



SUBMISSION OF MATERIAL - RELEASE AND AGREEMENT

MUST BE 18 YEARS OR OLDER TO APPLY. NOT AN OFFER OF EMPLOYMENT.
OTHER ELIGIBILITY REQUIREMENTS, TERMS AND CONDITIONS APPLY

Gentlemen/Ladies:

1. SUBMISSION. I am voluntarily submitting to XOF Studios, LLC (collectively, “FOX”) the material described immediately below (“Material”) for the Fox Writers Incubator (“FWI”) as a writing sample(s), together with a copy of this Submission of Material – Release and Agreement (“Agreement”) signed by me.

TITLE: _____

AUTHOR(S): _____

FORM OF MATERIAL (e.g., screenplay, teleplay, outline): _____

PRINCIPAL CHARACTERS: _____

BRIEF SUMMARY OF THEME OR PLOT: _____

WGA AND/OR IATSE LOCAL 839 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 Agreement between myself and FOX.

2. ACKNOWLEDGMENTS OF SUBMITTER. I acknowledge the following:
- a. FWI is an educational program and selected participants will receive training similar to that which would be provided in a writing seminar or similar vocational program.
 - b. FWI is for the benefit of the selected participants.
 - c. Selected participants will not be involved in the actual operation of FOX’s businesses and selected participants will not displace regular FOX employees; rather, selected participants will receive training, mentorship and supervision from FOX’s regular employees.

- d. FOX will not derive any immediate advantage from a selected participant's participation in FWI and, at times, FOX's operations may actually be impeded.
- e. FOX makes no representation that a selected participant will be offered employment of any kind and selected participants will have no entitlement to employment with FOX upon conclusion of their participation in FWI.
- f. FOX has 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.
- g. FOX does not normally accept or read material ("**Unsolicited Submissions**") submitted to FOX, unless it is submitted by an established talent agency or recognized entertainment attorney. I understand that FOX nevertheless receives numerous Unsolicited Submissions of ideas, formats, stories, suggestions and the like and such Unsolicited Submissions may be similar to ideas, formats, stories, suggestions and the like developed by FOX or its employees or to those otherwise available to FOX.
- h. FOX has adopted the policy, with respect to Unsolicited Submissions, of refusing to accept, consider or review such Unsolicited Submissions unless the person submitting such Unsolicited Submissions has signed an agreement in a form substantially similar to this Agreement.
- i. **FOX would refuse to accept, consider or otherwise review the Material in the absence of my acceptance of each and all provisions of this Agreement.**
- j. The Material is wholly original with me, created and written by me without suggestion or request from FOX or any other third party and is free from all claims or encumbrances and that no one else to my knowledge has any right to it.
- k. It is understood and agreed that no confidential, fiduciary or any other relationship whatsoever is intended or established by my submitting the Material to FOX hereunder. If I am not selected for FWI, I shall retain all rights to submit the Material or property similar to the Material to persons other than FOX.

3. CONSIDERATION. In exchange for my agreeing to the terms herein, signing this Agreement and submitting the Material to FOX, FOX agrees that one of its employees may (but is not obligated to) review the Material. I agree that FOX 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 FOX, in its sole discretion, 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 FOX may make or fail to make. I agree that FOX may freely share its evaluation of the Material with others.

4. COPY OF MATERIAL. I have retained a copy of the Material, and I release FOX from

liability for loss of or damage to the Submitted Material.

5. RIGHTS AND OBLIGATIONS.

- a. I agree that FOX has 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. Furthermore, I acknowledge that FOX is under no obligation to review or evaluate the Material, to provide me with any critical response, written or verbal, to the Material, or to recommend me or the Material to any person, company or other third party.
- b. **I acknowledge and understand that, if selected for FWI, I will not be entitled to and will not receive any wages, remuneration or financial benefits as compensation for the time spent as a participant in FWI.**
- c. **I understand and agree that FOX's use of property containing elements similar to or identical with protectable literary property contained in the Material shall not obligate FOX to me in any manner if FOX shall have obtained such property either before or after my submission of the Material from sources other than from me.**
- d. If the Material or any element of the Material is not new, unique, concrete or novel and/or is in the public domain and/or constitutes predictable literary property and/or is not original with me, then as between FOX and me, I agree that FOX shall have the right to use such 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. If FOX determines, in its sole discretion, to purchase the rights to the Material, such transfer of rights shall be subject to a signed agreement negotiated between the parties pursuant to the terms of the FWI Letter Agreement attached hereto.

