



SUBMISSION RELEASE AGREEMENT

TO WHOM IT MAY CONCERN:

1. I am submitting to you herewith the following described material, ideas of creative work hereafter referred to as "said material(s)":
2. I understand that you have adopted the policy of refusing to accept, consider, or evaluate unsolicited material unless the person submitting such material has signed an agreement in form substantially the same as this.
3. I specifically acknowledge that you would refuse to accept, consider, or otherwise evaluate any material in the absence of my acceptance of each and all of the provisions of this agreement. It is understood that no confidential relationship is established by my submitting the material to you hereunder. I shall retain all rights to submit this or similar material to persons other than you.
4. I request that you examine said material with a view to deciding whether you will undertake to represent said material, and you hereby agree to so examine it.
5. I warrant that I am the sole owner and author of said material, that I have the exclusive right and authority to submit the same to you upon the terms and conditions stated herein and that all of the elements of said material are summarized herein. I agree to indemnify you against any liabilities, losses, claims, demands, costs (including reasonable attorney's fees), or expenses arising in connection with any breach or alleged breach of the foregoing.
6. I agree that nothing contained in this agreement nor the fact of my submission of said material to you shall be deemed to place you or any of your clients or any person or entity to whom you show said material in any different position that anyone else to whom I have not submitted said material with respect to any portion of said material which does not constitute protectable literary property.
7. I recognize that you and your clients have access to and/or may create or have created literary materials and ideas which may be similar or identical to said material in theme, idea, plot, format, or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by you or any such client or may have come to you or such client from any other independent source.
8. Such similarity in the past has given rise to litigation so that unless you can obtain adequate protection in advance, you will refuse to consider the submitted material. The protection for you must be sufficiently broad to protect you, your related corporations, and your and their employees, agents, licenses and assigns and all parties to whom you submit material. Therefore, all references to you include each and all of the foregoing.
9. I agree that no obligation of any kind is assumed or may be implied against you by reason of your review if the said material or any discussions or negotiations we may have, except pursuant to an express written agreement hereafter executed by you and me which, by its terms, will be the only contract between us.
10. Except as otherwise provided in this agreement, I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the said material or by reason of any claim now or hereafter made by me that you have used or appropriated the said material, except for fraud or willful injury on your part.

11. Either party to this agreement may assign or license to any person, firm or corporation whomsoever, its/his/her rights of his/her, or its obligation hereunder. This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, licensees and clients and all such heirs, successors, representatives, assigns, licensees, and clients shall be deemed to be third party beneficiaries under this agreement.
12. I have retained at least one copy of said material, and I hereby release you of and from any and all liability for loss of, or damage to, the copies of said material submitted to you hereunder.
13. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us.
14. Should any provision or part of any provision be void or unenforceable, such provision or part thereof 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 purpose hereof.

Very truly yours,

Signature

Print Name

Company

Name of Proposal

Phone Number

Address

Date

Send completed entries to:

**ATTN: EF
Food Network
1180 Avenue of the Americas
11th Floor
New York, NY 10036**