

www.MyScriptNeedsHelp.com
 (818) 564-6764 Voice
 (818) 480-4398 Fax

SCRIPT SERVICE ORDER FORM CATEGORY 3: Novels and manuscripts

Name: _____ Address: _____

Company: _____ City/State Zip: _____

Phone: _____ Email: _____

The service (s) which the writer is ordering (place an "X" to mark your choice):

ANALYSIS

- \$175 Coverage (for adaptation to feature film)
- \$300 Analysis (for adaptation to feature film)

REPAIR

- \$1000 Formatting & grammatical error correction (hard copy)
- \$1000 Formatting & grammatical error correction (soft copy)
- \$3,000 Polish, tweaking (narrative or dialogue)
- \$6,000 Polish, tweaking (narrative **and** dialogue)

GHOSTWRITING

- \$300 (Re)write a marketable synopsis
- \$600 (Re)write a marketable treatment
- \$1000 Develop an idea/pitch into a marketable treatment

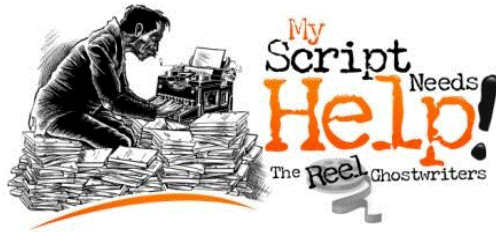
- \$2,500 (Re)write a marketable outline for a novel
- \$4,500 Adapt material into a marketable film screenplay
- \$10,000 Rewrite material into the same form as submitted
- \$20,000 Write one marketable draft of a novel

Payment. I shall pay via:

<input type="checkbox"/> Personal check (7-10 day hold) <input type="checkbox"/> Money order <input type="checkbox"/> Paypal (acct: service@myscriptneedshelp.com) <input type="checkbox"/> eCheck (via Paypal; 3-4 day hold) <input type="checkbox"/> Wire Transfer (Western Union or Bank) <input type="checkbox"/> Visa, Mastercard, Discover, AMEX (circle one) Card #: _____ Name #: _____ Exp. Date: _____ CVV2# _____ Billing Addr: _____ Billing City/State/Zip: _____ Signature: _____	<p style="text-align: center;">TOTAL DUE</p> Service Fee (from above or from quote) = _____ Pages over the limit (# extra pages x \$2) = _____ Rush Fee (see website for pricing) = _____ <p style="text-align: right;">Total = _____</p> <input type="checkbox"/> 1 complete payment <input type="checkbox"/> [] # of equal payments of \$ _____ ** Discount/Referral Code _____
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*Reminder: service will be performed when full payment is received, unless prior payment plan arrangements are made.

Make checks/ money orders out to: **My Script Needs Help Inc.** Western Union or bank wire transfer instructions available upon request. Mail your material, this order form, the submission & release form, and payment to: 18653 Ventura Blvd. # 441, Tarzana, CA 91356



18653 Ventura Blvd. # 441
Tarzana, CA 91356
(818) 564-6764 Voice
(818) 480-4398 Fax

SUBMISSION & RELEASE AGREEMENT

To Whom It May Concern:

I am submitting to My Script Needs Help, Inc. (hereinafter "you" or "your") the following written material (s):

Title: _____

WGA Registration # (Check one ___ East or ___ West): _____

Copyright # (if applicable): _____

The word "you" and "your" in this Agreement refers to My Script Needs Help Inc., and any parent or subsidiary company, any company affiliated with it or them by common stock ownership or otherwise, its and their subsidiaries, subsidiaries of such affiliates, any person, corporation, or entity to which it or they may have an affiliation for development and/or production of motion pictures based on the Material, and the officers, agents, attorneys, servants, employees, directors, stockholders, licensees, successors and assigns of it and all such persons, corporations and entities referred to in this paragraph. If the Material is submitted by more than one person, the word "I or Me" shall be deemed changed to "We or Us" (and the corresponding verb changed to the first person plural), and this Agreement will be binding jointly and severally upon all such persons.

