



NINE PBS Submission Release

The following shall constitute a release (“Release”) by _____ (“Submitter”) with regard to the submission of a _____, known as _____ (the “Material(s)”) to SAINT LOUIS REGIONAL PUBLIC MEDIA INC. dba NINE PBS’ (“NINE PBS”).

Submitter understands and agrees that the execution of this Release is a prerequisite to NINE PBS’ review or acceptance of any materials submitted. All references herein to NINE PBS shall include any related entries as well as NINE PBS’ directors, officers, attorneys, agents, employees, consultants, lessees, licensees, successors and assigns.

In consideration of NINE PBS’ review of the Material(s), Submitter hereby agrees as follows:

1. Submitter understands and agrees that NINE PBS does not undertake to consider the Material(s) in confidence. Submitter acknowledges that NINE PBS must disclose the Material(s) to various employees, and possibly even to others outside NINE PBS’ employ, to determine the Material(s)’ value to NINE PBS. It is understood that no confidential relationship is entered into by reason of NINE PBS’ consideration of the Material(s) or by reason of discussions at any time between NINE PBS and Submitter.
2. Any submission to NINE PBS is made with the understanding that NINE PBS shall give the Material(s) such consideration as NINE PBS merits in its sole and final judgment, and nothing herein shall constitute any obligation on the part of NINE PBS to make any use of all or any portion of the Material(s) at any time. NINE PBS is under no obligation to release or disclose to the Submitter any details of NINE PBS’ actions in connection with the Material(s) or any information regarding NINE PBS’ activities in the field regarding which the Material(s) pertain.
3. Consideration of the Material is not an admission by NINE PBS of the novelty, propriety or originality of the Material(s). NINE PBS shall not be obligated to consider Submitter’s Material(s) or to negotiate with or enter into an agreement with Submitter pertaining to the Material(s).
4. Submitter hereby represents and warrants that:
 - a. Submitter is the sole originator of the Material(s), that the Material(s) are solely owned by Submitter and that no other person, firm or corporation has any right, title, or interest therein or thereto.

- b. Neither the Material(s) nor NINE PBS' review or use thereof shall violate any personal 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(s) or NINE PBS' review or use thereof constitute defamation, libel, or slander against a third party.
 - c. No persons other than those signing below or executing a separate but contemporaneous release with respect to the Material(s) have collaborated with Submitter in creating the Material(s), nor do any persons other than those signing below have any rights in or to such Material(s) inconsistent with Submitter's agreement hereunder.
 - d. Submitter has the right to enter into this Release, and that it has not made nor in the future will make any contractual or other commitments that would conflict with this Release or the full enjoyment by NINE PBS of the license herein granted. Submitter further represents and warrants that no other person, business, corporation or labor organization is required to enable NINE PBS to use the Material(s), and that such use will not violate the rights of any third parties.
 - e. Submitter has fully read, understands and agrees to this Release.
5. Submitter will at all times indemnify and hold harmless NINE PBS and NINE PBS' sponsors and underwriters, together with their respective successors, licensees and assigns, from and against any and all claims, losses, obligations, damages, liabilities, judgments, costs and expenses, worldwide, including legal fees, that may be asserted against or incurred by NINE PBS in connection with or arising from (i) the Material(s) submitted hereunder; (ii) the use of any Material(s) furnished by Submitter hereunder, and (iii) any breach by Submitter of any other warranty, representation, undertaking or agreement herein contained.
6. The Material(s) have not been previously disclosed to NINE PBS, and NINE PBS has not made any prior inducements, promises or representations to Submitter regarding the Material(s). This Release constitutes the entire understanding of Submitter and NINE PBS as of the date hereof. No other agreement, written or oral, expressed or implied, exists between Submitter and NINE PBS with respect to the Material(s). Any modifications or waiver hereunder or termination hereof must be in writing and signed by both Submitter and NINE PBS. 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.
7. Submitter has retained a copy of the Material(s) and agrees that NINE PBS shall not have any obligation to return the submitted copy of the Material(s) to Submitter and that NINE PBS shall be under no obligation for any loss or damage to such copy.

Agreed & Accepted:

Submitter:

Print Name: _____

Title: _____

Signature: _____

Date: _____

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____