

# BRADDOCK FILMS

PO Box 748 | Braddock, PA 15104

## Laundromat Screenplay Submission

Braddock Films Inc. (the “Company”) intends to produce an anthology film under the working title “Laundromat.” The Company is looking for short screenplays, to film as part of the Film, of one to ten pages in length that are set entirely in a laundromat, have no more than three characters and address the human condition in comedic or dramatic form. If you are interested in submitting a screenplay to the Company, please print two copies of the Submission Agreement appearing below, fill-in the blanks, sign both copies and send them along with a copy of your screenplay to:

Braddock Films, Inc.  
PO Box 748  
Braddock, PA 15104

## Submission Agreement

Subject to the terms and conditions set forth herein, the undersigned (“Author” and if more than one of them collectively “Author”) is submitting to Braddock Films, Inc. (the “Company”), the “Screenplay” (as defined on the signature page hereof) for consideration for inclusion in an anthology film that the Company intends to produce under the working title “Laundromat” (the “Film”).

Author understands and acknowledges that the Company is continuously developing and creating its own ideas and materials and seeking submissions from others, that the Company may currently be working on, or previously have worked on, ideas or materials similar to the Screenplay; and that the Company may have received, or may someday receive from others, ideas or materials similar to the Screenplay.

Author understands and acknowledges that the Company may currently have or previously have had access to and/or may independently create or have created ideas, themes, plots, formats and/or materials that may be similar or identical to the ideas, themes, plot, formats or other elements of the Screenplay now being submitted by Author.

Author understands and acknowledges that the Company has no obligation to read or evaluate the Screenplay or to inform Author of any such evaluation, Author understands and acknowledges that even if the Company reads and evaluates the Screenplay, the Company shall not be obligated to include in the Film any story based in any part on the Screenplay.

Author understands and acknowledges that the Company shall have the right to make any and all changes in, additions to and deletions from the Screenplay, and Author waives any and all so-called moral rights, or any similar rights, of Authors.

If the Company elects to include a story based on the Screenplay in the Film, then, the Author hereby irrevocably assigns to the Company all right, title and interest in and to the screenplay (the “Rights”) and the title thereof in all media now or hereafter known throughout the world in perpetuity.

Notwithstanding the preceding sentence, the Author shall be entitled to (and the Company shall grant the Author a non-exclusive license to) use the Rights in all media now or hereafter known throughout the world in perpetuity

If the Company elects to include a story based on the Screenplay in the Film, then, the Company shall pay Author an honorarium, in an amount determined by the Company, which will in no event exceed fifty dollars (\$50.00). Except as provided in the preceding sentence, Author shall be entitled to no compensation hereunder.

If the Company elects to include a story based on the Screenplay in the Film, then, the Company shall accord credit to Author on all positive prints of the Film in such size, duration and placement as determined by the Company. No casual or inadvertent failure by the Company to comply with the preceding sentence shall constitute a breach of this Submission Agreement by the Company. Author's sole remedy in connection with any such breach shall be to recover damages (and Author shall in no event be entitled to injunctive or other equitable relief).

If the Company elects to include a story based on the Screenplay in the Film, then, the Company shall have the right to use Author's name, likeness and biography to advertise, publicize and exploit the Film and any all rights granted to the Company hereunder.

The Company's review of the Screenplay constitutes the Company's acceptance of the terms and conditions set forth herein and the Company shall have relied upon Author's agreement herein in considering the Screenplay for review.

Author represents and warrants to the Company that Author is the sole owner(s) and author(s) of the Screenplay, that Author has the full right and authorization to submit the Screenplay and execute and deliver this Submission Agreement and that no other person or entity, unless disclosed to the Company by Author in writing, has or shall have any right, title or interest in or to the Screenplay.

Author represents and warrants to the Company that Author has retained a copy of this Release and the Screenplay. Author releases the Company and its officers, directors, employees, agents, affiliates and associates from liability for loss or damage of any copy or copies of the Screenplay submitted to the Company.

No submission of the Screenplay will be accepted from Author on the basis of a confidential relationship, nor shall any such submission by Author to the Company be deemed a confidential communication.

Author hereby agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, affiliates and associates from and against any and all claims, liabilities, penalties, costs and expenses arising out of or in connection with any and all breaches of Author's representations, warranties and undertakings under this Submission Agreement.

This Submission Agreement constitutes the entire understanding and agreement between Author and the Company with respect to the Screenplay, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Submission Agreement must be in writing, signed by both Author and the Company. The invalidity of any provision hereof is not to affect the remaining provisions.

Author acknowledges and agrees that any and all controversies arising out of or in any way relating to the Screenplay, or this Submission Agreement, shall be settled by final and binding arbitration

which will take place in the Pittsburgh, Pennsylvania, pursuant to the rules of the American Arbitration Association.

Author understands and acknowledges that any part of the Screenplay which is not novel or original and not legally protected may be used by the Company without any liability on its part to Author and that nothing herein shall place the Company in any different position with respect to such non-novel or non-original Screenplay by reason of such use than a member of the general public.

As used herein, the term "Author" shall include all signatories hereto, if more than one. In such event, the obligations, representations and warranties of the undersigned hereunder shall be joint and several.

Author represents and affirms that Author has read and understands each and every word of this Submission Agreement.

Title of Screenplay: \_\_\_\_\_

Print Name of Author: \_\_\_\_\_

Signature of Author: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Author:

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Telephone Number: \_\_\_\_\_