



## The African American Channel

### SUBMISSION WAIVER

Dear \_\_\_\_\_:

Thank you for your interest in submitting your project to **The African American Channel (AACTv)** for distribution consideration. For legal reasons however we require a signed written agreement as regards the evaluation of a potential acquisition, prior to reviewing the submission. Accordingly, your submission will only be accepted and reviewed if accompanied by a signed copy of this letter (signer must be filmmaker or an authorized representative of the submitted property).

Further, AACTv routinely receives screeners and proposals for potential projects from numerous sources, and our Acquisitions Department is responsible for managing incoming product as well as soliciting and procuring additional viable projects. Oftentimes the projects submitted and those from our business and filmmaking associates resemble one another or have overlapping themes. Thus, to avoid any misunderstanding about the origin of any property, AACTv must have a clear agreement that its evaluation of any submission is not being deemed to impose any confidential or fiduciary relationship on AACTv and that it is not creating any obligation on AACTv's part with respect to its consideration or exploration of any project/proposal.

Accordingly, if you would like The African American Channel to consider your submission, it will only do so under the following express conditions:

1. In consideration of AACTv reviewing your project and any accompanying materials, you hereby release AACTv, together with its officers, directors, employees and agents, from and against any and all liability in connection with the use or disclosure of your proposal/project or material, or any portion thereof, except such liability as may result pursuant to the copyright laws of the United States, other than as set forth in paragraph 8 below.
2. It is expressly understood and agreed that your project is submitted voluntarily, and that no obligation or relationship of trust or confidence between you and AACTv, either express or implied, exists or is to be assumed by AACTv with respect to your project or any materials submitted with it. AACTv shall have no obligation to use or consider your submission or to treat it as confidential.
3. If, upon evaluation, AACTv determines that your project is of interest to the company, we may enter into a subsequent written agreement with you. However, AACTv shall have no obligation to compensate you for, or with respect to, your project/proposal or any materials submitted



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together with it in the absence of an express written agreement specifying the nature of such compensation.

4. It is expressly understood and agreed that the fact that AACtv is accepting the submission of your project shall in no way constitute an admission by the company that your project, or any constituent ideas or elements thereof, are novel, useful, non-obvious or original.

5. You represent that all aspects of your project/proposal are in written and/or graphic form, and are being submitted with this agreement. You expressly waive any rights in or interest to any non-written ideas, suggestions, or other elements of the project/proposal not included in written or graphic form with this letter.

6. You represent and warrant that you have the right and authority to submit your project and/or any materials included with it without the consent of any other party.

7. You represent and warrant that you have not developed your project with, or obtained any aspect of it from, any employee, agent or representative of AACtv.

8. If any part of your project is the subject of any copyright, trademark or patent registrations or applications, you have included copies of such registrations or applications herewith.

9. In the event that there should be any disagreement about your submission to AACtv, or any claim of any sort by you concerning AACtv's alleged use of your project/proposal or any constituent elements of it, your exclusive remedy shall be an action for copyright infringement brought in the United States District Court for the Southern District of California. In the event that you believe you have a right to assert any claim concerning or arising out of your proposal, you will give AACtv written notice at least 90 days in advance of filing any action, and any action must be filed within 90 days of your acquiring knowledge of the facts leading you to believe that you have such a claim. Failure to adhere to this timetable shall be deemed an express and irrevocable waiver of your right to assert such a claim. To the extent, if any, that your claim is based on non-copyrightable intellectual property alleged to be yours, it is expressly agreed that the value of such non-copyrightable material shall not exceed a maximum of \$250. The prevailing party in any such litigation shall not be entitled to an award of all reasonable attorneys' fees. Any such action shall be governed by California law.



## **The African American Channel**

Your execution of this agreement constitutes your express acceptance of the terms set forth above.

Accepted and agreed to:

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(Name / Title)

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(Project Title)

Dated: \_\_\_\_\_