



PBS Utah Blanket Submission Release

Submitter

Company

Name: Contact

Name: Address:

Phone:

Email:

Program Title:

The following shall constitute a release (the "Release") by _____ ("Submitter") with regard to the submission of a Program or Program Proposal (the "Material(s)") for review by PBS Utah. Submitter understands and agrees to the terms of this Release by submitting any materials to PBS Utah for its review. Submitter further agrees to execute this Release as a condition of PBS Utah's review of any materials submitted. All references herein to PBS Utah shall include any related entities as well as PBS Utah's directors, officers, agents, employees, consultants, lessees, licensees, successors and assigns.

In consideration of PBS Utah's review of the Material, Submitter hereby agrees as follows:

1. Submitter understands and agrees that PBS Utah does not undertake to consider the Material in confidence. Submitter acknowledges that PBS Utah must disclose the Material to various employees, and possibly even to those outside PBS Utah's employ, to determine the Material's value. It is understood that PBS Utah is under no obligation of confidentiality to Submitter and no confidential relationship is entered into by reason of PBS Utah's consideration of the Materials or by reason of discussions at any time between PBS Utah and Submitter.
2. Any submission to PBS Utah is made with the understanding that PBS Utah shall give the Material such consideration as it merits in PBS Utah's sole and final judgment, and PBS Utah is under no obligation to Submitter whatsoever to use the Material. PBS Utah is under no obligation to release to Submitter either any details of PBS Utah's actions in connection with the Material or any information regarding PBS Utah's activities in the field to which the Material pertains.
3. Consideration of the Material is not an admission by PBS Utah of the novelty, propriety or originality of the Material. PBS Utah shall not be obligated to further consider a Submitter's Material or to negotiate with or enter into an agreement with Submitter pertaining to the Material.

4. Any parts of the Material that are solely owned and controlled by Submitter pursuant to 15 U.S.C. >A. 1051 et seq. and/or protected by copyright for the benefit of Submitter pursuant to 17 U.S.C.A. 101 et seq. (collectively, the "Statutes") shall be deemed protected materials for the purpose of this Release and PBS Utah claims no ownership in such materials by virtue of this Release.
5. Submitter hereby represents and warrants that:
 - a. Submitter is the sole creator and originator of the Material, that the Material is solely owned by Submitter and that no other person, firm or corporation has any right, title or interest therein or thereto.
 - b. Neither Material nor PBS Utah's review or use thereof shall violate any personal or property rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Material or PBS Utah's review or use thereof constitute defamation, libel or slander against any third party.
 - c. Submitter has the full right and authorization to submit the Material to PBS Utah upon all of the terms and conditions herein stated.
 - d. No persons other than those signing below or executing a separate but contemporaneous Release with respect to the Material have collaborated with Submitter in creating the Material, nor do any persons other than those signing below have any rights in such Materials inconsistent with Submitter's agreement hereunder.
 - e. Submitter has fully read and understands and agrees to this Release.
6. Submitter agrees to indemnify, defend and hold harmless, PBS Utah and its Related Entities from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by PBS Utah in connection with the Material submitted hereunder, any use of such material by PBS Utah or any breach of any representation, covenant or warranty made by Submitter hereunder.
7. The Material has not been previously disclosed to PBS Utah, and PBS Utah has not made any prior inducements, promises, or representations to Submitter regarding the Material. This Release constitutes the entire understanding of Submitter and PBS Utah as of the date hereof. No other agreement, written or oral, expressed or implied, exists between Submitter and PBS Utah with respect to the Material. Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter and PBS Utah. The invalidity of any provision hereof shall not affect the remaining provisions. The representations, warranties and indemnities herein shall survive the termination, execution, completion or expiration of this Release.

8. Submitter has retained a copy of the Material and agrees that PBS Utah shall not have any obligation to return the submitted copy of the Material to Submitter and that PBS Utah shall be under no obligation for any loss or damage to such copy.

AGREED & ACCEPTED:

SUBMITTER:

Print name: _____

Title: _____

Signature: _____

Date: _____