

FULL KILT PURSUITS

31 McClarnan Road, Ajax, Ontario L1S 3A6
e-mail: mitchell@fullkiltpursuits.com
website: www.fullkiltpursuits.com
Cellular: 416.578.5182



TO: Full Kilt Pursuits Inc. ("Full Kilt Pursuits")

FROM: _____ (the "Owner")
(insert your full name(s))

RE: _____ (the "Proposal")
(insert the title of your proposal)

DATE: _____, 20__.

I understand that ideas, program formats and literary and other materials that are submitted to Full Kilt Pursuits may be identical or similar to those which have already been submitted or may be submitted by other producers or which have been developed or may be developed by Full Kilt Pursuits. In order to prevent any misunderstandings between us as to the use of the Proposal that I am submitting to Full Kilt Pursuits, we mutually agree, prior to the consideration of the Proposal, as follows:

1. I/We hereby represent and warrant that: (a) the materials that I/we have submitted for review were solely created and are solely owned by me/us and that no other firm, person or corporation has any right, title or interest in the materials (except as otherwise noted in the "**Summary of Materials**" attached (collectively the "**Materials**"): (b) I/We have the full right to submit the Materials to Full Kilt Pursuits upon the terms and conditions stated herein.
2. I/We hereby acknowledge that Full Kilt Pursuits has not made any prior representations to me/us regarding the Materials and shall not be under any obligation if the material has not been selected for production by Full Kilt Pursuits
3. I/We have retained a copy of the Materials, and I/We agree that Full Kilt Pursuits shall not have any obligation to return the Materials, nor shall Full Kilt Pursuits have any obligation for loss or damage to the physical Materials.
4. I/We further acknowledge that Full Kilt Pursuits may have independently developed ideas, or may hereafter develop program formats and literary and other materials which are similar to the ideas, program formats or literary or other materials which I/We am/are submitting to Full Kilt Pursuits or may hereafter independently develop ideas, program formats and literary and other materials which are similar to the ideas, program formats or literary or other

materials which I/We am/are submitting to Full Kilt Pursuits, that Full Kilt Pursuits will have the unrestricted right to use such similar ideas, program formats and literary formats and other materials which Full Kilt Pursuits has developed and I/We will have no right or recourse against Full Kilt Pursuits in respect of such usage.

5. I/We further understand and agree that I/We shall not be entitled to any compensation for Full Kilt Pursuits' use of any materials similar to those that I/We am/are now submitting if Full Kilt Pursuits has received a prior similar submission, subsequent similar submission not based on the Materials, or has independently created or hereafter creates material based on an idea similar to which my submissions is based.
6. Full Kilt Pursuits hereby acknowledges that I/we am/are the owner of all right, title and interest in and to the contents of the Materials submitted for review including, without limitation, the worldwide copyright therein and thereto and any and all renewals or extensions of such copyright throughout the world in perpetuity.
7. Subject to the provisions hereof, Full Kilt Pursuits agrees not to make any commercial use of the ideas, program formats or literary or other materials which I/we is/are submitting to us except under the term of an agreement to be negotiated between you as the Producer and Full Kilt Pursuits;

This Agreement shall constitute the entire understanding between Full Kilt Pursuits and myself. No other Agreement, written or oral, expressed or implied, exists between us with respect to the Materials. Any change to this Agreement must be signed by both parties. Any reference to Full Kilt Pursuits shall be deemed also to refer to Full Kilt Pursuits and its affiliated and related companies, and all of their respective directors, officers, employees, agents and representatives, licensees, successors and assigns.

The signatures below shall constitute a binding agreement. I/We have read and understood the foregoing.

Yours truly,

Signature

Signature of Witness

Print name

Print Name of Witness

AGREED: Full Kilt Pursuits Inc.

DESCRIPTION OF MATERIALS SUBMITTED

(A) FORM OF MATERIAL

SCRIPT PROPOSAL OTHER

(B) SUMMARY OF MATERIAL
