

HAPPY OWL MEDIA, INC.

Submissions Release Form

Dear Happy Owl Media, Inc.,

I, _____, the undersigned author of the Screenplay/Proposal entitled _____, (“the Project”) am voluntarily submitting the Project, and hereby request that you, Happy Owl Media, Inc., as an independent film/television production company, read and evaluate the Project. I understand that you have no obligation to read and evaluate the Project or to inform me of its evaluation, if any. In the event the Project is selected for further development by you,

I understand that a separate contract will be executed stipulating all terms and other obligations of both parties, and that said contract will incorporate this release by reference. I understand that you would refuse to accept or otherwise evaluate the Project in the absence of the acceptance by me of each and all of the provisions of this release.

I represent and warrant that I am the author of the Project; that I am the present and sole owner of all right, title and interest in and to the Project; that I have the exclusive unconditional right and authority to submit the Project to you upon the terms and conditions set forth herein; and that no third party is or will be entitled to any payment or other consideration by reason of my submission of the Project as set forth herein. I will indemnify and hold you harmless from any and all claims, expenses, losses, or liabilities that may be asserted against or incurred by you at any time in connection with the use of the Project, including without limitation those arising from any breach or alleged breach of the warranties and promises given by me herein, including reasonable attorney’s fees and other costs incurred defending against the same.



I retain all rights to submit this or similar material to persons or entities other than Happy Owl Media, Inc. I knowingly acknowledge that no fiduciary or confidential relationship now exists between me and Happy Owl Media, Inc. and I further acknowledge that no such relationships are established between me and Happy Owl Media, Inc. by reason of this Agreement or by reason of my submission to Happy Owl Media, Inc. of the Project.

I acknowledge that you receive numerous submissions of ideas, formats, stories, suggestions, screenplays, and the like, and that new ideas for motion pictures and television programs are constantly being submitted to you or being developed by you. I also acknowledge that many stories and ideas are similar, and often different stories and ideas relate to one or more common underlying themes. I acknowledge that you may have had access to and/or may have independently created or have had created ideas, themes, formats, stories, suggestions screenplays and/or other materials which may be similar or identical to the theme, plot, idea, format or other element of the material now being submitted by me, and I hereby release you from any claim I may have should you proceed with any such project.

I understand and agree that I will not be entitled to any compensation because of the use by you of any such similar or identical material provided to Happy Owl Media, Inc. by another party. I understand that the submission of the Project to you may expose the Project to others, and I hereby specifically release Happy Owl Media, Inc. from any and all liability, direct or indirect, resulting from the improper use by any other persons or entities of any similar ideas, formats, stories, suggestions and the like relating to the Project. I have retained at least one copy of the Project and release you from any and all liability for loss or other damage to copies of the Project submitted to you hereunder. All my releases stated herein extend to Happy Owl Media, Inc., its successors, assigns, affiliates, licensees, agents, associates, employees, officers, directors and volunteers.



I hereby acknowledge and agree that there are no prior or contemporaneous agreements, oral or otherwise, in effect between Happy Owl Media, Inc. and me pertaining to the Project, including, but not limited to, agreements pertaining to the submissions by me of any ideas, formats, plots, characters, or the like. I further agree that no other promises, representations or obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by Happy Owl Media, Inc. and me and that you at all times reserve any and all rights you may have as a member of the public.

Should any provision or part of any provisions 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. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed both by the undersigned and Happy Owl Media, Inc.

Signature _____

Date _____

Email this form to: **pauline@happyowlmedia.com**

