



m2 PICTURES

IDEA SUBMISSION AGREEMENT

This Idea Submission Agreement (this “Agreement”) is entered into this ___ day of _____, 20___ by and between M2 Pictures, LLC, a Virginia limited liability company (“Company”) and _____ (“Provider”).

Recitals:

R-1. Provider voluntarily desires to provide Company certain ideas, literary materials, suggestions, proposals, marketing or promotional plans, program formats, treatments or other ideas in written, video or verbal form (collectively, the “Idea”) for review by Company. The definition of “Idea” under this Agreement shall include all current and future submissions by Provider to Company of ideas, literary materials, suggestions, proposals, marketing or promotional plans, program formats, treatments or other ideas in written, video or verbal form.

R-2. A detailed summary of the Idea and materials submitted with this Agreement are contained on Exhibit A attached to this Agreement.

R-3. The parties hereto desire to provide for the review of the Idea by Company according to the terms contained herein.

Based upon mutual consideration, the sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

1. Review and Evaluation. Company’s President shall (i) have the right to review and evaluate the Idea; and (ii) have the right to discuss the Idea with all other executives and employees of Company in his sole discretion. Company is not obligated to return submitted materials to Provider. Provider should keep a copy of any materials submitted and not send any materials to Provider it considers irreplaceable. Review and evaluation of the Idea by Company does not create any obligation of Company to compensate Provider. In the event that Company decides to use the Idea for a proprietary commercial use, Company will enter into a separate agreement with Provider prior to such use.

2. Scope of Agreement. Provider acknowledges and agrees that this Agreement governs the relationship of the parties regarding the Idea, regardless of whether the Idea or a portion thereof, is submitted to Company contemporaneously with, or prior to, or following, the execution of this Agreement, and applies to any submission of the Idea made to Company by other sources, directly or indirectly, by or through Provider.

3. Representations of Provider. Provider represents and warrants to Company the following:

a. Provider is the exclusive maker, creator, author and owner of the Idea, and no other person or entity has any right of ownership, title, interest or license to use the Idea. Provider further warrants that no rights to the Idea have previously been granted to anyone, nor has the Idea otherwise been utilized in any manner.

b. All aspects of the Idea are unique and novel. However, Provider cannot and will not assume or infer from the fact that Company will accept Provider's offer to submit the Idea, that Company regards the Idea, or any part thereof, as novel, valuable or usable. Provider recognizes that other persons including Company employees and executives may have submitted to Company or to others or made public, or may hereafter originate and submit or make public, similar or identical material which Company shall have the right to use, and Provider understands that Provider will not be entitled to any compensation because of Company's use of such other similar or identical material. Subject to the foregoing provisions, Company will not make any use of any legally protectable portion of the Idea unless Provider and Company have agreed in a writing signed by both parties concerning Provider's compensation for such use, which compensation shall in no event be greater than the compensation normally paid by Company for similar works from comparable sources.

c. All aspects and features of the Idea are contained in Exhibit A and no other materials or descriptions, whether written or verbal, of the Idea have been submitted to company by Provider.

d. Provider makes the submission of the Idea to company voluntarily and such submission was not solicited by Company.

4. No Agreement as to Use of the Idea. This Agreement simply provides for the evaluation and review of the Idea by Company. Provider agrees and acknowledges that a fiduciary relationship between Provider and Company regarding the Idea will not exist until written agreement is executed by the parties concerning such use, if ever. The parties agree that no obligation of any kind is assumed by, or may be implied against, Company unless and until such a use agreement has been entered into between Provider and Company.

5. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements, whether written or verbal. Any subsequent modification or waiver of this Agreement must be in writing and executed by both parties. The invalidity of any provision of this Agreement is not to affect the remaining provisions.

6. Confidentiality. Company agrees to use reasonable efforts to maintain the confidentiality of the Idea and to inform its executives and employees of its responsibilities under this Agreement.

7. Release and Indemnification. Provider, and its managers, executives, employees, shareholders, members, heirs, administrators, executors, successors, and assigns, or any of them, shall do and will at all times sufficiently save, hold harmless and indemnify Company, its managers, members, employees and executives and their successors and assigns, jointly and severally, of and from any and all loss, damage, cost, charge, liability, or exposure, including court costs and attorneys' fees, directly or indirectly arising out of or relating to the Idea or this Agreement.

8. Governing Law and Venue. This Agreement shall be construed, interpreted, applied and performed in accordance with the laws of the Commonwealth of Virginia. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the Circuit Court of the City of Hampton, Virginia in any action, suit or proceeding arising under this Agreement or any other documents, instruments and agreements required to be delivered pursuant hereto, and agrees that any such action, suit or proceeding may be brought in such court (and waives any objection). Provider expressly agrees that Provider shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of Company's programming, promotional or marketing plans, and/or of the subsidiary rights in connection therewith.

9. Attorneys Fees. If either party commences an action against the other party, whether at law or in equity arising out of or in connection with this Agreement, the prevailing party or substantially prevailing party shall be entitled to have and recover from the other party its reasonable attorneys fees and expenses, whether incurred prior to trial, at trial or in mediation, arbitration or at any appellate level.

10. Assignment. The rights or obligations specified by this Agreement shall not be assigned by either party without the prior written consent of the other party.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, administrators, executors, personal representatives, successors, and assigns.

12. Execution and Counterparts. This Agreement and any amendments may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Signatures may be by facsimile.

(Signatures appear on the following page.)

COMPANY:

M2 PICTURES, a Virginia limited liability company

By: _____

Name: _____

Its: _____

PROVIDER:

By: _____

Name: _____

Its: _____

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Exhibit A

Title: _____

Form of Tangible Materials Submitted (e.g. Screenplay, treatment, outline, video): _____

Principal Characters: _____

Brief Plot Summary: _____

Writers Guild Registration # (if applicable): _____