

RELEASE AND AGREEMENT

TO: David Shor Productions, Llc.

FROM:

TITLE OF MATERIAL:

DATE:

Representative for David Shor Productions:

I am concurrently hereby submitting to you the material described on Page 3 hereof, including the title and all other elements thereof (all herein referred to as the "Material") in accordance with and subject to the following terms and conditions.

1. I understand that because of your position in the entertainment industry, you receive numerous unsolicited submissions of ideas, formats, stories, suggestions and the like; further, I understand that many such submissions are similar to ideas, formats, stories, suggestions and the like developed by you or your employees or to those otherwise available to you. I further understand that you have adopted the policy, with respect to unsolicited submission of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially the same as this Release and Agreement.
2. I specifically acknowledge that you would refuse to accept, consider or otherwise review the Material in the absence of my acceptance of each and all provisions of this Release and Agreement and that my submission of the Material to you and your acceptance, consideration and/or review of the Material is sufficient consideration to cause this Release and Agreement to be legally binding and enforceable on each of us.
3. It is understood I have not previously submitted or disclosed the Material to you; you have not made any prior inducements, promises or representations to me regarding the Material; and you shall not be under any obligation to me whatsoever if you do not desire to use the Material.
4. I have retained at least one copy of the Material and I agree that you shall not have any obligation to return to me the copy submitted to you nor shall you be responsible to me, financially or otherwise, for any loss or damage thereto. In the event you return the Material to me, I understand that such return shall not terminate or affect any rights or obligations under this Release and Agreement.
5. If the Material includes material in the public domain or owned by a third party, I understand and agree that you will have the same rights to, or rights to acquire, such material which members of the public may have and/or which you presently have or may hereafter acquire. Neither my submission of the Material to you nor anything in this Release and Agreement shall be deemed to limit or restrict your freedom, or obligate you prior to or after my submission of the Material to you.
6. If you desire to use the Material in any media, then you shall notify me thereof and you and I shall negotiate in good faith for the execution of an express contract for the acquisition by you of any or all rights in the Material which you may wish to acquire. Notwithstanding the foregoing, I acknowledge and agree that you have no obligation whatsoever to review the Material or to notify me if you do not wish to use the Material.
7. I acknowledge that your use of other material containing elements similar to or identical with those contained in the Material shall not obligate you to negotiate with me and/or entitle me to any compensation if you have or acquire an independent right to use such other materials.

8. I hereby represent and warrant: (a) that the Material was created solely by me and is owned solely by me and that no other person, corporation or other entity has any right, title or interest therein or thereto; (b) that I have the full right and authorization to submit the Material to you upon all of the terms and conditions herein stated; and (c) that no persons collaborated with me in creating the Material.

9. I agree to indemnify you and hold you harmless from and against any claim, loss, obligation, liability or expense (including legal) fees that may be asserted against you or incurred by you in connection with the Material or any authorized use by you thereof.

10. This Release and Agreement constitutes our entire understanding and no other agreement, written or oral, express or implied, exists between us with respect to the Material. Any modification, waiver or termination hereof must be in writing, signed by both of us. This Release and Agreement shall be construed in accordance with the laws of the State of California. The invalidity of any provision hereof is not to affect the remaining provisions. Any references to you shall be deemed also to refer to your subsidiary and affiliated corporations, companies under common ownership or control with you, and your and their directors, officers, agents, employees, lessees, licensees, successors and assigns.

I HAVE READ AND UNDERSTAND AND AGREE TO ALL OF THE FOREGOING.

SIGNATURE:

DATED THIS _____ () DAY OF _____ 2004

Print Name: _____

Address: _____

Phone: _____

* * * * *

AGREED TO AND ACCEPTED THIS _____ () DAY OF _____ 2004

DAVID SHOR PRODUCTIONS, LLC.

BY: _____

ITS: _____

DESCRIPTION OF MATERIAL SUBMITTED

A. TITLE: _____

B. AUTHOR: _____

C. BASED ON MATERIAL BY: _____

D. INTENDED MEDIA: _____

E. FORM OF MATERIAL: _____

F. NUMBER OF PAGES: _____

G. SUMMARY OF MATERIAL: