



TAPAS MEDIA SUBMISSIONS AGREEMENT

I, _____ am submitting to Tapas Media the following materials ("the Submission"):

(please include the title of your work, if applicable, as well as a brief description of the materials)
for consideration, in accordance with the following agreement:

1. I represent and warrant to Tapas Media, its successors, and assigns that I have the right and authority to submit the Submission, and that the Submission does not violate the privacy of any third party, nor does it infringe upon the copyright or violate the intellectual property or any other right of any other third party.
2. I understand that Tapas Media's review or consideration of the Submission and any negotiations between us regarding the Submission shall not be deemed an admission of the novelty or originality of the Submission by Tapas Media.
3. I understand that Tapas Media may retain a copy of the Submission for review purposes.
4. I understand that Tapas Media reserves all rights to develop and publish any concepts and ideas conceived independently and not derived from the Submission, both internally and with third parties, without any obligation to me, even if such concepts or ideas are similar or identical to any in the Submission. I acknowledge that any similarities or identical aspects that may arise between the Submission (or any portion thereof) and any content developed and/or published by Tapas Media are either because the Submission is not new, novel, or original, or because other persons (including employees as well as third parties) have submitted similar or identical ideas, suggestions, or concepts which Tapas Media has the right to use.
5. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA GOVERNING CONTRACTS TO BE WHOLLY PERFORMED IN CALIFORNIA. The parties shall file any court proceeding in connection with this Agreement in an appropriate Federal or State of Court located in Los Angeles County, California. Such party consent that Such party shall be deemed personally served in connection with any court proceeding filed by Publisher upon service by certified mail of the appropriate pleading or order to the address stated below; provided, however, that either party may also be served by any other means permitted by law. I agree that any claim against you, your employees, officers, directors, or shareholders based on the Submission must be brought within one year after the date of your first publication or other relevant use of the Submission.
6. In the event of any dispute that requires dispute resolution, the prevailing party shall be entitled to receive reimbursement from the nonprevailing party for all mediation,



arbitration, and other legal costs, expenses, and fees, in addition to any other recovery or award.

7. This agreement constitutes our entire understanding and my signature and/or the signature of any person who has collaborated with me in the creation or development of the Submission shall constitute agreement to the terms and conditions set forth herein. This agreement may be changed only through a written agreement signed by both you and me. This agreement also applies to any other Submission which I may submit to you unless it is agreed by us in writing to the contrary. The invalidity of any provision of this agreement shall not affect the remainder, which shall continue in full force and effect.

Signature: _____

Name: _____

Date: _____

Address: _____

Email: _____