

# Manuscript Release

To:  
Atophill Publishing  
2745 Machado Street  
Simi Valley, CA 93065  
USA

Ladies and Gentlemen:

We desire to submit to you material (herein called "submitted material") owned and/or controlled by us as so as to offer you the opportunity to decide whether you want to enter into negotiations with us with respect to your possible use of the submitted material in the publishing media fields. The submitted material is described as follows.

Title of the material: \_\_\_\_\_

Name of the writer(s): \_\_\_\_\_

Place of Registration /copyright and #: \_\_\_\_\_

Brief summary of content: \_\_\_\_\_

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We shall not receive any compensation for submitting the submitted material to you, and understand that you may submit such material to other parties. We recognize the possibility that the submitted material may be identical with or similar to material which has or may come to you from other sources. Such identity or similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider or read the submitted material. The protection for you must be sufficiently broad to protect you, all related parties including, but not limited to, your and their officers, directors, share-holders, employees, agents, representatives, licensees, assigns, and all parties to whom you or they submit material or have been or may be involved in developing, financing, or exploiting materials and properties generally. Therefore, all references to "you" shall include each and all of the foregoing related parties.

Accordingly, as an inducement to you to examine the submitted material, we represent, warrant and agree, as follows:

1. We acknowledge that the submitted material is submitted voluntarily and not in confidence or in trust, and that no confidential or fiduciary relationship is intended or created between you and us by reason of such submission or otherwise. Nothing in this agreement, nor the submission of the submitted material, shall be deemed to place you in any different position from any other member of the public with respect to the submitted material. Accordingly, any part of such material which could be freely used by any member of the public may be used by you without liability to us or any other party claiming from or through us.

We understand and agree that your use of material similar to or identical with the submitted material or containing features or elements similar to or identical with those contained in the submitted material shall not obligate you to negotiate with us nor entitle us to any compensation or other entitlement if you determine that you have an independent legal right to use such other material (either because, e.g., such features or elements were not new or novel, or were not originated by us, or were or may hereafter be independently created by or submitted to you); provided your determination with respect to such independent legal right shall be subject to the provisions of Paragraph 4 below.

2. We represent and warrant that we wrote the submitted material. We further represent and warrant that we own the submitted material, free of any lien or encumbrance; that it is original with us and not based on any other material or source; that the use and exploitation thereof will not violate or infringe any third party rights; and that we have the right to submit and to offer such material to you without obligation to any third party.

3. We agree that no obligation of any kind is assumed by or may be implied against you by reason of your receipt or potential or actual review of the submitted material or any discussions or negotiations we may have, except pursuant to an express written agreement which may hereafter be executed by you, on the one hand, and us, on the other hand, which agreement, by its terms, will be the only contract among the parties.

4. If there is any dispute arising out of this agreement, including the substance, validity, operation, or breach hereof (including, but not limited to: if you should determine that you have the independent legal right to use material which, in whole or part, is similar to or identical with the submitted material without entering into a written agreement for compensation to us, and if you proceed to use the same and if we disagree with your determination), the dispute between us shall be determined solely by submitting such to arbitration in Los Angeles, California, before an arbiter mutually selected by the parties who is experienced in the field with respect to the use of material similar to the submitted material; or, if we cannot mutually agree, then such arbiter shall be selected in accordance with the Commercial Arbitration rules of the American Arbitration Association. The arbitration shall be controlled by the terms of this agreement, and any award favorable to us shall be limited to the fixing of compensation for your use of the submitted material, which shall bear a reasonable relation to compensation normally paid by you for similar material taking into account the relative stature of the owner or author of similar materials. Such award will provide for each party, respectively, to bear its own costs of arbitration and attorney's fees. The pendency of the arbitration, the proceedings, any evidence or other material, and the award shall be maintained and remain confidential, except that an award may be confirmed by a court of competent jurisdiction provided no award which has been fully satisfied within 14 days of its issuance may be so confirmed.

5. We assume full responsibility for any loss of the submitted material for any reason including, but not limited to, whether it is lost, stolen or destroyed in transit, or while in your possession or otherwise. You shall have no obligation to read or consider the submitted material nor to return the submitted material to us.

6. Except as otherwise provided in this agreement, we hereby release you of and from any and all claims, costs, demands and liabilities of every kind whatsoever, known or

unknown, that may arise in relation to the submitted material or by reason of any claim now or hereafter made by or through us or on our behalf (even though we realize that such might be based on facts or circumstances not now known or suspected by us to exist, which if known or suspected, would have materially affected our decision to enter into this agreement) that you have used or appropriated the submitted material, except for fraud or willful and intentional injury on your part. We waive all rights of injunctive or other equitable relief (including rescission) against you, in connection with this agreement and exploitation of the submitted material and in connection with any other material, whether or not in whole or part identical with or similar to the submitted material.

7. We shall not have the right to use (nor authorize the use of) your name, in any manner or means whatsoever.

8. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.

9. This agreement is entire and shall be binding on the parties' respective successors, assigns, licensees and all affiliated and related parties. No statements or representations have been made except those expressly stated in this agreement. This agreement may be modified only by subsequent written agreement. "We," "us" and "our" refers to the party or parties submitting the material to you.

10. You may freely assign, in whole or in part, your rights hereunder.

11. This agreement will be interpreted in accordance with the laws of the State of California applicable to agreements entered into and fully performed therein.

\_\_\_\_\_  
date and place

Very truly yours,

\_\_\_\_\_  
signature(s)

\_\_\_\_\_  
print name(s)

Full address: \_\_\_\_\_

\_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_