



SUBMISSION APPLICATION.

Dear MobCity Productions,

I am submitting to you certain material which may be submitted in written, visual, pre-recorded and/or oral form (hereinafter referred to as the “Material”) under the terms and conditions stated herein:

TITLE: _____

GENRE: _____

SUMMARY OF IDEA, THEME OR PLOT:

REGISTERED WITH THE WRITERS GUILD OF AMERICA?

1. I acknowledge that you receive numerous solicited and unsolicited submissions of ideas, formats, stories, and that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or your employees or to those otherwise available to you. I further acknowledge that you would refuse to accept, consider or otherwise review the Material in absence of my acceptance of each and all provision of this agreement (“Agreement”)
2. In consideration of your receipt of the Material, I hereby agree to the terms of this Agreement. I acknowledge that you have no obligation to me except as set forth in this Agreement.
3. I represent and warrant that I am the sole owner and author of the Material; that I have full right to submit it to you upon the terms and conditions stated herein; and that the consent of no other person or entity is required to fully exploit the Material. I will indemnify you from and against any and all claims, expenses, losses or liabilities (including attorneys’ fees) that may be asserted against you or incurred by you, at any time, in connection with the Material or any use thereof, arising from any breach or alleged breach of these representations and warranties.
4. I acknowledge that the Material is submitted by me voluntarily and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the Material. I agree that nothing contained in this Agreement nor the fact of my submission of the Material to you shall be deemed to place you in a position different from that of, or to cause you to have any fewer rights than, a member of the general public to whom I have not submitted the Material.
5. You agree that if you cause to be used any legally protectable portion of the Material, provided it has not been obtained from, or independently created by, another source, you will pay or cause to be paid to me an amount in which is comparable to the compensation normally paid for similar material or an amount equally to the fair market value thereof as of the date of this Agreement, whichever is greater.
6. If the Material submitted hereunder is not new or novel, or was not originated by me, or has not been reduced to concrete form, or if because other persons including your employees have theretofore submitted or hereafter submit similar or identical material which you have the right to use, or if you otherwise have the independent right to use the Material without acquiring rights from me, under law or otherwise, then I agree that you shall not be liable to me for your use of the Material and you shall not be obligated in any respect whatsoever to compensate me (either monetarily or otherwise) for such use.
7. Except as otherwise proved in this Agreement, I hereby release you of and from any and all claims, demands and liabilities or every kind whatsoever, known or unknown, that may arise in relation to the Material or by reason of any claim no or hereafter made by me that you have used or appropriated the Material, except for fraud or willful injury on your part.
8. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes, as the sole and exclusive means to resolve any such disputes. Any such dispute may be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the rules and regulations of the American Arbitration Association then in effect, provided that said arbitration shall be heard before a single arbitrator, selected pursuant to said rules and regulations. The arbitrator’s decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding. In the event of any dispute concerning this Agreement, my sole remedy shall be to seek damages and in no event shall I be entitled to seek injunctive or other equitable relief.



9. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced

In accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein.

10. I hereby state that I have read and understood this Agreement and that this Agreement states our entire understanding.
11. I acknowledge that I am executing this Agreement voluntarily after consulting with independent counsel or after intentionally deciding not to do so.

Signature

Print Name

Company

Job Title:

Address

Tel No.