

SUBMISSION AGREEMENT

MoonQuake Productions
1171 S. Robertson Blvd. #323
Los Angeles, CA 90035

I would like to submit to you, either in writing or orally, certain material ("**Material**") described as follows:

MATERIAL TITLE

I am asking you to review the Material to determine whether you wish to acquire those rights I may own in the Material. In consideration of your agreeing to review the Material, I hereby represent, warrant, acknowledge and agree as follows:

1. I agree that you have no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist, and I understand that your review of the Material and any discussions we may have concerning the Material will not obligate you to use the Material or to enter into an agreement with me. I further acknowledge that at this time you have no intent to compensate me in any way and I have no expectation now (and, will have no expectation at the time of submission) of receiving any compensation. I also understand and agree that your use of property containing elements similar to or identical with protectible literary property contained in my Material shall not obligate you to me in any manner if you shall have obtained such property from sources other than from me, either before or after your review of the Material.

2. I understand that you shall give my submission such consideration as it merits in your sole judgment. I am submitting the Material to you with the understanding that should you desire to use any of the Material that is legally protected (provided it has not previously been obtained by you from another source, or independently created by you), you may elect, at your complete discretion, to negotiate in good faith with me regarding a separate agreement to acquire all of my right, title and interest in the Material, provided that your election to enter into such negotiations shall not imply, suggest or establish in any way that the Material is legally protectible and shall not be an admission by you of any kind or nature.

3. If you should not acquire the submitted Material from me, and I subsequently claim that you have used or taken, without the right to do so, any of the Material submitted by me, or if I believe you have otherwise breached this Agreement, I acknowledge and agree that any dispute, claim, cause of action, demand, grievance or controversy of any nature I may have regarding this Agreement, including without limitation the construction, application, or performance of any term or provision hereof, or arising out of or relating to the Material, shall be submitted to binding arbitration in the County of Los Angeles, State of California, in accordance with the arbitration laws of the State of California and rules and regulations of the American Arbitration Association not inconsistent therewith.

In this connection, if any such arbitration results in an award in my favor, I agree that the award shall be limited to a money judgment for the Material used, which shall not exceed an amount equal to the minimum compensation provided for the writing of equivalent material in the Writers Guild of America Theatrical and Television Basic Agreement ("**WGA Agreement**"), or an amount not to exceed \$15,000 (if the Material is in a form not covered by the WGA Agreement). I agree that in no event shall I seek to enjoin, restrict or obtain any form of court order blocking or interfering with your development, production, distribution, marketing, advertising or other exploitation of any Picture (as defined below), it being acknowledged by me that my rights and remedies in connection with the Material are limited to those set forth in this Paragraph. In this regard, I specifically waive statutory damages under Sections 504 and 505 of the Copyright Act (Title 17 of the U.S. Code, 1976). I further agree that should I bring any action against you seeking damages for wrongful appropriation of the Material or any part thereof, any such action shall be, and is hereby, waived and barred unless filed within 6 months after your first public exploitation of the Material, or thirty days after you notify me in writing that you deny liability to me, whichever is earlier.

4. If the Material or any element of the Material is not new, unique, concrete or novel and/or is in the public domain and/or does not constitute protectible literary property and/or is not original with me, then as between you and me, I agree that you have the right to use such elements without any obligation to me whatsoever. Without limiting the foregoing, I claim rights in the title of the Material only as regards its use in connection with the Material.

5. If you subsequently elect to produce a motion picture, television program or other production based on or derived from the Material (each such production being referred to as a "**Picture**"), and we enter into an agreement by which you acquire the rights to the Material from me, I acknowledge and agree that, with regard to credits (such as "story by," "based on," "written by" or "screenplay by" credit), the credit provisions of the WGA Agreement shall apply to each such Picture, to the extent that the WGA Agreement applies to the Material, and I agree to accept the WGA's determination of credits as final and shall be bound thereto. Except as set forth in the preceding sentence, all other aspects of credits accorded in connection with a Picture (including any credit accorded to me, if any) shall be in your sole discretion, and, other than as may be determined by the WGA in connection with each such Picture, I expressly waive my right, if any, under any law (such as the Lanham Act) to be accorded any credit whatsoever.

6. You may, but shall not be obligated to, return my Material to me, and shall not be liable in any way if it is lost, misplaced, stolen or destroyed.

7. I understand that it may be necessary for you to disclose the Material to your various employees, and possibly even to those outside of your employ, to evaluate the Material. Accordingly, I acknowledge that no confidential relationship is entered into or expectation of confidentiality is created by reason of my submission of the Material to you or by reason of any oral discussions that you and I at any time may have with respect to the Material (or any idea relating to the Material).

8. No modification or waiver of the terms or conditions of this Agreement shall be valid unless such modification or waiver is in writing and is signed by both of us.

I have read this Agreement and agree that it states our entire understanding.

Date

AGREE & ACCEPTED BY

Print name _____

MoonQuake Productions

Signed by _____

Signed by _____