THANK YOU FOR YOUR SUBMISSION TO THE HUMAN FAMILY EDUCATIONAL AND CULTURAL INSTITUTE, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION (COLLECTIVELY WITH ALL OF ITS EMPLOYEES, AGENTS, TRUSTEES, DIRECTORS AND OTHER AFFILIATES AND PROGRAM CO-SPONSORS, “HUMANITAS”). IN ACCORDANCE WITH HUMANITAS’ POLICY REGARDING THE SUBMISSION OF MATERIALS (INCLUDING IDEAS, SCRIPTS, SCREEN PLAYS, AND/OR OTHER LITERARY MATERIAL), HUMANITAS MUST DECLINE TO RECEIVE, ACCEPT OR CONSIDER ANY SUBMITTED MATERIALS UNLESS THE PERSON SUBMITTING SUCH MATERIALS HAS SIGNED THIS SUBMISSION RELEASE AGREEMENT (THIS “AGREEMENT”). ACCORDINGLY, IF YOU WOULD LIKE HUMANITAS TO ACCEPT YOUR SUBMITTED MATERIALS PLEASE FILL OUT THIS AGREEMENT AND RETURN A SIGNED COPY TO HUMANITAS ALONG WITH YOUR SUBMISSIONS. PLEASE NOTE THAT YOUR SUBMISSIONS WILL NOT BE RETURNED.

SUBMISSION RELEASE AGREEMENT for NEW VOICES

I would like to participate in the Humanitas “New Voices Program” (the “Program”). In that regard, I am voluntarily submitting the material described on the final page of this Agreement to Humanitas, and, if I am chosen to participate in the Program, any additional material that I submit during the course of or in connection with the Program (individually and collectively, the “Submitted Material”), each pursuant to the following:

1. I understand and agree that Humanitas and its co-sponsors will make all decisions regarding participation in the Program in their sole and absolute discretion, including, without limitation, all decisions regarding who will be selected for the Program. I understand that I may not be selected for the Program and that by submitting the Submitted Material I am not guaranteed to be part of the Program or any future programs.

2. I have created and am submitting the Submitted Material completely voluntarily. Humanitas has not hired or otherwise retained me, in any way, to create or submit the Submitted Material. I understand that Humanitas will neither pay me any money nor provide me any other consideration for creating or submitting the Submitted Material, for executing this Agreement, or for granting any of the rights granted in this Agreement.

3. I understand that Humanitas has not promised to license or otherwise acquire the rights to any of the Submitted Materials other than those rights I grant herein below, or to hire me for my writing services in the future, or to find me representation or future work or bookings.

4. Except as provided below, or as may hereafter be agreed to in writing by Humanitas, in Humanitas’ sole discretion, all costs and expenses I may incur in connection with my submission of the Submitted Material, or my participation in the Program (if selected) will be my sole responsibility.

5. I understand and agree that I am not submitting the Submitted Material in confidence and that no confidential relationship is, or is intended to be, created between Humanitas and me by my submission of the Submitted Material. Nothing in this Agreement, nor my creation or submission of the Submitted Material, shall be deemed to place Humanitas in any different position from any other member of the public with respect to the Submitted Material.

6. Humanitas may use any part of the Submitted Material that any member of the public freely could use without liability to me. Humanitas may use all or any part of the Submitted Material, as well as my name, voice and likeness, in any and all media now known or hereafter devised, throughout the universe, and in perpetuity, in connection with the Program or any future programs developed by or on behalf of Humanitas. Additionally, and without in any way limiting the foregoing, I agree that Humanitas may have the Submitted Material performed (and may videotape or otherwise record any such performances) for its internal review, may screen the Submitted Material and any performances thereof, and may use the Submitted Material and any performances thereof to determine whether to invite me to participate in the Program or any other programs. I also agree that Humanitas may use portions of the Submitted Material or any performances thereof in promotions for the Program and any future programs.

