

National Latino Media Council

Writers Program Fall 2008

General Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ *City State ZIP Code*

Phone: () _____ E-mail Address: _____

Social Security No.: _____

Education

High School: _____ Address: _____
From: _____ To: _____ Did you graduate? YES NO Degree: _____

College: _____ Address: _____
From: _____ To: _____ Did you graduate? YES NO Degree: _____

Other: _____ Address: _____
From: _____ To: _____ Did you graduate? YES NO Degree: _____

Emergency Contact

Please list two emergency contacts.

Full Name: _____ Relationship: _____
Phone: () _____

Full Name: _____ Relationship: _____
Phone: () _____

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

Signature: _____ Date: _____

ABC Entertainment
500 South Buena Vista Street
Burbank, California 91521-4664
Attention: Senior Vice President, Legal Affairs

Dear Sir or Madam:

I wish to submit for ABC Entertainment's (hereafter referred to as "you" or "your") consideration the script or project listed below, all the important features of which (including the title, theme, plot and characters) are summarized by me on the attached "Exhibit A." Such summary and all materials and documents that may be submitted to you with respect thereto, including all ideas and their expression as contained therein, are hereinafter referred to as the "Project."

In submitting the Project to you, I recognize that you engage in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, titles, screenplays, formats, concepts for attractions, parks and other developments and other materials, hereafter together referred to as "Materials." I also recognize that Materials which you may hereafter use may have originated with or may have been acquired from your own employees or others either before or after the date of my submission and may duplicate, parallel or resemble the Project.

I appreciate and understand your concern that an examination of the Project without a full release of liability might expose you to a claim of plagiarism, idea theft, or claimed existence of an implied in fact contract or other claim or litigation. Therefore, as an inducement to you to examine, and in consideration of your examination of, the Project, I hereby acknowledge the following understandings and conditions:

1. My submission of the Project to you is voluntary, not solicited by you, and not in confidence. There are no materials being submitted to you other than those described in the summary of the Project attached hereto as "Exhibit A" and incorporated herein by reference.
2. I warrant that the Project is original with me, that I have full power and authority to submit the Project to you, that I have the exclusive right to grant all rights in the Project, and I hereby bind myself and all other parties claiming under or through me to adhere fully to the terms and conditions provided herein.
3. I understand and agree that your use of material containing features and elements similar or identical with those contained in the Material shall not entitle me to any compensation if you determine that you have an independent legal right to use such other material, either because such features and elements were not new or novel, were in the public domain, were not originated by me, or were independently conceived or because other persons (including your employees) may have submitted or may hereafter submit material containing similar or identical features and elements.
4. There is no agreement between us, express or implied, relating to your use or failure to use the Project.

5. I have no belief that the you, your parent and/or subsidiary companies, and any of their affiliates, parents, subsidiaries, licensees, assigns, officers, agents or employees (“Related Parties”) collectively intend to or will wrongfully appropriate the Project or any part thereof. Should I subsequently come to believe that a claim would lie in that regard, however, I agree that, should I bring any action against you and/or your Related Parties for wrongful appropriation of the Project or any part thereof, such action shall be limited to an action at law for damages and in no event shall I be entitled to an injunction or any other equitable relief. I agree that, as a condition precedent to any such action, I will give you written notice, by certified or registered mail, of my claim, stating the particulars in complete detail, within the time prescribed by the applicable statute of limitations, but in no event later than 120 days after I acquire knowledge sufficient to put me on notice of any such claim. Finally, should I be unsuccessful in any action, I agree that you and/or your Related Parties shall have the right to seek in good faith from the applicable adjudicator of the action all of their costs and expenses entailed in defending or contesting such action.
6. If, notwithstanding my release contained herein, I should hereafter claim that you or any of the Related Parties have used the Project, or any portion thereof, without my consent or authorization, I specifically agree and understand that I will suffer no damages in excess of One Thousand Dollars (\$1,000) and that damages up to said limit shall be my sole remedy and shall be payable only in the event a court of competent jurisdiction finds that you have wrongfully appropriated the Project from me and that the Project is original with me.
7. I understand and agree that any copy of the Project that I submit to you will not be returned to me and will be destroyed. I assume full responsibility for any loss, theft, destruction or any other disposition of any such copy while it is in your possession or in transit.
8. If any provision of this agreement is deemed to be invalid, it shall be considered deleted herefrom and shall not invalidate or otherwise affect the remaining provisions. This agreement cannot be modified nor can any provision of this agreement be waived except by a writing signed by the interested parties hereto.

Sincerely,

Signature

Name (Printed or Typed)

Street Address

City, State and Zip Code

Date

EXHIBIT "A"

TITLE OF MATERIAL SUBMITTED:

SUMMARY OF THEME AND PLOT OF MATERIAL SUBMITTED:

PRINCIPAL CHARACTERS:

OTHER IDENTIFYING CHARACTERISTICS:

State of _____

County of _____

On _____ before me, _____, personally
appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

NBC Universal Television Division Policy Concerning Submission of Ideas and Other Material

NBC Universal, Inc.

30 Rockefeller Plaza
New York, NY 10112

100 Universal City Plaza
Bldg. 1320, Suite 3C
Universal City, CA 91608

Thank you for your interest in submitting material, which may include basic or detailed ideas, program formats, storylines, literary material, musical material, audio, video and film works, titles and performances, for our use. Because we receive many submissions that are similar to other ideas already under consideration, it is our policy to decline to consider any material unless the person submitting it has completed and signed the Agreement below. **Please review the entire Agreement, and do not submit to us any material that you deem to have a value in excess of the limits specified in Paragraph 5 below.** Please complete and sign this Agreement in the spaces provided, return the original to us, and retain a copy for your records.

