





# SCRIPT P.I.M.P.

## Pipeline Into Motion Pictures

### 2009 TV COMPETITION TERMS OF USE AGREEMENT

I am submitting to SCRIPT P.I.M.P., LLC (hereinafter "you" or "your") payment of the entry fee and the script (or scripts) described in the order form.

In consideration of your acceptance of the script (or scripts) described in the order form as an entry (or entries) in your screenwriting competition, I am submitting such script (or scripts) and paying the required entry fee (or fees), and I hereby acknowledge, warrant, represent and agree as follows:

*Script Title:* \_\_\_\_\_

*WGA or Copyright #:* \_\_\_\_\_ (optional)

1. I am submitting the script(s) described above ("Script", which term shall apply to each script submitted by me) as an entry in your screenwriting competition. I acknowledge that I have read all of your Writing Competition rules. I accept and agree to comply with all of these rules, and I understand that failure to adhere to these rules may result in my disqualification. I request that you evaluate and judge the Script to determine if in your sole judgment it is worthy of winning a prize in your screenwriting competition. I understand, acknowledge and agree that the Script may be evaluated and judged by one or more of your executives or employees, free-lance readers or other individuals selected by you.

2. I make the following representations and warranties.

A. The Script is submitted by me voluntarily and is not submitted in confidence, and no confidential relationship between you and me is intended to be created by this Agreement or the submission of the Script.

B. The Script is completely original with me; I am the present and exclusive and sole owner of all right, title, and interest in and to the Script; and I have the exclusive, sole, and unconditional power and right to submit the Script to you subject to the terms and conditions of this Agreement and the rules of your screenwriting competition. (If the Script is adapted from another medium, I am enclosing documentation verifying my right to make such an adaptation.)

C. The Script has not been produced, sold or optioned.

D. I am at least eighteen (18) years of age.

E. I acknowledge my understanding that eligibility to compete in this contest is limited to individuals who do not fall within any one of the following:

(i) Individuals who have received sole or shared producer credit as to any film, series, or episode that has been produced for presentation in theaters or by means of television, home video, or any similar medium;

(ii) Individuals who have received sole or shared writing credit as to any film, series, or episode that has been produced for presentation in theaters or by means of television, home video, or any similar medium;

(iii) Individuals who have received sole or shared directing credit as to any film, series, or episode that has been produced for presentation in theaters or by means of television, home video, or any similar medium;

(iv) Individuals who have sold or optioned, in consideration of the receipt of the sum of \$15,000 or more, any film screenplay to any entity or individual.

F. My agreement to the terms and conditions set forth herein and my submission of the Script does not violate any agreement with any other party and does not violate the rights of any other party, copyright or otherwise.

G. I have read the terms and provisions of this Agreement, and I fully understand such terms and provisions.

H. I have read the rules of your screenwriting competition, and I fully understand such terms and provisions.

3. I understand and acknowledge that I have no greater rights to the Script than those rights that are created under the applicable copyright laws, and I understand and acknowledge the possibility that you, or any one or more of your members, directors, officers, employees or agents may be exposed to or may develop materials and ideas which may be similar to those of the Script and I understand and acknowledge that I will not be entitled to any compensation because of the use of any such similar material which is independently conceived and created other than with respect to any rights which I may have under the applicable copyright laws.

4. I understand and acknowledge that, as result of my execution of this Agreement and my payment of the entry fee, my rights are expressly limited to those that are explicitly set forth in this Agreement and more specifically the only right of which I am guaranteed is to have you evaluate and judge the Script for purposes of determining, whether in your sole judgment, it is worthy of winning a prize in your screenwriting competition. I acknowledge however that this is a valuable right.

5. I agree that I will at no time assert against you (or any of your members, directors, officers, employees or agents) any claim based on an assertion of plagiarism, idea theft, confidential or fiduciary relationship or any other theory relating to the Script unless you (or any such member, director, officer, employee or agent) directly or in active and material collaboration with another individual or entity made use of the Script or any of the content thereof in a manner that was in violation of my rights under the applicable copyright laws. I hereby absolutely release and forever discharge you (and each of your members, directors, officers, employees, and agents) from any and all claims, liabilities, damages, legal fees, costs, actions and causes of actions against you (or any of your members, directors, officers, employees or agents), whether now known or unknown, suspected or not suspected, asserted or not asserted, of any type which I now may have or which I may have at any time in the future, which in any way relate to the Script except claims that are expressly permitted by the preceding sentence.

6. In agreeing to the provisions of Paragraph 5 hereof, I acknowledge and understand that I may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, I hereby acknowledge that I have read and understand, and hereby expressly waive with respect to any such claims, any and all rights and benefits which I may have under Section 1542 of the Civil Code of California, which states:

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

7. I agree to all of the provisions of this Paragraph 7. Any dispute arising out of or in connection with this Agreement or relating to the alleged use of the Script shall be submitted to arbitration in the County of Los Angeles, State of California subject to the rules and regulations of the American Arbitration Association then in effect, except that such arbitration shall be handled by a single arbitrator selected in accordance with such rules and regulations. I waive any and all rights and benefits which I might otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being my intention to arbitrate, according to the provisions hereof, all such disputes. Said arbitrator shall be well acquainted with the entertainment business in the County of Los Angeles. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding, and shall provide for each party to bear his or its own costs of arbitration and attorney's fees. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrator is empowered to proceed ex parte.

8. I agree to defend, indemnify and hold harmless you and your members, directors, officers, employees, and agents against any liabilities, losses, claims, demands, costs or expenses (including, without limitation, attorneys' fees) incurred at any time in connection with any breach by me of any of the representations, warranties or agreements contained herein. I agree that I must give you written notice by certified or registered mail of any claim arising in connection with this Agreement 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 facts sufficient to put me on notice of any such claim.

9. I understand and acknowledge that you may retain the copy of the Script submitted to you and I acknowledge that I have retained at least one copy of the Script. I therefore release you from any and all liability for loss of or damage to the copy of the Script submitted by me hereunder.

10. I understand and acknowledge that it is my responsibility (and you have no such responsibility) to protect my rights with respect to the Script, including without limitation, filing or registering the Script with the Writers Guild of America or the United States Copyright Office. I understand and acknowledge that you recommend that I register the Script with both of the foregoing.

11. I understand and acknowledge that you do not purchase scripts or produce motion pictures.

12. I understand and acknowledge that the evaluation of any literary work, such as the Script, is inherently highly subjective and that reasonable men and women may have differing views as to the merits of a particular script.

13. I acknowledge your assurance that you will not use the Script or any parts thereof for any purpose other than in connection with your screenwriting competition unless you: (1) enter into an agreement with me granting rights to the Script, or (2) determine in good faith that such parts of the Script are in the public domain or are not original.

14. I understand, acknowledge and agree that nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its or his own actions, and that neither party shall be liable under any contracts of the other.

15. I understand, acknowledge and agree that no provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by you and me. I acknowledge that no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement and that this Agreement constitutes the entire understanding and agreement between the parties with respect to all matters herein. I understand, acknowledge and agree that this Agreement shall be binding upon my heirs and legatees.

16. I grant you the right to mention my name and the Script on your website if the Script wins one of the prizes in your screenwriting competition without your having to pay any compensation to me.

17. The words "you" and "your" in this Agreement refers to SCRIPT P.I.M.P., LLC or any subsidiary or corporate affiliate of SCRIPT P.I.M.P., LLC. If the Script is submitted by more than one person, the word "I" shall be deemed to mean "we" (and each corresponding verb shall be deemed to have been changed to the first person plural verb and this Agreement will be binding jointly and severally upon all such persons). Whenever the masculine gender is used in this Agreement, it shall include the feminine.

Very Truly Yours,

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Date*

APPROVED AND AGREED: Script P.I.M.P., LLC

By: \_\_\_\_\_  
*Copyright © 2000-2009 SCRIPT P.I.M.P., LLC*