

## Roadmap Writers

<http://www.roadmapwriters.com> • [info@roadmapwriters.com](mailto:info@roadmapwriters.com)

By signing this release, I (hereinafter referred to as “Participant Writer”) acknowledge that I am signing up for one of the services offered by Roadmap Writers and am simultaneously submitting to Roadmap Writers my writing, idea, theme, plot, etc. (hereinafter referred to as “Material”) under the terms and conditions stated herein:

1. Participant Writer acknowledges that Roadmap Writers has adopted the policy of refusing to accept, consider or otherwise review the Material in the absence of Participant Writer’s acceptance of each and all provisions of this agreement (“Agreement”). Participant Writer also acknowledges that Roadmap Writers may refuse service to any Participant Writer at any time.
2. Participant Writer acknowledges that Participant Writer is submitting Material voluntarily; no fiduciary or confidential relationship now exists between Roadmap Writers and Participant Writer, and Participant Writer further acknowledges that no such relationship is established between Roadmap Writers and Participant Writer by reason of this Agreement or by reason of Participant Writer’s submission to Roadmap Writers of the Material.
3. Participant Writer further acknowledges that Participant Writer is submitting Material for training purposes only. Roadmap Writers is in no way a talent agency or a business in talent management. Roadmap Writers does not procure or attempt to procure employment for Participant Writer. Roadmap Writers does not manage or direct the development of a Participant Writer’s career. Roadmap Writers does not procure or attempt to procure the purchase of the Participant Writer’s Material. Roadmap Writers make no representation that Participant Writer will find representation by an agent or manager.
4. If the Material is submitted by more than one person, the word “I” shall be deemed changed to “we” and similarly “Participant Writer” shall be deemed changed to “Participant Writers” (and the corresponding verb changed to the first-person plural), and this Agreement will be binding jointly and severally upon all such persons. As used herein, “Roadmap Writers” shall be deemed to include Roadmap Writers, Roadmap Writers’ related entities, and Roadmap Writers’ employees, agents, contractors, licensees and assigns.
5. In consideration of Roadmap Writers’ receipt of the Material, Participant Writer hereby agrees to the terms of this Agreement. Participant Writer acknowledges that Roadmap Writers has no obligations to Participant Writer except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist. Participant Writer further acknowledges that Roadmap Writers has no intent to compensate Participant Writer in any way and Participant Writer has no expectation of receiving any compensation.
6. Participant Writer understands that to register for the services, workshop, pitch session, webinars, technical writing services, or other services provided by Roadmap Writers, Participant Writer must pay for those services at the time of executing this Agreement.

7. The term of this Agreement will expire immediately following the specific services, workshop, pitch session, webinar, technical writing services, or other specific service paid for and provided for by this Agreement. This Agreement between Participant Writer and Roadmap Writers shall have a term of not more than one year and shall not be renewed automatically.
8. Participant Writer represents and warrants that Participant Writer is the sole owner and author of the Material; that Participant Writer has full legal right to submit it to Roadmap Writers upon the terms and conditions stated herein; and that the consent of no other person or entity is required to fully exploit the Material. Participant Writer will indemnify Roadmap Writers from and against any and all claims, expenses, losses or liabilities (including attorneys' fees) that may be asserted against Roadmap Writers or incurred by Roadmap Writers, at any time, in connection with the Material or any use thereof, arising from any breach or alleged breach of these representations and warranties.
9. Participant Writer recognizes that Roadmap Writers is not responsible or liable for any harassing, defamatory, illegal or improper conduct or remarks by Executives or any other participants of Roadmap Writers.
10. Participant Writer also recognizes that Roadmap Writers may use a third-party web-based or cloud-based service and/or database to host, manage, transmit, send, and/or temporarily store Participant Writer's Material. Participant Writer authorizes such use of a third-party web-based or cloud-based service and/or database and releases Roadmap Writers from any and all liability surrounding the use of said third-party web-based or cloud-based service and/or database.
11. Participant Writer further recognizes that Roadmap Writers is not responsible or liable for any infringement of intellectual property rights by Executives or any other participants of Roadmap Writers.
12. Roadmap Writers is designed to assist writers in connecting with Executives. If an Executive requests Participant Writer's Material, he or she may have their own submission policies, which Roadmap Writers has no control over.
13. Participant Writer agrees that he or she must refrain from directly contacting Executives unless in direct response to their inquiry. Participant Writer acknowledges that he or she will refrain from directly contacting those with whom Participant Writer submits his or her material. Participant Writer understands that Roadmap Writers reserves the right to terminate its relationship with any Participant Writer who does not comply.
14. Participant Writer acknowledges that materials (or portions thereof) developed, created, acquired, licensed or otherwise obtained by Roadmap Writers, or third-party materials to which Roadmap Writers have had access, may be similar or identical to the Material (or portions thereof) in theme, idea, plot, format, and/or other respects. If the Material or any element of the Material is not new, unique, concrete or novel and/or is in the public domain and/or does not constitute literary property that can be protected and/or