Title(s)
Author(s) (Print name) and, if a musical composition, Artist(s)

Agreement

Dear NBC Universal:

In accordance with **NBC Universal policy concerning submission of ideas and other material**, I am today voluntarily submitting to NBC Universal, Inc., its parent, subsidiary, and affiliated entities (including, without limitation, NBC West, NBC Studios, NBC Enterprises, USA Cable Entertainment, Universal Network Television, Universal Talk Television, Bravo Media, Sci Fi, Sleuth, Chiller, MSNBC, CNBC, Telemundo, mun2, Telemundo Internacional, Universal Media Studios, Oxygen Media and NBC Universal Television Studio Digital Development), and any entity which may produce programming for any of the foregoing (collectively, "you") my material summarized on the following page (the "Submitted Material") pursuant to the following terms:

1. I acknowledge that I am submitting the Submitted Material voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is intended or created between us by 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, you may use any part of the Submitted Material that any member of the public freely could use without liability to me.
2. I declare that all of the important features of the Submitted Material are summarized on the second page of this form and any of its attachments or enclosures, and that I have disclosed no other features to you. I warrant that I have originally created the Submitted Material and that no one else to my knowledge has any right to it. I believe the Submitted Material and its features to be unique and novel. However, I recognize that other persons, including your own employees, may have submitted to you or others, or made public, or may in the future create and submit, or make public, similar or identical material that you may have the right to use, and I understand that I will not be entitled to any compensation because of your use of other similar or identical material. I understand and agree that your use of material containing features or elements similar or identical to those contained in the Submitted Material will not obligate you to negotiate with me or entitle me to any compensation if you determine that you have an independent legal right to use that other material (for example, because the features or elements are not new or novel, were not originated by me, or were or may hereafter be independently created and submitted by other persons, including your employees).
3. You agree to have an employee consider the Submitted Material. If you want to use the Submitted Material, and provided it is original, novel, and valuable, you agree to pay me as total compensation an amount of money to be set forth in a separate written agreement, which then will be the only contract between us with regard to this subject matter.
4. I agree that I must give you written notice by certified or registered mail to the NBC Universal Law Department at either address listed above, of any claim arising in connection with the Submitted Material or in connection with this Agreement. I agree to provide that notice within 30 calendar days after I acquire knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding pursuant to Paragraph 5 below within six months after the date of your alleged first use of the Submitted Material; my failure to do so within that six-month period shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against you.
5. This Agreement shall be interpreted under the internal, substantive laws of the State of New York without regard to the conflicts of law provisions thereof. Except to the extent prohibited by any applicable collective bargaining agreement, any controversy arising between us as to the Submitted Material, or otherwise relating to this Agreement, shall be conclusively determined by arbitration as provided by New York law and the rules of JAMS, and our arbitrator will be an attorney who is licensed to practice law in New York or a

retired judge and mutually selected by us. If we cannot agree on an arbitrator within the time limits set by the rules of JAMS, we shall accept any attorney who is licensed to practice law in New York or any retired judge designated by JAMS. The arbitrator shall agree to arbitrate the controversy in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or any subsequent versions in effect at the time the arbitration is commenced. The arbitrator's decision and authority shall be controlled by the terms of this Agreement. No award may exceed: (1) the minimum rate that would be due under the Writers Guild of America Theatrical and Television Basic Agreement in effect as of the date hereof, for a network, primetime, one-half hour broadcast story and teleplay (so-called "bargain rates," and not to include minimums payable for pilot scripts, back-up scripts or spin-offs) if the material is used in or as the basis of a national network broadcast or cable program or an online, electronic, interactive or internet program; (2) \$5,000.00 if the material is used in or as the basis of a program exhibited only on your owned stations; or (3) \$1,000.00 if the material is used for any other commercial purpose. I agree that I can suffer no damages in excess of these amounts from your use of the Submitted Material or for any other claim with respect to it. I understand that my sole remedy in any arbitration or any other proceeding relating to this Agreement or the Submitted Material is money damages; in particular, I expressly waive the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Submitted Material or this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. I may only commence an action at law for the sole purpose of enforcing an arbitration award. Notwithstanding the foregoing, I understand and acknowledge that the entity to which I am providing the Submitted Materials may not be a signatory to the Writers Guild of America Theatrical and Television Basic Agreement.

6. I have retained a copy of the Submitted Material, and I release you from liability for loss of or damage to the Submitted Material.
7. This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing, signed by both of us. The invalidity of any provision will not affect the remaining provisions. This Agreement applies equally to any other material that I may submit to you, unless agreed in writing to the contrary at the time of the submission.
8. No termination of this Agreement, and no acts with respect to the Submitted Material (such as your returning it to me) will be deemed to affect our respective rights under this Agreement (including those as to amount of compensation, agreement to arbitrate, and time for bringing any action), and all rights will survive any termination or acts.

<i>(Author, Artist or Agent: Please provide all information requested below. If an individual other than the Author or Artist signs below, then please also print the name and title (if applicable) of the authorized signatory.)</i>	
Name (Signature)	Date
Address	Phone Number
	Email Address

Form of material (i.e., written or in-person pitch, screenplay or teleplay, treatment or story, novel, short story, play, format for TV series, CD, MP3 file, Wave file, etc.): _____

Principal Characters (if applicable): _____

Summary of theme or plot (if applicable): _____

Has the material (written or musical) been registered with the U.S. Copyright Office? Yes/No (circle one)
 If so, please provide the following information: Reg. Date: _____ Reg. No.: _____
 Has any written material been registered with the WGA? Yes/No (circle one)
 If so, please provide the following information: Reg. Date: _____ Reg. No.: _____
 If submitting musical material, is the composer affiliated with any Performance Rights Organization (i.e., ASCAP, BMI, or SESAC)? Yes/No (circle one) If yes, which one? _____