

SUBMISSION AGREEMENT

DATE: _____

TO: CATCHLIGHT FILMS, LLC

1. I am submitting to you herewith the following described material, ideas or creative work (hereinafter referred to as ("said materials")):

- Title: _____
- Format: _____
- Draft Date: _____
- Screenplay By: _____
- Story By: _____
- Copyright Date (if applicable): _____
- Registration Number (if applicable): _____

2. I understand that you have adopted the policy of refusing to accept, consider or evaluate my material in the absence of my acceptance of each and all of the provisions of the agreement. It is understood that no confidential relationship is established by my submitting the material to you hereunder. I shall retain all rights to submit this or similar material to persons other than you.

3. I request that you examine said material with a view to whether said material may be appropriate for you and you hereby agree to so examine it.

4. I warrant that I am the sole owner and/or author of said material, that I have the exclusive right and authority to submit the same to you upon the terms and conditions stated herein, and that all of the elements of said material are summarized herein.

5. I agree that nothing contained in this agreement nor the fact of my submission of said material to you shall be deemed to place you in any different position than anyone else to whom I have not submitted said material with respect to any portion of said material which does not constitute protectible literary property.

6. I recognize that you and your clients have access to and/or may create or have created literary materials and ideas which may be similar or identical to said material in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material, which may have been independently created by you or any such client or may have come to you or such client from any other independent source.

7. You agree that if you cause to be used any legally protectible portion of said material, provided it has not been obtained from, or independently created by, another source, you will pay or cause to be paid to me an amount which is comparable to the compensation normally paid for similar material or an amount equal to the fair market value thereof as of the date of this agreement, whichever is greater. If we are unable to agree to said amount, or in the event of any dispute concerning any alleged use of said material (e.g. whether you have cause to be used legally protectible portions thereof), or any other dispute arising out of or in connection with said material or with reference to this agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to arbitration. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of California to litigate any such

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dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes (including the arbitrability hereof) by binding arbitration before a single arbitrator (who shall be a retired judge or entertainment attorney experienced in motion picture law) mutually approved by the parties. The arbitration will be held in Los Angeles, CA. The parties agree that they will abide by any decision rendered in such arbitration and that any court having jurisdiction may enforce such a decision in accordance with the laws of the State of California. Each party shall bear its own costs and expenses in connection with such arbitration, and the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

8. Either party to this agreement may assign or license to any person, firm or corporation whomsoever, its or his rights hereunder, but such assignment or license shall not relieve such party or his or its obligations hereunder. This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licensees and clients, and all such heirs, successors, representatives, assigns, licensees and clients shall be deemed to be third party beneficiaries under this agreement.

9. I have retained at least one copy of said material, and I hereby release you of and from any and all liability for loss of, or damage to the copies of said material submitted to you hereunder.

10. I hereby state that I have read and understand this agreement, that no oral representations of any kind have been made to me, and that this agreement stated our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.

11. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof omitted shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purposes hereof.

Dated: _____

Very truly yours,

Signature

Print Name

Address

City and State

Phone Number

AGREED AND ACCEPTED:
CATCHLIGHT FILMS, LLC:

By: