

Mail submissions with a signed copy of this agreement to:

**Zenescape Entertainment**

**433 Caredean Dr., Suite C**

**Horsham, PA 19044**



I am submitting to you the following materials (here after referred to as “the Material”):

\_\_\_\_\_ (list title and description here)

In accordance with the following agreement:

1. I represent and warrant to you, Zenescape Entertainment, your successors and assigns that the Material is my original creation and that no other persons other than those who have signed and submitted a copy of this agreement have collaborated with me in creating and developing the Material.
2. Zenescape Entertainment’s consideration of the Material and any negotiations between us regarding the Material shall not be deemed an admission of the novelty or originality of the Material.
3. Zenescape Entertainment may retain a copy of the Material and I release Zenescape Entertainment and it’s officers from any liability for loss or damage thereto.
4. I hereby grant Zenescape Entertainment the right to use the Material provided that Zenescape Entertainment shall first conclude an agreement with me for such use or Zenescape Entertainment shall determine that an independent legal right exists to use the Material or any portion thereof which is not derived from me either because the Material is not new, novel, or original or has not been reduced to concrete form or because other persons (which may include employees of Zenescape Entertainment and other persons presenting materials to Zenescape Entertainment) have submitted similar or identical suggestions, features and material which you have the right to use.
5. This Agreement shall be construed solely under Pennsylvania substantive law (except where the Supremacy Clause of the Constitution of the United States requires federal law to apply). The parties involved have chosen the substantive law to apply, no other choice of law (including Pennsylvania’s) applies. Any dispute shall be settled in the state of Pennsylvania; if dispute resolution is required, it shall be conducted in Pennsylvania. A party may enforce any settlement or arbitration in any other form only in accord with applicable law. Any dispute between us which cannot be settled by the parties in a reasonable time shall be submitted to arbitration in Horsham, Pennsylvania, in accordance with the rules and regulations of the American Arbitration Association. I agree that any claim directly against Zenescape Entertainment or it’s employees, officers, directors or shareholders based on the Material must be brought within one year after the date of Zenescape Entertainment’s first publication or other relevant use of the Material.
6. In the event of any dispute that requires dispute resolution, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all mediation, arbitration, and other legal costs, expenses and fees, in addition to any other recovery or award.
7. This agreement constitutes our entire understanding and my signature and the signature of any person who has collaborated with me in the creation of the Material shall constitute agreement to the terms and conditions set forth herein. This agreement may be changed only by a written instrument signed by a representative of Zenescape Entertainment and myself. This agreement also applies to any other material which I may submit to Zenescape Entertainment unless it is agreed by all parties involved, in writing, to the contrary. The invalidity of any provision of this agreement shall not affect the remainder, which shall continue in full force and effect.

\_\_\_\_\_ Name (please print)

\_\_\_\_\_ Signature

\_\_\_\_\_ Street Address

\_\_\_\_\_ City/ State/ Zip

\_\_\_\_\_ Date

\_\_\_\_\_ Phone Number

\_\_\_\_\_ E-Mail Address

Please note: In case of collaboration, each collaborator should sign and provide the above information.