



Script Submission Agreement

This Script Submission Agreement (“Agreement”), with an effective date of [REDACTED] is entered into by and among ARRI Inc. and ARRI Grants team, on the one hand (each and together “Reader”), and the undersigned (“Writer”), on the other hand:

Name of Writer:

Address:

Phone:

Email:

Website:

Title of Submission (“Material”):

Brief Summary of Theme or Plot:

WGA Registration No.

1. Definition of Material. Writer agrees and acknowledges that the definition of Material in this Agreement includes all materials submitted to Reader by Writer, including but not limited to, a motion picture or television script (or portions of such material), ideas, loglines, stories, characters, formats, synopses and treatments.
2. Consideration. Writer agrees and acknowledges that by entering into this Agreement, Reader will consider Writer for an equipment loan (“Equipment Grant”) but that Reader is not obligated to make such an Equipment Grant to Writer.
3. Writer Representations and Warranties. Writer represents and warrants:
 - a. Writer acknowledges that because of Reader’s position in the entertainment industry, Reader receives numerous solicited and unsolicited submissions of scripts, ideas, loglines, stories, characters, formats, synopses and treatments and that many such submissions, including Material, are similar or identical to those developed by Reader, its employees or contractors.
 - b. The Material does not in any way infringe upon or violate any copyright, common law rights or constitute a defamation or invasion of the rights of privacy and/or publicity of any person, firm or corporation whatsoever.

- c. Writer is the sole owner and author of the Material, which is original to Writer (except for portions which are in the public domain or which are licensed to Writer).
- d. Writer is submitting a copy of the Material to Reader and Reader has the right to digitize, copy or discard such Material, in Reader's sole discretion.
- e. Writer has the full right to submit the Material to Reader.
- f. Writer represents and warrants that Writer is at least eighteen (18) years old and has full authority to enter into this Agreement.

4. No Relationship between Reader and Writer. Writer agrees and acknowledges that Writer is not an agent, employee, joint venturer or partner of Reader and that no fiduciary relationship exists or is established between Reader and Writer by reason of this Agreement or submission of Material by Writer to Reader.

5. No Obligation by Reader. Writer agrees and acknowledges that Reader has no obligations to Writer due to Writer's submission of Material to Reader, including but not limited to compensation of any type (monetary or otherwise, including the Equipment Grant).

6. Writer Release. Writer, for him/herself and all Writer's assigns, successors, heirs, agents, representatives and any other person acting on Writer's behalf, releases and absolutely forever discharges ARRI Inc. and ARRI Grants team, and each of their successors, subsidiaries, parents, assigns, agents, affiliates, representatives, officers, directors, employees and heirs (collectively "Releasees"), of and from any and all claims, damages, demands, debts, liabilities, obligations, legal fees, costs and causes of actions of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which Writer had or may have against Releasees, so that Writer has no claim of any kind or nature whatsoever on or against Releasees, directly or indirectly, on any negligence, warranty, obligation or any supposed liability or thing or act undertaken, done, or omitted, relating to the Material. Writer acknowledges that Writer is aware and informed of Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Writer waives and relinquishes all rights and benefits concerning the Releasees that Writer has or may have, under Civil Code section 1542 to the full extent Writer may lawfully waive such rights and benefits. Writer acknowledges that Writer or Writer's representatives may later discover facts different from, or in addition to, those which Writer now believes to be true with respect to the claims, demands, liabilities and causes of action of every kind Writer is releasing, and agrees that this release is and shall remain in effect as a full and complete release of the Releasees, notwithstanding the later discovery of different or additional facts.

7. Indemnity. Writer shall indemnify, defend and hold Reader, and Reader's officers, directors, employees, agents, representatives and heirs harmless from and against any and all claims, demands, suits, losses, liabilities, damages, costs, expenses and judgments of every kind and nature whatsoever, including, but not limited to attorney's fees, arising out of or in any way related to the Material or its use by Reader or breach or alleged breach of any Writer obligations, warranties and representations.

8. **Applicable Law/Venue/Jurisdiction.** This Agreement, and all related disputes, shall be interpreted according to California law, without regard to its conflict of interest principles, and the sole and exclusive venue and jurisdiction for all disputes shall be Los Angeles County, California.

9. No Injunctive Relief. If any disputes arise between Reader and Writer concerning this Agreement, Writer agrees and acknowledges that Writer will not be entitled to injunctive relief or undertake any legal efforts to restrict the exploitation of Material by Reader.

10. More than One Writer. If the Material is submitted by more than one person, then the meaning of the singular in this Agreement shall be changed to the plural and this Agreement shall be binding jointly and severally upon all such persons.

11. General Provisions. This Agreement supersedes and replaces all other agreements, either oral or in writing, between Reader and Writer with respect to its subject matter. Writer acknowledges that no promise or representation has been made by Reader or any Reader representative that is not contained in this Agreement and that any agreement, representation, or promise not contained in this Agreement is not valid or binding. No breach of any provision of this Agreement may be waived unless in writing and any waiver is not a waiver of other acts or provisions or the right to later enforce that provision. This Agreement may be amended only by written agreement signed by Reader and Writer. This Agreement may be signed in multiple facsimile or PDF counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

<p>WRITER</p> <p>Printed Name: _____</p>	<p>READER</p> <p>ARRI Inc.</p> <p>By _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
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