

Submission Agreement

Dated:

Company/Name:

Address:

Dear Sir or Madam::

I desire to submit to you for your consideration material (herein called “
”) written or controlled by me intended to be used by you as the basis for one or more theatrical motion pictures. The submitted material is as follows: Ideas for a future project to be produced by Gang of Robots, Inc. and/or its assigns.

I recognize the possibility that the submitted material may be identical with or similar to material which has or may come to you from other sources. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the submitted material. The protection for you must be sufficiently broad to protect you, your related corporations, your and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to “you” include each and all of the foregoing.

As an inducement to you to examine the submitted material, and in consideration of your doing so, I represent, warrant and agree as follows:

1. I acknowledge that the submitted material is submitted by me voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the submitted material. Nothing in this Agreement, nor the submission of the submitted material, shall be deemed to place you in any different position from any other member of the public with respect to the submitted material.
2. You agree that you shall not use the submitted material unless you shall first negotiate with me and agree upon compensation to be paid to me for such use, but I understand and agree that your use of material containing features or elements similar to or identical with those contained in the submitted material shall not obligate you to negotiate with me nor entitle me to any compensation if you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created and submitted by other persons, including your employees).
3. I represent and warrant that I own the submitted material free of all claims or encumbrances, and have the exclusive right to offer all rights in the submitted material to you.
4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the submitted material or any discussions or negotiations we may have with respect thereto, except pursuant to an express written Agreement

hereafter executed by you and me which, by its terms, will be the only contract between us.

5. If there is any dispute arising out of this Agreement, including the substance, validity, operation or breach hereof, the dispute between us shall be submitted to arbitration in Los Angeles, California, before an arbiter mutually selected by us who is experienced in the field of entertainment; or, if we cannot mutually agree, then Commercial Arbitration Rules of the American Arbitration Association shall apply.
6. This is our entire agreement. No statements or representations have been made except those expressly stated in this Agreement. This Agreement may be modified only by subsequent written agreement signed by both you and me.
7. This Agreement will be interpreted in accordance with the laws of the State of California.
8. You may freely assign your rights under this Agreement.
9. I hereby agree expressly for the benefit of Gearhead Pictures. That I will not claim that Gearhead Pictures, its employees, agents, studios or financiers with which has an agreement, has had, or may in the future have, access to the submitted material other than through you; and this Agreement applies to all access of the submitted material had by any such party, even if you never submit the submitted material to such party.

AGREED AND ACCEPTED:

By: _____

Title: _____