

# Universal Writers Program Legal Release Agreement Regarding Submission of Materials

Universal Pictures, a division of  
Universal City Studios LLC

100 Universal City Plaza, Bldg. 9128/2  
Universal City, CA 91608

Universal Pictures appreciates your interest in the Universal Writers Program. In accordance with its policy regarding the submission of materials (including ideas, screenplays, treatments and other literary or audiovisual material), Universal Pictures must decline to consider any submitted materials unless the person submitting them has signed the Legal Release Agreement below. In order to be considered for the Universal Writers Program, please fill out and sign in the space provided and return a copy to Universal Pictures, along with your submissions.

## **YOUR SUBMISSIONS WILL NOT BE RETURNED.**

### **Legal Release Agreement**

I (sometimes called herein the "**Submitter**") have volunteered to participate in the Universal Writers Program (the "**Program**"). In that regard, I am voluntarily submitting to you herewith, at my initiation and not your solicitation, and under the terms and conditions stated herein (the "**Agreement**"), the material described on the final page of this Agreement, and, whether as part of the application process and/or if I am chosen to participate in the Program, any additional written and/or oral material that I submit during the course of or in connection with the application process and/or the Program (individually and collectively hereinafter referred to as "**said material**"):

1. For good and valuable consideration (including without limitation the opportunity to have my application and said material to be evaluated for the Program), the receipt of which is hereby acknowledged, I have executed this Agreement and agree to the terms and conditions set forth herein. I acknowledge that, because of your position in the entertainment industry, you receive numerous submittals of, among other things, ideas, formats, stories, and suggestions, and that many such submittals, either previously or hereafter received by you, are similar or identical to those developed by or otherwise available to you. Consequently, I recognize that my material submitted hereunder likewise may be so similar or identical. I understand and agree that your use of material containing features or elements similar or identical to those contained in the submitted material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine that you have an independent legal right to use such other material not derived from me (either because such features or elements are not new or novel, were not originated by me, or were heretofore or may hereafter be independently created and submitted by other persons, including your employees.) I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of my submittal to you of said material.

2. I agree that no obligation of any kind is assumed or may be implied against you by reason of your review of the submitted material or any discussions or negotiations we may have, except pursuant to an express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.

3. I represent and warrant that: the submitted material and every part thereof is wholly original with me and no part thereof was taken from or based upon any other work, or in any way defames, or violates or infringes any copyright any common law or civil right or right of privacy or publicity, or any literary, dramatic or motion picture rights, or any other right, of any person, firm or corporation; I am the sole owner and author of the submitted material and, therefore, have the full unrestricted right, power and authority to enter into this Agreement and to submit the material to you upon the terms and conditions stated herein and in the Program submission requirements; no rights in the submitted material have heretofore been sold, assigned, licensed or otherwise transferred to any other person, firm or corporation by any instrument or agreement now valid or outstanding, nor have said rights been in any way encumbered, limited or diminished by any act or omission, and that said rights are free and clear of any and all liens or claims whatsoever; the submitted material is completely protected by copyright in the United States, and no part

thereof is in the public domain in the United States, and such submitted material is or may be validly protected by copyright throughout the world so far as the laws of other countries provide for such protection; the submitted material has been validly registered with the WGA prior to submission; aside from such registration with the WGA, there have been no publications or uses of the submitted material and no registrations of copyright relating thereto; no motion picture or television program based on the submitted material has ever been made nor has any play been produced on the legitimate stage based thereon or any part thereof, and no right, license or privilege to do so has heretofore been granted; and there are no claims or litigation pending (i) concerning or purporting to affect adversely my rights or title as herein represented or conveyed or (ii) which if sustained would be contrary to my warranties, representations and agreements contained herein. I will indemnify you from and against any and all claims, demands, expenses, losses or liabilities that may be asserted against you as a result of my submittal of said material and your use of said material. Moreover, except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands, expenses, losses or liabilities of every kind whatsoever, known or unknown, that may arise in relation to the submitted material or by reason of any claim now or hereafter made by me concerning your use of the submitted material, except for fraud or willful injury on your part.