I acknowledge that you have adopted a policy of refusing to accept or consider for inclusion in the Script Service or otherwise review any Material unless the person submitting such Material and all other authors of the Material, if any, have signed this Agreement acknowledging that he or she understands the nature of the Script Service and the limitations on your liability in connection with it.

This material (s), consisting of motion picture or television script (s), stage plays, novels or manuscripts, ideas, logline (s), short stories, or synopses, etc. (collectively, called "Material") is being submitted for either coverage, analysis, repair, ghostwriting, or consultation services, and in the event I agree, also for consideration in connection with the possible development and production of a motion picture, television project or other audio visual work based on the Material. I hereby acknowledge and agree that it is in my best interest to have the Material, and any comments or notes you may have thereto reviewed by industry professionals and that such potential consideration and your analysis are good and valuable consideration for me to enter into this submission release agreement ("Agreement").

In consideration of the foregoing, I hereby irrevocably warrant, represent and acknowledge the following:

► I am at least eighteen (18) years of age, the Material is completely original with me (or to a minor extent in the public domain), I am the sole owner and author of the Material, and have the exclusive right and authority to submit the Material to you upon the terms and conditions set forth herein, and none of the rights granted herein will libel or defame any third party or otherwise violate the rights of any third party, whether under copyright or otherwise.

► The Material is submitted by me voluntarily and not in confidence, and no confidential or fiduciary relationship between you and me exists or is being created by this Agreement or by my submission of the Material.

► You have access to, may create or have created literary materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. I will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by another customer or may have come to you or any customer from any independent source, other than with respect to any protectable literary property ("Protectable Material") contained therein. Protectable Material means any Material which is protected as literary property under US Copyright Law or Writer's Guild of America registration. You may use without obligation to me any Materials which are not Protectable Material or which you would be free to use if the Material had not been submitted to you by me, or which is in the public domain, or which was independently conceived by another person or entity prior to or after this submission.

► No obligation of any kind is assumed or may be implied against you by reason of your inclusion of the Material in the Script Service.

► Nothing contained in this Agreement nor the fact of my submission of the Material to you shall place you or any of the customers to the Script Service or any other person or entity to whom you show the Material in any different position than anyone else to whom I have not submitted the Material.

► Except as otherwise provided in this Agreement, I hereby release you from any and all claims, demands, and liabilities that may arise in relation to the Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Material or any portion thereof. If you use any Protectable Material from the Material I submit to you, provided it has not been obtained from, or independently created by, another source, and if the foregoing release is held invalid or inapplicable by any court of competent jurisdiction, I agree that your liability shall be limited to an amount which is comparable to the fair market value thereof as of the date of this Agreement, but in no event more than the applicable Writers Guild of America minimum scale payment for such Material. If we are unable to agree to said amount, or in the event of any dispute concerning any alleged use of said Material (e.g., whether you have caused the Protectable Material to be used), or any other dispute arising out of or in connection with the Protectable Material or with reference to this Agreement, its validity, construction, performance, non-performance, operation, breach, continuance or termination, such dispute shall be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the rules and regulations of the American Arbitration Association then in effect, provided that said arbitration shall be heard before a single arbitrator, selected pursuant to said rules and regulations.

Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of California to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes. Said arbitrator shall be well acquainted with the entertainment business in the County of Los Angeles. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding, and shall provide for each party to bear his or its own costs of arbitration and attorneys' fees. I agree that the amount of any award shall be an amount which is comparable to the fair market value thereof as of the date of this Agreement, but in no event more than the applicable Writers Guild of America minimum scale payment for such Material. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrator is empowered to proceed ex parte. In the event of any dispute concerning the Material or this Agreement, my sole remedy shall be to seek damages and in no event shall I be entitled to seek injunctive or other equitable relief or undertake any legal efforts or restrict your right to use the Material.

