



Terms of Services

1. I acknowledge that because of your position in the entertainment industry you receive numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like, and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or your employees or to those otherwise available to you. Further, I acknowledge 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. Accordingly, I acknowledge that you would refuse to accept, consider or otherwise review the Screenplay in the absence of my acceptance of each and all provisions of this agreement ("Agreement"). I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Screenplay.
2. In consideration of my execution of this Agreement, you agree to cause the Screenplay to be reviewed and to determine whether you are interested in acquiring the any or all rights in and to the Screenplay. I acknowledge that you have no obligations to me except as in this Agreement set forth, and that no other obligations exist or shall exist or shall be deemed to exist. I further acknowledge that at this time you have no intent to compensate me in any way and I have no expectation of receiving any compensation.
3. In the event that you are interested in acquiring any or all of the rights in the Screenplay, I will agree to negotiate with you in good faith with respect to your acquisition of such rights. In this connection, I understand that you may not elect to acquire any rights in the Screenplay.
4. I warrant that I am the sole owner and author of the Screenplay and that I have full right to submit it to you upon the terms and conditions stated herein. I will indemnify you from and against any and all claims, expenses, losses or liabilities (including reasonable attorneys' fees) that may be asserted against you or incurred by you, at any time, in connection with the Screenplay or any use thereof, arising from any breach or alleged breach of these warranties.
5. I acknowledge that materials developed by you may contain similarities to the Screenplay. I hereby waive and agree that I will never make any claim or demand or bring any action against you in connection with the use of the Screenplay. In this connection, I hereby release and absolutely and forever discharge you of and from any and all claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature whatsoever,

whether now known or unknown, suspected or unsuspected, asserted or unasserted, which I now have, or at any time heretofore ever had or which I may have in the future, against you which in any way arise out of or in connection with the Screenplay.

6. Any dispute concerning this Agreement, including, without limitation, the validity or effect of this Agreement shall be litigated in the courts located in the County of Fulton, State of Georgia, and both parties consent to the jurisdiction and venue of such courts, and agree not to initiate any action against the other elsewhere
7. I have retained a copy of the Screenplay, and I release you from any liability for loss or other damage to the copy or copies submitted by me. I understand that your returning the Screenplay to me shall not terminate or affect any rights or obligations under this Agreement. You shall have the right, but not the obligation, to retain a photocopy of the Screenplay for your files.
8. The word "you" or "your" in this Agreement refers to Wild Hundreds Productions, LLC and any parent company, any company affiliated with it by common stock ownership or otherwise, its subsidiaries, subsidiaries of such affiliates, any person, corporation, or entity to which it is leasing production facilities, or for which it acts as a distributor or furnishes financing, and the officers, agents, servants, employees, stockholders, licensees, successors and assigns of it, including, without limitation, Rod Dixon, Monica McCullough and all such persons, corporations, and entities referred to in this paragraph. If said material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons.
9. Any provision or part of any provision which is void or unenforceable 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 times be construed so as to carry out the purposes stated herein.
10. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia applicable to agreements executed and to be wholly performed therein.
11. I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to said material; and that this Agreement states our entire understanding.

End of Terms