

April 9, 2018

Disney | ABC Television Group
500 South Buena Vista Street
Burbank, California 91521-4016

Dear Sir or Madam:

In support of my application to the National Hispanic Media Coalition's Writers Program, I wish to submit for the Disney | ABC Television Group's (hereafter referred to as "you" or "your") consideration the original pilot script or spec script 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 am over the age of eighteen (18) and 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 understand that I may submit an original pilot as my Project as part of my application. There is no agreement between us, express or implied, that you will buy, produce, or order to series any pilot I submit. I further understand any presentation, revision, or discussion of the pilot with any of your employees is part of the application process and does not indicate your decision to develop the pilot. Any waiver or modification of this provision must be in writing as required by Paragraph 9 herein.
6. I have no belief that you, your parent and/or subsidiary companies, and any of their affiliates, parents, subsidiaries, licensees, assigns, officers, agents or employees (collectively, "Related Parties") 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.
7. 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.

8. I understand and agree that any copy of the Project that I submit to you will not be returned to me. 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.
9. 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 constitutes the entire understanding among the parties and 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: