

# glass eye pix

18 Bridge St., #2G, Brooklyn, NY 11201 718 643-6911 • fax 646 349-2700 • [glasseyepix@gmail.com](mailto:glasseyepix@gmail.com)

## Submission Release

Dated: \_\_\_\_\_

Ladies and Gentlemen:

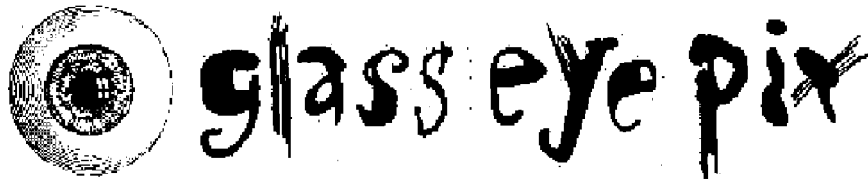
I am submitting to GLASS EYE PIX ("Glass Eye") herewith certain material described as follows:

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In consideration of Glass Eye examining said material (the "Submission"), I hereby represent, warrant, acknowledge and agree as follows:

1. I have retained a copy of the Submission, and I release Glass Eye from any liability for loss or damage to any copy or copies of the Submission sent to Glass Eye. Glass Eye does not guarantee the return of any Submission even where a special request has been made therefore.
2. I represent that the ideas and literary elements contained in the Submission are original with me and/or that any person who has collaborated with me in creating the Submission or has ownership rights to the Submission has either assigned such rights to me or authorized me to enter into this Release.
3. I represent and warrant that I have the right to disclose to Glass Eye the Submission, and I agree to indemnify and hold harmless Glass Eye and its subsidiaries, and the shareholders, members, managers, officers, employees and agents and/or the legal representatives of any of them (collectively, the "Glass Eye Affiliates") from any and all losses, claims, damages or liabilities (or actions in respect thereof), including all court costs, costs of discovery and depositions, attorneys' fees, and the fees or charges of any experts engaged by Glass Eye to ascertain originality, public domain status, or any other facts or factors deemed necessary or advisable by Glass Eye in the defense of such action, that arise out of or are related to the Submission or the wrongful disclosure of the Submission by me to Glass Eye, and I agree to reimburse each such indemnified person from time to time, on demand, for any legal or other expenses reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, demand, damage or liability.
4. Neither Glass Eye's consideration of my Submission nor any subsequent negotiations between us regarding the Submission shall be deemed an admission by Glass Eye of the novelty of any ideas contained therein, or of the priority of originality of my Submission. I acknowledge that Glass Eye may determine that it has an independent legal right to use any elements contained in the Submission, because the elements are not new or novel, are not reduced to concrete form, were not originated with me, or because other persons, including Glass Eye employees, have submitted similar or identical suggestions, or because such elements have been independently conceived or developed by such other persons.

**<http://www.glasseyepix.com>**



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5. All Submissions are made by me are on a voluntary and unsolicited basis.
6. No confidential relationship is to be established by such Submission or implied from consideration of the submitted material, and the material is not submitted “in confidence”. (Confidential relationships have been held to create obligations and liabilities that are beyond those that Glass Eye is willing to assume).
7. No obligation is assumed by, nor may be implied against, Glass Eye unless or until a formal written contract between the parties is signed. In that case, the obligations will be only those expressly set forth in the terms of any such contract.
8. All of my rights and remedies arising out of any Submission to Glass Eye shall be limited to any rights and remedies I am accorded under U.S. copyright law. All other claims of whatever nature arising out of my Submission to Glass Eye are hereby waived.
9. This Release shall be governed by the laws of the State of New York. Any dispute related hereto shall be submitted to arbitration in New York, New York, according to the then current rules of the American Arbitration Association. The arbitrator selected shall be knowledgeable in and have experience in the media industry. The prevailing party in such proceeding shall be entitled to reimbursement of reasonable attorney’s fees and proceeding costs, if any, incurred in connection with such dispute. Any action against Glass Eye must be brought within nine months after the execution of this Release, or else the right to bring such action shall be deemed waived.

Agreed and Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name - Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

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