

# SUBMISSION AGREEMENT

1. As used in this Agreement, "Temple" shall mean Temple University – Of The Commonwealth System of Higher Education – and its subsidiaries, affiliates, subsidiaries of such affiliates, and the officers, agents, servants, employees, stockholders, licensees, successors and assigns of it. In the event that the Material is owned or controlled by more than one (1) party, this Agreement will be binding jointly and severally upon all such parties.
2. TUTV requires that you provide a description of the content you submit.
3. If your program contains obscenity, profanity, nudity and/or graphic violence, Temple may decline the program or edit the material to meet community standards. Temple will not offer or sell your program material to the audience, to other stations or to other producers.
4. Submitter acknowledges that TUTV receives numerous solicited and unsolicited submissions of programs, ideas, suggestions and the like, and that many such submissions heretofore or hereafter received by TUTV may resemble, or be similar or identical to those developed by Submitter and delivered hereunder. Further, Submitter acknowledges that TUTV has adopted the policy, with respect to submissions of material, of refusing to accept, consider or review such material unless the person submitting such material has signed an agreement in a form substantially the same as this. Accordingly, Submitter acknowledges that TUTV will refuse to accept, consider or otherwise review the Material in the absence of Submitter's acceptance of each and all provisions of this Agreement.
5. Submitter acknowledges that no fiduciary or confidential relationship now exists between Submitter and Temple University, and further acknowledges that no such relationships are established between Temple and Submitter by reason of this Agreement or by reason of any submission to Temple of the Material.
6. In consideration of Submitter's execution of this Agreement, Temple agrees to cause, within a reasonable time, the Material to be reviewed and to determine whether Temple is interested in acquiring any or all rights in and to the Material. Submitter acknowledges that Temple has no obligations to Submitter except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist. Submitter further acknowledges that at this time Temple has no intent to compensate Submitter in any way, and Submitter has no expectation of receiving any compensation.
7. In the event that Temple is interested in acquiring any or all of the rights in the Material, Submitter will negotiate with Temple in good faith with respect to Temple's acquisition of such rights. In this connection, Submitter understands and acknowledges that Temple may not elect to acquire any rights in the Material.
8. Temple will excerpt program material only for on-air/online promotional purposes.

9. Submitter warrants and represents that s/he owns or controls the Material and that s/he has full right and authority to submit the Material to Temple upon the terms and conditions stated herein. Submitter shall indemnify Temple from and against any and all claims, expenses, losses or liabilities (including reasonable attorneys' fees) that may be asserted against Temple or incurred by Temple, at any time, in connection with the Material or any use thereof, arising from any breach or alleged breach of these warranties and representations.
10. Submitter acknowledges that other projects or material developed by Temple may be similar to the Material. Submitter hereby waives and agrees that s/he will never make any claim or demand, or bring any action against Temple or its affiliates in connection with Temple's use of the Material by reason of any such similarity. In this connection, Submitter hereby releases and absolutely forever discharges Temple and its affiliates of and from any and all claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which Submitter now has, or at any time heretofore ever had or which Submitter may have in the future, against Temple which in any way arise out of or in connection with the Material.
11. Submitter shall give Temple written notice by certified or registered mail at Temple's address, as set forth above, of any claim arising in connection with the Material or in connection with this Agreement. Such notice shall be provided no more than thirty (30) calendar days after Submitter acquires knowledge of such claim or, if it be sooner, within thirty (30) calendar days after Submitter acquires knowledge of facts constituting the basis of any such claim. Submitter's failure to so provide Temple with written notice shall be deemed an irrevocable waiver of any rights Submitter might have with respect to such claim.
12. Any dispute concerning this Agreement, including, without limitation, the validity or effect of this Agreement, shall be litigated in the courts located in the County of Philadelphia, Commonwealth of Pennsylvania, and both parties consent to the jurisdiction and venue of such courts, and agree not to initiate any action against the other elsewhere. At Temple's sole election, any such dispute may be submitted to arbitration in the County of Philadelphia, Commonwealth of Pennsylvania, 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 experienced in entertainment matters and selected pursuant to said rules and regulations. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. The prevailing party shall also be entitled to recover from the losing party, in addition to all other relief to which it may be entitled, its costs and expenses including, without limitation, actual attorneys' fees and the costs of expert witnesses. In the event of any dispute concerning this Agreement, Submitter's sole remedy shall be to seek damages and in no event shall Submitter be entitled to seek injunctive or other equitable relief or undertake any legal efforts to restrict the exploitation of the Material.

13. Submitter has retained a copy of the Material, and Submitter releases Temple from any liability for loss or other damage to the copy or copies submitted herewith. Submitter understands that Temple's returning the Material shall not terminate or affect any rights or obligations under this Agreement. Temple shall have the right, but not the obligation, to retain a copy of the Material for Temple's files.
14. Any provision or part of any provision in this Agreement 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 times be construed so as to carry out the purposes stated herein.
15. This Agreement may not be changed, modified, terminated or discharged except in writing signed by both Temple and Submitter. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements executed and to be wholly performed therein.
16. Submitter hereby states that s/he has read and understands this Agreement; that no oral representations of any kind have been made to Submitter; that there are no prior or contemporaneous oral agreements in effect between Submitter and Temple pertaining to said Material; and that this Agreement states the entire understanding of the parties hereto.
17. Submitter acknowledges that Temple agrees to accept, read and consider the submission of Material hereunder in reliance on this agreement. Submitter further acknowledges that Temple has instructed Submitter to seek the advice of an agent or attorney before so executing and delivering this Agreement to Temple.

**SIGNED BELOW:**

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*(Submitter Signature)*