

# scr(i)pt<sup>FM</sup>

WHERE FILM BEGINS

## Open Door Contests

Please type or print legibly. Co-authors must sign this form as well.

Name \_\_\_\_\_

Street 1 \_\_\_\_\_

Street 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

E-mail \_\_\_\_\_

*We can e-mail results as soon as they are available! We do not sell or trade your contact information.*

Title of Script \_\_\_\_\_

Genre \_\_\_\_\_ Length in pages \_\_\_\_\_

Co-writer: \_\_\_\_\_

Entry Fee is \$45 US per script submission.

*Please make checks payable to Open Door Contests. Funds must be drawn on a U.S. bank.*

Payment Method: check    visa     mc     amex     money order

CC# \_\_\_\_\_ Exp. date \_\_\_\_\_

Signature \_\_\_\_\_

How did you hear about the contest?  Absolute Write     Inktip     scr(i)pt Magazine     scr(i)pt Newsletter

Moviebytes     Google Search     Done Deal/ Scriptsales.com     Friend     Event

Other \_\_\_\_\_

*(Demographic information is optional)* Age \_\_\_\_\_ Sex: \_\_\_\_\_ Male \_\_\_\_\_ Female

Occupation \_\_\_\_\_

With my signature below I attest:

1. I have supplied truthful and accurate information in the application form above.
2. The material that I have submitted is mine, I have exclusive rights to the material, and the material is original to me.
3. I understand that the copy of the screenplay I have submitted will not be returned to me, and that I have retained a copy for my own uses.
4. I understand and agree that the burden of securing copyright or WGA registration for my screenplay lies entirely with me. (*scr(i)pt* recommends that screenplays be registered with the WGA (323)782-4500).
5. I have read and understand the rules and intentions of the Open Door Contest.
6. I agree to hold Forum Incorporated, publishers of *scr(i)pt* magazine and AEI harmless from and defend them against all claims, demands, losses, costs, damages, judgements, liabilities, and expenses (including attorney's fees) arising out of or in connection with any and all claims or third parties, whether or not groundless, based on any screenplays, plots, characters, or ideas submitted to the Open Door Contest or on any screenplay, film, or material developed out of those screenplays, plots, characters, or ideas.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-writer \_\_\_\_\_

# This is a Release

Dated:

Open Door Contests  
c/o *scr(i)pt* Magazine  
5638 Sweet Air Road  
Baldwin, MD 21013

## To the representatives of AEI and Open Door Contests/*scr(i)pt* magazine:

1. I am submitting to Open Door Contests/*scr(i)pt* and AEI herewith the following described material, ideas or creative work in connection with the Open Door/*scr(i)pt* screenwriting competition (hereinafter referred to as "said material")
2. I acknowledge and agree that the said material being submitted can be categorized by Open Door Contests and AEI as a "genre film" screenplay.
3. I request that Open Door Contests/*scr(i)pt* and AEI examine said material with a view to including said material in the screenwriting competition.
4. I am executing this release to induce Open Door Contests/*scr(i)pt* and AEI to review said material, and I acknowledge and agree that in accordance with Open Door/*scr(i)pt*'s and AEI's established policy Open Door Contests/*scr(i)pt* and AEI have refused to accept, consider or otherwise evaluate said material without my acceptance of each and all of the provisions of this release and, that Open Door Contests/*scr(i)pt* and AEI have not examined said material prior to my execution of this release. I further acknowledge and agree that (i) Open Door Contests/*scr(i)pt* and AEI are not undertaking any obligation to either examine or use said material; and (ii) no confidential relationship exists among Open Door Contests/*scr(i)pt* and AEI and me or is established by my executing this release or submitting said material to Open Door Contests/*scr(i)pt* and AEI.
5. I warrant that I am the sole owner and/or author of said material, that I have the exclusive right and authority to submit the same to Open Door Contests/*scr(i)pt* and AEI upon the terms and conditions stated herein, and that all of the elements of said material are described herein.
6. Open Door Contests/*scr(i)pt* and AEI may use without obligation to me any material that is not legally protectible material. I agree that nothing contained in this release nor the fact of my submission of said material to Open Door Contests/*scr(i)pt* and AEI shall be deemed to place Open Door Contests/*scr(i)pt* and AEI in any different position from any member of the general public with respect to any element or portion of said material.
7. I recognize that Open Door Contests/*scr(i)pt* and AEI have access to and/or may create or have created materials and ideas that 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 Open Door Contests/*scr(i)pt* and/or AEI or any such clients or may have come to Open Door Contests/*scr(i)pt* or AEI or such clients from any other independent source.
8. If Open Door Contests/*scr(i)pt* or AEI use any portion of said material in violation of my rights, my remedy shall be limited to an award of money which shall not exceed the fair market value, as of the date of this release, of the non-exclusive right to use similar material for a similar use written by writers of my stature in the industry (which amount shall in no event exceed the minimum scale payment required by the Writers Guild of America).

