

**SUBMISSION AGREEMENT**

**Mr. Bill Cowell, CEO**  
**Captures Entertainment, Inc.**  
**P.O. Box 53**  
**N. Tonawanda, NY 14120**

**Dear Bill:**

**I am currently submitting to you the following material (hereinafter referred to as the "Material"):**

**A. TITLE:** \_\_\_\_\_

**B. FORM OF MATERIAL (e.g., outline, treatment, story, screenplay):**

\_\_\_\_\_

**C. BRIEF SUMMARY OF THEME, PLOT AND/OR CHARACTERS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I agree and understand that:**

1. Because of your position in the entertainment industry:
  - a. You receive numerous unsolicited submissions of ideas, formats, stories, suggestions and other materials which may be similar to those developed by you or your employees or to those otherwise available to you;
  - b. You generally do not accept, consider or review unsolicited material unless the person submitting the material has signed this Agreement;
  - c. You would not accept, consider or review the Material if I did not sign this Agreement; and
  - d. No confidential relationship is established by submitting the Material to you.
  
2. I may submit the Material or similar material to persons other than you. I have kept at least one copy or duplication of all the Material submitted to you. You may present this Material to third parties.

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3. You will review the Material after you receive a copy of this Agreement, which I have signed. If you decide that you wish to use the Material, or any elements or aspects of the Material for any purpose, then you and I may negotiate in good faith to reach a written agreement covering your use of the Material and any compensation or payment. I understand that you are under no obligation to enter into such negotiations and I reserve all rights until such time (if ever) as an agreement between us is concluded.

4. I am not waiving, and this Agreement will not limit, my copyright of the Material. I understand that you may use in any fashion:

- a. Any matter which is created by you or made available to you by other sources either heretofore or hereafter, and which contain elements or aspects which are similar to protectable literary property contained in the Material, and/or
- b. Any elements or aspects of or matter contained in the Material, which is not original with me, new, unique, concrete or novel and/or which is in the public domain.

I will not sue you or bring any action or proceeding against you if you use any such matter, and you are entitled to an injunction or other equitable remedy if such a suit, action or proceeding is brought.

5. You have no obligations to me (including any obligation to compensate or make payments to me, unless you expressly agree to do so), except for those expressly stated in this Agreement.

6. I hereby state that:

- a. The material was created and is owned free and clear of all other interests only by me; and
- b. I have full right to submit the Material to you and to comply with this Agreement.

I will fully reimburse you if you incur any losses, damages or other expenses (including attorneys' fees) because any or all of the statements made in this release form are not true.

7. If either you or I transfer, assign or license any rights under this Agreement, the person making the transfer, assignment or license will still be responsible for performing his/her/its obligation under this Agreement.

8. If more than one party signs this Agreement as the submitting party, then references to "I" or "me" throughout this Agreement shall apply to each such party, jointly and severally.

9. I have read and have retained a signed copy of, and understand, this Agreement.

10. Should any provision or part of this Agreement be voided or unenforceable, such provision or part shall be limited only to the minimum extent necessary to be valid and enforceable and the balance of this Agreement shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

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11. I acknowledge that you have encouraged me to seek the advice of a literary agent or attorney before executing this Agreement and delivering the Material.

12. This Agreement sets forth the complete understanding between you and I with respect to the subject matter hereof. I acknowledge that neither you, nor any employee, agent or representative of your's has made any representation or promise not expressly contained in this Agreement.

13. This Agreement is governed by and construed under the laws of the State of New York, applicable to agreements entered into and to be fully performed therein.

Signature(s)	Signature(s)
Printed Name(s)	Printed Name(s)
Address(es)	Address(es)
Telephone Number(s)	Telephone Number(s)
Date	Date