

**CBS DIVERSITY INSTITUTE
DIRECTING INITIATIVE PROGRAM**

SUBMISSION RELEASE FORM

CBS Entertainment
7800 Beverly Blvd.
Los Angeles, CA 90036

Date:

To Whom It May Concern:

I am submitting to you herewith certain material described as follows:

Sample Reel

Dear Sir or Madam:

I wish to submit to CBS Entertainment, in support of my application to the Diversity Institute Directing Initiative Program, the material identified on the preceding page. Such sample reel and summary that may be submitted to CBS with respect thereto, including all ideas, elements and their expression contained therein, are hereinafter referred to as "the Material".

In consideration of your examining the Material, I hereby represent, warrant and acknowledge and agree as follows:

1. My submission of the Material to CBS is voluntary, not solicited by CBS and not in confidence. There are no materials submitted to CBS other than those described on the preceding page.
2. I warrant that I am either the author or owner of all rights to said material, or the duly authorized agent of the lawful owner of the Material. And that I have full power and authority to submit the Material to you on the terms and conditions hereof and that no further consents from third parties are required. This agreement shall inure to your benefit and to the benefit of your parent, subsidiary and affiliated corporations and to each of their respective officers, employees and agents.
3. The Material has been, and is hereby, submitted with the understanding that you will not use the same or any part thereof unless either a) you shall hereafter enter into a written agreement with the lawful owner of the Material, it being understood that in no event shall any agreement be implied in fact or in law; and that you shall not become obligated to pay anything to me or any other person, firm or corporation in the absence of any written agreement by you; or b) you shall determine in good faith that you have the right to use all of any part of the Material without obtaining clearance, either because the Material, or any part thereof, so used is not new or novel, or were not originated by me, or is in the public domain, or is otherwise not legally protected or protectable, or was not reduced to concrete form, or was obtained by you from other sources,

including without limitation, your own employees, or from any other person, it being understood and acknowledged that this submission is not being made in confidence.

4. Should you proceed under 3(b) above, and I should dispute your right so to do, I undertake the entire burden of proof of originality, access, copying and all other elements necessary to establish your liability, and agree that my submission of the Material shall not give rise to a presumption or inference of copying or taking, or a presumption or inference that anyone, other than the particular individual to whom such material is delivered by me, had access to the Material or examined the Material.

5. Should I bring any action against you for wrongful appropriation of the Material or any part thereof, such action shall be limited to an action at law for damages, which shall not in any event, and under any theory, exceed the fair market value of material on the date hereof, and I specifically waive statutory damages and attorneys' fees under Sections 504 and 505 of Title 17 of the U.S. Codes 1976, and agree that I shall in no event seek or be entitled to an injunction or any other equitable relief. Should I be unsuccessful in any such action, I acknowledge agree that I must pay your and court costs, costs of depositions and other discovery, attorneys' fees and the fees and charges of any experts engaged by you to ascertain originality, public domain status, or any other facts or factors deemed necessary or advisable by you in the defense of such action. As a condition precedent to any such action, I will give you written notice of my contention that you have no right to proceed under 3(b) above, stating the particulars in complete detail, and any such action shall be, and is hereby, waived and barred unless filed within six (6) months after your first public release or use of the Material, or thirty (30) days after you notify me in writing that you deny liability to me, whichever is earlier.

6. I acknowledge that I have retained a copy of the Material, and that any copy of the ^ Material that I submit to CBS will not be returned to me and will be destroyed at the end of the selection process. I assume full responsibility for any loss, theft, destruction, or any other disposition of any such copy while it is in CBS's possession or in transit.

7. This agreement constitutes the entire understanding among the parties hereto. Any modification or waiver must be in writing, signed by all parties hereto. The invalidity of any provision of this agreement shall not effect the remaining provisions.

Very truly yours,

Signature

Name (Printed or Typed)

Street Address

City, State and Zip Code

Telephone Number

State of _____)

SS:

County of _____)

On _____ before me, _____ personally known to me OR proved to me on the basis of satisfactory evidence to 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 this/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.

(seal)