

BOSTON INTERNATIONAL FILM FESTIVAL
SCREENPLAY TO PRODUCTION CONTEST
EMAIL info@bifilmfestival.com - WEB www.bifilmfestival.com

SUBMISSION RELEASE AGREEMENT

To The Boston International Film Festival:

I am concurrently submitting to you with this release form (the "Release") a completed BIFF SPC Entry Form, signed, dated, an entry fee of \$_____ (U.S.) payable to: Boston International Film Festival ("BIFF") and an original screenplay entitled

_____ (such screenplay, together with any other ideas or material submitted by me hereunder, collectively, the "Submission Material") for entry in the BIFF SPC Program (the "Program"). I hereby represent, warrant and agree that:

1. I am executing this Release to induce BIFF to review the Submission Material, and I acknowledge that BIFF has refused to accept, consider or otherwise evaluate said Submission Material without my acceptance of each and all of the provisions of this Release, and that BIFF has not examined said Submission Material prior to my execution of this Release. I further acknowledge and agree that (a) BIFF is not undertaking any obligation to either examine or use said Submission Material; and (b) my delivery and/or disclosure of the Submission Material hereunder, and/or my entering this Release, does not establish any express or implied confidential relationship between me and BIFF, nor shall my involvement in the Program, if any, create any joint venture, partnership or other relationship between BIFF and me.
2. I have retained copies of the screenplay and release BIFF of and from any and all liability for loss of, or damage to, the copy of said screenplay submitted hereunder.
3. I am the sole author and owner of all Submission Material and have the full right and authority to submit the Submission Materials to BIFF upon the terms and conditions stated herein. The Submission Material is original with me, and the submission hereunder of the Submission Material will not violate any law or any right of any person or entity
4. I warrant that the submitted work is not presently under option and has not been purchased by anyone or company in the film industry.
5. I understand that BIFF and anyone connected with the Program may have created materials and ideas that may be similar or identical to the Submission Material in theme, idea, plot, format or other respects. I also recognize that many stories and ideas are similar, and often-different stories and ideas relate to one or more common underlying themes.
6. If for any reason BIFF uses any portion of the Submission Material in violation of my rights, my remedy shall be limited to an award of money which shall not exceed the fair market value, as of the date of this Release, of the non-exclusive right to use similar material for a similar use. In no event shall I be entitled to any other or additional compensation or remedy. I hereby waive any right to seek injunctive or other equitable relief in connection with any claim that I may bring that BIFF, or any person or entity affiliated or related to BIFF, may have used any portion of the Submission Material in violation of my rights. I acknowledge and agree that the foregoing means I may not enjoin or interfere with the development, production, distribution, advertising, promotion or other exploitation of any work in connection with any such claim that I may have.
7. I agree to indemnify and hold harmless BIFF representatives and employees from and against any claim, loss, damage or expense (including, without limitation, attorneys' fees and disbursements) arising out of or in connection with the Submission Material (including, without limitation, any and all claims of third parties, whether or not groundless, based on the Submission Material), the delivery and/or disclosure of the Submission Material by me and/or any breach or alleged breach of any of my representations, warranties, covenants and/or agreements hereunder.
8. I understand that the Submission Material will not be returned to me for any reason. I understand that BIFF accepts no liability whatsoever for non-receipt, damage or loss of the Submission Material and I agree to hold the Program Parties harmless from any such non-receipt, damage or loss.
9. I hereby grant BIFF the non-exclusive right to use my name, likeness, photograph, voice, sound and/or biographical information in connection with any and all publicity and promotional activities with respect to the Program.
10. I have read, understood and complied with this Release, the Entry Form and the Eligibility and Guidelines for the BIFF SPC Program.

Sincerely, ACCEPTED AND AGREED:

Signature: _____

Print Name: _____ Date: _____

Signature of co-writer: _____

Print Name: _____ Date: _____