

# AUDIO THEATER WRITER SUBMISSION RELEASE

(Note: *One completed and signed release form is required to be included for each submission.*)  
Duplicates of this form may be used for not more than one year from January 16, 2008.

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Name of Writer: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

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To the Executive Producer of "Served with a Twist",

I, the above ("Writer"), am submitting to you ("Executive Producer"), the material described below ("Material") and request that you evaluate it for possible use in production within the audio theater series currently titled, "Served with a Twist" ("Program").

**In submitting the Material for consideration I agree with the following:**

1. I understand and agree you do not undertake to consider the Material in confidence.
2. You shall not be under any obligation whatsoever if you desire not to use the Material.
3. I have retained at least one copy of the Material and I agree that you shall not have any obligation to return to me the copy submitted to you nor shall you have any obligation in any way for any loss or damage thereto.
4. I recognize that you have independent access to literary works and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects in whole or in part. Neither my submission of the Material to you nor anything in this release shall be deemed to restrict your freedom or obligate you to me in any way because of the use by you of any such similar or identical material which may have been independently created by you or may have come to you from any other independent source.
5. I hereby represent and warrant:
  - (a) that the Material was created and is solely owned by me and that no other person, or legal entity has any right or interest in or title or legal claim to the Material;
  - (b) that I have the full right and authorization to submit the Material to you upon all of the terms and conditions stated here; and
  - (c) that no persons except those also signing below have collaborated with me in creating the Material.

6. I agree to indemnify and hold you harmless from and against any claim, loss, obligation, liability or expense, including reasonable attorneys' fees, that may be asserted against you or incurred by you in connection with the Material or any use thereof.
7. This submission is a non-exclusive submission, allowing me to submit the Material to others, with the understanding that notification will be given to you of any submissions to third parties and you will be notified as to the current and future status of those third party submissions of the Material. Failure to so notify in a timely manner immediately terminates the consideration of the Material by you.
8. If you desire to use the Material then, upon your initiation, you and I shall negotiate in good faith for the execution of an express contract setting forth terms and conditions for the acquisition by you of any or all rights in the Material which you may desire to acquire.
9. This submission is considered active until either you accept the submission and initiate negotiations as described above, or you notify me that the Material will not be considered for inclusion in the Program. If a period of six (6) months from date of submission has elapsed without any notification from you it is assumed that the Material will not be considered.
10. This writing constitutes our entire understanding. You have not made any prior inducements, promises or representations to me regarding the Material. No other agreement, written or oral, express or implied, exists between us with respect to the Material. Any modification, waiver or termination of any terms or the whole of this agreement must be in writing, signed by both of us.
11. If any section of this document is deemed illegal, invalid, void or unenforceable the affected section shall be severed without affecting the validity of the remaining provisions.
12. My signature below shall constitute this a binding agreement. I and my agents, employees, lessees, licensees, executors, administrators, trustees, beneficiaries, heirs at law, successors and assigns/assignees are bound by the terms of this agreement.

I HAVE READ, UNDERSTOOD AND AGREE TO THE FOREGOING.

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

Title of Submission: \_\_\_\_\_

Description/ synopsis: \_\_\_\_\_

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Send to: Christopher Schiller, Exec. Prod. *Served with a Twist*, 43 Lawnridge Ave., Albany, NY 12208-3111 USA