6. DISPUTES. This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein. Solely in the event of any dispute or controversy between the parties hereto, such dispute or controversy shall be submitted to arbitration under the auspices of the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure thereof, at the Los Angeles office of JAMS, or its successor ("**JAMS**") in effect at the time the request for arbitration is made (the "**Arbitration Rules**"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the dispute. Upon conclusion of any arbitration proceedings hereunder, the arbitrator shall render findings of fact and conclusions of law and provide a detailed written opinion setting forth the basis and reasons for any decision. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The determinations of the arbitrator shall be final and shall not be subject to judicial review; provided, however, that any award or determination rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties shall share equally the costs of arbitration, including the costs of transcribing the arbitration, but each party shall bear its own attorneys' fees and related costs, unless otherwise provided by law or statute. In no event shall either party seek or be entitled to obtain rescission, injunctive or other equitable relief or to monetary

damages, other than compensation for the use of the Material as follows: if an arbitration determines that FOX used the Material improperly, then the parties agree that the amount of any award for the use of the Material shall be the agreed-upon script fee in the FWI Letter Agreement attached hereto (i.e., \$75,000), and the arbitrator shall have no power to award any other type of monetary damages, including without limitation, damages for loss of good will or loss of credit.

7. REPRESENTATIONS AND WARRANTIES. I hereby warrant and represent that the Material (i) is wholly original with me and shall not infringe upon or violate the right of copyright of any person or entity; (ii) I have not assigned, transferred or otherwise disposed of any of my right, title or interest in and to the Material to any third party prior to the date of this Agreement; (iii) does not infringe upon or violate the rights of privacy or publicity of, or constitute defamation, libel or slander against, or violate any common law or statutory or any other rights of, any person or entity; (iv) is not the subject of any actual or threatened litigation or claim; (v) does not contain individual or composite characters which are based in whole or in part on one or more real people or depict either in whole or in part actual incidents; (vi) I have full right to submit the Material to FOX upon all of the terms and conditions stated herein; and (vii) that the description of the Material in Paragraph 1 is accurate and contains all of the elements of the Material. I further warrant that if selected for FWI I am not and will not be under any obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict me from participating in FWI.

8. RELEASE. To the maximum extent permitted by law and in consideration of FOX evaluating and considering the Material, I, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively “**Releasing Parties**”) hereby irrevocably and unconditionally release and covenant not to sue FOX, its direct and indirect parents, subsidiaries, affiliated and related entities and its directors, officers, principals, shareholders, members, joint venturers, employees, agents, contractors, representatives, attorneys, financiers, distributors, licensees, designees, successors and assigns (collectively “**Released Parties**”) from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys’ fees) arising out of, resulting from, or by reason of my application for and/or participation in or in connection with the FWI, the failure of Released Parties to select me as a participant, the cancellation of FWI, any relationship(s) I may or may not form with any other participants or potential participants in connection with FWI, the exercise by Released Parties or anyone else of any rights granted by me under this Agreement, any duplication or any other use of the Material by the Released Parties, any independently created material or property which may appear to be or may be similar to or identical with the Material, or Released Parties’ access to the Material, including without limitation, claims that any act or omission by any Released Party violated any rights the Releasing Parties have on any legal theory whatsoever (including without limitation personal injury, property damage, violation of privacy and publicity rights, false light, defamation, intentional or negligent infliction of emotional distress, breach of express or implied contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, trademark or patent, loss, limitation or reduction of any intellectual property rights and loss of earnings or potential earnings).

9. NON-UNION. All Material submitted hereunder shall be done so on a non-union basis and shall not be subject to the jurisdiction of any labor union or guild.

10. ASSIGNMENT. FOX and I may each assign or license his/her/its rights hereunder, but such assignment or license shall relieve neither FOX nor I of our obligations under this Agreement. The parties agree that this Agreement shall inure to the benefit of each party, their 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. INTEGRATION. This document and the FWI Letter Agreement attached hereto represent the entire agreement between the parties. There are no other agreements between the parties either oral or written, concerning the subject matter hereof.

I HEREBY STATE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT NO OTHER REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO ME AND THAT THIS AGREEMENT STATES OUR ENTIRE UNDERSTANDING.

ACCEPTED AND AGREED TO:

XOF STUDIOS, LLC

By _____

(Signature)

Name (typed or printed)

Dated _____