

SUBMISSION RELEASE

I wish to submit to Creative Santa Fe. (“Company”), its successors, assigns, and licensees certain material(s) (the “Material”) as summarized on Schedule A attached hereto and incorporated herein by this reference. By signing this Submission Release in the space indicated below and returning it to Company, I accept the terms of this Submission Release.

The following shall constitute our agreement with respect to the Material:

1. I acknowledge that I make this submission voluntarily, that I have not previously reached an agreement with Company concerning the use of the Material, and Company has no obligation to me of any kind in connection with the Material;

2. I declare that all of the important features of the Material, and the particular items being submitted by me (e.g., proposal, script, outline, drawings, narrative, stories, biographical materials, etc.) are summarized on Schedule A attached hereto. This Submission Release shall also cover any additional Material I submit or give to Company from time to time, all of which shall be deemed added to Schedule A and the definition of “Material”, whether or not physically appended to this Submission Release.

3. I represent and warrant that I am the sole and exclusive creator, author and/or owner of the Material, and that no one else has any right to the Material. I further represent and warrant that no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way, except as I have indicated on Schedule B attached hereto;

4. The fact that Company might accept my offer to submit the Material to Company, does not mean that Company regards the Material, or any part thereof, as novel, valuable or usable. I acknowledge that other persons including Company employees may have submitted to Company or to others or made public, or may hereafter originate and submit or make public, similar or identical material which Company shall have the right to use, and I understand that I will not be entitled to any compensation in the event of Company's use of such other similar or identical material and I hereby waive any such claim that Company misappropriated any ideas or portions of the Material in any Company programs or activities.

5. I authorize and grant to Company the right to adapt, edit, summarize, reproduce, perform, display, distribute, publish, license, sell, broadcast, post or stream over the internet, in and for live streaming, in and for audio casts, including, but not limited to podcasts, film, advertising, publicizing, exhibiting and exploiting the Project, in whole or in part, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. I hereby acknowledge that Company has no obligation to utilize my name and/or likeness in the Project.

6. Notwithstanding the foregoing, I acknowledge, however, that Company is not agreeing to refrain from, or to compensate me for, the use of any elements of the Material that are based on Company's intellectual property or which are obtained from, or independently created by, another source or which are not protected by copyright laws, including, by way of illustration, ideas, concepts, historical or factual matters, or other public domain elements or aspects of the Material (whether or not Company obtains or has obtained such ideas and/or other public domain elements from other sources).

7. I have retained a copy of this Submission Release and of the Material, and I release Company, its parents, subsidiaries, affiliated entities, licensees and assigns, and each of their officers, directors, members, employees, representatives and agents (collectively, the "Company Parties"), from any liability, loss or damage which may arise as a result of Company's access to the Material. Further, I indemnify and hold the Company Parties harmless from and against any and all claims, expenses, losses, or liabilities (including but not limited to reasonable outside legal fees) that may be asserted against or incurred by the Company Parties at any time in connection with the Material, or any use thereof, including but not limited to those arising from any breach of any promise or warranty given by me herein. I acknowledge and agree that Company is not obligated to return the Material to me.

8. This Submission Release constitutes the entire understanding and agreement between Company and me, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Submission Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.

9. This Submission Release shall be governed by, and construed and enforced in accordance with the laws of the State of New Mexico applicable to contracts made and entirely performed therein. The parties hereto agree that the state or federal courts of the State of New Mexico shall have exclusive jurisdiction to enforce the terms of this Submission Release and hereby consent to jurisdiction and venue before such courts.

ACCEPTED AND AGREED TO VIA ONLINE FORM AT
WWW.CREATIVESANTAFE.ORG/HOUSING-STORIES