is not original with Participant Writer, then Participant Writer agrees that Roadmap Writers shall have the right to use such elements without any obligation to Participant Writer whatsoever. Participant Writer hereby waives and agrees that Participant Writer will never make any claim or demand or bring any action against Roadmap Writers in connection with the use of the Material. In this connection, Participant Writer hereby releases and absolutely forever discharges Roadmap Writers of and from any and all claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which Participant Writer now has, or at any time Participant Writer heretofore ever had or which Participant Writer may have in the future, against Roadmap Writers which in any way arise out of or in connection with the Material.

15. Roadmap Writers makes no warranties and has limited liabilities. Roadmap Writers makes no promises or assurances to Participant Writers.
16. No obligation of any kind is assumed or may be implied against Roadmap Writers' participating Executives and/or companies, either as a result of this Agreement, and/or Participant Writers' submission of pitches and/or any other Material. It is understood that Roadmap Writers and its participating Executives and companies have access to and/or may create or have created literary materials and ideas which may be similar to Roadmap Writers' pitches and/or the projects they represent in theme, idea, plot, format or other respects. Participant Writers will not be entitled to any compensation or consideration because of the use of any such similar material that may have been independently created by a participating Executive and/or company or that may have come to a participating Executive and/or company from any independent source.
17. The Executives participating in Roadmap Writers have indicated their willingness to participate as participating Executives for Roadmap Writers. In the event that such Executives are delayed, cancel their participation with or without notice, or are unable to participate for any reason, Roadmap Writers, though not liable for such actions, will make every attempt to contact said Executive and substitute an Executive with a suitable and comparable replacement. If a suitable Executive cannot be located and agreed to by Roadmap Writers, Roadmap Writers will refund the value or comp the value of that specific pitch fee.
18. Participant Writer has retained at least one copy of the Material, Participant Writer acknowledges that Roadmap Writers does not intend to return to Participant Writer any copies of the Material submitted to Roadmap Writers hereunder, and Participant Writer hereby releases Roadmap Writers of and from any and all liability for loss of, or damage to, such copies.
19. 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.

20. This Agreement may not be changed, modified, terminated or discharged except in writing signed by all parties. 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.

21. Participant Writer hereby acknowledges that Participant Writer is familiar with Section 1542 of the Civil Code of the State of California, which reads as follows:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time Writer of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

Participant Writer hereby waives and relinquishes any and all rights and benefits which Participant Writer has or may have under Section 1542 of the Civil Code to the full extent that Participant Writer lawfully may waive and relinquish any and all such rights and benefits.

22. Roadmap Writers reserves the right to use a photograph of the Participant Writer and display information about the Participant Writer on its online services, online application, and mobile application. Participant Writer has the right to request the removal of Participant Writer’s content within 10 days. Upon Participant Writer’s request to remove information about and photographs of Participant Writer that are displayed on Roadmap Writer’s online service, online application, or mobile application, within 10 days of a request from the Participant Writer, said information about and photographs of the Participant Writer will be removed. Said request may be made to Roadmap Writers by email to [info@roadmapwriters.com](mailto:info@roadmapwriters.com)

23. This Agreement shall be governed by and construed in accordance with the substantive laws of California, without regard to conflicts of law principles. Participant Writer is responsible for complying with Participant Writer’s own local laws, which may vary with respect to certain activities or people, e.g., minors.

24. Each party hereby waives any and all rights and benefits which the party might otherwise have or be entitled to under the laws of California to litigation or any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions hereof, all such disputes, as the sole and exclusive means to resolve any such disputes. Any such dispute may be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the rules and regulations of the arbitrators chosen, provided that said arbitration shall be heard before a panel of arbitrators, pursuant to said rules and regulations. Said arbitrators shall be well acquainted with the entertainment business in the County of Los Angeles. The arbitrators’ decision shall be

controlled by the terms and conditions of this Agreement and shall be final and binding. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. The prevailing party shall be entitled to recover from the losing party, in addition to all other relief to which it may be entitled, its costs and expenses, including, without limitation, actual attorneys' fees and the costs of expert witnesses. In the event of any dispute concerning this Agreement, Participant Writer's sole remedy shall be to seek damages and in no event shall Participant Writer be entitled to seek punitive, injunctive or other equitable relief.

