

SUBMISSION AGREEMENT

THIS AGREEMENT, dated as of _____ is between Ambitious Films,
2329A 2nd Street, Santa Monica, CA 90405 ("AF")
and _____ ("Submitter").

1. Submitter is herewith submitting to AF the following material described below ("Material"):

TITLE: _____

AUTHOR (S): _____

FORM OF MATERIAL (e.q., Screenplay, Treatment, Novel, Play):

PRINCIPAL CHARACTERS: _____

BRIEF SUMMARY OF THEME OR PLOT:

WGA REGISTRATION NO: _____

NUMBER OF PAGES: _____

DATE OF SUBMISSION: _____

2. Submitter has requested that AF read and evaluate the Material for the purpose of possible development and/or Production of the Material by AF and/or the purpose of AF's evaluation of Submitter as a potential writer for AF possibly having an involvement with the development and/or production of the material by others. AF agrees to read and evaluate Submitter's unsolicited submission of the Material on a non-exclusive basis, but only upon the express understanding that AF shall not be obligated to develop or produce the Material, or to accept submitter as a writer, or to commit to an involvement with the Material, and that such acceptance by AF is in reliance upon the promises, warranties, and representation made by Submitter in this Agreement. Submitter understands and acknowledges that AF has adopted the policy of refusing to read or evaluate unsolicited material unless the person or entity submitting such material has signed this agreement.

3. Submitter warrants and represents that Submitter has the exclusive right and authority to submit the Material to AF upon the terms and conditions stated in this Agreement and that all of the important features of the Material are summarized above. Submitter will defend, indemnify, and hold harmless AF and AF's officers, shareholders, agents, representatives, employees, successors, and assigns of and from any and all claims, obligations, losses, or liabilities (including reasonable attorney's fees) that may be asserted against or incurred by AF and/or any of AF's officers, shareholders, agents, representatives, employees, successors, and assigns at any time in connection with the Material or any use thereof.

4. Submitter agrees that any part of the Material which does not in itself constitute legally protected property may be used by AF or any of AF's officers, shareholders, agents, representatives, employees, successors, and assigns without any liability to Submitter, and that nothing in this Agreement nor the fact of Submitter's submission of the Material to AF shall be deemed to place AF in any different position than anyone else to whom Submitter has not submitted the Material with respect to any such portion of the Material not legally protected.

5. Submitter recognizes that AF and AF's officers, shareholders, agents, representatives, employees, successors, and assigns have access to and /or may create or have created literary materials and ideas which may be similar or identical to the Material theme, idea, plot, format, or other respects. Submitter agrees that the creation and/pr use by AF and/or any of AF's officers, shareholders, agents, representatives, employees, successors, and assigns of any such similar or identical material will not entitle Submitter to any rights in such similar or identical material or compensation in connection therewith, SUBMITTER UNDERSTANDS THAT NO CONFIDENTIAL, FIDUCIARY, OR AGENCY RELATIONSHIP OR IMPLIED-IN-FACT CONTRACT IS ESTABLISHED BETWEEN THE PARTIES BY THE SUBMISSION BY SUBMITTER OF THE MATERIAL TO AF HEREUNDER.

6. AF agrees that if AF uses any legally protected portion of the Material, provided it has not been obtained by AF from, or independently created by, another source, AF will pay Submitter an amount equal to the fair market value thereof as of the date of this Agreement, If the parties hereto are unable to agree to said amount, or in the event of any dispute concerning any alleged use of the Material (e.g., whether AF has used legally protected portions thereof), or any other dispute arising out of or in connection with the Material or with reference to this Agreement, such dispute shall be submitted to arbitration. Each party hereby waives any and all rights to benefits which he or it might otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the parties to arbitrate all disputes according to the provisions hereof and to be bound by such arbitration. Each party hereby waives any and all rights to equitable relief and compensation for tort damages in connection with any breach of this Agreement and agrees that the only issues to be determined during the arbitration are (i) whether this Agreement has been breached, and (ii) the fair market value of the use made of the legally protected portion of the Material. The arbitration shall be conducted in the County of Los Angeles, State of California and, except as herein expressly provided otherwise; the arbitration shall be governed by and subject to the laws of the State of California and the then-prevailing rules of the American Arbitration Association. The arbitrator's decision shall be controlled by the terms of this Agreement. If either party shall fail to appear at the hearing on the

date designated in accordance with the rules of the American Arbitration Association or shall otherwise fail to participate in the arbitration proceedings, then the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.

7. Either party to this Agreement may assign or license his, her, or its rights hereunder, but such assignment or license shall not relieve such party of his, her or its obligations hereunder. It is agreed that this Agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assignees, and licensees, and that any such heir, successor, representatives, assignee, or licensee shall be deemed a third party beneficiary under this Agreement.

8. Submitter has retained at least one copy of the Material and Submitter hereby releases AF of and from any and all liability for loss of or damage the copies of the Material submitted to AF hereunder.

9. Submitter hereby warrants and represents that Submitter has read and understands this Agreement, that no oral representations of any kind have been made to Submitter, and that this Agreement states the entire understanding between the parties with reference to the subject matter hereof. Any modification waiver of any of the provisions of this Agreement must be writing and signed by both parties hereto.

10. Should any provision or part of any provision of this Agreement 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.

11. SUBMITTER ACKNOWLEDGES THAT AF HAS ASKED SUBMITTER TO REVIEW THIS AGREEMENT WITH SUBMITTER'S ATTORNEY AND SUBMITTER WARRANTS THAT SUBMITTER HAS HAD AN OPPORTUNITY TO DO SO.

ACCEPTED AND AGREED TO:

DATED:

AMBITIOUS FILMS By: _____

Submitter's Signature _____

Print Name _____

Address _____

City and State _____

Telephone Number _____

E-mail _____