

**ARBOUR MEDIA LLC**  
PO Box 274  
Lewisburg PA 17837

# **SUBMISSION AGREEMENT**

A signed copy of this agreement must accompany any program idea submission to Arbour Media, no submission will be considered without it.

If sent electronically, a scanned copy of the signed agreement must be provided.

## **1. INTRODUCTION**

This Submission Agreement is created in an effort to prevent and, if necessary, to resolve, future disputes between you and Arbour Media LLC. ("Arbour Media") about any material that has been described or submitted by you either orally or in writing to Arbour Media. Disputes about such material can be expensive and distracting, and this Agreement attempts to define the parties' rights in a way that is explicit enough to prevent the disputes, or if disputes arise, to make them less expensive, and to resolve them in a way that is prompt and fair.

## **2. THE ROLE OF IDEAS; ARBOUR MEDIA DOES NOT PAY FOR DISCLOSURE OF IDEAS**

People in the entertainment industry often discuss ideas for prospective works, often in the context of negotiating or planning to assemble a team to execute ideas, or to obtain financing or network support for production. Sometimes, but not frequently, parties in the entertainment industry enter into agreements to pay for the disclosure of ideas. For many reasons, Arbour Media will not, and has no intention to, enter into any oral or implied agreement to pay for the disclosure to Arbour Media of ideas. These reasons include the fact that Arbour Media itself is continuously developing and creating its own ideas and materials, that employees of Arbour Media may currently be working on or previously have worked on ideas or materials similar to the ideas or materials that you might wish to submit to Arbour Media, and that Arbour Media may have received or may some day receive from others ideas or materials similar to the ideas or materials you might wish to submit to Arbour Media.

## **3. NO DUTY TO PAY FOR USE OF FORMATS AND OTHER MATERIALS**

When you sign this Agreement, you acknowledge that you understand that Arbour Media may currently or previously have had access to and/or may independently create in the future or have created in the past ideas, themes, plots, formats and/or materials that may be similar or even identical to the ideas, themes, plots, formats or other elements of the material that you wish to submit to Arbour Media. By your signature hereon, you agree that you will not be entitled to any compensation from Arbour Media or its affiliates by reason of Arbour Media's use of any such material accessed or created independent of your submission and that Arbour Media shall have no obligation to you with respect to any such material, except as set forth in a subsequent written agreement, fully executed by you and Arbour Media. You further understand and acknowledge that Arbour Media is under no obligation or duty to proceed to or otherwise

negotiate and enter such a subsequent written agreement with you. If you are submitting or introducing to Arbour Media a particular person or group of persons to appear or participate in your project, you hereby represent and warrant that you have a documented contractual relationship with such person or group of persons in connection with the submitted project and will provide a copy of all such documentation to Arbour Media. If you do not have a documented contractual relationship with such person or group of persons, Arbour Media and its production or network affiliates shall have no obligation to you should such person or persons become attached to a Arbour Media project. Additionally, Arbour Media shall have no obligation to you should such person or persons become attached to a Arbour Media project that you did not submit (i.e., a Arbour Media project different from your submission).

#### **4. NO CONFIDENTIAL RELATIONSHIP, PARTNERSHIP, OR JOINT VENTURE**

By signing below, you agree that Arbour Media is not entering any confidentiality or nondisclosure agreement with you and is not accepting from you any oral or written materials on the basis of any confidential relationship or other agreement to maintain in confidence any such submission by you to Arbour Media. No partnership, joint venture, or fiduciary relationship will result from your dealings with Arbour Media unless and until such relationship is created by a subsequent fully executed written agreement. You further understand and acknowledge that Arbour Media is under no obligation or duty to proceed with or otherwise negotiate and enter such a subsequent written agreement with you.

#### **5. RIGHTS LIMITED TO COPYRIGHT AND TRADEMARK**

By signing below, you agree that all rights and remedies arising out of any written and/or oral submission that you make to Arbour Media shall be limited to those rights and remedies existing under the federal copyright or trademark laws of the United States of America, and that you and Arbour Media will arbitrate issues relating to such rights and remedies.

#### **6. ARBITRATION AND LIMITATION OF DAMAGES**

You and Arbour Media agree that any and all controversies that arise out of, or that are in any way related to, material that you submit to Arbour Media shall be resolved by final and binding arbitration which will take place in Union County, Pennsylvania, conducted by a sole retired judge or justice at JAMS (or, if JAMS is no longer in existence, at the American Arbitration Association) pursuant to its then-current rules. No award may exceed the sum of \$10,000 per film or program or \$40,000 per television series, whichever is less. By signing below, you agree that you can suffer no damages in excess of these amounts from Arbour Media's use or disclosure of the material that you submit, or for any other claim with respect to it, or that if you do suffer such damages, you expressly waive them in exchange for Arbour Media's agreement to receive your submission.

#### **7. TERM; LIMITATION OF TIME TO BRING CLAIM**

By signing below, you agree that the terms of this Agreement shall remain effective and enforceable as between the parties in perpetuity, subject to the limitation of time to bring a claim. You and Arbour Media further agree that any claim arising from or relating to this

Agreement must be brought within six months after the date you become or should have become aware of Arbour Media’s first use of the material, and that no termination of this agreement and no acts with respect to the materials (such as Arbour Media’s return of the material to you) will be deemed to affect each of our respective rights under this Agreement, including those as to compensation, the Agreement’s arbitration provisions, and the time limits for bringing any claim.

**8. EFFECT OF ARBITRATION; APPLICABLE LAW**

In the event any arbitration is conducted, the award of the arbitrator shall be enforceable according to the applicable laws of the Commonwealth of Pennsylvania. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania applicable to agreements executed and to be fully performed therein, without regard to the conflicts of law principles thereof.

**9. LIMITATIONS OF REMEDIES**

Any and all claims, judgments and awards shall be limited to the amounts set forth above. In no event shall any party be entitled to recover attorneys fees, punitive damages, incidental or consequential damages, statutory damages, double or treble damages, injunctive relief, or any other remedy that results in any amount in excess of the amounts set forth above.

**10. NO ORAL MODIFICATIONS; ENTIRE AGREEMENT; PARTIAL VALIDITY**

The terms and conditions set forth above may not be changed or waived except in writing, and signed by you and by an officer of Arbour Media. This Submission Agreement will apply to all current, as well as future, submissions that you make to Arbour Media. This Agreement constitutes the entire understanding of you and Arbour Media regarding your submissions.

**11. SEVERABILITY**

You understand this Submission Agreement is intended to be construed as broadly as possible under all applicable law(s). To the extent any provision of this Submission Agreement is found to be illegal, invalid or unenforceable as to any circumstance, such finding shall not affect to legality, validity, or enforceability of any other provision of this Submission Agreement.

**AGREED TO AND ACCEPTED:**

**SUBMITTING PARTY (“YOU”):**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ARBOUR MEDIA LLC**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Please also provide the following information:

Name of Submitter (print):	
Title of Submissions:	
Date Submitted:	
Number of pages submitted:	