4. As used in this Agreement, "**protectible material**" means any material submitted hereunder which is originally created by me and is capable of being protected as literary property under the laws of copyright. You may use without obligation to me any and all material which: you previously owned or which is not protectible material; or in the public domain; or was independently conceived by another person prior to or after this submittal. Nothing in this Agreement, or the submission of the submitted material, shall be deemed to place you in any different position from any other member of the public with respect to the submitted material.

5. I agree that I must give you written notice by certified or registered mail at your address, as set forth in the address above, of any claim arising in connection with the protectible material or in connection with this Agreement. I agree to provide such notice within the period of time prescribed by the applicable statute of limitations, but in no event more than ninety (90) calendar days after I acquire knowledge of such claim or, if it be sooner, within ninety (90) calendar days after I acquire knowledge of facts constituting the basis of any such claim. My failure to so provide you with written notice shall be deemed an irrevocable waiver of any rights I might have with respect to such claim.

6. Any controversy, claim, or dispute arising out of or relating to this Agreement or this agreement to arbitrate, including, without limitation, the interpretation, performance, formation, validity, breach, or enforcement of this Agreement, and further including any such controversy, claim, or dispute against or involving any officer, director, agent, employee, affiliate, successor, predecessor, or assign of a party to this Agreement (each, a "**Dispute**"), shall be fully and finally adjudicated by binding arbitration to the fullest extent allowed by law (the "**Arbitration**"). The seat of the Arbitration shall be Los Angeles. Except as provided herein or by agreement of all parties, the Arbitration shall be administered by JAMS or its successor ("**JAMS**") or, if no longer in existence, another nationally-recognized administrator, and conducted in accordance with its comprehensive arbitration rules then in effect (the "**Rules**"). The Arbitration shall be conducted as expeditiously and economically as reasonably practicable. Notwithstanding the foregoing, any party may seek emergency equitable relief to the extent otherwise permitted by this Agreement in any court of competent jurisdiction upon a showing of exigent circumstances justifying such relief.

a. The Arbitration shall be conducted by one arbitrator (the "**Arbitrator**"). The Arbitrator's decision and authority shall be controlled by the terms of this Agreement. Unless all parties to the Arbitration agree, the Arbitrator shall be a lawyer admitted to practice in at least one State of the United States and need not be on the administrator's roster. The Arbitrator shall be selected as follows: If all parties to the Dispute do not agree upon the Arbitrator within twenty (20) days after commencement of the Arbitration, then any party may initiate the following selection process by written notice to each other party. Within five (5) business days after such notice, each side to the Dispute shall simultaneously transmit to each other side a list of four (4) persons qualified to serve as the Arbitrator (the "**Candidates**"). No party shall nominate a Candidate whom that party knows or reasonably believes to have a conflict of interest rendering the Candidate unable to serve as the Arbitrator. If any single Candidate appears on the list of each side then that person shall be appointed as the Arbitrator. If more than one Candidate appears on the list of each side, then one of those Candidates shall be selected randomly and that person shall be appointed as the Arbitrator. If no Candidate appears on the list of each side then, within three (3) business days after the initial

exchange of lists, each side may strike one Candidate from the list of each other side and shall rank all remaining Candidates in order of preference (with "1" being the most preferable Candidate), and the ranked lists shall be simultaneously exchanged. The Candidate with the lowest total number of points shall be appointed as the Arbitrator. In the event of a tie, one of the Candidates with the lowest total number of points shall be selected randomly and that person shall be appointed as the Arbitrator. If the person selected as the Arbitrator declines to serve or becomes unwilling or unable to serve after selection or appointment, then the Candidate with the next lowest total of points shall be appointed as the Arbitrator. If any party to the Arbitration fails to timely participate in the foregoing selection process then the administrator shall appoint the Arbitrator pursuant to the Rules, except that each recalcitrant party shall be excluded from that selection process.

b. All parties to a Dispute shall participate in meaningful early efforts to resolve the Dispute, whether by direct meeting, mediation, or other reasonable means; provided, however, that this obligation shall not be a condition precedent to the initiation or progress of an Arbitration or other legal proceeding permitted herein.

