

marty katz productions

22631 Pacific Coast Highway #327
Malibu, CA 90265
Tel. (310) 589-1560 Fax. (310) 589-1565

You must complete, sign and mail this form with a hard copy of the material (script or book) you are submitting to the address above. In order to expedite the process, you may also e-mail us a scanned and signed copy of this Script Submission Release Form along with an e-mailed attachment of the material (script or book). Please note that the mailed copy of this agreement and of the material is still required.

SCRIPT SUBMISSION RELEASE FORM

GENERAL INFORMATION:

Date of Submission: _____

Title: _____

Author(s): _____

Writer's Guild Registration #: _____
(If applicable)

Representation: _____

Representation's Telephone: _____

CONTACT INFORMATION:

Name: _____

Company: _____

Address: _____

Day Phone: _____

Cell Phone: _____

E-mail: _____

PREVIOUS SUBMISSION(S):

Company Name: _____

Date of Submission: _____

Status of Submission: _____

Company Name: _____

Date of Submission: _____

Status of Submission: _____

Company Name: _____

Date of Submission: _____

Status of Submission: _____

Company Name: _____

Date of Submission: _____

Status of Submission: _____

** Please note that you may attach an additional page to this form if the above given is not sufficient.

AGREEMENT:

The Writer agrees that in submitting material:

- 1) The Writer warrants that the submitted script (“Material”) is an original work and that the Writer is the sole owner of such work and that he/she has the right to grant all rights in and to such Material to Marty Katz Productions (“Producer”). In the event that the Material, in whole or in part, is not original to the Writer, the Writer nonetheless represents that he/she has the exclusive right to grant all rights in and to the Material.

- 2) The Writer acknowledges that no confidential or fiduciary or other relationship now exists between the Writer and the Producer, and that no such relationships are established between the parties by reason of this Agreement or by reason of the submission of the Material by the Writer to the Producer. Any such relationships between the parties, if applicable, will only exist if both parties agree to such and do so in a more formal Agreement, in writing, in the future.

Marty Katz Productions

- 3) The Writer agrees to indemnify the Producer and its successors, assigns and affiliated and related entities, if and where applicable, (each an “Indemnified Party”) from and against any and all claims, expenses, damages, actions, causes of action, losses or liability (including reasonable attorneys’ fees and costs) that may be asserted against, imposed on or incurred by the Producer, or one of its Indemnified Parties, at any time in connection with the Material – including, but not limited to, those arising from any breach of the warranties and promises given by the Writer herein.
- 4) The Writer understands that the Producer and its affiliates receive numerous submissions of ideas, formats, suggestions and other materials from other writers and third parties, and that many such submissions might be similar or identical to those submitted by the Writer. The Writer agrees that he/she will not be entitled to any compensation or other such consideration as a result of any use by the Producer, its successors, assigns and affiliated and related entities, of any such similar or identical submissions developed independently of the Writer’s submission and/or Material.
- 5) If the Producer determines in its sole discretion that the Material does not meet its criteria, the Writer agrees that the Producer is under no obligation to produce any motion picture, project, or portion thereof, based on such Material.
- 6) The Writer agrees that the Producer is under no obligation to return submitted materials to the Writer and the Writer agrees to release the Producer from any liability for loss or other damage to the copy(ies) submitted.
- 7) Either party to this Agreement may assign or license its rights hereunder, but such assignment or license shall not relieve such party(ies) of its obligations. This Agreement shall inure to the benefit of the parties hereto, their heirs, successors, representatives, assignees and licensees – and any such heir, successor, representative, assignee or licensee shall be deemed a third party beneficiary under this Agreement, if and where applicable.

8) This Agreement sets forth the complete understanding between the Writer and the Producer with respect to the subject matter hereof. The Writer acknowledges that no representations or promises of any kind, except those expressly contained herein, have been made to the Writer, its agents, employees or representatives, by the Producer; that there are no prior or contemporaneous agreements in effect between the parties pertaining to the Material; and that the Producer has no obligation to the Writer with respect to the Material except as set forth in this Agreement.

9) This Agreement shall be governed by the laws of the state of California. Any changes, modifications or waiver of any of the provisions of this Agreement must be in writing and signed by both parties.

I have read and understand all of the above terms and conditions of this Agreement and agree to all of those terms and conditions.

Name(s): _____

Signature(s): _____

Date: _____

Please mail completed and signed form to:

Marty Katz Productions

Attn: Campbell Katz

Vice President of Development and Production

22631 Pacific Coast Highway #327

Malibu, CA 90265

For any development only related questions, please e-mail Marty Katz Productions at martykatzproductions@earthlink.net

Once your submitted material has been evaluated by Marty Katz Productions, we will notify you if we wish to proceed. In that event, you will be sent a Submission/Limited Option Agreement for execution by you and Marty Katz Productions.

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