

## SUBMISSION AGREEMENT

You must first become a member (it's free) in order to associate your media to your user name.

**SwishFilms User Name:**

**TITLE:** \_\_\_\_\_

### CONTACT INFO

**Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Relation to film:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State/Country:** \_\_\_\_\_

**Zip/Postal Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**How did you hear about SwishFilms?** \_\_\_\_\_

### FILM INFORMATION

**Title:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Category:**      Movie                                      Game                                      Animation

**Genre:**    Comedy                      Drama                      Action                      Experimental  
                         Animation                      Sports                      Games                      Music

**Running Time:** \_\_\_\_\_  
**Rating:** \_\_\_\_\_  
**Date Completed:** \_\_\_\_\_

How did you submit your work? \_\_\_\_\_ Mail \_\_\_\_\_ Electronic

If mailed, type of Media? DV Tape DVD RAM CD ROM VHS-PAL VHS-NTSC

Is your submission a student film? YES NO

If yes, name of school: \_\_\_\_\_

Does the film have all clearances and rights for commercial distribution (i.e. music, actors, etc.)?

YES NO

Was the film produced under any guild or union agreements? YES NO

Describe any and all potential clearance issues: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **CREDITS**

Director: \_\_\_\_\_

Producer: \_\_\_\_\_

Writer: \_\_\_\_\_

Camera: \_\_\_\_\_

Editor: \_\_\_\_\_

Music: \_\_\_\_\_

Cast: \_\_\_\_\_

\_\_\_\_\_

For SwishFilms Office Use Only	
File Name:	_____
Username:	_____
Password:	_____
<input type="checkbox"/> WMP High	<input type="checkbox"/> Flash
<input type="checkbox"/> WMP Low	<input type="checkbox"/> Shockwave
<input type="checkbox"/> QT High	<input type="checkbox"/> Icon
<input type="checkbox"/> Qt Low	
Completed	
By:	

## LEGAL

Does the material have a registered copyright? YES NO

If yes, Copyright Registration No. \_\_\_\_\_

Please read this Agreement in its entirety before submitting your original Material described above to SwishFilms located at 308 1/2 Main St., Suite D, Rochester, Michigan 48307. If you agree with all of the provisions of this Agreement, please sign this Agreement and return it to SwishFilms along with a copy of your Material, regardless of whether you submit the material electronically or via mail.

If you do not accept any provision of the Agreement, do not submit your Material to SwishFilms. SwishFilms will not review any material it receives which is not accompanied by a signed copy of this Agreement. SwishFilms will not return any material it receives which is not accompanied by a signed copy of this Agreement.

This Agreement becomes effective upon execution by an officer of SwishFilms. SwishFilms will communicate its acceptance and send all other notices and information to you electronically or by mail.

1. You warrant that the Material is original to you.
2. You acknowledge that any non-original material, including, but not limited to, background music, lyrics, film clips, and the like, which are not original to you, will be identified and you will verify in a separate written letter accompanied by written release from the author that you have the rights from the author from such material to incorporate such material into your Material and to authorize SwishFilms to make use of your Material, including any non-original material of which you have the rights to use and sublicense, in accordance with the provisions of this Agreement.
3. You acknowledge that your submission of Material to SwishFilms is not in confidence and does not create any confidential or fiduciary relationship between you and SwishFilms.
4. By entering into this Agreement and submitting the Material to SwishFilms, you agree that SwishFilms may evaluate the Material for potential publication on its website without any obligation, financial or otherwise, to SwishFilms. You agree that no obligation of any kind is assumed or may be applied against SwishFilms by the receipt of your Material by SwishFilms.
5. You acknowledge that due to SwishFilms' publication of many films and/or computer games on its website which it has received from other persons, including employees of SwishFilms, SwishFilms' website may include similar or identical material to your Material. You agree that SwishFilms' publication of material similar to or identical with the Material or containing features similar to or identical to those contained in the Material will not entitle you to any compensation of any kind from SwishFilms or constitute any violation of U.S. and International copyright law.
6. You agree that you will not receive any compensation for submitting the Material to SwishFilms and that you will not receive any compensation if SwishFilms places your Material on its website for public access.
7. You warrant that your submission of the Material to SwishFilm and SwishFilms' copying and use of the Material for its review and/or publication on its website will not infringe any copyright, patent, privacy right, publicity right, trademark or any other personal or property right of any person or entity. You warrant that you are the sole owner of the Material and all rights therein. You represent that the Material does not defame any person or entity, and is not obscene, pornographic, or otherwise illegal. You represent that the Material does not contain any virus, material or other code that will, upon the occurrence of an event, the passage of time, or otherwise, delete or alter any data or impair the operation of any computer system or any equipment or software thereon, or permit any unauthorized access to any such system, equipment or software.

8. You represent that you are 18 years of age or older. If you are younger than 18, or the legal age to enter into contracts in your state of residence, written consent from your parent or legal guardian is required before SwishFilms will consider executing this Agreement.
9. You will indemnify and hold SwishFilms, its affiliates, subsidiaries, and assignees harmless from any and all claims, losses, or liabilities, including reasonable attorneys' fees, that may be inserted against or incurred by SwishFilms, its affiliates, subsidiaries and assignees, at any time, including any time up to six (6) months after the Material which you submit to SwishFilms is removed from SwishFilms' website, in connection with the Material or any use thereof, and/or arising from any breach or alleged breach of any representation made by you to SwishFilms.
10. You agree that SwishFilms' sole right resulting from the acceptance by SwishFilms of your Material, which acceptance is at the sole discretion of SwishFilms under this Agreement is to make the Material publicly available and accessible on its website for access to and viewing and/or playing by the public.
11. SwishFilms will take reasonable steps to protect your Material when it is published on its website; but you agree not to hold SwishFilms liable if a user is able to download and copy your Material from SwishFilms' website.
12. You agree that any controversy arising out of or in connection with any use of the Material or any dispute with regard to this Agreement, its validity, or effect, will be governed by the laws of the State of Michigan. Any such controversy will be adjudicated only in a court of competent jurisdiction in the State of Michigan.
13. You agree that you have read and understand this Agreement and acknowledge that no oral representations of any kind have been made to you by SwishFilms and that this Agreement is the entire understanding between you and SwishFilms. Any modification or waiver of this Agreement must be in writing, signed by you and an officer of SwishFilms. The invalidity of any provision of this Agreement will not affect the validity of any remaining provision.

**SUBMITTER:**

**SWISHFILMS:**

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_