

SUBMISSION RELEASE

Date: _____

Dear Sir/Madam:

1. I am submitting to Crayola Properties, Inc. d/b/a Crayola Studios (hereinafter referred to as “**Company**” which term shall also include Company’s related entities, employees, agents, licensees, successors, assigns, and all parties to whom Company may submit Materials) the following described concepts, premises, ideas, treatments, outlines, formats, proposals, literary material or other properties (hereinafter referred to as the “**Material(s)**”):

PROJECT TITLE: _____

[INSERT DETAILED DESCRIPTION WITH ATTACHMENT IF NECESSARY]

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2. I understand that Company has adopted a policy of refusing to accept, consider or evaluate unsolicited material from unrelated or unrepresented parties, including, without limitation, concepts, premises, ideas, treatments, outlines, formats, proposals, literary material, titles or other properties, unless the person submitting such material has signed a release in a form substantially the same as this Submission Release (“**Release**”). I specifically acknowledge that Company would refuse to accept, consider or otherwise evaluate any of the above materials (including the Material) in the absence of my acceptance of each and all of the provisions of this Release and it is in reliance on my acceptance of each and all of the provisions of this Release that Company is accepting my submission of Materials. I understand and agree that no confidential relationship is established by my submitting the Material to Company hereunder. I shall retain all rights to submit this Material or similar material to persons or entities other than Company unless I enter into an agreement with Company as set forth in this Release.

3. Company makes no promises, either explicit or implicit, relative to its acceptance of the Material; and except for the compensation set forth in this Release, there shall be no remuneration whatsoever associated with the Material, nor is there any promise of employment associated with the submission of the Material, either during Company’s development of such Material (if any) or during actual production should such Material develop into a bona fide television program, motion picture, or other work.

4. I represent and warrant that: (a) I am the sole owner and author of the Material, that the Material is my own original work, and that I have the exclusive right and authority to submit the same to Company upon the terms and conditions stated herein, including with respect to the title of the Material (if any); (b) the Material was created and written by me without any suggestion or request from Company that I write or create the Material; (c) there are no third parties having any proprietary or other interest in the Material; and (d) I have the full right and authority to enter into this Release for myself and on behalf of any entity indicated on the signature block below. I agree to indemnify Company against any liabilities, losses, claims, demands, damages, judgments, awards, costs (including reasonable attorney’s fees), suits or expenses arising in connection with any breach or alleged breach of the representations and warranties in this Release.

5. I agree that Company shall have the right to use any portion of the Material which is not legally protectable under the laws of copyright, that is not sufficiently “novel” as that term is defined by the laws of those jurisdictions that recognize novelty as an element of an implied contract or breach of confidence claim, or that is not sufficiently detailed, without any liability or obligation to me. By way of example, identification of celebrity talent for a formatted program, or non-celebrity talent for a docu-soap program, without the submission of a detailed treatment, will not require Company to enter into a separate agreement with you as further set forth in Paragraph 7, below. Nothing contained in

this Release nor the fact of my submission of the Material to Company shall be deemed to place Company (or any person or entity to whom Company may show the Material) in any different position than anyone else with respect to portions of the Material that are not legally protectable as set forth above by reason of my submission of the Material to Company.

6. I agree and acknowledge that Company has access to and/or may create or have created concepts, premises, ideas, treatments, outlines, formats, proposals, literary material, titles or other properties which may be similar or identical to the Material in theme, idea, plot, structure, format and/or other respects. I agree that I will not be entitled to any compensation because of, and hereby waive any and all claims related to, the use of any such similar or identical material which may have been independently created by Company or any other entity or that may have come to Company from any other independent source.

7. If Company commercially exploits or causes to be commercially exploited any legally protectable portion of the Material under the laws of copyright in connection with the development of a television or other audiovisual program and (i) the Material, in Company's sole reasonable discretion, is not similar to any other material that Company had previously developed or was currently developing at the time I submitted the Material, or material that was otherwise independently created by Company; (ii) the Material, in Company's sole reasonable discretion, is not similar to any other material previously submitted to Company; (iii) the Material, in Company's sole reasonable discretion, is sufficiently novel; and (iv) the Materials submitted, in Company's sole reasonable discretion, are sufficiently detailed, then the parties shall enter into a separate agreement with respect to Company's use of the Material which shall provide for payment by Company to me of compensation to be negotiated in good faith and assignment by me to Company of all right, title, and interest in the Material.

8. The parties agree that if any controversy or claim arising out of or relating to this Release or Company's alleged use of the Material cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS RELEASE TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT WWW.JAMSADR.COM, INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). IN ADDITION, THE PARTIES AGREE THAT EITHER PARTY MAY FILE MOTIONS FOR SUMMARY DISPOSITION. THE PREVAILING PARTY IN ANY ARBITRATION PURSUANT TO THIS RELEASE WILL BE ENTITLED TO RECOVER ITS COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPERTS' FEES, WHICH MAY BE INCURRED IN CONNECTION WITH SUCH ARBITRATION. THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE A LICENSED ATTORNEY EXPERIENCED IN THE ENTERTAINMENT INDUSTRY OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN LOS ANGELES, CALIFORNIA. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS RELEASE SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS RELEASE OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. This Release shall at all times be construed so as to carry out the purposes hereof and shall be governed by the laws of the State of California, without regard to its conflict of laws principles. To the extent that the arbitration provisions of this Release are not enforced, or court proceedings are otherwise required, commenced or maintained, the parties submit to the *in personam* jurisdiction of the Los Angeles County Superior Courts and the United States District Court for the Southern District of California, and waive any objections that they may have as to jurisdiction or venue in any such courts.

9. Except as otherwise provided in this Release, I hereby release Company of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Material or by reason of any claim now or hereafter made by me that Company has used or appropriated the Material.

10. Company may transfer, assign or license to any person, firm or corporation whomever, its rights and obligations hereunder, in whole or in part, without my consent. I shall have no right to assign or transfer my rights and obligations hereunder. Any purported transfer, assignment or license in violation of the forgoing shall be void and have no effect.

11. I have retained at least one copy of the Material, and I hereby release Company of and from any and all liability for loss of, or damage to, the copies of the Material submitted to Company hereunder.

12. I have read and understand this Release and that no oral representations of any kind have been made to me, and that this Release states our entire understanding and agreement with reference to this subject matter hereof. Any modification or waiver of any of the provisions of this Release must be in writing and signed by both of us.

13. Should any provision or part of any provision of this Release be deemed void or unenforceable, such provision or part thereof shall be deemed omitted, and this Release with such provision or part thereof omitted shall remain in full force and effect.

Very Truly Yours,

Signature

Print Name

Title

Company (if applicable)

Address

City, State, and Country