

TAPAS MEDIA SUBMISSIONS POLICY

I, _____ am submitting to Tapas Media (“Tapas”) the following materials (" 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, its successors, and assigns that I am the sole author and owner of the Submission (or a member of a team of writers who is the sole author and owner of the Submission), and that I have the right and authority to submit the Submission without the consent of any other person or entity; 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'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. I understand that the only obligation undertaken by Tapas in consideration of my submission is to review the Submission, and consider me, based on the Submission, for the applicable Tapas publication or development. I understand that Tapas is not agreeing to compensate me for, nor refrain from, the use of any elements of the Submission which are not protected by copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Submission. I recognize that Tapas and any Tapas officer, director, colleague or employee has access to and/or may have already created, or cause to be created literary materials which may be similar or identical in theme, plot, format or other respects to the Submission. I also understand that Tapas receives many submissions of material from third party writers like myself. I understand that I will not be entitled to any compensation because of the use of any such similar or identical literary material which was independently created by Tapas or any such officer, director, colleague or employee or came to Tapas from any other independent source. No other obligation or duty on Tapas' part shall arise from or be implied by this submission.
3. I understand that Tapas may retain a copy of the Submission for review purposes.
4. I understand that this policy is binding upon me, but no assignment shall be binding upon either party (and any purported assignment will be null and void) without the written consent of Tapas. Tapas shall have a right to assign. The foregoing notwithstanding, the parties shall have the right to assign this policy, in whole or in part, to any of its member or parent companies, to any subsidiary or affiliated companies, or as part of a merger or in connection with the sale of all or substantially all of a party's business, assets or equity.
5. The internal substantive laws (as distinguished from the choice of law rules) of the state of

California and the United States of America applicable to contracts made and performed entirely in California shall govern the validity and interpretation of this Agreement, the performance by the parties of their respective obligations hereunder, and all other causes of action (whether sounding in contract or in tort) arising out of or relating to this Agreement. EACH OF THE PARTIES TO THIS AGREEMENT AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS ENFORCEMENT, ARBITRABILITY OR INTERPRETATION, SHALL BE SUBMITTED TO, AND DETERMINED BY, FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF JAMS (JUDICIAL ARBITRATION AND MEDIATION SERVICES). THE ARBITRATION SHALL BE HELD IN LOS ANGELES, CALIFORNIA. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES, OR IF THE PARTIES CANNOT AGREE, THE ARBITRATOR SHALL BE APPOINTED BY THE ARBITRATION SERVICE. THE FEES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE PARTIES

6. In the event of any breach of this policy, I understand that my remedy shall be limited to an action for damages, if any, and in no event shall I be entitled to terminate this policy or to seek to enjoin the publication or advertising of any work or project by Tapas Media.
7. Each party agrees that they will abide by any decision rendered in such arbitration and that any court having jurisdiction may enforce such a decision in accordance to the laws of the state of California and the United States of America
8. This policy 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. I hereby state that I have read and understand this policy, that no oral representations of any kind have been made to me, and that this agreement stated our entire understanding with reference to the subject matter hereof. This agreement may be changed only through a written agreement signed by both Tapas and me. This agreement also applies to any other Submission which I may submit to Tapas 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: _____