In no event shall I be entitled to any other or additional compensation or remedy. I hereby waive my right to seek equitable or injunctive relief in connection with any claim that I may bring that Open Door Contests/*scr(i)pt* or AEI, as applicable have used any portion of said material in violation of my rights. I understand that I may not enjoin or interfere with the development, production, distribution or exploitation of any work in connection with any such claim that I may have.

9. I agree that I must give Open Door Contests/*scr(i)pt* and/or AEI written notice by certified or registered mail at Open Door Contests/*scr(i)pt* and AEI's addresses set forth above in this release of any claim relating to said material or this agreement within ninety (90) days after I acquire knowledge of such claim, or if it be sooner, within ninety (90) days after I acquire knowledge of facts sufficient to put me on notice of such claim. My failure to give Open Door Contests/*scr(i)pt* and AEI such written notice before the expiration of such period will constitute an irrevocable waiver of any rights I may otherwise have with respect to such claim. I further agree to indemnify and hold Open Door Contests/*scr(i)pt* and AEI harmless with respect to any costs, expenses and damages (including attorney's fees) incurred by Open Door Contests/*scr(i)pt* or AEI by reason of any breach of any of my representations, warranties and/or agreements contained herein.

10. Open Door Contests/*scr(i)pt* and/or AEI in this release refers to them, and their parent companies, any companies affiliated with it by common stock ownership or otherwise, subsidiaries, parents and subsidiaries of such affiliates, and the officers, partners, members, directors, agents, servants, employees, stockholders, licensees, successors and assigns of each of them and all such persons, corporations and entities referred to in this paragraph. If said 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 release will be binding jointly and severally upon all such persons, firms, corporations or other entities.

11. I have retained at least one copy of said material, and I hereby release Open Door Contests/*scr(i)pt* and AEI of and from any and all liability for loss of, or damage to, the copies of said material submitted to Open Door Contests/*scr(i)pt* or AEI hereunder.

12. I have read and understand this release and no oral representations of any kind have been made to me, and this release states our entire understanding with reference to the subject matter hereof. I agree that any modifications, changes, discharge or waiver of any of the provisions of this release must be expressly approved by Open Door Contests/*scr(i)pt* and AEI in writing.

13. This release shall be governed and construed in accordance with the laws of the state of California applicable to agreements executed and fully performed therein with Los Angeles, California being the executive jurisdiction. Should any provision or part of any provision of this release be void or unenforceable, such provision or part thereof shall be deemed omitted, and this release with such provision or part thereof omitted shall remain in full force and effect. This release shall at all times be construed so as to carry out the purposes hereof.

Sincerely,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Co-author's Signature:

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Send application, entry fee (payable to Open Door Contests), and screenplay, postmarked by October 1, 2006 to: Open Door Contests, c/o *scr(i)pt*, 5638 Sweet Air Road, Baldwin, MD 21013