

WAIVER AND TERMS OF AGREEMENT - By submitting ("Pitch") your idea(s), stor(ies), concept(s), plot(s), treatment(s), suggestion(s), character(s), and the like, in either written or oral form (collectively, the "Material"), you are agreeing to the following terms:

1. The Material that I will Pitch is mine, I have exclusive rights to the material, and the material is original to me.
2. I understand and agree that the burden of securing copyright or WGA registration for my screenplay or idea lies entirely with me.
3. I agree to hold Kerosene Films, LLC, (the "Company") all executives, producers, managers, agents, production companies, their subsidiaries, affiliates, officers, representatives, employees, and volunteers, harmless from and defend them against all claims, demands, losses, costs, damages, judgments, liabilities, and expenses (including attorney's fees) arising out of or in connection with any and all claims of third parties, whether or not groundless, based on any screenplays, plots, characters, stories, concepts or ideas submitted during the Pitch or on any screenplay, film, or material developed out of those idea(s), stor(ies), concept(s), plot(s), treatment(s), suggestion(s), character(s), and the like.
4. I acknowledge that because of the Company's position in the entertainment industry, that the Company receives numerous submissions of ideas, treatments, stories, suggestions and the like, and that many such submissions received by the Company may be similar to or identical to those developed by the Company's employees or otherwise available to the Company.
5. I understand that I will not be entitled to any compensation because of the use by the Company of any such similar or identical material. I further understand that the Company would refuse to accept or otherwise evaluate my Material in the absence of my acceptance of each and all of the provisions of this Agreement. I shall retain all rights to submit this or similar Material to persons other than the Company. I acknowledge that no fiduciary or confidential relationship now exists between the Company and myself, and I further acknowledge that no such relationships are established between the Company and myself by reason of this agreement.
6. I agree to defend, indemnify and hold the Company, its affiliates, subsidiaries, and successors, as well as their officers, contractors, and employees harmless, with counsel of the Company's choice, from and against any and all claims, expenses, losses, or liabilities (including, without limitation, reasonable attorneys' fees and punitive damages) that may be asserted against the Company or incurred by the Company at any time in connection with the Material, or any use thereof, including without limitation those arising from any breach or alleged breach of the warranties and promises given by me herein.
7. I agree that if, as a result of my Pitch, the Company is interested in engaging me to develop the Material into a screenplay and/or motion picture, I will negotiate with the Company in good faith for the terms, conditions and amount of the payment for such future services.
8. If the Material is submitted by more than one person, the word "I" or "Writer" shall be deemed changed to the plural, and this agreement will be binding jointly and severally upon all the persons so submitting the Material.

_____ Name

_____ Signature