25. Participant Writer acknowledges that Roadmap Writers is in compliance with applicable bonding requirements. Roadmap Writers has a bond in the amount of fifty thousand dollars (\$50,000) through U.S. Specialty Insurance Company, bond number 100319292, posted with the Labor Commissioner.
26. Roadmap Writers may list or display information about a Participant Writer, including a photograph, on its Internet Web Site. Roadmap Writers will remove the listing and content within 10 days of a request by the Participant Writer or, in the case of a minor, the Participant Writer's parent or guardian. This request may be made to Roadmap Writers at [info@roadmapwriters.com](mailto:info@roadmapwriters.com)
27. Participant Writer hereby states that Participant Writer has read and understands this Agreement; that no verbal representation of any kind has been made to Participant Writer; that there are no prior or contemporaneous oral agreements in effect between Participant Writer and Roadmap Writers pertaining to said material; and that this Agreement states the parties entire understanding.
28. This contract is being executed through the Internet. Participant Writer acknowledges that Roadmap Writers has provided Participant Writer a copy of the contract by making it available to be downloaded and printed through the Internet. Roadmap Writers will also maintain a copy of this contract at its place of business.
29. Participant Writer understands that Participant Writer has the right to seek the advice of independent counsel concerning Participant Writer's rights, the provisions hereof, and the advisability of executing this document. Further, Participant Writer acknowledges that Participant Writer has been advised by Roadmap Writers, and Roadmap Writers has given Participant Writer the opportunity to seek the advice of independent counsel, and Participant Writer acknowledges that Participant Writer is executing this Agreement voluntarily after consultation with independent counsel or after intentionally deciding not to do so.
30. Submitting material to a Roadmap Writers program does not constitute a reassignment of any ownership rights. Participant Writer retains full ownership of their material.

## YOUR RIGHT TO CANCEL

(The Date of Submitting this Agreement is Considered the Date of Transaction)

You may cancel this contract and obtain a full refund, without any penalty or obligation, if notice of cancellation is given, in writing, within 72 hours of submitting this Agreement.

To cancel this contract, mail by electronic mail a signed and dated copy of the following cancellation notice or any other written notice of cancellation to Roadmap Writers at [info@roadmapwriters.com](mailto:info@roadmapwriters.com) NOT LATER THAN 72 hours after you submit this Agreement. After the 72-hour cancellation period has expired, a refund will not be permitted.

The Cancellation Notice is attached hereto.

**ROADMAP WRITERS IS A TALENT TRAINING SERVICE. THIS IS NOT A TALENT AGENCY CONTRACT. ONLY A TALENT AGENT LICENSED PURSUANT TO SECTION 1700.5 OF THE LABOR CODE MAY ENGAGE IN THE OCCUPATION OF PROCURING, OFFERING, PROMISING, OR ATTEMPTING TO PROCURE EMPLOYMENT OR ENGAGEMENTS FOR AN ARTIST. ROADMAP WRITERS IS PROHIBITED BY LAW FROM OFFERING OR ATTEMPTING TO OBTAIN AUDITIONS OR EMPLOYMENT FOR YOU. IT MAY ONLY PROVIDE YOU WITH TRAINING. FOR MORE INFORMATION, CONSULT CHAPTER 4.5 (COMMENCING WITH SECTION 1701) OF PART 6 OF DIVISION 2 OF THE LABOR CODE. A DISPUTE ARISING OUT OF THE PERFORMANCE OF THE CONTRACT BY THE TALENT SERVICE THAT IS NOT RESOLVED TO THE SATISFACTION OF THE ARTIST SHOULD BE REFERRED TO A LOCAL CONSUMER AFFAIRS DEPARTMENT OR LOCAL LAW ENFORCEMENT, AS APPROPRIATE.**

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Signature

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Print Name

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Address

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Telephone Number

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Email Address

## CANCELLATION NOTICE

Participation Writer hereby cancels this contract.

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Dated

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Signature

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Print Name

If you cancel within the 72-hour cancellation policy, all fees you have paid must be refunded to you within 10 business days after delivery of the cancellation notice to the talent service.