

# SUBMISSION AND RELEASE AGREEMENT

LavaMind  
Submissions  
752 - 38<sup>th</sup> Ave.  
San Francisco, CA 94121

To Whom It May Concern:

Enclosed please find the material identified herein ("Material") which I am submitting to you for your evaluation in accordance with the submission procedure specified on LavaMind's web site as well as with the understanding and subject to the conditions specified herein. I am signing and presenting this agreement in consideration of your agreement to review the Material with the express understanding that I limit my claim of rights to the Material as specifically defined or attached hereto.

1. I acknowledge and agree that:
  - (a) The Material is my original creation and was not made for hire;
  - (b) In the event the Material was made for hire, I have clearly stated herein;
  - (c) You have not suggested or requested that I create the Material for you ;
  - (d) This submission is not made in confidence or in trust;
  - (e) You have no obligation to contact me unless, upon your evaluation, you choose to enter into a development deal with me; and,
  - (f) You have no obligation to preserve, return, or keep the Material.
  
2. Except as otherwise specifically stated in this agreement, I represent that:
  - (a) The material is my original creation, and I have retained the original copy; and,
  - (b) I shall not and have not made any changes to this Agreement.
  
3. You agree that you will not use or commercially exploit the Material without my express permission. You also agree that, in the event you're interested in commercially exploiting the Material, you shall first negotiate with me mutually agreeable terms for such use, including compensation to me. However, I understand and agree that your use of material containing features and elements similar to or identical with those contained in the Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine that you have an independent legal right to use such other material which is not derived from me (either because such features and elements were not new or novel, or were not originated by me, or because other persons, including your employees, have submitted or may hereafter submit material containing similar or identical features and elements which you have the right to use.)

Your Initials: \_\_\_\_\_

4. If there is any dispute arising out of this agreement and if you so elect, I agree to submit any such dispute to arbitration in San Francisco, California. The arbitrator shall be a person experienced in the field in which any such dispute is made and shall be mutually selected by us. If we cannot agree on an arbitrator, an arbitrator shall be selected by the rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this agreement and any award favorable to me shall be limited to the fixing of compensation which shall be reasonably equivalent to the average compensation normally paid by you for similar material submitted by artists of similar stature, and such award shall in no event exceed a maximum of \$1,500. If you do not elect to submit to any such dispute to arbitration, I understand that I shall be entitled to commence legal action against you.

Sincerely,

Name(s) & Age(s):

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Signatures of Artist(s):

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Date Signed: \_\_\_\_\_

Date(s) of Birth: \_\_\_\_\_

If you are under twenty-one years of age, a signature of parent or legal guardian must be included below.

I represent that I am a parent (or legal guardian) of a minor who has signed the above release and I agree that the said minor and I will be bound thereby.

Signature of Parent (or Guardian): \_\_\_\_\_

Print Name & Date: \_\_\_\_\_

Date: \_\_\_\_\_

Page Count: \_\_\_\_\_

Time spent per page: \_\_\_\_\_

Nature of the Material (i.e., private work, original work made for hire, etc.):

\_\_\_\_\_

Description of the Material:

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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Artist(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_