c. The exchange of information in the Arbitration shall be governed by the Rules except as follows: (i) no side shall take the deposition of more than three (3) individuals (including the use of corporate, "persons most knowledgeable," F.R.C.P. 30(b)(6), or similar deposition notices or devices) unless, upon a showing of extraordinary cause, the Arbitrator permits that side to take a limited number of additional depositions; (ii) each side shall be entitled to the limited discovery of documents (including electronically stored information) which are directly relevant and material to the Dispute and are produced in response to a request that is narrowly tailored to minimize both the burden and expense of the responding person and the disclosure of confidential, sensitive, or financial information; (iii) no party shall propound interrogatories or requests for admission unless permitted by the Arbitrator upon a showing of extraordinary cause; and (iv) upon the request of any party, the Arbitrator shall weigh the anticipated burden or expense of any requested discovery against its likely benefit, and shall impose any reasonable conditions on that discovery, including, without limitation, allocation of the expense of the discovery to the party seeking it.

d. The Arbitrator shall entertain any demurrer, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or other dispositive motion. The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the Dispute and the factual findings and legal conclusions relevant to it (the "**Award**"). The Award shall be final and binding on the parties and, if the Award is not fully satisfied within ten (10) business days after its issuance, then judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Each party to this Agreement irrevocably submits to the personal jurisdiction and venue of a state or federal court of competent jurisdiction in Los Angeles County, California for any purpose permitted herein.

e. The administrative costs of the Arbitration, including fees of the Arbitrator, initially shall be split equally between the sides; provided, however, that the Arbitrator may, in his or her discretion, allocate such costs in favor of any prevailing party.

f. The existence of the Dispute and the Arbitration shall be afforded the highest degree of confidentiality permitted by law. Except only to the extent necessary for a judicial proceeding to enforce, confirm, modify, or vacate an Award, or any other judicial proceeding permitted herein, or as may otherwise be required by law, the Arbitration, the Award, and all related proceedings, evidence, rulings, and testimony, shall remain confidential and shall be used solely for purposes of the Arbitration and adjudication of the Dispute.

g. If all or any portion of a Dispute is held to be non-arbitrable then that Dispute (or portion thereof) shall be adjudicated by a single referee appointed in accordance with the procedures set forth in Sections 638 et seq. of the California Code of Civil Procedure by a state or federal court of competent jurisdiction in Los Angeles County, California.

h. I understand that my sole remedy in any Arbitration or any other proceeding relating to this Agreement or the submitted material is money damages; in particular, I expressly waive the right to seek any other

relief at law or equity (including, without limitation, injunctive relief) with respect to the submitted material or this Agreement. No award may exceed an amount equal to the minimum compensation provided for the writing of equivalent material in the Writers Guild of America Theatrical and Television Basic Agreement in effect as of the date hereof.

7. Each party to this Agreement acknowledges and agrees that exemplary or punitive damages shall not be recoverable under any circumstance for any claim arising hereunder or in connection herewith. Submitter further acknowledges and agrees that its sole remedy for any breach of this Agreement by you shall be the recovery of actual damages caused by that breach (if any), and under no circumstance shall Submitter be entitled to recover consequential or expectancy damages of any kind, to terminate, revoke, or rescind this Agreement, or to obtain any injunctive or other equitable relief in connection with this Agreement. Without in any manner limiting the foregoing, Submitter and its successors and assigns shall not under any circumstance enjoin or restrain the development, financing, production, distribution, exhibition, promotion, marketing, or other exploitation of any content, property, or work of you or any of its affiliates or their successors, licensees, or assigns, in any medium now known or hereafter devised, including, without limitation and as applicable, any audiovisual work produced hereunder or in connection herewith, or the exercise of any allied, ancillary, or related right therein or thereto, and Submitter irrevocably relinquishes, waives, releases, and disclaims any right, at any time, to any such injunctive or other equitable relief. You reserve all rights to injunctive relief and, except as otherwise provided by this Agreement, to all other legal and equitable remedies consistent with applicable law.

