idea in the annexed Exhibit A.)

Sincerely,

STUDIO CENTER CORPORATION, a Virginia corporation

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_

(signature)

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

Address \_\_\_\_\_

Date: \_\_\_\_\_

PARENT OR GUARDIAN OF PROVIDER (if Provider is under eighteen years of age):

By: \_\_\_\_\_

(signature)

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

**Exhibit A**

Title: \_\_\_\_\_

Name of Submitter: \_\_\_\_\_

Form of Tangible Materials Submitted (e.g. Synopsis, Script, , treatment, outline, video): \_\_\_\_\_

\_\_\_\_\_

Principal Characters: \_\_\_\_\_

\_\_\_\_\_

Brief Summary of  
Content: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Writers Guild Registration # or other copyright information (if applicable): \_\_\_\_\_