

SUBMISSION OF MATERIAL AND RELEASE AGREEMENT (Standard)

Anakin Films
Anakinfilms.com
2538 Armacost Ave
Los Angeles, CA. 90064
Scripts@Anakinfilms.com

Date:

Title of Material Submitted:

Gentlemen:

The undersigned has submitted to Anakin Films, (“Anakin Films”) the material (the “Material”) which the undersigned has described on the last page of this agreement, and the undersigned requests Anakin Films read and evaluate the Material. It is Anakin Films’s general policy that prior to Anakin Films reading and evaluating such Material, and as a condition of Anakin Films doing so, the party submitting such Material must execute this Submission of Material and Release Agreement (this “Agreement”) and by receipt of this Agreement the undersigned has been notified that Anakin Films shall have no obligation or liability to the undersigned for reviewing said Material.

The undersigned may elect to submit additional material (“Additional Material”) in the future related to the Material. This Agreement shall apply to any and all such Additional Material which is submitted to Anakin Films by the undersigned, whether in writing or orally, to the same extent as it does to the Material.

The undersigned understands and agrees that Anakin Films does not undertake to consider the Material in confidence. The undersigned has not previously submitted or disclosed the Material to Anakin Films, and Anakin Films has not made any prior inducements, promises or representations to the undersigned regarding the Material. Anakin Films shall not be under any obligation whatsoever if Anakin Films does not desire to use the Material.

The undersigned has retained a copy of the Material, and the undersigned agrees that Anakin Films shall not have any obligation to return to the undersigned the copy submitted to Anakin Films nor shall Anakin Films have any obligation in any way for any loss or damage thereto. Neither the undersigned’s submission to Anakin Films nor anything in this Agreement shall be deemed to limit or restrict Anakin Films’s freedom, or obligate Anakin Films to the undersigned.

If Anakin Films desires to use any part of the Material submitted by the undersigned which is protected by copyright law, then Anakin Films shall notify the undersigned thereof and Anakin Films and the undersigned shall negotiate in good faith for the execution of an express contract setting forth the terms and conditions for the acquisition by Anakin Films of any or all rights in all the Material which Anakin Films may desire to acquire. The undersigned acknowledges, however, that Anakin Films is not agreeing to refrain from, or to compensate the undersigned for, the use of any elements of the Material which are not protected by copyright laws, including, by way of illustration only, ideas, historical or factual matters or other public domain elements or aspects of the Material. The undersigned acknowledges that Anakin Films’s use of other material containing elements similar to with those contained in the undersigned’s Material shall not obligate Anakin Films to negotiate with the undersigned nor entitle the undersigned to any compensation if Anakin Films has an independent right to use such other materials.

The undersigned agrees that any dispute between us shall be submitted to arbitration. In such event, the arbitrator shall be an individual experienced in the motion picture or television field and shall be mutually selected by Anakin Films and the undersigned or, if we cannot so agree, then the arbitrator shall be selected by the rules of the American Arbitration Association. In either event, the arbitrator shall be controlled by the terms of this Agreement. Any award favorable to the undersigned shall be limited to the fixing of an amount of compensation which shall bear a reasonable relation to compensation customarily paid by Anakin Films for similar material. Any arbitration award will provide for Anakin Films and the undersigned to bear their own costs of arbitration, which costs shall include our respective attorneys' fees. Any such arbitration shall be conducted in Los Angeles, California and shall be governed by and subject to the laws of the State of California and the rules of the American Arbitration Association.

The undersigned hereby represents and warrants: (a) that except as disclosed by the undersigned to Anakin Films, in writing, concurrent with the undersigned's execution of this Agreement, the Material is solely owned by the undersigned and that no other person, firm or corporation has any right, title or interest therein or thereto; (b) that the undersigned has the full right and authorization to submit the Material to Anakin Films upon all of the terms and conditions herein stated; and (c) that no persons except those also signing below have collaborated with the undersigned in creating the Material.

Either party to this Agreement may assign or license its rights hereunder, but such assignment or license shall not relieve such party of its obligations hereunder; it is agreed that this Agreement shall inure to the benefit of the parties hereto, their successors, assigns and licensees, and that any successor, assign or licensee shall be deemed a third party beneficiary under this Agreement.

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

As Author(s) of this submitted work I acknowledge that I have read and understood this agreement in its entirety and agree with all its provisions.

Title of Submission: _____

Author/Creator's name: _____
(Please Print)

Author/Creator's Signature: _____

Date: _____

Additional Author(s) (if any):

Author/Creator's name: _____
(Please Print)

Author/Creator's Signature: _____

Date: _____

Description of Material (Logline or Synopsis, Genre, Page length):