



2100 Wharton Street, Suite 700,
Pittsburgh, PA 15203

Date: _____

To: _____

Address: _____

← **Fill in your own name and address**

Submission Agreement

You ("Submitter") are submitting to The Fred Rogers Company ("Company"), subject to the following terms and conditions, the following material (the "Material"):

Title: _____ Number of pages: _____

Authors: _____

Form of Material (i.e., screenplay, treatment, play): _____

Principal Characters: _____

Brief summary of theme or plot: _____

Material registered: Yes No

If registered, please fill in any applicable information:

U.S. Copyright Office, Date: _____ Registration No. _____

Writers Guild of America, Inc., Date: _____ Registration No. _____

1. Submitter has requested, and Company agrees, that Company, on a non-exclusive basis, will read and evaluate the Material to determine whether Company will enter into negotiations with Submitter for the acquisition of some or all of Submitter's rights in the protected portion(s) of the Material. The protected portion(s) of the Material are any portion(s) of the Material that are capable of being protected as literary property under the laws of copyright, provided they have not been obtained by Company from, or independently created by, another source pursuant to Paragraph 3 below (the "Protected Portions"). Company and Submitter acknowledge that unless and until Company and Submitter complete negotiations for the acquisition of Submitter's rights in the Protected Portions of the Material, Submitter alone controls those rights, subject to Submitter's warranty in Paragraph 2 below. Submitter acknowledges that Company is under no obligation to enter into such

negotiations with Submitter. Submitter further acknowledges that Company has adopted the policy of refusing to read or evaluate unsolicited material unless the party submitting such material has signed an agreement similar to this Agreement.

2. Submitter warrants and represents that Submitter has the exclusive right and authority to submit the Material to Company upon the terms and conditions stated in this Agreement, and that all of the important features of the Material are summarized above. Submitter will defend (with counsel acceptable to Company), indemnify, and hold Company harmless from and against any and all claims, obligations, losses or liabilities (including reasonable attorney's fees and court costs) that may be asserted against or incurred by Company at any time in connection with Submitter's submission of the Material to Company, or any use of the Material by Company in accordance with this Agreement. Submitter agrees that Submitter must give Company written notice by certified or registered mail at Company's address (as set forth above) of any claim arising in connection with the Material or arising in connection with this Agreement within 30 days after Submitter acquires knowledge of the facts constituting the basis for such claim.

3. Submitter recognizes that Company has access to or may create or has created literary materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. Submitter agrees that Submitter will not be entitled to any rights in, or compensation in connection with, such similar or identical material, and that Company's acceptance of the Material shall not be deemed to limit any rights Company may have as a member of the general public with respect to public domain material or otherwise. SUBMITTER ACKNOWLEDGES THAT NO CONFIDENTIAL, FIDUCIARY OR AGENCY RELATIONSHIP OR IMPLIED-IN-FACT CONTRACT NOW EXISTS BETWEEN SUBMITTER AND COMPANY AND THAT NO SUCH RELATIONSHIP IS ESTABLISHED BY SUBMITTER'S SUBMISSION OF THE MATERIAL TO COMPANY HEREUNDER.

4. Any dispute in connection with the Material or this Agreement shall be submitted to arbitration, and such arbitration shall be binding. The only issues to be determined during the arbitration are: (a) whether this Agreement has been breached; and (b) the fair market value of the use made, if any, of the Protected Portions of the Material. In no event shall Submitter be entitled to any remedy other than monetary damages, if any, for the fair market value of the use made, if any, of the Protected Portions of the Material. Submitter specifically waives and releases any right Submitter may have to injunctive relief, specific performance and other equitable remedies. The arbitration shall be conducted in the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania and shall be governed by the laws of the Commonwealth of Pennsylvania and the then-prevailing Commercial Arbitration Rules of the American Arbitration Association, before a single arbitrator. The arbitrator(s) must be experienced in copyright and media law, as well as business practice. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction.

5. Company may assign Company's rights and benefits under this Agreement to any party. It is agreed that this Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, successors, representatives, assigns and licensees, and that any such heir, successor, representative, assign or licensee shall be deemed a third party beneficiary under this Agreement.

6. It is agreed that any provision or part of any provision in this Agreement which may be void or deemed unenforceable shall be deemed omitted, and this Agreement (with such provision or part thereof 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.

7. Submitter has retained at least one copy of the Material, and Submitter releases Company from any liability for loss of, or damage to, the copies of the Material submitted herewith.

8. Submitter has read and understands this Agreement, and Submitter acknowledges that no oral representations of any kind have been made to Submitter. This Agreement states the entire understanding between the parties with reference to the subject matter of this Agreement. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by the parties hereto.

9. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements executed and to be wholly performed herein.

10. SUBMITTER ACKNOWLEDGES THAT COMPANY AGREES TO ACCEPT, READ AND CONSIDER THE MATERIAL ONLY IN RELIANCE ON SUBMITTER EXECUTING AND DELIVERING THIS AGREEMENT TO COMPANY, AND THAT COMPANY HAS ENCOURAGED SUBMITTER TO SEEK THE ADVICE OF A FRANCHISED LITERARY AGENT OR

ATTORNEY BEFORE SO EXECUTING AND DELIVERING THIS AGREEMENT, AND SUBMITTER WARRANTS SUBMITTER HAS HAD THE OPPORTUNITY TO DO SO.

Please print and execute two copies of this agreement and send one with your material to the address at the top of this letter.

Very truly yours,

THE FRED ROGERS COMPANY



Kevin Morrison
Chief Operating Officer

AGREED TO AND ACCEPTED:

(Print Submitter's Name)

(Signature)

(Phone Number)