

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS --**  
**READ CAREFULLY BEFORE SIGNING**

**2008 DIVERSITY OUT-REACH PROGRAM**  
**SUBMISSION OF MATERIAL - RELEASE AND AGREEMENT**

FOX BROADCASTING COMPANY  
10201 West Pico Blvd.  
Los Angeles, CA 90035

Gentlemen/Ladies:

1. **SUBMISSION.** You have informed me that you desire to identify new writers from ethnic and racial groups that are underrepresented in the television entertainment industry. To increase access for such writers, you are accepting writing samples for review and evaluation as to skill and ability as a television writer, and you may possibly recommend those who submit material as potential writers to television production companies. Because I wish to participate in this program, I am submitting to you the material described immediately below ("Material") as a writing sample, together with a copy of this Agreement signed by me.

**TITLE:** \_\_\_\_\_

**AUTHOR(S):** \_\_\_\_\_

**FORM OF MATERIAL (e.g. screenplay, teleplay, outline):** \_\_\_\_\_

**PRINCIPAL CHARACTERS:** \_\_\_\_\_

**BRIEF SUMMARY OF THEME OR PLOT:** \_\_\_\_\_

**WGA REGISTRATION NO (if any):** \_\_\_\_\_

**NUMBER OF COPIES SUBMITTED:** \_\_\_\_\_

**NUMBER OF PAGES PER COPY:** \_\_\_\_\_

I understand that the submission of this Material is subject to the terms and conditions described in this release and agreement.

2. ACKNOWLEDGMENTS OF SUBMITTER.

(a) I acknowledge that you have no obligation of any type or nature to consider, review or evaluate the Material or to consider me, recommend me, or any other person, as a potential writer to any person, production company or other entity.

(b) I understand that for legal reasons you do not normally accept or read material ("Unsolicited Submissions") submitted to you, unless it is submitted by an established talent agency or recognized entertainment attorney.

(c) I understand that you nevertheless receive numerous Unsolicited Submissions of ideas, formats, stories, suggestions and the like.

(d) I understand that you have received and will receive many Unsolicited Submissions which are similar to ideas, formats, stories, suggestions and the like developed by you or your employees or to those otherwise available to you. Identity or similarity of submitted materials has in the past given rise to disputes between parties.

(e) I understand that you have adopted the policy, with respect to Unsolicited Submissions, of refusing to accept, consider or review such Unsolicited Submissions, except as provided in Paragraph 2(b), unless the person submitting such Unsolicited Submissions has signed an agreement in a form substantially the same as this.

**(f) I specifically acknowledge that you would refuse to accept, consider or otherwise review my Material in the absence of my acceptance of each and all provisions of this Agreement.**

(g) I acknowledge that the Material was created and written by me without suggestion or request from you that I create or write the Material.

(h) It is understood and agreed that no confidential or fiduciary relationship now exists between us and that no such relationship is established by my submitting the Material to you hereunder.

3. CONSIDERATION. In exchange for my agreeing to the terms and signing this Agreement and for submitting the Material to you, you agree that one of your employees may (but is not obligated to) review my Material and in the absence of this Agreement I would not receive such an opportunity. I agree that you may submit the Material to any entity, including an outside production company, without liability to me and that such submission shall not violate Section 49.A. of the Writers Guild of America Theatrical and Television Basic Agreement ("WGA Agreement"). I further agree that you, at your sole option, freely may or may not recommend me as a writer to any person(s), company(ies) or other entity(ies), and I hereby waive any and all rights I have, or may have in the future, to any and all claims or causes of actions for defamation as a result of any such recommendation you may make or fail to make. I agree that you may freely share your evaluation of the Material with others.

4. DELIVERY AND RETURN OF MATERIAL. I have retained at least 1 copy or duplicate of the Material. I understand that your returning, or failing to return, the Material to me shall not terminate or affect any rights or obligations under this Agreement.

I hereby release you of or from any and all liability of loss of, or damage to the copies of said Material. I understand that you are under no obligation to review or evaluate my Material, to provide me with any critical response, written or verbal, to the Material, to recommend me or the Material to any person, company or other entity or to invite me to meet with or pitch to your employees or representatives.

5. RIGHTS AND OBLIGATIONS.

(a) I agree that you have no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist. I agree that even if I submit the Material, you are not obligated to read it, review it, evaluate it, provide feedback to me or any other person or entity regarding the Material, or to recommend me to anyone.

(b) I acknowledge that you have no intent to compensate me in any way and I have no expectation of receiving any compensation. You agree, however, that while it is not your intent to use this Material, that except as provided in Paragraph 6(c), if you do use the Material you shall pay me an amount for such use upon which you and I shall mutually agree, in good faith negotiations between us, which amount shall not exceed the fair market value of the Material as of the date of this Agreement and which shall not take into account profits or revenues, if any, that you receive or may receive in connection with the use of the Material or any element(s) thereof.

**(c) I understand and agree that your use of property containing elements similar to or identical with protectible property contained in the Material shall not obligate you to me in any manner if you shall have obtained such property either before or after my submission of the Material from sources other than from me.**

(d) To the extent that the Material or any element(s) of the Material is not new, unique, concrete or novel and/or is in the public domain and/or is not original with me and/or would be freely useable by a third person if it had not been submitted to him or had not been the subject of any agreement with him and/or is not protected by Federal Copyright Law, then as between you and me, I agree that you have the right to use such Material or elements without any obligation to me whatsoever. Without limiting the foregoing, I claim rights in the title of the Material only as regards its use in connection with the Material.

(e) I understand and acknowledge that you and your employees have access to, may create or have created, literary materials and ideas which may be similar or identical to the 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

that may have been independently created by you or any of your employees or may have come to you or such employee from any other independent source, whether before or after the date of this Agreement.

