

McKnight Artist Fellowships for Screenwriters Property Release Form

IFP Minnesota
2446 University Avenue West
Suite 100
St. Paul, Minnesota 55114

Dear Sir or Ms:

I am submitting to you herewith the attached material (hereinafter referred to as “the Material”) in connection with my [application to] the [McKnight Screenwriting Fellowship] (the “Fellowship”). The Material is submitted on the following terms and conditions:

1. I acknowledge that you receive numerous submissions of materials for consideration in connection with the Fellowship and with other programs. I also acknowledge that you engage the services of numerous panelists, jurors and readers who are professionals in the entertainment industry who also review numerous submissions of ideas, formats, stories, suggestions and the like. For the purpose of this agreement, references to “you” shall include you, your employees, panelists, jurors, and readers. I acknowledge that many such submissions heretofore or hereafter received by you are similar to or identical to those developed by you or are otherwise available in the industry. I further understand that you would refuse to accept or otherwise evaluate the Material in the absence of my acceptance of each and all of the provisions of this Agreement.
2. I retain all rights to submit this or similar material to persons other than you. I acknowledge that no fiduciary or confidential relationship now exists between you and me, and I further acknowledge that no such relationships are established between you and me by reason of this Agreement or by reason of my submission to you of the Material.
3. I request that you read and evaluate the Material in connection with the consideration of my [application] to the fellowship. [You shall have no obligation to do so nor to inform me of your evaluation, if any.]
4. I represent and warrant that I am the author of the Material [, having acquired the Material as the employer-for-hire of all writers thereof]; that I am the present and sole owner of all right, title and interest in and to the Material; that I have the exclusive, unconditional right and authority to submit the Material to you for your consideration upon the terms and conditions set forth herein.

5. I will indemnify you from and against any and all claims, expenses, losses, or liabilities (including, without limitation, reasonable attorneys' fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with the Material, or any use thereof, including without limitation those arising from any breach or alleged breach of the warranties and promises given by me herein.

6. I have retained at least one copy of the Material, and I release you from any and all liability for loss or other damage to the copies of the Material submitted to you hereunder.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, representatives, and assigns. Should any provision or part of any provision be void or unenforceable, such provision or part thereof 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 all times be construed so as to carry out the purposes stated herein. This Agreement shall be governed by the laws of the state of Minnesota applicable to agreements executed and to be fully performed therein. I hereby state that I have read and understand this Agreement and that no oral representations of any kind have been made to me and that this Agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both of us.

Very truly yours,

IFP Minnesota

ACCEPTED AND AGREED TO:

By: _____
 Signature

 Print Name

 Address

 City and State

 Telephone Number

 Date