

# **SUBMISSION RELEASE**

**Herring Networks, Inc.**  
**OAN**

## **OAN**

### **POLICY CONCERNING SUBMISSION OF IDEAS AND OTHER MATERIALS**

OAN wishes to acquaint all of those who have been kind enough to submit materials, including ideas, proposals, marketing or promotional plans, program formats, literary material, video and musical compositions, with the problem that faces us in reviewing, investigating, inspecting and evaluating these materials,

Much of the material that is now being submitted embodies material, suggestions or ideas substantially similar or identical to those which have been developed by our staff or which have been submitted by others. Further, we may begin using material similar or identical to yours which we receive after the date of your submission. Accordingly, we feel that we can receive and review materials only if it is left up to us to determine whether we have in fact used these ideas and to decide what compensation should be paid in event of use.

Because of this, it is our policy to require the signing of the enclosed Submission Release before considering any material, ideas, proposals, marketing or promotional plans, program formats, literary material, videos and musical compositions. Please read the Submission Release carefully and return a signed copy along with the material you wish to submit.

**OAN**

4757 Morena Blvd.  
San Diego, CA 92117

Date:  
Name:  
Address:

**SUBMISSION RELEASE**

Dear Sir/Madam:

You have indicated that you wish to submit to OAN certain ideas, proposals, marketing or promotional plans, program formats, treatments or other material (the "Material"). By signing this letter in the space indicated below and returning it to us, you confirm that you have read the enclosed OAN policy concerning the acceptance of the Material, for review, and you also accept the terms of this letter. The Material should be summarized on the attached Schedule A and resubmitted with this letter.

The following shall constitute our agreement with respect to the Material:

1. In consideration of your agreement to the terms and conditions set forth below, OAN agrees to cause its appropriate employee having the duty of evaluating material of the type now being submitted by you to review your Material.
2. You acknowledge that there does not exist, nor has there ever existed, nor will there ever exist, a fiduciary relationship between you and OAN. You requested this opportunity to submit your Material to OAN and make this submission voluntarily and on an unsolicited basis. You and OAN have not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by or may be implied against OAN unless and until a formal written contract has been entered into between you and OAN, and then the Obligation shall be only as is expressed in the formal written contract.
3. You declare that all of the important features of your Material, and the particular items being submitted by you (e.g., script, outline, drawings, photographs, taped materials, etc.) are summarized on Schedule A appended to this letter and you have disclosed no other features to OAN.

You acknowledge that this Submission Release covers and governs any and all of the Material, whether first submitted to OAN contemporaneously with, or prior to, or following, the execution of this Submission Release, and applies also to any submission of the Material made to OAN by another source, directly or indirectly, by or through you.

You warrant that you are the sole and exclusive creator, author and owner of the Material, and that to your knowledge no one else has any right to the Material. You further warrant that no rights in the Materials have previously been granted to anyone nor has the Material otherwise been exploited in any way. You believe your Material and its features to be unique and novel.

However, you cannot and will not assume or infer from the fact that OAN will accept your offer to submit your Materials to OAN, that OAN regard your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including OAN employees, may have submitted to OAN or to others to be made public, or may hereafter originate and submit or make public, similar or identical material which OAN shall have the right to use, and you understand that you will not be entitled to any compensation because of OAN's use of such similar or identical material. Subject to the foregoing provisions, OAN will not make any use of the legally protectable portion of your Material unless you and OAN have agreed in writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by OAN for similar Material from comparable sources.

4. Any controversy arising out of or in connection with this agreement, including without limitation any claim that OAN has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of California, and the parties consent to the jurisdiction of the State and Federal courts of California for the resolution of such matters. In the event of such controversy, you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of OAN's use or intended use of any portion of the Material. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of OAN's programming, promotional, or marketing plans, and/or any subsidiary rights in connection therewith.
5. You have retained a copy of this Submission Release and of your Material, and you release OAN from liability for loss or damage to the Material. You also acknowledge and agree that OAN is not obligated to return your Material to

you. OAN's review of your Material constitutes OAN's acceptance of the terms and conditions set forth herein, and OAN shall have relied upon your agreement herein in considering your Material for review.

6. This Submission Release constitutes our entire understanding and agreement, and supersedes all prior understanding, whether written or oral. Any subsequent modification or waiver of this Submission Release must be in writing, and signed by both parties. The invalidity of any provision hereof is not to affect the remaining provisions.
7. You are executing this Submission Release voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.
8. As used in this Submission Release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms "OAN" and "we" includes and inures to the benefit of OAN, and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

Sincerely,

OAN

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**

**SUBMISSION DESCRIPTION**

**TITLE:**

**NAME OF SUBMITTER:**

**FORM OF MATERIAL:**

**Synopsis**

**Script**

**Video Cassette: \_\_\_\_\_inch**

**Treatment**

**Film: \_\_\_\_\_mm**

**Other: \_\_\_\_\_**

**Brief Summary of Content:**

**Copyright Information (if applicable):**