

IRON CIRCUS COMICS SUBMISSION RELEASE FORM ("Agreement")

I am submitting to you the following materials ("Material" or "Materials") for your consideration:

[Please describe in full the Materials submitted.]

Materials

I understand that as a condition precedent to Iron Circus Comics ("Iron Circus") accepting and reviewing my Material, I agree to the following submission terms:

1. I understand that because of your position in the comic book industry Iron Circus may receive numerous solicited and unsolicited submissions of ideas, formats, comic books, manuscripts, illustrations, and the like, and that many such submissions received by or available to you are similar to or identical to those developed by Iron Circus and /or other creators with whom you, your employees, licensees, and assigns. I agree that unless and until Iron Circus signs a subsequent written agreement for the acquisition and development of my Materials, I will not be entitled to any compensation because of the use by you of any such similar or identical material.
2. Your consideration of the Material, and any negotiations between us regarding the Material, shall not be deemed an admission by Iron Circus of the value, novelty, or originality of the Material.
3. Iron Circus may retain a copy of the Material, and I release you from any liability for loss or damage thereto.
4. I represent and warrant that I am the author of the Material and/or that I own and/or control all rights to the Materials, and have the full right and authority to grant the rights herein granted.
5. In the event that Iron Circus and I enter into a subsequent publishing or licensing agreement for the Materials, I represent and warrant that I am empowered to grant all exclusive rights in the Materials in all media throughout the universe, as will be more fully discussed in that subsequent agreement, and that no other party's permission is or will be required in order for me to grant such exclusive world-wide rights in the Material.
6. I represent and warrant that I am 18 years of age or older.
7. In entering into this Agreement I represent and warrant that I have not relied on any representations or statements by Iron Circus relating to if or whether the Materials will be

published or how the Materials will be used. I understand and acknowledge that Iron Circus has no fiduciary or confidentiality obligations with respect to me or the Materials.

8. I agree to indemnify Iron Circus and its successors, licensees, and assigns from and against all claims, damages, or expenses resulting from my breach of the representations and warranties I make in this Agreement.
9. This submission does not constitute any agreement on the part of Iron Circus to publish my Materials. Any publication of the Materials shall be conditioned upon a separately executed written and signed agreement between us. Notwithstanding the foregoing, I acknowledge that Iron Circus may use any portion of the Materials that is in the public domain, or not copyrightable, or not protectable as literary property, or derived from separate sources, or unoriginal, or is not novel.
10. This Agreement shall be construed in accordance with the laws of the State of New York and shall be deemed to have been executed and fully performed in New York. I waive any right I may have to seek an injunction or other equitable relief. Any claims arising under this Agreement shall be brought in the appropriate Federal or state court located in New York and both parties hereby irrevocably consent to the jurisdiction of such courts.
11. This Agreement contains the full and complete understanding between me and Iron Circus with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto. I acknowledge and agree that there are no prior or contemporaneous oral or written agreements between Iron Circus and me pertaining to any Material or additional material, including but not limited to ideas, plots, formats, characters, or the like. I understand and agree that unless and until a formal agreement has been prepared and entered into between us, that there are no other obligations outside of this Agreement Iron Circus and me. To the extent that this Agreement conflicts with any prior agreements or understandings between the parties hereto with respect to the subject matter hereof, whether written or oral, this Agreement shall control.
12. Should any provision or part of any provision in this Agreement be void or unenforceable, such provision, or part thereof, shall be deemed omitted, and this Agreement with such provision, or part thereof, omitted shall remain in full force and effect.

Yours truly,

| | |
|-------------------|----------------|
| Print name | Email |
| Signature | Address |
| Date | Phone |