



Submission Agreement

THIS AGREEMENT is made as of _____, 2022, between **Best Jackett Press** ("BJP") a New York company, and _____ ("**Participant**"). (collectively; "the **Parties**")

Whereas the BJP offers professional writing critiques under the title Comic Writing 102 (the "**Services**") to its paying members (the "**Members**") and;

Whereas Participant desires to have certain materials (the "**Submissions**") analyzed as a portion of the Services and;

Whereas BJP may desire to review the Submission for the benefit of the Members

Therefore, in consideration of the following Terms (the "**Agreement**"), the Parties agree as follows:

1. Submissions.

- a. Participant agrees to create a Submission according to the guidelines established by BJP.
- b. Participant agrees to deliver the Submission on or before September 1, 2023.
- c. Participant grants a worldwide, royalty-free, transferable, and assignable license to include the Submission as part of the Services.
- d. Participant agrees that not all Submissions will be included in the Services and the selection of Submissions shall be decided by BJP in its sole discretion.

2. Rights to the Services.

- a. BJP shall own all rights to the Services, including the film and sound recording containing the images and speech of Participant.
- b. The results and proceeds of such tapings, films, photography, samples, screenshots, and/or recording shall be deemed a "work made for hire," as such term is defined under the copyright laws of the United States, with BJP as the author and exclusive owner thereof.
- c. Notwithstanding the foregoing, BJP does not claim ownership in the Submission, and Participant is free to exercise all intellectual property rights associated with the Submission as the owner of those rights, as further defined in Section 4 below.
- d. Participant understands and acknowledges that the Services is part of a paid service by BJP solely for the benefit of the Members. Participant shall not make or distribute copies of the Services containing Participant's appearance without the express written consent of BJP.

3. **Rights to Use Name and Likeness.** BJP has the right to use Participant's name and limited excerpts of the Submission in promotional advertisements for the Services.



4. Rights in Works Created by Participant.

- a. The Submission will remain the property of the Participant.
- b. Participant does not give up any rights in any works created by Participant by virtue of Participant's participation in the Services.
- c. Nothing in this Agreement shall ever be construed to restrict, diminish or impair the rights of BJP to utilize freely, in any work or media, any story, idea, pilot, theme, sequence, scene, episode, incident, name, characterization, or dialogue which may be in the public domain from whatever source derived.
- d. Participant agrees and acknowledges that BJP and its agents, collaborators, contractors, employees, or partners may independently develop characters, ideas, plots, or other aspects of narrative art that have coincidental similarities to the Submission. Participant agrees that BJP's receipt of the Submission shall not prevent BJP from developing any intellectual property that may have similarities to the Submission and does not obligate BJP to compensate in any way for the Submission.

5. Consent to Services.

- a. Participant hereby agrees that BJP may utilize Participant's appearance, voice, and/or participation in the Services, and Participant hereby grants and releases to BJP the right to film or tape, portray, and photograph Participant and record Participant's voice in connection with the production of the Services.
- b. Participant waives any right to inspect or approve the finished Services, or the advertising copy or printed matter that may be used in connection therewith.
- c. In no event shall the undersigned have the right to terminate the rights granted to BJP hereunder or to enjoin, restrain, or otherwise interfere with the development, production, distribution, or other exploitation of the Services.

6. Participant's Representations and Warranties: Participant represents and warrants that:

- a. It is under no legal disability that would prevent it from executing this Agreement and it has a right to execute this Agreement.
- b. Nothing in the Submission infringes or will infringe upon the copyright, trademark, trade dress, or other intellectual property rights of any other person or entity.
- c. Nothing in the Submission libels, slanders, or defames any person or entity nor infringes or will infringe upon or violate the right of privacy or publicity or any other right of any person or entity.
- d. Neither the Property nor anything in the Property is the subject of any litigation or arbitration or any claim that might give rise to litigation.



7. BJP Representations and Warranties:

- a. BJP is under no legal disability that would prevent it from executing this Agreement and it has a right to execute this Agreement.
- b. BJP DOES NOT WARRANT THAT THE SERVICES, WILL BE UNINTERRUPTED OR ERROR-FREE. BJP DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY, AND SYSTEM INTEGRATION. BJP TOTAL LIABILITY TO THE PARTICIPANT OR ANY THIRD-PARTY FOR ANY AND ALL DAMAGES SHALL NOT EXCEED IN THE AGGREGATE THE COST OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BJP BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUES, BUSINESS, USE, DATA OR OTHER INTANGIBLES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF BJP HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

8. Indemnification

- a. Participant Indemnity: Participant agrees to indemnify and hold BJP harmless from and against all loss, damage, cost, and expense, including but not limited to reasonable attorney's fees and expenses, incurred by BJP as a result of a breach or alleged breach by Participant of any term of, or representation made in, this Agreement, or any use by BJP of the Submission in accordance with the terms of this Agreement.
- b. BJP's Indemnity: BJP agrees to indemnify and hold Participant harmless from and against all loss, damage, cost, and expense, including but not limited to reasonable attorney's fees and expenses, incurred by Participant as a result of a breach or alleged breach by BJP of any term of, or representation made in this Agreement.
- c. Control of the Defense: If any claim or demand is made against either party with respect to indemnification, the indemnified party shall promptly notify the indemnifying party of such claim or demand, specifying the nature of such claim or demand. BJP, at its sole option, may assume the defense and/or settlement of any claim or litigation arising hereunder and Participant shall cooperate with BJP in any such defense and/or settlement



9. **Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power or privilege.
12. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
13. **Force Majeure:** Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented because of any act of God, fire, widespread health crisis, natural disaster, accident, act of government, war, terrorism, industry-wide shortages of material or supplies, or any other cause beyond the control of such party; provided, however, that such party give the other party written notice thereof promptly and, in the event, within five (5) days of discovery. In such an event, the time for performance or cure shall be extended for a period equal to the duration of the event, but not in excess of one (1) month.
14. **Assignment:** This Agreement may not be assigned, delegated, or transferred in whole or in part by either party without the prior written consent of the other party, and any assignment or transfer in violation of the foregoing shall be a material breach of this Agreement and shall be deemed null and void.
15. **Notice:** Any notice or other communication required, or which may be given, under this Agreement, shall be in writing. Any such notice shall be deemed delivered on the date sent by established electronic mail, or such other address as a party may provide under this section.
16. **Choice of Law:** This Agreement shall be governed by, and construed under, the laws of New York applicable to contracts made and to be performed entirely therein. All proceedings brought by any party hereto relating



to this Agreement shall be exclusively within the jurisdiction of the courts situated within New York, New York, and the parties hereby submit to the jurisdiction and venue of such courts for such purposes.

17. **Agency:** This Agreement does not constitute and shall not be construed as constituting a partnership, agency, or joint venture between BJP and Participant. Neither party shall have the right to obligate or bind the other party in any manner whatsoever and nothing herein contained shall give or is intended to give any right of agency of any kind to any party.

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

PARTICIPANT

Signed: _____

By:

Date: _____

BEST JACKETT PUBLISHING

Signed: _____

By: Scott Snyder

Date: 10/26/22