

FAIR COVERAGE DOT COM

Submission Agreement

1. This Submission Agreement (the “Agreement”) is by and between Fair Coverage Dot Com (“Fair Coverage”) and _____, (the “Client,” whether an individual or a writing team) of the script (or other type of work being submitted) entitled, “_____” (the “Material”).
2. The Client understands that Fair Coverage will not review any Material without this signed Agreement.
3. The Client hereby grants Fair Coverage and its affiliates the right to read and critique the accompanying Material as part of its evaluation service (“Service”).
4. The Client acknowledges that the Material is the work of the Client.
5. If the Material is in written form (i.e., a script or manuscript), the Client acknowledges sole ownership of this work and its copyright. If the Material is a film or audio visual project, the Client acknowledges that the Client has the full legal authority to request the Service.
6. The Client (or youngest member of the writing team) is at least eighteen (18) years of age.
7. The Client understands that Fair Coverage and its affiliates are exposed to many stories, ideas, concepts and other literary materials, through this Service and via other means. The Client also understands that many stories, ideas, and concepts are similar, and that different stories, ideas, and concepts frequently relate to one or more common underlying themes and may closely resemble other works.
8. The Client understands and agrees that the Client will not be entitled to any compensation or other consideration because of the use of such similar or identical material, stories, ideas, and/or concepts that may have come to you or your affiliates. The Client hereby releases Fair Coverage and its affiliates from any and all claims, liabilities and demands that may be made by Client asserting that Fair Coverage has used or appropriated the Material, or any portion thereof.
9. The Client acknowledges that Fair Coverage recommends that the Client copyright the Material with the United States Copyright Office and/or register the Material with the Writer’s Guild of America. The Client also acknowledges that it is the Client’s responsibility to copyright or register the Material prior to submitting it to Fair Coverage and hereby releases Fair Coverage from any claims that arise from the Client’s failure to do so.
10. The Client has retained at least one copy of the Material that has been submitted to Fair Coverage.
11. The Client also attests that no confidential relationship is established by submitting this Material to you. The Client understands that Fair Coverage and its affiliates are under no obligation other than to provide the Service outlined in this Agreement.
12. The Client understands that the Service involves a subjective process, allowing for reasonable disagreement as to the relative merits of the Material. The Client also understands that the Service may or may not be complimentary or positive in its judgement of the Material, and that the evaluation fee is non-refundable.
13. Fair Coverage will make a reasonable effort to return the Material to the Client. However, Fair Coverage shall not be responsible to the Client, financially or otherwise, for any inadvertent loss of, or damage or destruction to, said Material. The Client understands that

the return of the Material to the Client shall not terminate or affect any rights or obligations under this Agreement.

14. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both the Client and Fair Coverage (the "Parties"). This Agreement, regardless where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein.
15. The Client hereby states that the Client has read and understands this Agreement; that no oral representations of any kind have been made; that there are no prior or contemporaneous oral representations in effect between the Client and Fair Coverage pertaining to said Material; and that this Agreement states the entire understanding between the Parties.

ACCEPTED AND AGREED TO:

Client's Signature

Mailing Address

Printed Name

City, State, ZIP

Date

Phone Number

Co-Client's Signature (if applicable)

E-mail Address

Printed Name

FAIR COVERAGE

Date

Date

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