



## **Entertainment Projects - Submission Package Guidelines**

All submissions must include a signed release form, a cover page and a project for consideration.

A cover page should contain contact information including full name, phone number, email address, as well as a brief synopsis of the project. In addition, you may include project registration number, your most recent bio, a link to your website, talent attached to the project, and any other relevant details.

The release form is attached to this document, make sure to print, sign and send with your package.

Any screenplay submitted to us must be in industry accepted screenplay format.

Please understand that due to the volume of submissions we receive, it may take us a while to review any material submitted to us and we cannot offer feedback or notes on your submission or screenplay.

You agree that your submission of your Project is voluntary, not solicited by us, and not in confidence.

You understand that there is no agreement between us, express or implied, relating to our use or failure to use the Project.

You agree not to assert against us, our affiliates, subsidiaries, licensees, assigns, officers, agents or employees any claim based on plagiarism, infringement, confidential relationship, implied contract, unfair competition or otherwise arising out of any alleged use by us of the Project.

Once ready, send the completed Submission Package including signed release form, cover page, and your project to: [submissions@theinstitute.tv](mailto:submissions@theinstitute.tv). Subject line should read: "Submission Package: (name of your project)." Please be aware any incomplete packages will be discarded.

### **Final considerations when submitting work**

For your protection, we recommend that you register and/or copyright your work. Information on this process may be found at [www.wga.org](http://www.wga.org) & [www.loc.gov/copyright/](http://www.loc.gov/copyright/)

Be selective in your submissions. Put your best foot forward and only submit those projects that are truly ready to be seen by entertainment industry professionals. Your work has a better chance of being well received if it is free of errors including spelling, grammar, and punctuation.

Works that are too long or too short have a much more difficult time finding a home. Try to keep your screenplay to between 90 and 120 pages if possible.

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Thank you for considering The Institute. We commend you for contributing to the world of entertainment. Should there be interest in further developing the project we will reach out to you directly.



**SUBMISSION RELEASE**

As of \_\_\_\_\_, 20\_\_\_\_

Title of Material \_\_\_\_\_

The Undersigned, \_\_\_\_\_ (the "Undersigned") herewith submits to The Institute for the Development of Enhanced Perceptual Awareness Inc. ("Producer") certain written material ("Material") entitled for identification purposes as:

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The Undersigned recognizes that Producer and its affiliated companies have been in business for many years, that its files and those of its affiliates are replete with ideas and stories for theatrical motion pictures, television programs and other entertainment projects, and that new ideas for motion pictures, television programs and entertainment projects are constantly being submitted to the Producer or being developed by the Producer. The Undersigned also recognizes that many stories, ideas and entertainment projects are similar, often different stories, ideas and projects relate to one or more common underlying themes and ideas, and that the Producer or its affiliates may presently have in development a project submitted by third parties or developed by internal sources with a basic theme or idea similar to that of the Material.

In consideration of the foregoing and Producer agreeing to review the Material, the Undersigned agrees to the following:

The Undersigned acknowledges that the Material was created and written by the Undersigned without any suggestion or request from Producer that the Undersigned write or create the Material.

Producer will not use the Material or any part thereof unless Producer shall either: (a) hereafter enter into a written agreement with the lawful owner of the Material or the owner of the rights governing the use of the Material or (b) determine in good faith that Producer have the independent legal right to use all or any part of (or any features or elements in) the Material without the consent of the Undersigned either because the material so used is not new or novel, is in the public domain, is otherwise not legally protected or protectable, was not fixed in a tangible means of expression, or was obtained by Producer from other sources, including Producer own employees.

In no event, in the absence of a written agreement between Producer and the Undersigned, shall any agreement to use or compensate the Undersigned or any other person, corporation or entity for the use of the Material or any other materials, features or elements claimed by the Undersigned to be embodied in the Material, or any other obligation, be implied. Producer acknowledge that no confidential or fiduciary relationship exists between Producer and the Undersigned.