7. I warrant that I have originally created the Submitted Material, that no one else to my knowledge has any rights to the Submitted Material whatsoever, and that any use of the Submitted Material in the manner described herein, will not infringe
upon my rights or those of any third parties. I believe the Submitted Material to be unique and novel. However, I recognize that other persons, including Humanitas’ own employees, may have submitted to Humanitas or others, or made public, or may in the future originate and submit, or make public, similar or identical material that Humanitas may have the right to use, and I understand that I will not be entitled to any compensation because of Humanitas’ use of other similar or identical material in any manner. I understand and agree that Humanitas’ use of material containing features or elements similar or identical to those contained in the Submitted Material other than in the manner described herein above, will not obligate Humanitas to negotiate with me nor entitle me to any compensation if Humanitas determines that it has an independent legal right to use that other material for any reason.

8. I understand that pursuant to the terms of this Agreement, Humanitas does not promise to license or acquire any rights to the Submitted Material other than that which is set forth herein above, or to hire or otherwise retain me for my writing services in the future. If Humanitas wishes to use the Submitted Material in any manner other than that described herein (and if it is original, novel and valuable), or if Humanitas wishes to hire or retain me for my writing services, I understand that we would have to separately meet and negotiate the terms of any such potential future arrangements and enter into separate agreements that would supersede this Agreement with regard to the specific material or my services.

9. I agree that I must give you written notice by certified or registered mail to Humanitas, of any claim arising in connection with the Submitted Material or in connection with this Agreement within 30 calendar days after I acquire knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding, as provided below, within six months after the date of Humanitas’ alleged first use of the Submitted Material; my failure to do so within such six-month period shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against Humanitas.

10. This Agreement shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof.

11. Notwithstanding anything in this Agreement or otherwise to the contrary, I agree, as additional consideration for Humanitas accepting the Submitted Materials (and acknowledge that Humanitas would not so accept the Submitted Materials absent my agreement) that this Agreement shall be conclusively determined by arbitration as provided by California law and the rules of JAMS, and our arbitrator will be an attorney who is licensed to practice law in the State of California or a retired judge and mutually selected by us. If we cannot agree on an arbitrator within the time limits set by the rules of JAMS, we shall accept any attorney who is licensed to practice law in the State of California or any retired judge designated by JAMS. The arbitrator shall agree to arbitrate the controversy in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or any subsequent versions in effect at the time the arbitration is commenced. The arbitrator's decision and authority shall be controlled by the terms of this Agreement. No award may exceed: (1) the minimum rate that would be due under the Writers Guild of America Theatrical and Television Basic Agreement in effect as of the date hereof, for a network, primetime, one-half hour broadcast story and teleplay (so-called "bargain rates," and not to include minimums payable for pilot scripts, back-up scripts or spin-offs) if the material is used in or as the basis of a national network broadcast or cable program or an online, electronic, interactive or internet program; (2) $2,500.00 if the material is used in or as the basis of a program exhibited only on your owned stations; or (3) $1,000.00 if the material is used for any other commercial purpose. I agree that I can suffer no damages in excess of these amounts from your use of the Submitted Material or for any other claim with respect to it. I understand that my sole remedy in any arbitration or any other proceeding relating to this Agreement or the Submitted Material is money damages; in particular, I expressly waive the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Submitted Material or this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. I may only commence an action at law for the sole purpose of enforcing an arbitration award. Notwithstanding the foregoing, I understand and acknowledge that the entity to which I am providing the Submitted Materials may not be a signatory to the Writers Guild of America Theatrical and Television Basic Agreement.

12. I have retained a copy of the Submitted Material, and I release you from liability for loss of or damage to the Submitted Material.

13. This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing, signed by both of us. The invalidity of any provision will not affect the remaining provisions. This Agreement applies equally to any other material that I may submit to Humanitas, unless agreed in writing to the contrary at the time of
the submission. No termination of this Agreement, and no acts with respect to the Submitted Material (such as your returning it to me) will be deemed to affect our respective rights under this Agreement (including those as to amount of compensation, agreement to arbitrate, and time for bringing any action), and all rights will survive any termination or acts.

IN WITNESS WHEREOF, I have executed this Agreement as of the date indicated below.

Name:__________________________________________ Date:________________________