

Submission Agreement

Date: BlinkFest 5 Tudor City #1904 New York, NY 10017

Gentlemen:

Submitted herewith and under the terms and conditions stated herein, please find the following material (hereinafter referred to as "Submission"):

TITLE: _____

FORM OF MATERIAL: Short Film/Documentary

BRIEF SUMMARY OF SUBMISSION:

NAME(S) OF SUBMITTER(S):

In consideration of my execution of this agreement, BLINKFEST agrees, within a reasonable time period, to view the Submission and to determine whether it will enter into negotiations with me for the acquisition or licensing of my rights in the Protected Material, as defined in Section 4 below, contained in the Submission.

I understand and acknowledge that because of BLINKFEST's position in the multimedia industry, (i) it receives numerous submissions of ideas, formats, stories, concepts and the like from third parties, and (ii) it is constantly developing in-house ideas, formats, stories, concepts and the like, and that many such submissions and/or developments heretofore or hereafter received and/or developed by BLINKFEST may be similar or identical to those contained in my submission.

I acknowledge that no fiduciary or confidential relationship now exists between BLINKFEST and me, and I further acknowledge that no such relation is being established between BLINKFEST and me by reason of this agreement or by reason of my Submission.

I warrant that I am sole owner and author of said Submission that that I have an unrestricted right to submit it to BLINKFEST upon the terms and conditions stated herein. I agree to indemnify BLINKFEST from and against any claims, expenses, losses or liabilities that may be asserted against BLINKFEST in connection with the Submission.

As used in this Agreement, "Protected Material" means any material that is owned by me, is protected by copyright, patent, trademark or trade secret law and is contained in the Submission. BLINKFEST may use without obligation to me any matter (i) which is not Protected Material, (ii) which would be free to use if the material had not been submitted by me, (iii) which is in the public domain or (iv) which was independently conceived prior to or after this submission.

If BLINKFEST uses any of the Protected Material, it agrees to pay me the reasonable value for a non-exclusive, worldwide right to such use for any and all purposes, in perpetuity, and I agree to accept such sum as payment in full for such use. As used in this paragraph, the "reasonable value" of the material used by BLINKFEST shall be determined as of the date of submission.

I agree that I must give BLINKFEST written notice by certified or registered mail at its address set forth above of any claim arising in connection with said Protected Material or arising in connection with this Agreement, within the period of time prescribe by the applicable statute of limitations, but in no event more than ninety (90) calendar days after the date on which I first acquired knowledge of such claim, or I first learn sufficient facts to put me on notice of such a claim. My failure to give BLINKFEST such written notice shall be deemed an irrevocable waiver of any rights I might otherwise have with respect to such claim.

Any dispute concerning said material or this Agreement, including, but not limited to, the validity or effect of this Agreement, or any alleged improper use by BLINKFEST of said material or the reasonable value of said material, shall be submitted to arbitration in the County of New York, State of New York, 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 selected pursuant to said rules and regulations; said arbitrator to be well acquainted with the entertainment business in the County of New York. 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 costs and expenses, including reasonable attorney's fees and the costs of expert witnesses, shall be borne by the losing party.

I have retained a copy of the Submission, and I release BLINKFEST from any liability for loss or damage to the copy or copies submitted to BLINKFEST.

BLINKFEST may assign its rights under this Agreement to any person, firm or corporation.

References to "BLINKFEST" in this agreement shall also include any parent company affiliated with BLINKFEST, its subsidiaries, subsidiaries of such affiliates and the officers, directors, agents, servants, employees, licensees, successors and assigns of BLINKFEST. If said material is submitted by more than one person, the word "I" shall be deemed changed to "we" (and the corresponding verbs changed to the first person plural) and this Agreement shall be binding jointly and severally upon all such persons.

Any provisions which is determined by a court of competent jurisdiction to be void or unenforceable, in whole or in part, shall be deemed deleted to the extent held void or unenforceable, and this Agreement with such provision or part thereof deleted 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 may not be changed, modified, terminated or discharged except by a writing signed by both parties. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and to be wholly performed therein.

I hereby state that I have read and understand this agreement; that no representations of any kind have been made to me other than as contained in this Agreement; that there are no prior contemporaneous agreements, either oral or written, in effect between us pertaining to said Submission, and that this agreement states our entire understanding and agreement.

Signed this _____, 2003

Submitter:

Signature

Name

Address

City, State, ZIP Code

Country

Telephone Number (including Country Code and Area Code)

Signed this _____, 2003

BLINKFEST

Signature

Position