

SUBMISSION AGREEMENT

NEW VISIONS/NEW MEXICO CONTRACT AWARDS 2008

I have submitted to the New Mexico Film Office, which means and includes the New Visions Board of Advisors and any and all reviewers of submissions, (hereinafter "you" or "your") certain Material, including the title and all other elements thereof (hereinafter collectively referred to as the "Material") described as follows:

Project title _____

Supporting materials _____

Such submission is made for consideration in the **2008 New Visions/New Mexico Contract Award** program, pursuant and subject to the following understanding, terms and conditions:

1. I have retained at least one copy or duplicate of the Material submitted to you, and I release you from any liability, loss and/or damage to the copy or copies submitted by me. I understand that your returning the Material to me shall not terminate or affect any rights or obligations under this agreement.
2. I am at least 18 years of age, and agree that I am voluntarily disclosing the Material to you. I agree that any discussion we may have with respect to the Material shall not constitute any agreement express or implied as to the purchase or use of any such Material which I am hereby disclosing to you either orally or in writing. I agree that you have no obligations to me with respect to the Material except as set forth in this agreement, and that no other obligations exist or shall be deemed to exist until each of us has executed a separate written agreement between us with respect thereto. It is understood and agreed that no confidential or fiduciary relationship is established by my submitting the Material to you hereunder or by reason of this agreement.
3. I understand and acknowledge that I have no greater rights to the Material than those rights that are created under the applicable copyright laws, and I understand and acknowledge the possibility that you, or any one or more of your members, directors, officers, employees or agents may be exposed to or may develop materials and ideas which may be similar to those of the Material. I understand and acknowledge that I will not be entitled to any compensation because of the use of any such similar material which is independently conceived and created other than with respect to any rights which I may have under the applicable copyright laws.
4. I agree that I will at no time assert against you (or any of your members, directors, officers employees or agents) any claim based on an assertion of plagiarism, idea theft, confidential or fiduciary relationship or any other theory relating to the Material. I hereby absolutely release and forever discharge you (and each of your members, directors, officers, employees, and agents) from any and all claims, liabilities, damages, legal fees, costs, actions and causes of actions against you (or any of your members, directors, officers, employees or agents), whether now known or unknown, suspected or not suspected, asserted or not asserted, of any type which I now may have or which I may have at any time in the future, which in any way relate to the Material.
5. I agree that I must give you written notice by certified or registered mail at your address as set forth hereinabove of any claim arising in connection with said Material or arising in connection with this agreement, within the period of time prescribed by the applicable statute of limitations, but in no event later than thirty (30) calendar days after I acquire knowledge of such claim, or thirty (30) days of the time I acquire knowledge of facts sufficient to put me on notice of any such claim. Further, I acknowledge and agree that in the event of a breach of this agreement by you, I shall be entitled to liquidated damages in an amount equal to the amount you customarily pay for material of this nature taking into consideration my experience and stature in the film and television production industry.
6. Any dispute concerning said Material or this agreement, including but not limited to the validity of this agreement, the originality of the Material, the question of any use by you of said Material, or the reasonable value of said Material, shall be submitted to the jurisdiction of the state courts of the State of New Mexico or to the jurisdiction of the United States District Court for the District of New Mexico. I hereby waive, and agree not to assert, by way of motion, a defense, or otherwise, in any such suit, action or proceeding, any claim that I am not subject personally to the jurisdiction of the above-named courts, that my property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court (provided, however, that the then applicable jurisdiction minimums are not waived). I hereby consent to service of process by registered mail at the address to which notices are to be given.
7. I hereby warrant and represent that: (a) the Material was created and is solely owned by me, and no other person, firm or corporation has any right, title or interest therein or thereto; (b) I have full right to submit the Material to you upon all of the terms and conditions stated herein; and (c) the description of the Material as herein specified contains all of the elements thereof. I shall indemnify you and your successors, assigns and affiliated and related entities (each an "Indemnified Party") from and against any and all claims, expenses, damages, actions, causes of action, losses or liability (including reasonable attorneys' fees) that may be asserted against, imposed on or incurred by any Indemnified Party at any time in connection with the Material.
8. Either party to this agreement may assign or license its rights hereunder, but such assignment or license shall not relieve such party of its obligations hereunder. If more than one party signs this agreement as the submitting party, then references to "I" or "me" throughout this agreement shall apply to each such party, jointly and severally. Should any provision or part of any provision be or become void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision(s) or part(s) omitted shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purposes stated herein.
9. I hereby state that I have read and understand this agreement and all of its provisions and that this agreement states our entire understanding regarding the Material. No oral representations of any kind have been made to me and there are no prior or contemporaneous oral agreements in effect between us pertaining to the Material. This agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. I understand and acknowledge that you would not accede to my request that you receive and consider the Material without my agreement to the above terms and conditions. This agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico applicable to agreements executed and to be wholly performed therein.

I certify that the information contained in this application, including all attachments and supporting material, is true and correct to the best of my knowledge.

Signature _____ Print name _____ Date _____