

**Submission Agreement – Excavation Comics. – 327 Kedzie Street Apt 3, Evanston IL 60202**

I (creator, contributor, submitter) am submitting to you the following materials ("the Material"):

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(If applicable, list title and description here)

In accordance with the following agreement:

- 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) Your consideration of the Material and any negotiations between us regarding the Material shall not be deemed an admission of the novelty or originality of the Material.
- 3) You may retain a copy of the Material and I release you from any liability for loss or damage thereto.
- 4) 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.
- 5) This Agreement shall be construed solely under Illinois substantive law (except where the Supremacy Clause of the Constitution of the United States requires federal law to apply). The parties having chosen the substantive law to apply, no other choice of law (including Illinois's) applies. Any dispute shall be settled in the state of Illinois; if dispute resolution is required, it shall be conducted in Illinois. A party may enforce any settlement or arbitration in any other forum only in accord with applicable law. Any dispute between us which cannot be settled by the parties in a reasonable time shall be submitted to arbitration in Evanston, Illinois, in accordance with the rules and regulations of the American Arbitration Association. I agree that any claim against you, your employees, officers, directors, or shareholders based on the Material must be brought within one year after the date of your first publication or other relevant use of the Material.
- 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 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.

_____	Signature
_____	Name, please print clearly
_____	Street Address
_____	City, State, Zip Code
_____	Date
_____	Telephone Number

NOTE: In case of collaboration, each collaborator should sign and provide the above information.