

**TAILFISH PRODUCTIONS/PRO-SCRIPT SERVICE  
RELEASE FORM**

To Whom It May Concern:

I submit to Pro-Script Service a subsidiary of Tailfish Productions herewith the following material (referred to in this agreement as the "Material"), The Material consisting of motion picture or television script(s) (or portions thereof), ideas, logline(s), stories, formats, suggestions, synopses and the like.

I request that you read and evaluate the Material and you agree to do so. I understand that it is your policy to not read and evaluate unsolicited material unless the person submitting it has signed an agreement substantially the same as this one, and that you would not read and evaluate the Material absent my acceptance of provisions hereof.

I hereby acknowledge the following understandings and conditions:

My submission of the Material to you is voluntary, not solicited by you, and not in confidence.

There is no agreement between us, express or implied, relating to your use of the Material other than for coverage/analysis or critique.

I am at least eighteen (18) years of age.

Literary evaluation is subjective in nature and reasonable people may disagree as to the merits of the Material. You cannot warrant or guarantee that coverage/analysis or critique of the Material will be complimentary or positive in its evaluation.

You do not purchase literary material and are not agreeing to purchase or to arrange for purchase of the Material.

I represent and warrant that I am the sole author and owner of the Material, that I have the exclusive right to submit it to you, and that the Material is not copied from any other work and does not violate the rights of any person or entity. I will indemnify you and hold you harmless against any and all liability, loss and expense (including attorneys' fees) arising from the breach or alleged breach of the foregoing representations and warranties.

I acknowledge that you have access to or may create or have created material that may be similar or identical to the Material, and I agree that I will not be entitled to any compensation because of your use of any such similar or identical material independently created by you or acquired by you from another source. I further agree that any aspect or portion of the Material which is not protected by

copyright may be used by you without any obligation or liability to me, and that no obligation or liability to me shall arise in that regard by virtue of my submission of the Material to you thereunder.

We agree that if you elect to acquire the Material, and if I agree to sell it to you, we shall enter into an Agreement to be negotiated in good faith, taking into account among other things the following factors: my writing experience, credits and stature; past sums received by me for my writing; and the extent of development and nature of the Material. The applicable Writers Guild of America minimum scale amount ("scale") shall be deemed not less than reasonable if the material is of a type for which compensation is specified in the then applicable WGA Agreement.

Upon agreement, you shall own all right, title and interest in the Material, although I acknowledge that you shall have no obligation to develop and/or exploit the Material.

I acknowledge that (a) no fiduciary or confidential relationship exists between you and me now or by reason of this agreement or my submission, and (b) I have retained at least one copy of the Material and I release you from any liability for loss of or damage to the copy submitted to you.

By checking the box below, this agreement shall be binding on the parties hereof and shall inure to the benefit of you, your successors, licensees and assigns. If any provision hereof is held unenforceable, the remainder of this agreement constitutes the entire understanding between the parties hereof, and can be amended only by a document signed by both parties.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_