

RELEASE AND SUBMISSION OF MATERIAL

Rooster Teeth Productions, LLC
1901 E. 51st Street
Austin, TX 78723
Attn: Business and Legal Affairs

Gentlemen/Ladies:

1. SUBMISSION: At my request, I am submitting/pitching to Rooster Teeth Productions, LLC (“**Company**”) the material described immediately below (“**Material**”), together with a copy of this release and agreement (the “**Agreement**”) signed by me.

TITLE: _____

OWNER(S): _____

FORM OF MATERIAL (e.g. format, teleplay, outline beat sheet, promo reel or other audio visual materials, etc.) _____

BRIEF SUMMARY OF CHARACTERS AND THEME/PLOT: _____

WGA REGISTRATION NO. (if applicable): _____

NUMBER OF PAGES/COPIES SUBMITTED: _____

I understand that the submission of this Material is subject to the terms and conditions described in this Agreement.

2. ACKNOWLEDGMENTS OF SUBMITTER:

- (a) I acknowledge that Company did not solicit the Material I am submitting to Company.
- (b) I understand that for legal reasons Company does not normally accept or read unsolicited material submitted/pitched to Company by anyone other than an established talent agency or recognized entertainment attorney and that Company nevertheless receives numerous unsolicited submissions of ideas, formats, stories, suggestions and the like.
- (c) I understand that Company has received and will receive many submissions that are similar to ideas, formats, stories, suggestions, and the like developed by Company or its employees or to those otherwise available to Company. Identity or similarity of submitted materials has in the past given rise to disputes between parties.
- (d) I understand that Company has adopted the policy, with respect to unsolicited submissions, of

refusing to accept, consider or review such submissions unless the person submitting such submissions has signed an agreement in a form substantially the same as this Agreement. I specifically acknowledge that Company would refuse to accept, consider or otherwise review my Material in the absence of my acceptance of each and all provisions of this Agreement.

- (e) I acknowledge that the Material was created and/or written by me without suggestion or request from Company that I create or write the Material.
 - (f) It is understood and agreed that no confidential relationship is established by my submitting the Material to Company hereunder. I shall retain all rights to submit the Material or property similar to the Material to persons other than Company.
 - (g) I request that Company read and evaluate the Material with a view to deciding whether Company will undertake to acquire it.
3. CONSIDERATION: In consideration of my agreeing to the terms and signing this Agreement and for submitting the Material to Company, Company agrees to cause the Material to be reviewed by its appropriate employee charged with that responsibility.
4. DELIVERY AND RETURN OF MATERIAL: I have retained at least 1 copy or duplicate of the Material. Company will make a reasonable effort to return the Material to me on my request; however, Company shall not be responsible to me, financially or otherwise, for any inadvertent loss of, or damage or destruction to, said Material. I hereby release Company of or from any and all liability of loss of, or damage to the copies of said Material. I understand that Company is under no obligation to provide me with any critical response, written or verbal, to the Material. I understand that Company returning the Material to me shall not terminate or affect any rights or obligations under this Agreement.
5. RIGHTS AND OBLIGATIONS:
- (a) I agree that Company has no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist.
 - (b) I acknowledge that Company has no intent to compensate me in any way and I have no expectation of receiving any compensation. Company agrees, however, that except as provided in Paragraph 5(d) below, Company will not use the Material unless Company shall pay me an amount for such use which Company and I shall mutually agree upon.
 - (c) **I understand and agree that Company's use of property containing elements similar to or identical with predictable literary property contained in the Material shall not obligate Company to me in any manner if Company has obtained such property either before or after my submission of the Material from sources other than from me.**
 - (d) If the Material or any elements of the Material is not new, unique, concrete or novel and/or is in the public domain and/or constitutes predictable literary property and/or is not original with me, then as between Company and me, I agree that Company has the right to use such elements without any obligation to me whatsoever. Without limiting the foregoing, I claim rights in the title of the Material only as regards its use in connection with the Material
6. GOVERNING LAW: All controversies or questions with respect to this agreement shall be determined in

accordance with Texas law applicable to contracts made and to be performed wholly in Texas regardless of where performance of this agreement may occur; provided in no event shall I be entitled to an injunction or any other equitable relief.

7. ASSIGNMENT OF RIGHTS: If Company should decide to use the Material pursuant to Paragraph 5(b), then I shall promptly execute and deliver to Company a purchase of rights agreement which shall contain all of Company's standards terms and conditions.
8. REPRESENTATIONS AND WARRANTIES OF SUBMITTER/INDEMNIFICATION BY SUBMITTER: I hereby warrant and represent: (a) the Material is original and the product of my own individual thought, labor and research; (b) that the Material is solely owned by me and no other person, firm or corporation has any right, title or interest in or to the Material; (c) that I have full right to submit the Material to Company upon all of the terms and conditions stated herein; (d) that the description of the Material in Paragraph 1 is accurate and contains all of the elements of the Material; and (e) that the Material does not violate or infringe on the rights of any person, firm or corporation. I will indemnify Company from any and all claims, loss or liability (including reasonable attorneys' fees) that may be asserted against Company or incurred by Company, at any time, in connection with the Material or any use thereof.
9. RELEASE OF CLAIMS, DEMANDS AND CAUSES OF ACTION: I agree, in consideration of Company evaluating and considering the Material, that I will not at any time have or assert any claim, demand or cause of action against Company or any of Company's employees or agents to the effect that Company or any of them is responsible for any duplication or any other use of my Material, or any part thereof, and that I will in no way assert any claim, demand or cause of action against Company or any of them, should Company make use of any independently created material or property which may appear to be or may be similar to or identical with my Material. I hereby release Company and any of its employees and agents of and from any such claims, demands and causes of action which may arise out of Company having access to my Material.
10. ASSIGNMENT: Company and I may each assign or license his/her/its rights hereunder, but such assignment or license shall not relieve Company nor I of our obligations under this Agreement. We agree that this Agreement shall inure to the benefit of us, our successors, assignees or licensees, and that any such successor, assignee or licensee, shall be deemed a third party beneficiary under this Agreement.
11. PLURAL SUBMITTER: If more than one party signs this Agreement as the submitting party, then references to "I" and "me" throughout this Agreement shall apply to each party, jointly and severally.
12. SEVERABILITY OF PROVISIONS: Should any provision or part of any provision be void or unenforceable, such provision or part thereof 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 all times be construed so as to carry out the purposes stated herein.
13. INTEGRATION: This document represents the entire agreement between us. There are no other agreements between us either oral or written, concerning the subject matter hereof.



1901 E. 51st St. Austin, TX 78723

roosterteeth.com p: 512-480-0336 f: 512-430-4155

I HEREBY STATE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT NO OTHER REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO ME AND THAT THIS AGREEMENT STATES OUR ENTIRE UNDERSTANDING.

ACCEPTED AND AGREED TO:

By: _____

Name: _____

Date: _____

Phone Number: _____