

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

Associated Producers Ltd.  
110 Spadina Avenue, Suite 1001  
Toronto, Ontario  
M5V 2K4

Dear Associated Producers Ltd.:

I am submitting the enclosed materials to you which is in relation to a project tentatively entitled “\_\_\_\_\_” (the “Materials”).

The Materials are submitted on the following conditions:

1. I acknowledge that because of your position in the entertainment industry you receive numerous unsolicited proposals of ideas, formats, stories, suggestions and the like and that many such submissions received by you are similar to or identical to those developed by you or your employees or otherwise available to you. I agree that I will not be entitled to any compensation because of the use by you of any such similar or identical material.
2. I further understand that you would refuse to accept and evaluate the Materials 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 you. I acknowledge that no fiduciary or confidential relationships are established between us by reason of this agreement or by reason of my submission to you of the Materials.
3. I understand that any prior or subsequent communication with you in regards to the Materials whether written, verbal, or the provision of further or previous creative elements shall all collectively be considered part of the Materials governed by the terms of this agreement.
4. I request that you read and evaluate the Materials with a view to deciding whether you will undertake to become involved in it. I fully acknowledge that nothing herein shall obligate you to evaluate or review the Material.
5. I represent and warrant that I am the author of the Materials, and that I am the present and the sole owner of all right, title and interest in and to the Materials; that I have the exclusive, unconditional right and authority to submit and or convey the Materials to you upon the terms and conditions set forth herein.
6. If anyone else does assert any such rights as set out in paragraph 4 above, I agree to assume and hold you harmless for any claims made against you.

7. You may use without any obligation or payment to me any of the Materials which a third party would be free to use if the material had not been submitted to them or had not been the subject of any agreement with them, or which is in the public domain. Any of the Materials, which in accordance with the preceding sentence, you are entitled to use without obligation to me is hereinafter referred to as “protected material”.
8. You agree that you will not use or cause to be used any protected material provided it has not been obtained from, or independently created by, another source.
9. I agree that no other obligation exists or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into between us, and then our rights and obligations shall be only such as our expressed in said formal written agreement. I have retained at least one copy of the Materials and I release you for any and all liability for loss or other damage to the Materials.
10. I have read and understand this agreement and no oral representation of any kind have been made to me and this agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any provisions of this agreement must be in writing and signed by both of us.
11. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, and the parties hereto submit to the exclusive jurisdiction of the courts of Ontario.

Sincerely,

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Signature

AGREED & ACCEPTED TO:

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Per: Associated Producers Ltd.