

GoingLong Productions
P.O. Box
Ardmore, PA 19003
484.416.3225

Development Team:

I desire to submit to you for your consideration material (herein called "Submitted Material") written, composed, owned or controlled by me intended to be used by you as the basis for one or more theatrical motion pictures. I recognize the possibility that Submitted Material may be identical with or similar to material which has or may come to you from other sources. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the Submitted Material. The protection for you must be sufficiently broad to protect you, your related corporations, and you and their employees, agents, licensees and assigns and all parties to whom you submit material. Therefore, all references to you includes each and all of the foregoing.

As a material inducement to you to examine and consider the Submitted Material, and in consideration of your so doing, I represent, warrant and agree to the following terms and conditions:

1. I acknowledge that the Submitted Material is submitted by me voluntarily, on an unsolicited basis and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the Submitted Material. Nothing in this agreement, nor the submission of the Submitted Material shall be deemed to place you in any different position from any other member of the public with respect to the Submitted Material. Accordingly, any part of the Submitted Material which could be used by the general public may be used by you without any liability to me

2. You agree that you will not use the Submitted Material unless you shall first negotiate with me and agree upon compensation to be paid to me for such use, but I understand and agree that your use of the material containing elements or features similar or identical to those contained in the Submitted Material shall not obligate you to negotiate with me or entitle me to any compensation if you determine that you either have an independent legal right to use such material which is not derived from me (either because such features or elements were not new or novel, or were

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not originated by me or were or may hereafter be independently created and submitted by other persons including your employees).

3. I represent and warrant that I own individually or together with those other persons executing this agreement, the Submitted Material, that the Submitted Material is free of all claims or encumbrances, and that I have the exclusive right to offer all rights in the Submitted Material to you. I grant you an option for thirty (30) days from the date of my signing and returning this agreement to investigate and negotiate with me for the exclusive rights to the Submitted Material and agree that during such period I will not negotiate with others regarding the Submitted Material.

4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of Submitted Material or any discussions or negotiations we may have with respect thereto, except pursuant to an expressed written agreement hereafter executed by you and me which, by its terms will be the only contract between us.

5. If there is any dispute arising out of this Agreement, including the substance, validity, operation or breach thereof (including but not limited to: if you should determine that you have an independent legal right to use the material containing features or elements similar or identical to those contained in the Submitted Material without entering into a written agreement for compensation to me, and if you proceed to use same and I disagree with your determination), the dispute between us shall be submitted to arbitration in Philadelphia, Pennsylvania before an arbiter mutually selected by us who is experienced in the field with respect to the use of material similar to the Submitted Material; or if we cannot mutually agree, then pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this agreement, and any award favorable to me shall be limited to the fixing of the compensation for your use of the Submitted Material, which shall bear a reasonable relation to compensation normally paid by you or others in similar circumstances for similar material. Such award will provide for you and, me, each respectively to bear his own costs of arbitration and attorneys' fees.

6. I assume full responsibility for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession or otherwise.

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7. Except as otherwise provided in this agreement, I hereby release you and your agents, servants, workmen and assigns from any and all claims, demands and liabilities of every and any kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Submitted material except for fraud or willful injury on your part.

8. Should any provision of this agreement be void or unenforceable, such provisions shall be deemed omitted, and this agreement, with such provisions omitted shall remain in full force and effect.

9. This agreement is the entire agreement between you and I. No statements or representations have been made except those expressly stated in this agreement. This agreement may be modified only by subsequent written agreement signed by both you and me.

10. This agreement will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. I consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the federal courts located in that Commonwealth in connection with any lawsuit, action or proceeding arising out of this agreement.

11. You may freely assign your rights under this agreement.

12. I hereby expressly agree for the benefit of *GoingLong Productions* that I will not claim that *GoingLong Productions*, its employees, studios or financiers with which *GoingLong Productions* has an agreement, has had or may in the future have access to the Submitted Material other than through you; and this agreement applies to all access to the Submitted Material had by any such party, even if you never submit the Submitted Material to such party.

13. My typewritten signature below shall be binding on my and constitutes a statement of my intent to be bound by this agreement.

Very truly yours,

_____ Date: _____

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I am submitting for consideration the following material:
