

Pro Script Notes

RELEASE FORM

TITLE: _____.

GENRE: _____.

DATE: _____.

BRIEF SUMMARY OF THEME OR PLOT:

WGA REGISTRATION / US COPYRIGHT NO.: _____.

NO. OF PAGES: _____.

1. I request that you read and evaluate said material.
2. I am at least eighteen (18) years of age.
3. I warrant that I am the sole owner and author of said material, that I have the exclusive right and authority to submit the same to you upon the terms and conditions stated herein; and that all of the important features of said material are summarized herein. I will indemnify you of and from any and all claims, loss or liability that may be asserted against you or incurred by you, at any time, in connection with said material, or any use thereof.
4. I agree that nothing in this agreement nor the fact of my submission of said material to you shall be deemed to place you in any different positions than anyone else to whom I have not submitted said material.
5. The Script is submitted by me voluntarily and is not submitted in confidence, and no confidential relationship between you and me is created by this Agreement or the submission of the Script.
6. I recognize that you 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 by you of such similar or identical material which may have been independently created by you or have come to you from any other independent source.
7. I understand and acknowledge that as a result of my execution of this Agreement and my payment of the submission fee my rights are expressly limited to those that are explicitly set forth in this Agreement and more specifically the only right of which I am guaranteed is to have you provide me with an evaluation of the Script. I understand and acknowledge however that this is a valuable right.

8. Notwithstanding any provision herein, I understand and acknowledge and agree that you would have no liability to me for any actual or alleged unauthorized or improper use, plagiarism or appropriation of the Script by any other entity or individual unrelated to you, including any entity or individual who learned of or obtained access to the Script through your efforts. I hereby waive any and all claims whatsoever against you and your employees in connection with any misuse, plagiarism, or appropriation of the Script by third parties and I hereby release you and your employees from any and all claims, demands, or liabilities that may arise in relation to any claim now or hereafter made by me that any other entity or individual unrelated to you has used, plagiarized, or appropriated the Script, regardless of whether you brought the Script to such other unrelated entity or individual's attention.

9. I have retained at least one copy of said material, 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.

10. I understand and acknowledge that you do not guarantee that the Script will ever be purchased or will ever be the basis of a motion picture, and I understand and acknowledge that only a small percentage of scripts become the basis for a motion picture.

11. I understand and acknowledge that the evaluation of any literary work, such as the Script, is inherently highly subjective and that reasonable men and women may have differing views as to the merits of a particular script. I also understand and acknowledge that your evaluation of the Script may be negative or not complimentary.

12. I understand and acknowledge that you are not obligated to assist me in any way with respect to negotiating the terms with respect to the purchase or the use of the Script if a third party evidences an interest in purchasing or otherwise using the Script. However, I understand and acknowledge that the foregoing does not preclude you from offering to serve as my agent with respect to such negotiations pursuant to terms and conditions which would be set forth in a separate agreement that would be executed by you and me, but it is understood and acknowledged that you would have no obligation to enter into such a separate agreement.

13. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for his or its own actions. Neither party shall be liable under any contracts of the other.

14. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by you and me. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement and this Agreement constitutes the entire understanding and agreement between the parties with respect to all matters herein. Either party to this Agreement may assign or license his or its rights hereunder, but such assignment or license shall not relieve such party to his or its obligations hereunder.

15. I grant you the right to mention my name and the Script on your website, or in any advertisement in any periodical, as evidence of any sale, option, license or other exploitation of the Script that you facilitated on my behalf, without your having an obligation to pay any compensation to me.

16. I enter into this agreement with the express understanding that you agree to read and evaluate said material in express reliance upon this agreement and my covenants, representatives and warranties contained herein, and that in the absence of such an agreement, you would not read and evaluate said material.

17. I hereby state that I have read and understand this agreement and that no oral representatives of any kind

have been made to me, and that this agreement states our entire understanding with reference to the subject matter hereof.

18. The words "you" and "your" in this Agreement refers to PRO SCRIPT NOTES or any subsidiary or corporate affiliate of PRO SCRIPT NOTES. If the Script is submitted by more than one person, the word "I" shall be deemed to mean "we", and each corresponding verb shall be deemed to have been changed to the first person plural verb and this Agreement will be binding jointly and severally upon all such persons). Whenever the masculine gender is used in this Agreement, it shall include the feminine.

Very truly yours,

Print Name

Signature

Address

City and State

Telephone Number