

**SUBMISSION AGREEMENT**  
**THE COMEDY PITCH SHOWCASE PRESENTED BY AMERICAN HIGH**

To: Vancouver Comedy & Arts Society AND American High, LLC ("Producer")

**NO MATERIALS WILL BE REVIEWED UNLESS THIS AGREEMENT IS SIGNED**

In consideration of the possible review of my materials or concepts or credentials by Producer, the undersigned accepts and agrees to the following terms:

1. This agreement governs the submission of my creative ideas and/or any and all materials ("Materials") to Producer. Subject to the terms below, if Producer decides in its sole discretion that I and the Materials submitted hereunder should proceed as a finalist in the comedy pitch showcase program, the parties shall negotiate the terms on how such Material may be used in good faith. However, I understand and agree that if I am selected as a finalist by Producer in its sole discretion, I will be required to travel to Vancouver, British Columbia and to be available to pitch my Materials in front of a live panel at 12:00 p.m. on Saturday, February 16, 2019 at my own expense.
2. I agree that there is no confidential relationship established hereunder and no obligation of confidentiality placed on Producer with respect to the Materials.
3. I represent and warrant that I am the sole author and owner of the Materials, they are my original creation, they are not subject to any current agreement with a third party and the submission to Producer of the Materials shall not result in any claim or threatened claim against Producer. I hereby agree to indemnify Producer and hold Producer harmless from any claim with respect to my representations and warranties.
4. I acknowledge that Producer and its employees, independent contractors and advisors have access to and/or may create, or have created, literary materials or ideas which are similar to the Materials in theme, plot, idea, format or other respects.
5. I agree that I will not be entitled to any compensation due to use by Producer of any similar or identical materials which are not novel or original in the Materials or which may have been independently created by Producer, its employees, independent contractors or advisors, or may have come to Producer from any other independent source or are otherwise in the public domain. I acknowledge that no presumption of copying or use shall arise only by virtue of similarity between the Materials and Producer's work, or the fact of this submission and Producer's access to the Materials hereunder.
6. I have retained a copy of the Materials and I hereby release Producer from any claim for return of the copy of the Materials submitted to Producer and all liability related to loss or damage of the copy of the Materials submitted to Producer.
7. I have read and understood this agreement and it is the entire agreement between us with respect to such comedy pitch submission. This agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. The term "Producer" is deemed to include all parent, affiliated and related companies and Producer may freely assign and/or license any of its rights under this agreement. I hereby waive any right to injunctive or equitable relief and my sole remedy for any infringement of my rights shall be a potential award of monetary damages.
8. I have been given an opportunity to seek independent and legal advice prior to signing this agreement. This is the entire agreement between us respecting this submission and any amendments shall be in writing.

**ACCEPTED & AGREED:**

Per: \_\_\_\_\_ Date: \_\_\_\_\_ 2019

If a minor, signature of legal guardian: \_\_\_\_\_

Description of Materials (please include the title):

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