

Date: \_\_\_\_\_

ABC Entertainment  
500 S. Buena Vista Street  
Burbank, California 91251

Directors Guild of America  
7920 Sunset Boulevard  
Los Angeles, CA 90046

**Re: Submission of Material - the ABC / DGA Fellowship Program**

**Title of Material Submitted:** \_\_\_\_\_

Dear Sir or Madam:

I wish to submit to ABC Entertainment (“ABC”) and/or the Directors Guild of America (“DGA”), in support of my application to the ABC / DGA Fellowship Program, the material listed below, all the important features of which (including the title, theme, plot and characters) are summarized by me on the attached Exhibit “A.” Such summary and all materials and documents that may be submitted to ABC and/or DGA with respect thereto, including all ideas and their expression as contained therein, are hereafter referred to as “the Project”.

In submitting the Project to ABC and/or DGA, I recognize that ABC engages in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, titles, screenplays, formats, concepts for attractions, parks and other developments, and other materials, hereafter together referred to as “Materials.” I also recognize that Materials which ABC may hereafter use may have originated with or may have been acquired from ABC’s own employees or others either before or after the date of my submission, and may be similar to or may duplicate, parallel or resemble the Project.

I appreciate and understand ABC’s and DGA’s concern that an examination of the Project without a full release of liability might expose ABC and/or DGA to a claim of plagiarism, idea theft, or claimed existence of an implied in fact contract or other claim or litigation. Therefore, as an inducement to ABC and/or DGA to examine, and in consideration of ABC’s and/or DGA’s examination of the Project, I hereby acknowledge and agree to the following terms and conditions:

1. My submission of the Project to ABC and/or OGA is voluntary, not solicited by ABC and/or DGA, and not in confidence. There are no materials being submitted to ABC and/or DGA other than those described in the summary of the Project

attached hereto as Exhibit “A” (and in the application) and incorporated herein by this

reference.

2. I warrant that the Project is original with me, that I have full power and authority to submit the Project to ABC and/or DGA, that I have the exclusive right to grant all rights in the Project, and I hereby bind myself and all other parties claiming under or through me to adhere fully to the terms and conditions provided herein.
3. I understand and agree that ABC's use of material containing features and elements similar or identical with those contained in the Project shall not entitle me to any compensation if ABC determines that it has an independent legal right to use such other material, either because such features and elements were not new or novel, were in the public domain, or were not originated by me, were independently conceived or because other persons (including ABC's employees) may have submitted or may hereafter submit material containing similar or identical features and elements.
4. There is no agreement between ABC and/or DGA and myself, express or implied, relating to ABC's use or failure to use the Project.
5. I will not assert against ABC, its parent and/or subsidiary companies, and any of their affiliates, parents, subsidiaries, licensees, assigns, officers, agents or employees (collectively, ABC "Related Parties") any claim or action based on plagiarism, idea theft, infringement, confidential relationship, implied contract, unfair competition or any other theory arising out of ABC's examination of the Project or any alleged use by ABC of the Project. I will not assert against DGA, DGA members who participate in the program or the selection committee and any of DGA's licensees, assigns, officers, agents or employees (collectively, DGA "Related Parties") any claim or action based on plagiarism, idea theft, infringement, confidential relationship, implied contract, unfair competition or any other theory arising out of DGA's examination of the Project.
6. If, notwithstanding my release contained above, I should bring any action against ABC and/or DGA and/or their respective Related Parties for wrongful appropriation of the Project or any part thereof, such action shall be limited to an action at law for damages and in no event shall I be entitled to an injunction or any other equitable relief. I agree that, as a condition precedent to any such action, I will give ABC and/or DGA and DGA Related Parties, as applicable, written notice, by certified or registered mail, of my claim, stating the particulars in complete detail, within the time prescribed by the applicable statute of limitations, but in no event later than 90 days after I acquire knowledge sufficient to put me on notice of any such claim. I specifically agree and understand that I will suffer no damages in excess of Five Hundred Dollars (\$500) and such damages shall be payable only in the event a court of competent jurisdiction shall find that ABC and/or DGA and/or their respective Related Parties have wrongfully appropriated the Project from me and that the Project is original with me. Finally, should I be unsuccessful in any action, I agree to pay ABC and/or DGA and/or their respective Related Parties all of their costs and expenses entailed in defending or contesting such action.
7. I understand and agree that any copy of the Project that I submit to ABC and/or DGA will not be returned to me and may ultimately be recycled. I assume full responsibility

for any loss, theft, destruction or any other disposition of any such copy while it is in ABC's and/or DGA's possession or in transit.

- 8. This agreement constitutes the entire understanding among the parties hereto. Any modification or waiver must be in writing, signed by all parties hereto. The invalidity of any provision of this agreement shall not affect the remaining provisions.

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

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

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

\_\_\_\_\_  
State of

:ss.:

\_\_\_\_\_  
County of

On \_\_\_\_\_ before me, \_\_\_\_\_ personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(seal)

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**EXHIBIT "A"**

TITLE OF MATERIAL SUBMITTED:

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SUMMARY OF THEME AND PLOT OF MATERIAL SUBMITTED:

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PRINCIPAL CHARACTERS:

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OTHER IDENTIFYING CHARACTERISTICS:

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