

Release Form Agreement

**NOTE: DO NOT SEND SCREENPLAYS
THAT HAVE NOT BEEN REQUESTED**

Dear Embryo Films,

(1) I, _____, the undersigned author of the Screenplay entitled _____, am voluntarily submitting said Screenplay, and hereby request that you, Embryo Films, an independent film production company, read and evaluate said Screenplay. I understand that you have no obligation to read and evaluate said Screenplay or to inform me of its evaluation, if any. In the event the Screenplay 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.

(2) I understand that you would refuse to accept or otherwise evaluate said Screenplay in the absence of the acceptance by me of each and all of the provisions of this release.

(3) I represent and warrant that I am the sole author of the above Screenplay; that I am the present and sole owner of all right, title and interest in and to said Screenplay; that I have the exclusive unconditional right and authority to submit said Screenplay to you upon the terms and conditions set forth herein; and that no third party is entitled to any payment or other consideration as a condition of the use of said Screenplay 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 said Screenplay, including without limitation those arising from any breach or alleged breach of the warranties and promises given by me herein, including reasonable attorneys' fees and other costs incurred defending against the same.

(4) I retain all rights to submit this or similar material to persons or entities other than Embryo Films.

(5) I acknowledge that no fiduciary or confidential relationship now exists between me and Embryo Films and I further acknowledge that no such relationships are established between me and Embryo Films by reason of this Agreement or by reason of my submission to Embryo Films of said Screenplay.

(6) 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. 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.

(7) I understand that the submission of the Screenplay to you may expose the Screenplay to others and hereby specifically release Embryo Films 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 said Screenplay.

(8) I have retained at least one copy of said Screenplay and release you from any and all liability for loss or other damage to copies of said Screenplay submitted to you hereunder.

(9) This release extends to Embryo Films, its agents, associates, employees, officers, directors, assignees and volunteers.

(10) I hereby acknowledge and agree that there are no prior or contemporaneous agreements, oral or otherwise, in effect between Embryo Films and me pertaining to said Screenplay 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 obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by Embryo Films and me.

(11) 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.

(12) This agreement shall be governed by the laws of New South Wales, Australia, applicable to agreements executed and to be fully performed therein. 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 Embryo Films.

Agreed by: (print) _____ Address: _____

Signed: _____ Date: _____

Screenplay Title: _____ Phone: _____

Copyright Date: _____ Draft: _____ Mobile: _____

Registered with: _____ Reg. No: _____

Length: _____ (pages) Email: _____

Post with completed screenplay to: Embryo Films PO Box 300 Artarmon NSW 1570 Australia