



## SUBMISSION AGREEMENT

Here's Looking At You Productions, Inc.  
515 E. Elmwood Ave #205  
Burbank, CA 91501

DATE: \_\_\_\_\_

Here's Looking At You Productions:

I am submitting, and may subsequently submit, to Here's Looking At You Productions, Inc. ("HLYP") certain material (the "Material") described below for HLYP's consideration. I understand and agree that HLYP may share the Material with other individuals for their review and consideration. I realize that HLYP's files are full of ideas and stories (in screenplay, synopsis, tape or other form) for theatrical and television programs and that ideas and stories are constantly being submitted to and developed by HLYP. Because many stories and ideas have similar or identical themes, I realize that there is a possibility that the Material may be similar to or identical to other material that has or may come to HLYP from other sources. As a result, I recognize that unless HLYP can obtain adequate protection in advance, you will refuse to accept, review, and consider the Material. The protection for HLYP must be broad enough to protect HLYP, its related companies, all its and their employees, agents, licensees, and assignees and all parties to whom HLYP submits materials. Thus, all references to "HLYP" in this letter include each and all of those persons.

In consideration of the foregoing, and as an inducement for HLYP's agreeing to accept and review my Material, I \_\_\_\_\_ represent, warrant, and agree as follows:

1. The Material is being submitted by me voluntarily and not in confidence. No confidential relationship is intended or created between us by reason of the submission of the Material. Also, nothing in this agreement nor the submission shall place HLYP in a different position from any other member of the public with respect to the Material so that if any part of the Material could be used freely by any member of the public, it may be used by HLYP without liability to me.
2. HLYP agrees that it will not use the Material unless it enters into an agreement with me granting it the right to use the Material or determines in good faith that it has the legal right to use all or part of the Material because (i) I do not own or control such Material for any reason or (ii) those features or elements of the Material HLYP uses have been independently developed by it or obtained from other sources, including HLYP's own employees.
3. I created the Material, it is wholly original with me, and HLYP need not secure permission from any other person but me to use the Material.
4. In no event shall HLYP's review of the Material or any discussions or negotiations we may have imply any agreement to use or compensate me for the use of the Material.
5. If I should bring an action against HLYP for wrongful appropriation of the Material or any related claim and should I be unsuccessful in such action, I assume and agree to pay to HLYP all of its reasonable costs and expenses incurred in defending or contesting such action, including without limitation, court costs, attorneys' fees, and fees for any expert(s). Further, under no circumstances will I be entitled to an injunction or other equitable relief other than a declaratory judgment as to whether HLYP misappropriated the Material. My sole remedy shall be an action at law for damages, if any.
6. I have retained a copy of the Material and agree that HLYP shall not be obligated to return the Material to me, and I release HLYP from all liability if the Material is lost, stolen or destroyed.
7. I acknowledge HLYP is under no obligation to review or use or negotiate with me to license or acquire any rights in or to the Material in any manner.
8. This Agreement is in effect and shall remain in effect for HLYP's benefit and for the benefit of its



515 E. Elmwood Ave #205 • Burbank, CA 91501  
Phone: 213-375-4597 • Fax: 213-402-2485 • E-Mail: [info@hlyp.com](mailto:info@hlyp.com)  
Web: [www.hlyp.com](http://www.hlyp.com)

parent, subsidiaries, and affiliates and each of their officers, directors, employees, agents, successors, licensees, and assignees.

9. This Agreement is complete in its entirety. No statements or representations have been made except those expressly stated in this Agreement. This Agreement may be modified only by subsequent written agreement executed by the parties. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed omitted and this Agreement, without such provision, shall remain in full force and effect.

10. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California applicable to agreements entered into and performed therein.

11. I hereby state that I have read and understand this Agreement.

The following describes the Material submitted, or to be submitted, to Here's Looking At You Productions, Inc:

Title of Submission: \_\_\_\_\_

Description: \_\_\_\_\_

Item(s) **Submitted** (check and fill-in all that applies):

**SUMMARY**     **SCREENPLAY**     \_\_\_\_\_

Very Truly Yours,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Telephone/Cell

\_\_\_\_\_  
Email

ACKNOWLEDGED AND AGREED:  
Here's Looking At You Productions, Inc.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name