

**SUBMISSION AGREEMENT**

Date: \_\_\_\_\_, 20\_\_

Esperanza Productions, LLC  
Paramount Studios  
5555 Melrose Avenue  
Lucy Bungalow 102  
Los Angeles, CA 90038  
Attn: Camillia Monet

Dear Ms. Monet:

I am submitting to Esperanza Productions, LLC (herein, "you") certain material described as follows (the "Material"):

*Title:* \_\_\_\_\_  
*Form of Material (screenplay, DVD, etc.):* \_\_\_\_\_  
*Logline or description:* \_\_\_\_\_  
\_\_\_\_\_

I am submitting the Material to you, and you are accepting the submission of the Material, on the following terms:

1. I represent and warrant that I am either the sole creator of said Material or I have acquired all rights in the Material, and that I have the power and authority to submit the Material to you on the terms hereof without the consent of any other party. You may elect to, but shall not be obligated to, return the Material to me, but you shall not be liable in any way if it is not returned or if it is lost, misplaced, stolen or destroyed.
2. I acknowledge that the only obligation undertaken by you in consideration of my submission is to accept the Material for possible review, and to review it if appropriate pursuant to your normal practices. No implied or express contract nor any other obligation or duty on your part shall arise from or be implied by this submission.
3. You acknowledge that if and to the extent the Material is protected by copyright law, I am not granting you the right to use the Material unless you and I enter into an agreement regarding such use. I acknowledge, however, that you are not agreeing to refrain from, or to compensate me for, the use of any elements of the Material which are not protected by copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Material. The foregoing shall apply whether or not you have obtained such ideas and/or other public domain elements from other sources.
4. I recognize that you have access to and/or may create or have created literary materials and ideas which may be similar or identical to the Material in theme, idea, plot, format, or other respects. I agree that I will not be entitled to any compensation because of the use by you of such similar or identical material which may have been independently created by you or have come to you from any other independent source.
5. The unenforceability of any portion of this Agreement shall not invalidate or affect the remaining portions thereof.
6. This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be performed fully therein. If there is any dispute arising out of this agreement, including a dispute about the validity, operation, meaning or alleged breach hereof (including, for example, if you should determine that you have the right to use Material without entering into further agreement with me, and I disagree with your determination), the dispute between us shall be submitted to arbitration in Los Angeles, California conducted by JAMS, before an arbiter mutually selected by us who is experienced in entertainment law. The arbitration shall be controlled by the terms of this agreement, and the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

Very truly yours,

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City State, Zip: \_\_\_\_\_