

Please print this form and mail along with your submission to:
 DARK MATTER FILMS, Attention: Submissions, PO Box 882, Pacific Palisades, CA 90272

Dark Matter Films, Inc. Submission Release Form

Thank you for your submission and interest. Please complete this submission release form and send it with submission to the address listed above.

FILM TITLE:		Run Time:	
Year of Production:			
<input type="checkbox"/> Submission accompanied by written synopsis of no more than 250 words?			
<input type="checkbox"/> Short		<input type="checkbox"/> Feature	
<input type="checkbox"/> Documentary			
Rating (please circle): R PG-13 PG G Not Yet Rated			
If not yet rated, please specify expected rating and date if applicable _____			
Submitted By: (Company)			
Name		Relationship to film	
Address			
City:	State:	Zip:	
Email:		URL:	

You ("You" or "Your") hereby submit your film ("FILM SUBMISSION") with the executed release form ("RELEASE AGREEMENT") to be considered for selection by Dark Matter Films Inc ("DARK MATTER FILMS") and by doing so You release and discharge Dark Matter Films from any and all claims arising from the Film Submission. You acknowledge that upon selection and completion of Dark Matter Films long form license agreement Dark Matter Films may make the film available to its consumers worldwide.

You acknowledge that Dark Matter Films has sole discretion as to whether to select Your film and may at any time refuse Your film if the clearances were not obtained or for any other reason. You understand that Dark Matter Films reviews numerous movies a year and that Dark Matter Films in its sole discretion may choose a similar film in theme and style to Your film and that You will have no actionable claim against Dark Matter Films. Accordingly, You shall not sue or bring action or proceeding against Dark Matter Films for using any similar type of material. You agree that in no event shall You seek or be entitled to injunctive or any other type of equitable relief. Dark Matter Films may create copies of the submitted work to use for internal viewing purposes.

All material submitted will be deemed approved and clear for use. In submitting the film to Dark Matter Films You represent, warrant and ensure that you are the sole owner of and have all necessary legal equitable rights to the film throughout the world; the film is a wholly original work; and You have completed and obtained all necessary clearances, copyrights, clips, music licenses, consent and releases, (including, but not limited to, third party material appearing in film e.g. posters, products and sources of information e.g. newspapers, magazines, transcripts) life story rights, authorizations, and that Your film does not defame and/or violate the rights of any individual person or entity. You represent and warrant that there are no outstanding claims or litigation against You or the Film Submission.

You acknowledge that no fiduciary, employee or confidential relationship, or partnership, exists between You and Dark Matter Films, and that no such relationships are established by reason of this Release Agreement, or Your Film Submission to Dark Matter Films. In addition, it is understood that neither Your Film Submission pursuant to this Release Agreement, nor Dark Matter Films review or use thereof, constitutes or creates an implied-in-fact or implied-in-

law contract.

You release Dark Matter Films from any and all liability for loss or other damage to the copies of all material submitted hereunder and understand that Dark Matter Films is under no obligation to return any submitted materials or pay You any type of compensation.

If You breach any of the warranties and representations, or otherwise breach this Release Agreement, Dark Matter Films, in addition to its other equitable and legal remedies, may rescind this Release Agreement and recover and reasonable attorney fees in connection with losses, expenses, claims, liabilities that may be asserted against or incurred by Dark Matter Films in connection with the Film Submission or any breach of any representation, covenant or warranty made by You hereunder. You shall at all times indemnify and hold Dark Matter Films, its licensees, assignees, officers, employees and agents harmless against and from any and all claims, damages, liabilities, costs and expenses, including reasonable attorney fees arising out of any breach or alleged breach by You, of any of Your representations, warranties or other provisions hereof or in connection with any breach by You of any implied or actual representation, warranty or agreement made by You herein.

You agree to execute, acknowledge and deliver to Dark Matter Films, and to procure the execution, acknowledgement and delivery to Dark Matter Films, of any additional documents or instruments with Dark Matter Films many reasonably require.

You shall not have the right to assign this Release Agreement or any part hereof.

This Release Agreement shall be in all respects governed by and interpreted by the laws of California.

You agree that You have read and understand this Release Agreement and that no oral representations of any kind have been made to You and that this Agreement states Your entire understanding with reference to the subject matter hereof. Any modifications or waiver hereunder or termination hereof must be in writing and signed by both You and Dark Matter Films.

Signed as a true statement of the facts.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone Number: _____