► I acknowledge and agree that you may retain the original of the Material submitted hereunder and that I have retained at least one copy of the Material. As such, I hereby release you from any liability for loss or damage to the Material or copies thereof. I understand that should you return the Material to me, such action shall not terminate or affect any rights or obligations under this Agreement. In addition to making the representations and warranties set forth above, I also acknowledge my understanding of and agreement to the following:

- ▶ The Script Services offered are open services with the primary purpose of evaluating film, television, stage play scripts, treatments, etc. for film production potential and facilitating introductions and interactions between writers and parties interested in optioning or acquiring literary material, if the writer so chooses. You do not attest to or guarantee the validity or legitimacy of any customer who accesses the Script Service.
- ▶ It is my sole responsibility to protect the Material, including filing or registration the Material with the Writers Guild of America or the United States Copyright Office. You strongly recommend that I register the Material with one or both of the aforementioned parties.
- ▶ You are not agreeing to the purchase of the Material. You do not warrant or guaranty that any industry professional (s) will purchase or be interested in the Material.
- ▶ Part of the value of the Script Service comes from the ability of customers to read objective summaries of their submitted scripts (the "Coverage/Analysis"). Literary evaluation is subjective in nature and reasonable people may disagree as to the merits of the Material. You cannot warrant or guaranty that Coverage/Analysis of the Material will be complimentary or positive in its evaluation.
- ▶ You agree that all coverage and analysis reports, and/or any other material completed by your team for repair or ghostwriting services, shall be kept strictly confidential and shared only with me. Nothing created by your team on my behalf will be shared with or passed on to any agent, producer, studio, or industry professional without my written consent. The decision whether or not to submit the Material to, and/or enter into an agreement with, an interested industry professional, if any, shall be solely mine. You will have no responsibility for such agreements.
- ▶ You reserve the right to change, alter or modify the format or layout of the My Script Needs Help Inc. website at any time.
- ▶ You and all your team will not hold any copyright claims to any services performed as ghostwriters. All such rights revert to me. As such, I understand that your team members' names maybe anonymous to me.
 - (a) CREDIT: The writing credits shall be designated by me. It is understood that as a "ghostwriter," neither you nor your team will at any time expect or make a claim to receive a "Written by" credit.
- ▶ Any agreements I enter into with writers you have referred to me are completely separate from any service agreements I enter into with you, and I will not hold you liable for any disputes that arise from separate agreements I may enter into from your referrals.
- ▶ I will defend and indemnify you against any liabilities, losses, claims, demands, costs or expenses (including, without limitation, attorneys' fees and court costs) incurred at any time in connection with the Material or in connection with any breach or alleged breach by me of any of the representations, warranties or agreements contained herein. I agree that I must give you written notice by certified or registered mail at your address as set forth on the My Script Needs Help Inc. website, of any claim arising in connection with the Material or arising in connection with this Agreement within the period of time prescribed by the applicable statute of limitations, but in no event more than 10 calendar days after I acquire knowledge of such claim, or if it be sooner, within 10 calendar days after I acquire knowledge of facts sufficient to put me on notice of any such claim. My failure to give you written notice will be deemed an irrevocable waiver of any rights I might otherwise have with respect to such claim.
- ▶ You and your assignees may assign your rights under this Agreement, in whole or in part, in any manner and to any person, corporation or entity that you shall determine.
- ▶ Any provision or part of any provision which is void or unenforceable shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

► This Agreement may not be changed, modified, terminated or discharged except in writing signed by both you and me. This Agreement, regardless of where executed or performed, shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed therein, any action shall be brought in such state and I hereby submit to the personal jurisdiction of the courts thereof.

► I hereby state that I have read and understand this Agreement; that no oral representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to the Material; and that this Agreement states our entire understanding.

Very truly yours,

Print Name of Author (s):

Author Signature (s):

Date: _____

Author #1 Address:

Author #2 Address:

Email address:

Email address:

Phone #:

Phone #:

The section below is for Company Use --Authors, do not enter information beyond this point.

ACKNOWLEDGED AND AGREED:
MY SCRIPT NEEDS HELP INC.

Bonnie L. Franklin

By: Bonnie L. Franklin
President & ServiceTeam Lead