

COVERAGE, INK. RELEASE AND ORDER FORMS

To Whom It May Concern:

By submitting my screenplay, currently entitled

_____, and written

by _____, to

Coverage, Ink.

(herein known as "The Service") I agree to the following:

This material, consisting of a motion picture or television script (hereinafter "Material,") is being submitted for analysis and review by Coverage, Ink.

I recognize that you have adopted a policy of refusing to accept or otherwise review any Material unless the person submitting such Material and all other authors and/or Owners of the Material, if any, have read this Agreement acknowledging that he or she understands the nature of this submission and the limitations on your liability in connection with it.

In consideration of the foregoing, I hereby irrevocably warrant, represent and acknowledge the following:

1. The Material is submitted by me voluntarily, and no confidential or fiduciary relationship between you and me exists or is being created by this Agreement or by my submission of the Material.
2. I am at least eighteen (18) years of age, the Material is completely original with me (or to a minor extent in the public domain), and has not been sold, assigned, optioned or otherwise transferred, nor has it been used as security for any loan or otherwise encumbered. I am the sole owner and author of the Material, and have the exclusive right and authority to submit the Material to you upon the terms and conditions set forth herein, and none of the rights granted herein will libel or defame any third party or otherwise violate the rights of any third party, whether under copyright or otherwise.
3. No obligation of any kind is assumed or may be implied against you by reason of the submission of the Material to you.
4. Nothing contained in this Agreement nor the fact of my submission of the Material to you shall place you or any other person or entity who may read the Material in any different position than anyone else to whom I have not submitted the Material.
5. You have access to, or may have created, literary materials and ideas,

which may be similar to the Material in theme, idea, plot, format or other respects. 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 anyone affiliated with Coverage, Ink. or may have come to you from any independent source, other than with respect to any protectable literary property ("Protectable Material") contained therein. Protectable Material means any Material which is protected as literary property under copyright law. You may use without obligation to me any Materials which are not Protectable Material or which you would be free to use if the Material had not been submitted to you by me, or which is in the public domain, or which was independently conceived by another person or entity prior to or after this submission.

6. Except as otherwise provided in this Agreement, I hereby release you, from any and all claims, demands, and liabilities that may arise in relation to the Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Material or any portion thereof. In the event of any dispute concerning any alleged use of said Material (e.g., whether you have caused the Protectable Material to be used), or any other dispute arising out of or in connection with the Protectable Material or with reference to this Agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the rules and regulations of the American Arbitration Association then in effect, provided that said arbitration shall be heard before a single arbitrator, selected pursuant to said rules and regulations. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes. Said arbitrator shall be well acquainted with the entertainment business in the County of Los Angeles. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding, and shall provide for each party to bear his or its own costs of arbitration and attorneys' fees.

7. I acknowledge and agree that unless I submit a self-addressed stamped envelope to you with the correct postage, that you may retain the original of the Material submitted hereunder and that I have retained at least one copy of the Material. As such, I hereby release you from any liability for loss or damage to the Material or copies thereof. I understand that should you return the Material to me, such action shall not terminate or affect any rights or obligations under this Agreement. In addition to making the representations and warranties set forth above, I also acknowledge my

understanding of and agreement to the following:

A. Your submission process is an open service with the express purpose of providing an impartial analysis and review of my screenplay.

B. It is my sole responsibility to protect the Material, including filing or registration the Material with the Writers Guild of America or the United States Copyright Office. You strongly recommend that I register the Material with one or both of the aforementioned parties.

C. I will indemnify, protect, defend and hold you harmless from and against any liabilities, losses, claims, demands, costs or expenses (including, without limitation, attorneys' fees and court costs) incurred at any time in connection with the Material or in connection with any breach or alleged breach by me of any of the representations, warranties or agreements contained herein. I agree that I must give you written notice by certified or registered mail at your address as set forth on the coverage-inc.com website, of any claim arising in connection with the Material or arising in connection with this Agreement within the period of time prescribed by the applicable statute of limitations, but in no event more than 10 calendar days after I acquire knowledge of such claim, or if it be sooner, within 10 calendar days after I acquire knowledge of facts sufficient to put me on notice of any such claim. My failure to give you written notice will be deemed an irrevocable waiver of any rights I might otherwise have with respect to such claim.

8. You and your assignees may assign your rights under this Agreement, in whole or in part, in any manner and to any person, corporation or entity that you shall determine.

9. The word "you" and "your" in this Agreement refers to Coverage, Ink, and any affiliated entities. If the Material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons.

10. Any provision or part of any provision which is void or 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.

11. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by,

construed and enforced in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein, any action shall be brought in such state and I hereby submit to the personal jurisdiction of the courts thereof.

12. I understand that you have the right to discontinue Coverage, Ink. at any time without any notice given to me.

13. I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to the Material; and that this Agreement states our entire understanding.

14. I also acknowledge that if the Material is owned by me as well as others that I have received permission from them to enter into this agreement on their behalf.

Sincerely,

(Writer) (Date)

(Writer) (Date)

(Address)

(telephone and E-mail)

. ORDER FORM

_____ Standard Coverage, one script (\$119, 2 week turnaround)

_____ Coverage two copies of same script (\$229, 2 week turnaround)

_____ RUSH? (add \$51. E-mail first to confirm reader availability.)

_____ Check here if you want script mark-up/editing/proofreading (add \$49 per script and include SASE for each script submitted)

_____ Extra length Charge -- \$1.50 per page for every page over 120. Note that we DO NOT ACCEPT SCRIPTS LONGER THAN 130 PAGES.

_____ We prefer hard copy submissions, but for international orders we accept script submissions via e-mail. There is a \$10 charge to print out the script on our end. We accept scripts in MS Word, Final Draft and .rtf formats. You can either prepay by check, money order or PayPal. If submitting script by e-mail, write \$10 in space above. NOTE: We

recommend that you send scripts as READ-ONLY documents.

_____ If you're requesting the JC Option-Jim Cirile personally evaluates your script-the fee is \$199. E-mail first to confirm availability: If you're requesting JC Option plus one additional reader, the fee is \$309.

_____ **ADD YOUR TOTAL**

Make check payable to James Cirile, LTD. please.

Sorry, we do not accept credit cards, but we do accept **PAYPAL**. Please e-mail us if you wish to pay by PayPal, and we will e-mail you an invoice. There is a 4% service charge to use PayPal.

SEND TO:

COVERAGE, INK.
3717 S. La Brea Ave. #106-522
Los Angeles, CA 90016
coverageink@aol.com

_____ Check here if you want your script(s) returned
(enclose SASE with proper postage for each script submitted)

Indicate whether you'd like coverage report sent to you by e-mail, fax or by snail mail:_____

Thanks for your order!

*****A NOTE ABOUT POSTAGE & SCRIPT RETURNS*****

We get way too many submissions with inadequate return postage. Please make sure you include the CORRECT postage amount on any SASEs: If you do not include the correct postage, your script may not make it back to you, or it may come back with postage due. We are not responsible for any scripts that don't make it back to you because you did not include correct postage.

1) US Priority Mail: \$5.90 (2-3 business days; any envelope)

2) US FLAT-RATE: \$3.85 (2-3 business days)

*****MUST USE U.S. POST OFFICE "FLAT-RATE" ENVELOPE!*****

Using any other envelope means Priority Mail rates apply.

3) US MEDIA MAIL: \$1.84 (7-14 business days; formerly 4th Class)

Media Mail CANNOT be in a U.S. Priority Mail envelope! Use plain envelopes ONLY for Media Mail return.

4) Or enclose a FedEx or other courier envelope with the account number and return info already completed. Thank you!

5) For international orders, you must pre-pay US AirMail postage in advance if you want the script returned to you. E-mail us at info@coverageink.com and we'll tell you how much to include for postage.