8. I have retained a copy of the submitted material, and I release you from any liability for loss or other damage to the copy(ies) submitted by me.

9. You may assign your rights and obligations under this Agreement to any third party, including but not limited to, individuals, firms or corporations.

10. The word **"you"** or **"your"** in this Agreement refers to Universal Pictures, a division of Universal City Studios LLC, any parent entity, any company entity with you by common stock ownership or otherwise, your subsidiaries, affiliates, subsidiaries of such affiliates, any person, firm or entity to which you are leasing production facilities or furnishing financing, or for which you act as a distributor, or who at your request or on your behalf participates in the Program and/or the application process therefor, and the officers, agents, servants, employees, stockholders, licensees, successors and assigns of you and all such persons, firms and corporations referred to in this paragraph. If said material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verbs changed to the first person plural), and this agreement shall be binding jointly and severally upon all such persons.

11. With respect to this Agreement, any provision or part thereof which is deemed void or unenforceable 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 may not be changed, modified, terminated or discharged except by a 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.

13. I hereby state that I have read and understand this Agreement in its entirety; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to said submitted material; and that this Agreement states our complete and entire understanding, and that I have retained a copy of the Agreement.

I ACKNOWLEDGE THAT YOU AGREE TO ACCEPT, READ AND CONSIDER MY SAID MATERIAL IN RELIANCE ON THIS AGREEMENT. I FURTHER ACKNOWLEDGE THAT YOU HAVE INSTRUCTED ME TO SEEK THE ADVICE OF A FRANCHISED LITERARY AGENT OR ATTORNEY BEFORE SO EXECUTING AND DELIVERING THIS AGREEMENT TO YOU.

<i>(Submitter: Please provide all information requested below. All fields must be filled out.)</i>	
<b>Name (Signature):</b>  <b>Print your name:</b>	<b>Address:</b>
<b>Date:</b>	<b>Phone Number:</b>
	<b>Email Address:</b>
<b>ORIGINAL SCREENPLAY</b>	
<b>Title of Submission Material</b> _____	
<b># of Pages:</b> _____ <b>Brief Summary of Theme or Plot:</b> _____ _____ _____	
<b>Principal Characters:</b> _____ _____	
<b>WGA Registration (required):</b> Registration No. _____ Date _____	<b>U.S. Copyright Office</b> (write "none" if not applicable): Registration No. _____ Date _____
<b>ORIGINAL TREATMENT</b>	
<b>Title of Submission Material</b> _____	
<b># of Pages:</b> _____ <b>Brief Summary of Theme or Plot:</b> _____ _____ _____	
<b>Principal Characters:</b> _____ _____	
<b>WGA Registration (required):</b> Registration No. _____ Date _____	<b>U.S. Copyright Office</b> (write "none" if not applicable): Registration No. _____ Date _____

**EXHIBIT A**

(To be completed only if Submitter is represented by an agent or attorney)

The author is \_\_\_\_\_(initial) is not \_\_\_\_\_(initial) represented by an agent or attorney. If the author is represented by an agent or attorney, the section below must be completed by the agent or attorney:

The undersigned, \_\_\_\_\_, is the agent/attorney of

\_\_\_\_\_, the author who executed the foregoing Agreement. As such, the undersigned represents and warrants for the benefit of you (as defined therein), your successors and assigns, and is aware that you, your successors and assigns will rely upon said representations and warranties in accepting the subject submittal, that:

- A. The undersigned has explained to said author the business and legal consequences of executing said Agreement and, in conjunction therewith, submitting author's material in the manner described therein;
- B. The undersigned approves of author's execution of the Agreement;
- C. The undersigned is personally acquainted with said author and has witnessed the author's execution of the Agreement; and
- D. The undersigned will indemnify and hold you, your successors and assigns harmless from any claims, damages, losses or costs (including reasonable attorney fees) which may arise out of a breach or failure of the undersigned's foregoing representations and warranties.

\_\_\_\_\_  
Signature of attorney/agent of author

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date