Should Producer proceed under (b) above, and should the Undersigned dispute Producer right to do so, the Undersigned undertakes the entire burden of proof of originality, access, copying, similarity and all other elements necessary to establish Producer liability, and agrees that its submission of the Material

to Producer shall in no event give rise to a presumption or inference of copying or taking, or that anyone in Producer organization, other than the particular individual to whom the Material is delivered by the Undersigned, had access to the Material or examined same. The Undersigned acknowledges and agrees that it is not entitled to any credit in connection with any motion picture, television program or other work Producer may produce or distribute. The Undersigned further agrees that, should he/she bring any action against Producer for wrongful appropriation of the Material or any part thereof, such action shall be limited to an action at law for damages and in no event shall the Undersigned be entitled to any injunction or any other equitable relief. Should the Undersigned be unsuccessful in any such action, the Undersigned assumes, and agree to pay to Producer upon demand, all of Producer costs and expenses entailed in defending or contesting such action, including all court costs, costs of depositions, attorneys' fees, and the fees or charges of any experts engaged by Producer to ascertain originality, public domain status, or any other facts or factors deemed necessary or advisable by Producer in the defense or contest of such action. The Undersigned further agrees that, as a condition precedent to any such action, it will give Producer written notice of its contention that Producer have no right to proceed under (b) above, stating the particulars in complete detail, and that any such action shall be, and is hereby forever waived and barred, unless duly filed by the Undersigned within one (1) year after Producer first public release or use of the Material, or thirty (30) days after Producer notify the Undersigned in writing that Producer deny liability to the Undersigned, whichever is earlier.

In agreeing to the provisions of the preceding paragraph, the Undersigned understands that it may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, the Undersigned hereby acknowledges that the Undersigned has read and understands, and hereby expressly waives the benefits of Section 1542 of the Civil Code of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Undersigned has retained a copy of the Material and agrees that Producer shall not be obligated to return the Material to him/her unless and until Producer receive a written request from the Undersigned therefor. The Undersigned releases Producer from all liability if the Material is lost, misplaced, stolen or destroyed.

The Undersigned hereby acknowledges Producer is under no obligation to use the Material in any manner.

The Undersigned further represents and warrants that the Undersigned [A] is the “author” or the assignee of the authors of the Material, the copyright claimant to the Material and the sole and exclusive owner of the Material and of all rights in and to the Material, and [B] has the full power and authority to submit the Material to Producer on the aforesaid terms and conditions, each and all of which shall be binding on the Undersigned, his/her agents, heirs, successors and assigns. This Agreement shall inure to Producer benefit and to the benefit of Producer affiliates and each of their officers, employees and agents.

If a dispute arises from or relates to this Agreement or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. If the dispute is not settled by mediation, the parties agree to submit the dispute to the American Arbitration Association for binding non-appealable arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration

Association then in effect unless the parties mutually agree otherwise. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The award may be limited to a statement that one party pays the other a sum of money. All demands for mediation or arbitration shall be in writing and made by actual delivery or by certified or registered mail, return receipt requested with a copy to the Association. The list of mediators or arbitrators proposed by the Association shall consist of those persons who are experienced in Client, Agency and Producers--- affairs and need not be attorneys. The arbitration shall be in the City of Los Angeles, State of California. The prevailing party in the arbitration proceedings shall be entitled to attorney's fees and costs in connection with the arbitration proceedings and any legal action taken to enforce the award of arbitration.

This Agreement constitutes the full and binding agreement of the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements or understandings with respect thereto. Any amendment hereto must be in writing and signed by both parties. This Agreement will be governed by the laws of the State of California.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors, licensees, assignees and transferees of the parties hereto whether by license, sale, merger, reverse merger, consolidation, sale of stock or assets, operation of law or otherwise.

This Agreement does not, and shall not be deemed to, make either party the agent of the other, or create a partnership or joint venture between the parties. Neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable for the representations, acts or omissions of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party, whether referred to herein or not.

Very truly

\_\_\_\_\_  
(the Undersigned)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax