

**MONKEY HOUSE GAMES SUBMISSIONS RELEASE FORM**

I wish to submit for consideration to Monkey House Games (“MHG”), subject to all of the terms and conditions below, the proposed item or idea for the work of game or story materials (“Material”) that is described on this form.

I understand that MHG will be evaluating the Material described below as a basis for considering a potential further relationship with me. I further understand that MHG has a policy of refusing to review or consider creative materials for any purpose, unless the submitter signs a release defining the conditions of such a submission. I am executing this Submission Release (“Release”) with the express understanding that MHG will review and evaluate the Material solely and completely in reliance upon this Release and my covenants and warranties herein. I specifically acknowledge that MHG would refuse to review the Material in the absence of my agreement to each and every provision of this Release. Furthermore, it is expressly understood that neither MHG nor I shall be obligated to enter into any further agreement related to the Material.

I sign this agreement as the sole and exclusive owner (or the authorized representative [agent, parent, legal guardian, POA, executor of estate, etc.] of the owner) of the Material or idea being submitted. By signing this agreement I am certifying that I am of legal age to do so, and that I am under no previous contract or legal obligations that would prevent me from making agreements relative to the submission of the Material or idea being submitted.

I warrant and represent that I am the sole owner of the Material or that I have the right to submit the Material. I further warrant and represent that to the best of my knowledge the Material and all elements thereof are my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto except as may be specifically identified on the Material in writing. I agree to defend, indemnify and hold MHG harmless from and against any and all claims, expenses, losses or liabilities, including any reasonable attorney’s fees and costs, that may incurred by or asserted against MHG in connection with the Material.

DESCRIPTION OF ITEM OR IDEA BEING SUBMITTED FOR CONSIDERATION:

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(Use attachments, if necessary to clearly express the item or idea. Attachments may include photographs, diagrams, or artwork. By signing this form you are acknowledging that those additional items are also covered under the terms of this agreement. If this item or idea has been previously copyrighted, trademarked or patented, please furnish us with copies of all relevant documentation since this will define your rights regarding your submission.)

## TERMS AND CONDITIONS

I submit my idea voluntarily and on a non-confidential basis. I understand that acceptance of my submission by MHG does not, in whole or in part, establish or create by implication or otherwise, any relationship between MHG and me not already expressed herein. I have retained at least one copy of the Material, and I hereby release MHG of all liability for loss or destruction of, or damages to, said Material.

I further understand and agree that MHG, in its own judgment may accept or reject my submission and shall not be obligated to me in any way, with respect to my submission, until MHG shall, at its own election, enter into a properly executed written agreement with me, and then only according to all of the terms of said agreement. If no agreement is concluded, I shall rely solely upon such rights as I may have under patent, copyright and trademark laws.

I agree that MHG may have a reasonable period of time in which to consider this submission. I understand MHG is in no way under any obligation whatsoever to return said Material to me and I shall not hold MHG responsible in any way for any items or materials which are accidentally damaged or lost. I understand that it is in my own best interests to retain my own copy of all materials submitted and hereby accept all responsibility if I fail to do so.

I further understand that the acceptance by MHG of this disclosure does not create or imply any financial obligation of any kind on the part of MHG.

I further understand that the acceptance by MHG of this disclosure does not create or imply any confidential relationship or guarantee of secrecy regarding the item or idea being submitted. I understand and acknowledge that because of MHG's position (i) it receives numerous submissions of other creative works from third parties, and (ii) it is constantly developing in-house ideas, scripts, treatments, stories, concepts, artwork, and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by MHG may be similar to or identical to those contained in my Submission. I understand and agree that MHG's use of materials containing elements similar to or identical with protectable property contained in the Material shall not obligate MHG to me in any manner if MHG shall have developed or obtained such material either heretofore or hereafter independently or exclusively from sources other than me.

I further understand that the acceptance by MHG of this disclosure does not create or imply any recognition or acknowledgement of either the novelty or originality of the item or idea being submitted. I acknowledge that no fiduciary or confidential relationship now exists between MHG and me, and I

further acknowledge that no such relationship is established by execution of this Release, my submission of the Material or by MHG's acceptance, review or retention of the material.

I agree that MHG may photograph, photocopy, record or otherwise reproduce for its own records any material submitted by me herewith or subsequently with respect to said item or idea, whether accepted or rejected.

This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. Should any provision or part of any provision of this Release become void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects the parties' intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the internal substantive law in the state of Florida without reference to the conflicts of law provisions. This Release may not be changed, modified, terminated or discharged except by a writing signed by both parties. Venue for any action arising out of or from the terms of this agreement shall be Hillsborough County, Florida. In any action arising from this agreement, the prevailing party shall be entitled to all costs and attorneys' fees.

#### SUBMITTER INFORMATION

Name of Submitter:

Submitter's Working Title for Material Submitted:

Date of Submission:

Address:

City:

State/Province:

Zip Code:

Country:

Telephone:

E-Mail Address:

Signature of Submitter: \_\_\_\_\_ Date of Signature: \_\_\_\_\_