



ELYSIAN ENTERTAINMENT, INC.

1149 NORTH GOWER STREET, STE. 245
HOLLYWOOD, CA 90038
323.785.2240

SUBMISSIONS AGREEMENT

submissions@elysian-entertainment.com

DEAR ELYSIAN: In accordance with your policy concerning submissions of (film, television, treatments, etc.) ideas and other material, I am today submitting to you my material, summarized below pursuant to the following Agreement, and I acknowledge that you did not solicit the material and that no confidential relationship exists between us by virtue of my submitting my material to you.

The material that I am submitting to you is entitled

It is registered at WGA(insert #)_____ and is Copyright(insert #)_____ as of date_____

1. Review of Material: You agree to cause you or your appropriate employee having the duty of evaluating material of this type now being submitted by me to review my material. I agree that you may use my material or one or more of its features or components.

2. Compensation: If you use my materials, provided it is original and novel, you agree to pay me as total compensation such sum of money as we may negotiate in good faith and as may be evidenced by an executed written agreement between us containing all the terms and conditions relating to your use of my material.

3. Warranties and declarations: I declare that all of the important features of my material are summarized on the back of this form and I have disclosed no other features to you. I warrant that the material is original with me, and that I am the sole owner of the material and that no one else to my knowledge has any right to it.

4. Uniqueness: I believe my material and its features to be unique and novel. However, I recognize that other persons, including your own employees, may have submitted to you or to others, or made public, or may in the future originate and submit or make public, similar or identical materials which you may have the right to use, and I understand that I will not be entitled to any compensation because of your use of other similar or identical material. I agree that my submission to you shall not be deemed to place you in any different position than anyone else to whom I have not submitted material with respect to any portion of the material which does not constitute protectable literary property.

5. Arbitration: Any controversy arising as to whether you used my material, or relating to this Agreement, will be conclusively determined by arbitration in Los Angeles, California by one arbitrator as provided by the commercial rules of the American Arbitration Association and our arbitrator will be a person mutually selected by us and experienced in the broadcasting field. The arbitrator's decision shall be controlled by the terms of this Agreement. Judgement upon the award may be entered in any court having jurisdiction.

6. Limitations on remedies. I agree that no award may exceed the sum of five thousand (\$5000) dollars per program or twenty thousand (\$20,000) dollars per series, whichever is less, and that I can suffer no damages in excess of these amounts from your use of my material or for any other claim with respect to it. I further agree that any legal action may be brought only within six (6) months after the date of your first use of my material.

7. Return of materials: I have retained a copy of my material submitted to you, and you are under no obligation to return the materials sent to you, and so I release you from liability for loss of or damage to the material.

8. Survival of rights: No termination of this Agreement and no acts with respect to the material (such as returning it to me) will be deemed to affect our respective rights under this Agreement (including those as to amount of compensation, agreement to be arbitrated and time for bringing any action) and all rights will survive any termination or acts.

9. Entire agreement; waiver; severability; additional submissions: This agreement constitutes our entire understanding. Any modification or waiver must be in writing, signed by both of us. The invalidity of any provisions shall not affect the remaining provisions. This Agreement applies equally to any other material which I may submit to you, unless agreed in writing to the contrary at the time of submission.

AGREED TO AND ACCEPTED

Author _____ Date

PLEASE INCLUDE COMPLETED SUBMISSIONS AGREEMENT ALONG WITH MATERIAL TO BE SUBMITTED. Don't forget to summarize material on back of this form.