6. DISPUTES. You and I agree to submit to binding arbitration any dispute arising out of or in connection with the Material or with reference to this Agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination.

You and I, by our signatures below, waive any and all rights and benefits which we might otherwise have or be entitled to under the laws of the State of California or any other laws, statutes, rules or regulations to litigate any such dispute in court. It is our intention to arbitrate, according to the provisions hereof, all disputes of the type described in this Agreement. In no event shall I be entitled to rescind this Agreement or to an injunction or other equitable relief or to monetary damages, other than compensation for the use of my Material as set forth in subparagraph (c) below.

Arbitration Procedure:

(a) Either you or I may commence arbitration proceedings by giving to the other a written letter stating that you or I, as applicable, desire to submit a dispute to arbitration. We shall thereafter mutually designate one arbitrator.

(b) The arbitration shall be conducted in the County of Los Angeles, State of California, and the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of JAMS.

(c) The arbitrator's decision shall be controlled by the terms of this Agreement. While it is not your intent to use the Material, if an arbitration determines that you did use the Material, you and I agree that: the amount of any award for the use of my Material shall be the minimum applicable compensation provided in the WGA Basic Agreement, in effect on the date of this Agreement, for the form of Material submitted to you, and the award shall not be based on or take into account any profits or revenues that you received or might receive in connection with the use of the Material or any element(s) thereof. Further, the arbitrator shall have no power to award any type of monetary damages, including without limitation, damages for loss of good will or loss of credit. You and I further agree that the arbitrator shall not have the power to award any type of credit or injunctive or other equitable relief. The arbitrator shall only have the power to award compensation in accordance with this Paragraph 6(c). You and I shall each bear his/her/its own costs of arbitration and attorneys' fees, and the arbitrator's fee shall be split equally between you and I. The arbitrator's award shall be final and binding and a judgment on the award may be enforced by any court of competent jurisdiction.

(d) You and I agree that if a dispute between us involves material about which an arbitrator or court has rendered a decision, then such decision may be submitted by either party to the arbitrator and shall be considered as a precedent by the arbitrator in the dispute between us.

(e) I agree and acknowledge that in any dispute arising from your alleged use of the Material or any element thereof, I will bear the burden of proving that you used the Material (or element) and that you did not independently create the allegedly similar material or ideas or derive them from an independent source. I agree and acknowledge that no presumption or inference of copying or use shall arise, or be asserted, by virtue of any similarity between your work and the Material or the fact that I submitted the Material to you or that you had access to it.

7. REPRESENTATIONS AND WARRANTIES OF. I hereby warrant and represent: (a) the Material is original and the product of my own individual thought, labor and research; (b) that the Material is solely owned by me and no other person, firm or corporation has any right, title or interest in or to the Material; (c) that I have full right to submit the Material to you upon all of the terms and conditions stated herein; (d) that the description of the Material in Paragraph 1 is accurate and contains all of the elements of the Material; and (e) that the Material does not violate or infringe on the rights of any person, firm or corporation.

8. RELEASE OF CLAIMS, DEMANDS AND CAUSES OF ACTION. I agree, in consideration of your evaluating and considering the Material, that I will not at any time have or assert any claim, demand or cause of action against you or any of your current, future or former parent, subsidiary and/or affiliated companies, their respective successors, assignees, and/or licensees or any of the employees, agents, owners, shareholders, officers or directors (collectively "Released Parties") to the effect that you or any Released Party is responsible for any duplication or any other use of my Material, or any part thereof, and that I will never assert any claim, demand or cause of action against you or any Released Party, if you make use of any independently created material or property which may appear to be or may be similar to or identical with my Material. I hereby release you and all Released Parties from any such claims, demands and causes of action which may relate to your having access to my Material, including without limitation, claims that any act or omission by you or any Released Party violated any rights I have or may have in the future.

9. INDEMNITY. I will indemnify you from and against any and all claims, expenses, losses, or liabilities (including but not limited to attorneys' fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with the Material, or any use thereof, including but not limited to those arising from any breach of any promise or warranty given by me herein.

10. ASSIGNMENT. You and I may each assign or license his/her/its rights hereunder, but such assignment or license shall not relieve you or I of our obligations under this Agreement. We agree that this Agreement shall inure to the benefit of us, our successors, assignees or licensees, and that any such successor, assignee or licensee, shall be deemed a third party beneficiary under this Agreement.

11. PLURAL SUBMITTER. If more than one party signs this Agreement as the submitting party, then references to "I" or "me" throughout this Agreement shall apply to each party, jointly and severally.

12. SEVERABILITY OF PROVISIONS. Should any provision or part of any provision be void or unenforceable, 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 stated herein.

13. CHOICE OF LAW. This Agreement shall, in all aspects, be governed and interpreted by the laws of the State of California, excluding choice of law rules.

14. INTEGRATION. This document represents the entire agreement between us. There are no other agreements between us either oral or written, concerning the subject matter hereof.

**I certify that I am at least 18 years old, that I have read and understood this release and agreement and that no other representations of any kind have been made to me and that this agreement states our entire understanding. I certify that I am fully competent to agree to all the provisions therein.**

ACCEPTED AND AGREED TO:

FOX BROADCASTING COMPANY

By \_\_\_\_\_  
(Signature of Fox Representative)

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Your Name (typed or printed)

Dated \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_

**SIGN  
HERE**

**IMPORTANT:  
THIS  
INFORMATION  
MUST BE  
COMPLETELY  
FILLED IN.**

FOR SUBMITTER

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public in and for said County and State

My Commission Expires \_\_\_\_\_

Dated as of \_\_\_\_\_