



## SUBMISSION RELEASE FORM

**This completed form is required before NHPTV will consider a project for broadcast.**

Submit this form, along with the **Program Proposal Form**, to:

Program Proposal Submissions  
New Hampshire Public Television  
268 Mast Road, Durham, NH 03824

This release is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

by: \_\_\_\_\_ (“Submitter”)

with regard to the submission of \_\_\_\_\_ titled,

\_\_\_\_\_ (the “Material”) for review by

New Hampshire Public Television (“NHPTV”). Submitter understands and agrees that the execution of this Release is a prerequisite to NHPTV’s review of any materials submitted.

**In consideration of NHPTV’s review of the Material, Submitter hereby agrees as follows:**

1. Any submission is made with the understanding that NHPTV shall give the Material such consideration as it merits in NHPTV’s sole and final judgement. NHPTV is under no obligation to Submitter to use the Material or to reveal to Submitter any details of NHPTV’s actions in connection with NHPTV’s review of the Material.
2. Consideration of the Material is not an admission by NHPTV of the novelty, propriety, or originality of the Material. NHPTV shall not be obligated to further consider Submitter’s Material or to negotiate with or enter into an agreement with Submitter pertaining to the Material. However, any use of the Material by NHPTV will be by separate agreement with Submitter.
3. 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.* shall be deemed protected materials for the purpose of this Release.
4. Submitter understands and agrees that NHPTV must disclose the Material to various employees, and possibly even to those outside NHPTV, to determine the Material’s

value. It is understood that no confidential relationship is entered into by reason of NHPTV's consideration of the Materials or by reason of discussions at any time between NHPTV and Submitter.

5. Submitter hereby represents and warrants that:
  - a. Submitter is the 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.
  - b. NHPTV's review of the Material shall not violate any personal or property rights of any third party including, but not limited to, rights of privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Material or NHPTV's review thereof constitute defamation, libel, or slander against any third party.
  - c. No persons other than those signing below or executing a separate but contemporaneous Release with respect to the Material have any rights in such Materials inconsistent with Submitter's agreement hereunder.
6. Submitter agrees to indemnify, defend, and hold harmless NHPTV from and against any claim, loss, obligation, liability or expense including reasonable attorney's fees that may be asserted against or incurred by NHPTV in connection with the Material submitted hereunder, or any breach of any representation, covenant, or warranty made by Submitter hereunder.
7. This Release constitutes the entire understanding of Submitter and NHPTV as of the date hereof. Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter and NHPTV. 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 NHPTV shall not have any obligation to return the submitted copy of the Material to Submitter and that NHPTV shall be under no obligation for any loss or damage to such copy.

**AGREED AND ACCEPTED:**

Print or Type Submitters' Name: \_\_\_\_\_

Title of Program: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_