

Standard Submission Release Form - Last Updated March 24, 2017

Do you have an idea for a new unscripted TV show? Do you think YOU belong on a TV show? Do you know someone who does?

We're on the hunt for memorable characters, innovative show concepts, and untapped worlds & sub-cultures. Our ideal content includes: outdoor/wilderness adventures, men and women on once-in-a-lifetime quests, and family-run blue-collar businesses that haven't been featured on TV before. If there's adventure, danger and/or risk involved, we want to hear about it!

To submit your idea, you must completely fill out the SUBMISSION RELEASE FORM below. Tell us as much about your show concept as possible, and a little bit about your background as well.

You should sign and scan it back to us via email at BCEconnect@gmail.com or mail it to the address below:

BRIAN CATALINA ENTERTAINMENT
7590 N. GLENOAKS BLVD.
BURBANK, CA 91504

Please include any pitch documents and video links you want us to see. If we're interested in pursuing your idea, we will get back to you as soon as we can.

It's important to note that we might already have the same idea as you, and/or we may already know about the people or subculture you pitch us. Because many proposals might cover similar territory, or in some cases appear almost identical in content or format, we must ask that you completely fill out and sign the submission release form, and email or mail everything back to us. *We cannot review your submission unless the form below is completely filled out, signed and returned to us.*

Any material sent to BCE without a completed and signed submission release form attached will be discarded immediately. Thanks!

From (Full Name - print): _____

Phone Number: _____

Signature: _____

Address: _____

To: Brian Catalina Entertainment, LLC. (hereinafter "BCE")

Date Sent: _____

Title of Material: _____

Form of Material (What else are you including?): _____

(Feel free to attach any extra video, links, bios, pitches, articles, sizzle reels, etc.)

Summary of Show: _____

Type of Show: _____

Potential Networks: _____

The Material is submitted pursuant to the following terms, conditions and understandings:

1. I understand and acknowledge that because of BCE's position in the entertainment industry, BCE receives numerous submissions of ideas, formats, stories, and suggestions for television programs, feature films, and the like. I further understand and acknowledge that BCE would refuse to accept, consider, or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement. I further understand and acknowledge that no confidential or fiduciary relationship now exists between us, and that no such relationship is established by reason of this Agreement or by reason of my submission of the Material to BCE or by BCE's receipt, review or retention of the Material. I understand that BCE will be evaluating the Material as a basis for considering a potential further business relationship with me. I further understand that BCE has a policy of refusing to review or consider creative materials for any purpose, unless the submitter signs a release defining the conditions of such a submission. I am executing this Submission Release ("Release") with the express understanding that BCE will review and evaluate the Material solely and completely in reliance upon this Release and my covenants and warranties herein. Furthermore, it is expressly understood that neither BCE nor I shall be obligated to enter into any further agreement relating to the Materials.

2. I understand and acknowledge that BCE is constantly developing in-house ideas, scripts, treatments, stories, concepts, artwork, music, and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by BCE may be similar to or identical to those contained in my Submission. I understand and agree that BCE's use of material containing elements similar to or identical with protectable property contained in the Material shall not obligate BCE to me in any manner if BCE shall have developed or obtained such material either heretofore or hereafter independently or exclusively from sources other than from me.

I warrant and represent that I am the sole author of the Material and that I have the exclusive right and full authority to submit the Material. I further warrant and represent that the Material and all elements thereof are my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any right, title or interest therein or thereto

. I agree to defend, indemnify and hold BCE, its parents, affiliates, subsidiaries, licensees, successors, assigns, officers, agents, employees and shareholders, harmless from and against any and all claims, expenses, losses or liabilities, including any reasonable attorney's fees and costs, that may be incurred by or asserted against BCE in connection with the Material.

3. I understand that BCE will not intentionally use the Material or any part thereof for any purpose other than as provided herein unless BCE and I hereafter enter into a written agreement for the acquisition of rights therein, and that BCE shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement. Notwithstanding the foregoing and/or anything else in this Release, BCE may use, without any obligation whatsoever to me and without any payment whatsoever to me, the Material, or any part thereof or ideas therein, whether reduced to tangible form or discussed orally, to the extent that such Material, part, or idea: (a) is similar to or contains significant elements encompassed in a concept under consideration or in development by BCE at the time of my submission; or (b) is not unique, novel, original, and concrete so as to be entitled to intellectual-property protection under the law; or (c) has been made public by anyone at the time of my submission or otherwise is in the public domain; or (d) would be freely usable by a third person if it had not been accepted as a submission or the subject of any agreement; or (e) is not protected by federal copyright law; or (f) if other similar or identical projects are independently created by BCE's employees or associates or those of third parties.

4. I agree and acknowledge that in any dispute arising from alleged use of the Material, or any part thereof or ideas therein, I will bear the burden of proving that BCE used the Material (and that BCE did not independently create the alleged similar materials or ideas or derive them from an independent source). I agree and acknowledge that no presumption or inference of copying or use shall arise, or be asserted, by virtue of: (a) any similarity between BCE's work and the Material; or (b) the fact that I submitted the Material to BCE or that BCE had access to it. I understand that any dispute concerning BCE's alleged unauthorized use of the Material, or arising out of or with reference to my submission of this Release, its validity, construction, or performance shall be submitted to arbitration in the State of California for determination. If the arbitrators determine that BCE used legally protectable portions of the Material without my consent, I agree that the amount of any award to me shall not exceed the fair market value as of the date of this Release of the protectable portions of the Material used, but in no event more than the applicable Writers Guild of America minimum scale payment for such material.

5. I agree that I must give BCE written notice by certified or registered mail at its address set forth above of any claim arising in connection with the Material or arising in connection with this Release, within the period of time prescribed by the applicable statute of limitations, but in no event more than ninety (90) calendar days after the date on which I first acquire knowledge of such claim, or I first learn sufficient facts to put me on notice of such a claim. My failure to give BCE such written notice shall be deemed an irrevocable waiver of any rights I might otherwise have had with respect to such claim.

6. I have retained at least one copy of the Material, and I hereby release BCE of all liability for loss or destruction of, or damage to, said Material.

7. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. Should any provision or part of any provision of this Release be void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement shall otherwise remain in full force and effect. This Release shall be construed according to the internal substantive laws of the State of California without reference to conflicts of law provisions. This Release may not be changed, modified, terminated or discharged except by a writing signed by both parties.

8. If more than one party signs this Release as submitter, the reference to "I" or "me" shall apply to each such party, jointly and severally. All reference to BCE herein shall refer to BCE, any parent or subsidiary thereof, and any and all heirs, successors, representatives, licensees, and assigns, and their officers, directors, agents, servants, employees, stockholders, and licensees. BCE may assign its rights and obligations under this Agreement to any person, corporation or other entity, in its sole discretion.

9. I hereby state that I have read and understand this Release; that no representations of any kind have been made to me other than as contained in this Release; that there are no prior or contemporaneous agreements, either oral or written, in effect between us pertaining to the Material; and that this Release states our entire understanding and agreement.

I agree to all of the terms above.

Signature: _____

Date: _____

If you are submitting more than one idea, please fill in additional lines.

Title of Material: _____

Form of Material (What else are you including?): _____

(Feel free to attach any extra video, links, bios, pitches, articles, sizzle reels, etc.)

Summary of Show: _____

Type of Show: _____

Potential Networks: _____

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