

FILM SUBMISSION FORM

GOATBOYFILMS and EMPIRE PLANET PRODUCTIONS

FILM TITLE _____

Primary contact person _____

Relation to film _____

Production Company _____

Mailing Address _____

City _____ State _____ Country _____

Phone number _____

Fax number _____

Email _____

Website _____

FILM INFORMATION

Original format _____ 35mm _____ 16mm _____ 8mm _____ Digital video _____ Other

Submission format (check one) MINI DV (recommended) _____ CD rom (AVI format) _____

VHS _____

Is the submission a student film? _____ Yes _____ No

If yes, name of the school _____

Does the film have all the clearances and rights for commercial distribution? _____ Yes
_____ No

Has submission's copyright been secured? _____ Yes _____ No If yes, what is the date
of the copyright _____

Category (check as many as needed)

_____ Action _____ Animation _____ Drama _____ Children
_____ Comedy _____ Documentary

_____ Horror _____ Sci fi/ fantasy _____ Experimental _____ other

RUNNING TIME (minutes/seconds) _____

SYNOPSIS (please add any production stills, press kits, and other production information with a

seperate document)

FESTIVALS _____ AWARDS _____

FILM CREDITS

DIRECTOR _____ WRITER _____
PRODUCER(S) _____ MUSIC _____
DIRECTOR OF PHOTOGRAPHY _____
EDITOR _____

CAST _____

TERMS AND CONDITIONS:

Whereby, in consideration of the promises set forth in this agreement goatboyfilms and Empire Planet Productions along with the below named owner (herein named as the "Owner") of the submitted film, video, animation or other medium (herein named as the "Submission") agree that the Owner accepts, without limitation or qualification the following Terms and Conditions.

1. TERRITORY AND EXTENT OF RIGHTS

Owner hereby grants goatboyfilms/Empire Planet Productions all rights to the submission and to include submission into any and all formats that can be distributed world wide in any and all venues of distribution. In addition, Owner grants goatboyfilms/Empire Planet Productions to enter said submission into any licensing agreement with a third party. Goatboyfilms/Empire Planet Productions has the right to display, screen, or broadcast submission for promotion purposes. Owner hereby grants goatboyfilms/Empire Planet Productions the ability to edit submission(length/image/music) for any and all other formats and promotions of the submission.

2. TERM OF THIS AGREEMENT

The term of this agreement shall be for the life of the Owner as of the date first written above (the "Term").

3. SUBMISSION FORMAT

Owner agrees to send submission in Mini DV, VHS, .AVI, or any format acceptable to goatboyfilms and Empire Planet Productions. The Submission will not be returned to the Owner.

4. OWNER'S COPYRIGHT RESPONSIBILITY

Owner hereby represents and warrants to goatboyfilms and Empire Planet Productions, its successors, licensees and assigns as follows:

a) Owner has sole and entire right, power and authority to enter into this agreement, to grant the rights of this submission to goatboyfilms / Empire Planet Productions.

b) Submission, or any part therein does not defame, disparage, libel, or slander any person or entity, nor infringe or violate privacy, publicity, copyright, trademark, patent, intellectual property right, literary right, dramatic rights, musical right, moral right or any other statutory or common law right of any kind or nature whatsoever of any person or entity, nor exploit images of children under 18 years of age.

c)The copyright in the submission, and the literary, dramatic and musical material upon which it is based, or which is contained in the Submission, will be valid and subsisting when given to goatboyfilms/Empire Planet Productions.

d)Owner has paid and will hereafter continue to pay, all obligations arising in connection without the Submission, including, without limitation, salaries, copyright fees, residuals, deferrals, participations, costs, guild payments, union payments and synchronization, mechanical, and performance fee and royalties payable in connection with the production, manufacture and exploitation of the submission.

e)There are no litigations, proceedings, or claims pending or threatened against the Owner or in connection with Submission which may be materially adversely affect Owner's rights in and to the Submission, the copyright pertaining thereto, and the Owner shall indemnify and hold goatboyfilms/Empire Planet Productions from any expenses and liability there under.

f)Owner has obtained all rights, releases, clearances, and licenses with respect to all materials and elements in and all persons appearing in, or performing services in connection with the submission.

5. GOATBOYFILMS/EMPIRE PLANET PRODUCTIONS RIGHT TO TERMINATE

In the event that goatboyfilms/Empire Planet Productions becomes aware that the Owner's Submission violates any of the above stated Content Guidelines, goatboyfilms/Empire Planet Productions has the right to immediately remove the submission from any and all forms of media in any and all forms of distribution, and inform Owner of the violation. Even if the Owner modifies the submission, goatboyfilms/Empire Planet Productions will be under no obligation to restore Owner's Submission.

6.GOATBOYFILMS/EMPIRE PLANET PRODUCTIONS LIABILITY

Owner agrees to indemnify and hold harmless goatboyfilms/Empire Planet Productions and each of their alliiates, employees, attotneys, representatives, agents, successors and assigns, from any and all claims, costs, demands, expenses, losses, liabilities, damages, penalties, causes of actions and judgements including, without limitation, reasonable attorney's fees and costsm whether or not litigation is commenced (collectively, "Claims") arising out of or in connection with breach or alleged breach of contract of Owner's representations, agreements, or covenant warranties and goatboyfilms/Empire Planet Productions exploitation of the Submission as stated in Paragrah 1. of this document;and/or any matter, visual or audio, contained in the Submission.

7. FURTHER EVIDENCE EXECUTION

Owner shall provide and execute such documents and do such other acts and deeds as may be required by goatboyfilms/Empire Planet Productions or its assignees or licensees to further evidence or effectuate its rights hereunder. If the Owner fails to do so, goatboyfilms/Empire Planet Productions has the right to terminate this agreement without any liability.

8 BREACH OF AGREEMENT

In the event of a breach of this Agreement by goatboyfilms/Empire Planet Productions. Owner's sole remedy is termination of the Agreement.

9 GENERAL PROVISIONS

(a) A more formal agreement may be prepared by goatboyfilms/Empire Planet Productions, but unless and until such more formal agreement is fully executed, this Agreement shall constitute the entire and binding agreement between the parties. This Agreement merges and supersedes all prior and contemporaneous understandings and agreements (whether written or oral) between the parties regarding the subject matter hereof and may not be modified except by a writing signed by the parties hereto. If, for any reason, any provision of this Agreement is adjudged to be unenforceable, such adjunction shall in no way affect any other provision of this Agreement or the validity or enforceability of the remainder of this Agreement and the affected provision shall be modified or curtailed to the minimum extent necessary to bring it into compliance with applicable law.

(b) This Agreement contains the entire understanding of the Owner and goatboyfilms/Empire Planet Productions with reference to the submission; there are no warranties other those expressly stated in this agreement. No waiver or modification of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remainin provisions shall not be affected.

(c) The caption headings of this Agreement are inserted for convenience only and are without substantive effect.

This agreement shall be of no force and effect unless signed by Owner within 60 days of the date first stated below.

IN WITNESS WHEREOF, the owner has signed this Agreement to be effective as of the date first stated below.

FILM TITLE _____

FILM OWNER _____

SIGNATURE _____ DATE _____

Send this signed form along with your submission to the following address below

Goatboyfilms
Attn: Jerry Williams
3489 Lansdowne Dr. #12
Lexington, KY 40517

If you have any questions, please contact goatboyfilms@yahoo.com