



1572 West 4th Avenue, Second Floor
Vancouver, BC V6J 1L7, 604.681.2338

TERMS AND CONDITIONS

Artist is concurrently submitting to Titlecard Pictures Inc. (Titlecard) a script (in the form of a libretto, play, musical play, screenplay, logline, synopsis, treatment, and/or outline), including title and all other elements thereof (“Script”), and is subject to the following terms and conditions:

1. Artist understands that because of Titlecard’s position in the entertainment industry, Titlecard receives numerous unsolicited submissions of ideas, formats, stories, suggestions and the like; further, Artist understands that many such submissions are similar to ideas, format, stories, suggestions and the like developed by Titlecard or its employees or to those otherwise available to Titlecard. Artist further understands that Titlecard has adopted the policy with respect to unsolicited submissions of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in form substantially similar to this.

Artist specifically acknowledges that Titlecard would refuse to accept, consider or otherwise review the Script in the absence of Artist’s acceptance of each and all provisions of this Agreement. It is understood that no confidential relationship is established as a result of the submission of the Script. Artist shall retain all rights to submit this or similar material to entities or persons other than Titlecard.

2. In consideration of Artist’s execution of this Agreement and of the concurrent submissions, Titlecard agrees to review the material within a reasonable time from the above date.
3. Artist has retained at least one copy or duplicate of all materials submitted to Titlecard. Titlecard shall not be responsible, financially or otherwise, for any inadvertent loss of, or damage or destruction to said Script. Artist understands that Titlecard’s act of returning the Script shall not terminate or effect any rights or obligations under this Agreement.
4. Artist agrees that Titlecard has no obligation to Artist except as set forth in this Agreement and that no other obligations exist or shall be deemed to exist. Artist further acknowledges that at this time Titlecard has no intent to compensate Artist in any way and Artist has no expectation of receiving any compensation.

Artist understands and agrees that Titlecard’s use of materials containing elements similar to or identical with protected literary property contained in Artist’s material shall not obligate Titlecard to Artist in any manner, or in connection with Titlecard’s failure to compensate Artist for Titlecard’s use of the material, and that if any suit is so brought, Titlecard shall be entitled to equitable relief to enforce the provisions of this agreement.

5. If any material or any elements of material submitted by Artist is not new, unique, concrete or novel and/or is in the public domain and/or does not constitute protected literary property and/or is not original with Artist, then as between Titlecard and Artist, Artist agrees that Titlecard has the right to use such elements without any obligation to Artist whatsoever.
6. Artist hereby warrants and represents:
 - a. that the Script was created and is solely owned by Artist and no other person, firm or corporation has any right, title or interest therein or thereto;
 - b. that Artist has the full right to submit the Script to Titlecard upon all terms and conditions stated herein; and
 - c. that the description of the Script contained within the Agreement is accurate and contains all the elements thereof.

Artist agrees to indemnify and defend Titlecard from any and all claims, loss and liability (including reasonable attorneys' fees) that may be asserted against Titlecard or incurred by Titlecard at any time in connection with the Script or any use thereof, arising from any breach or alleged breach of these warranties.

7. Either party to this Agreement may assign or license its rights hereunder, but such assignment or license shall not relieve such party of its obligations hereunder; it is agreed that this Agreement shall insure to the benefit of the parties hereto, their successors, assignees or licensees, and that any such successors, assignee or licensee shall be deemed a third party beneficiary under this Agreement.
8. If more than one party signs this Agreement as the submitting party, then references to "Artist" throughout the Agreement shall apply to each such party, jointly and severally.
9. Should any provision or part of any provision be voided or unenforceable, such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein.
10. This Agreement sets forth the complete understanding between Artist and Titlecard with respect to the subject matter hereof. Artist acknowledges that no representation or promise not expressly contained in this Agreement has been made to Titlecard or any of its agents, employees or representatives. The laws of the Province of British Columbia are applicable to contracts negotiated, executed and wholly performed within said Province shall apply to this agreement.

I have read and understood all of the above terms and conditions and agree to all of the terms and conditions above.