**Submission Agreement – Phantasy Underground. Louisville, KY**

I am submitting to you the following materials ("the Material"): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (list title and description here)

in accordance with the following agreement:

I, the undersigned, understand and agree that any idea, story line, script, artwork, or other material (collectively the “Material”) I submit to Phantasy Underground, a division of Omnestream Entertainment Inc. shall be submitted to, received, considered and/or accepted by Phantasy Underground only on the following conditions:

1. I represent and warrant to you, your successors, and assigns that the Material is original with me and that no other persons other than those who have signed this agreement have collaborated with me in creating and developing the Material.

2. I understand and acknowledge that Phantasy Underground is in the entertainment business, that Phantasy Underground itself is continuously developing and creating its own ideas and materials, that content may be similar or identical to said material in theme, plot, format or other respects. and that Phantasy Underground may have received or may someday receive from others ideas or materials similar to the Material.   I agree that I will not be entitled to any compensation because of the use of any such similar or identical literary material.

3. I request that you examine said material with a view to whether said material may be appropriate for you to publish on Phantasy Underground and you hereby agree to so examine it. Phantasy Underground shall have no obligation to give reasons for rejecting Material submitted.

4. You may retain a copy of the Material and I release you from any liability for loss or damage thereto.

5. I hereby grant you the right to use the Material provided that you shall first conclude an agreement with me for such use or you shall determine that you have an independent legal right to use the Material or any portion thereof which is not derived from me either because the Material is not new, novel, or original or has not been reduced to concrete form or because other persons (which may include your employees and other persons presenting materials to you) have submitted similar or identical suggestions, features, and material which you have the right to use.

6. Any disputes must go through arbitration. This Submission Agreement shall be interpreted according to the laws and statutes of the United States of America and of the Commonwealth of Kentucky, except that its conflicts of law provisions shall apply. Any litigation relating to this Submission Agreement shall be pursued in Jefferson County Court in the Commonwealth of Kentucky.

7. 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.

8. This agreement constitutes our entire understanding and my signature and the signature of any person who has collaborated with me in the creation or development of the Material shall constitute agreement to the terms and conditions set forth herein. This agreement may be changed only by a written instrument signed by you and me. This agreement also applies to any other material 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.

9 I affirm that I am at least 18 years of age and possess the legal right and ability to enter into this Submission Agreement. I understand the scope and stipulations of this Submission Agreement and agree to it of my own volition. I agree to execute any additional documents needed to effectuate the terms of this submission agreement including, but not limited to, a long form contract incorporating the terms of this Submission Agreement.

10.I have read and agree to the Operational Policy and Submissions guidelines on phantasyundgreound.com in the event my submission is accepted to be released on Phantasy Underground.

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