

Title of Screenplay _____



Agreement

1. The undersigned author of the above screenplay hereby requests that Chicago ScriptWorks (hereinafter referred to as "CSW") reads and evaluates the screenplay, _____, for its staged reading series and if it so chooses, to produce for one evening only (unless otherwise indicated in writing) a staged reading of said screenplay at the premises to be determined by CSW. I understand that any and all locations needed for pre-production and production of the reading can only be determined by CSW.
2. I understand that although CSW is obligated to read said screenplay when submitted with the appropriate reading fee and paper work, CSW has no obligation to provide a written or verbal evaluation of said screenplay, or to inform me in any way of its evaluation, if any.
3. In the event the screenplay is selected for production in the CSW reading series, a separate contract will be executed stipulating the date of the performance and all other obligations of the undersigned and CSW. Said contract will incorporate this release by reference.
4. I understand that CSW would refuse to accept or otherwise evaluate said screenplay in the absence of any or all of the provisions of this release.
5. I represent and warrant that I am the author of the above screenplay; that I am the present and sole owner of all rights, title and interest in and to said screenplay; that I have the exclusive unconditional right and authority to submit said screenplay to CSW upon the terms and conditions set forth herein; and that myself or no third party is entitled to any payment or other consideration of the use of said screenplay as set forth herein. I will indemnify and hold harmless CSW from any and all claims, expenses, losses, or liabilities that may be asserted against or incurred by CSW at any time in connection from any breach or alleged breach of the warranties and promises given by me herein including reasonable attorney's fee and other costs incurred defending against the same.

6. I retain all rights to submit this or similar material to persons or entities other than CSW.
7. I acknowledge that no fiduciary or confidential relationship now exists between me and CSW and I further acknowledge that no such relationships are established between me and CSW by reason of this Agreement or by reason of my submission to CSW of said screenplay.
8. I acknowledge that CSW receives numerous submissions of ideas, formats, stories, suggestions, screenplays and the like and that any such submission heretofore or hereinafter received by CSW may be similar to or identical to this submission. I understand that I will not be entitled to any compensation because of the use by CSW of any such similar or identical material.
9. I understand that the presentation of the screenplay to the public by CSW will provide exposure of the screenplay (its story, plotline, characters, dialogue, etc.) in its entirety to the public and hereby specifically release CSW from any and all liability, direct and indirect, resulting from the improper use by any other persons or entities of any similar ideas, formats, stories, suggestions and the like relating to said screenplay. I acknowledge that CSW has recommended that I copyright said screenplay and has provided or has offered to provide a photocopy of "Form PA" from the United States Copyright Office.
10. I have retained at least one copy of said screenplay and release CSW from any and all liability or loss or other damage to copies of said screenplay submitted to CSW hereunder.
11. This release extends to CSW, their agents, servants, employees, officers, directors and volunteers including those associated with CSW.
12. I hereby acknowledge and agree that there are no prior or contemporaneous agreements, oral or otherwise, in effect between CSW and me pertaining to said screenplay including, but not limited to, agreements pertaining to the submission by me of any ideas, formats, plots, characters, or the like. I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by CSW and me.
13. Should any provision or part of any provisions be void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof shall remain in full force and effect. This Agreement shall at all times be construed to as a carry out the purposes stated herein.
14. This Agreement shall be governed by the laws of the State of Illinois applicable to agreements executed and to be fully performed herein.

15. 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 made in writing and signed by both the undersigned and CSW. In the event of a dispute, the prevailing party shall be entitled to his/her/its legal fees and costs in addition to any other remedies.

Date: _____

Name of Applicant: _____

Signature of Applicant: _____

Name of Co-Applicant: _____

Signature of Co-Applicant: _____