

## **IDEAS SUBMISSION POLICY AND AGREEMENT**

JERRY'S WORLD, its parents, subsidiaries, joint-ventures, d.b.a's and affiliates, thanks you for your ideas, program formats, literary material, and other suggestions and materials ("Submission(s)").

We are happy to receive Submissions like yours, and would like you to take a moment to review JERRY'S WORLD's Submission release agreement ("Agreement"). This Agreement sets forth your rights, and the rights and obligations of JERRY'S WORLD, to any Submission. This Agreement is necessary to avoid misunderstanding, and to protect everyone concerned. Please be aware that JERRY'S WORLD will only accept and consider your Submission if You (as defined immediately below) agree to the terms set forth in this Agreement.

Any reference to You or Your in this Agreement applies to (i) you and your parents (if you are a minor), subsidiaries and affiliates (if you are a company); (ii) you and your principals, licensors and sublicensees (if you are an agent acting on behalf of another person or entity); and (iii) you and your agents, licensees, sublicensees and assigns (if you are the author of the Submission).

If You are under the age of eighteen (18) (a minor), Your parent or legal guardian must sign and deliver to JERRY'S WORLD a hard copy of this Agreement on Your behalf and by doing so Your parent or guardian agrees that You (the minor) are bound by the terms of this Agreement.

Hard copies signed by parents or legal guardians may be obtained from and returned to:  
JERRY'S WORLD  
1363 Pelham Parkway North  
Bronx NY 10469  
U.S.A.

### **Did You Originate the Submission?**

JERRY'S WORLD will only accept Submissions in written form. Your Submission will only be considered at Your request and with Your guarantee that You are the sole originator of all contents of the Submission and You have the legal right to submit it to JERRY'S WORLD for consideration.

### **Disclosure to Jerry's World**

You accept that JERRY'S WORLD may discuss Your Submission with employees, and possibly others, to evaluate its usefulness to JERRY'S WORLD. You agree that any consideration of Your Submission does not create a confidential relationship between You and JERRY'S WORLD.

### **No Implied Contract**

You agree that no contract or obligation of any kind is assumed by JERRY'S WORLD

or may be implied against JERRY'S WORLD by reason of JERRY'S WORLD's review of Your Submission and/or any discussions or negotiations JERRY'S WORLD may have concerning Your Submission. Specifically, it is understood that neither Your Submission of the material, nor JERRY'S WORLD's review of the Submission constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom to the contrary.

### **What is Protected and What are You Entitled To Compensation For?**

You understand that JERRY'S WORLD may have in the past or in the present or future explore programs and ideas generated by employees or other outside sources that resemble Your Submission. You understand that it is not uncommon for more than one individual or company to originate substantially similar ideas, independently. You agree to renounce any claim that JERRY'S WORLD misappropriated any ideas or portions of Your Submission in any future JERRY'S WORLD programs or activities, except as set forth in the immediately following paragraph.

You acknowledge and agree that Your entitlement to any compensation is subject to the parties entering into a written contract (separate from this Agreement) signed by both parties related to JERRY'S WORLD's use of Your Submission. You understand that JERRY'S WORLD only has an obligation to get permission from You and to compensate you for those portions of Your Submission that are expressed in sufficient detail that they are protected under copyright law or other intellectual property or other laws.

### **Submission Not Returned**

JERRY'S WORLD is not obligated to return Your Submission to You. You should keep a copy of any materials submitted. Do not send any materials You consider irreplaceable.

### **No Prejudice**

JERRY'S WORLD's consideration of Your Submission or decision to negotiate a purchase of Your Submission does not waive JERRY'S WORLD's right to contest Your copyrights, trademarks, or other intellectual property rights.

### **Modification**

The above conditions may not be changed or waived except in writing and signed by an officer or duly-authorized representative of JERRY'S WORLD.

### **Jurisdiction/Choice of Law**

This Agreement, shall both be governed by and constructed in accordance with the laws of the State of New York and both parties hereto consent to personal service and jurisdiction of the cry thereof and expressly waive all rights to challenge such service or jurisdiction. This Agreement shall be deemed to be executed in the State of New York, and shall be construed in accordance with the laws of the State of New York. In the event any provisions hereof shall for any reason be illegal or unenforceable, then, and in any such event, then that shall not affect the validity of the remaining portion and provisions hereof. Any suit, action or

proceeding seeking to enforce any provision of, or based on any matter arising out of or connected with, this Agreement or any one or more of the transactions contemplated by this Agreement, must be brought in a state court of competent jurisdiction in the State of New York and/or in the United States District Court for New York (assuming that said federal court otherwise has or can obtain or accept jurisdiction), and all parties to this Agreement consent to the exclusive jurisdiction of said courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding, it being agreed and confirmed that said courts have a reasonable relationship to the subjects of and the parties to this Agreement and that said courts are convenient forums for any such suit, action or proceeding; and each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection which it or he/she may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any said court or that any such suit, action or proceeding which is brought in any said court has been brought in an inconvenient forum. Process in any such suit, action or proceeding can be served on any party to this Agreement anywhere in the world, whether within or without the jurisdiction of any said courts.

### **Counterparts**

This Amendment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall have the same force as original signatures for any purpose.

***THIS IS A LEGAL DOCUMENT.*** *The signatures below indicates that each party hereto has had the opportunity to and/or has actually consulted with independent counsel as to the terms and conditions of this Amendment Agreement, or that each party hereby expressly waives that right of independent counsel's review and will not challenge any provision of the Amendment Agreement in the future on that basis.*

***Blanket Release Form:*** Acceptance of this Agreement will hereby apply to all current as well as future Submissions and in exchange for JERRY'S WORLD's willingness to consider this current Submission, You also agree that this Agreement applies to any Submissions previously submitted by You to JERRY'S WORLD regardless of whether the previous Submission was submitted under a prior version of this Agreement or without any Agreement at all.

***WHEREFORE,*** *for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and this Amendment Agreement is executed and effective December \_\_\_\_, 2018, the date first written above. By executing this Amendment Agreement on the Parties are indicating, by their signatures below, their unqualified understanding, acceptance and agreement to all of the terms and conditions hereof:*

**ACCEPTED AND AGREED:**

**"Artist"**

**"Producer"**

**Jerry's World**


By: