



SUBMISSION RELEASE

I am submitting the enclosed material ("said material") to you which is an original scripts / screenplay / story / lyrics / sound recording / any other original creation titled [.....]. The material is submitted on the following conditions:

1. I request that you read and evaluate the said material with a view to determine whether you will undertake to acquire all or part(s) of it. I shall only be entitled to any compensation from you if you so decide to use the said material with or without changes as suggested by you. Such compensation will be on mutually agreeable terms, in accordance with the formal written agreement as described further in point 8 below.
2. I further understand that you would refuse to accept and evaluate the said material in the absence of my acceptance of each and all of the provisions of this Agreement. I shall retain all rights to submit this or similar material to persons other than you. I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the said material.
3. I acknowledge that because of you being a prominent organization in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions, and the like, and, that many such submissions received by you (either in whole or in part) either generic or are similar to or identical to those developed by you or your employees, or, otherwise available to you. Merely because there are similarities or elements of similarities between the material submitted to you and any material which you may be currently developing or ultimately decide to develop and/or exploit, I shall not be entitled to claim any compensation or seek to enforce other right and/or action in relation to the material that I have submitted to you.
4. I represent and warrant that I am the author of the said material, that I am the present and sole owner of all right, title and interest in and to the said material, that I have the exclusive, unconditional right and authority to submit and/or convey the said material to you upon the terms and conditions set forth herein: that no third party is entitled to any payment or other consideration as a condition of the exploitation of the said material. However, in any situation where the said material is seemingly similar but with any form of variations to the said material, to submissions and/or material developed by you or your employees, or, otherwise available to you, the intellectual property rights in such modified material shall at all times, rest with you.
5. I agree to indemnify you from and against any and all claims, expenses, losses or liabilities (including, without limitation, reasonable lawyer's fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with the said material, or any use thereof, including without limitation those arising from any breach of the warranties and promises given by me herein.
6. In the event of any dispute concerning the said material or concerning any claim of any kind or nature arising in connection with the said material or arising in connection with this Agreement, such dispute will be submitted to binding arbitration. Each party hereby waives any and all rights and benefits which he or it may otherwise have or be entitled to under Indian laws to litigate all such disputes in court, it being the intention of the parties to arbitrate all such disputes. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail and proceeding thereafter in accordance with the rules and procedures of the Arbitration and Conciliation Act. The arbitration shall be conducted in Mumbai, and shall be governed by and subject to the laws of India. The Arbitrator's award shall be final and binding and a judgment upon the award may be enforced by any court of competent jurisdiction.
7. I understand that due to the large number of such submission's you may receive, it will not be possible for you to personally contact every individual who submits any material and return the material submitted by him/her. I acknowledge that I have retained at least one copy of the said material, and I release you from any and all liability for loss or other damage to the copies of the said material submitted to you hereunder.
8. I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by both you and me, and then you and my rights and obligations shall be only such as are expressed in said formal written agreement.
9. 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.
10. This Agreement shall be governed by the laws of India applicable to agreements executed and to be fully performed therein.
11. I have read and understand this Agreement and no oral representations of any kind have been made to me and this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of the any of the provisions of this Agreement must be in writing signed by both of us.

Sincerely,

(Writer's/Director's/Producer's/Musician's/ Singer's name)

(.....)

Address:.....

Phone number(s): Email Address:.....

ACCEPTED AND AGREED TO:

Light Seeker Media Pvt. Ltd
Mumbai, India