

2010 HBO / DGA Television Directing Fellowship Program

Application Form *(please print or type)*

Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Phone: (Day) _____ (Evening) _____

How did you hear about the program? Name of organization, website, etc.: _____

Are you a member of the Directors Guild of America? Yes _____ No _____

Candidates must submit the following:

1. One (1) VHS videotape or DVD copy of work you have directed, demonstrating creative and technical ability. Please label tape or disk with title, running time, name, address and telephone number.
 - Title(s) _____
 - Synopsis of work submitted: _____

2. Resume and biography including directing experience, or work resume (with applicable experience or employment, e.g., television director, feature director, documentary director, stage director, assistant director, etc.).
3. Two letters of recommendation from professional directors endorsing your potential as a director (please indicate names).
 - Letters from: _____ & _____
4. A one-page written statement of your approach to directing, including but not limited to: rehearsal process, approach to actors, commitment to text, etc.
5. Notarized HBO / DGA Fellowship Program Letter Agreement.

Signature: _____

The submission period is January 11, 2010 through March 10, 2010. Materials must be mailed to the address listed below and *postmarked no later than* March 8, 2010. Applications postmarked prior to January 11 or later than March 10, 2010 will be returned unopened or unreviewed. Decisions will be made on a rolling basis by July 10, 2010. You will be notified if further action is required. We suggest you send a return receipt request. All items must be submitted together: no submissions will be accepted without all necessary papers, including the application form, resume, approach to directing and notarized Fellowship Program Letter Agreement. Materials will not be returned. Tapes and disks will be destroyed. Please do not submit materials bound in a notebook. Paperclips, brads or staples are preferred. The final pool of applicants may be asked to participate in one or more interviews. Finalists must agree to participate in a fellowship orientation program.

Send all materials to: HBO / DGA Directing Fellowship
Home Box Office
2500 Broadway, 4th Floor
Santa Monica, CA 90404
Inquiries: directing.fellowship@hbo.com

2010 HBO / DGA Fellowship Program Letter Agreement

Date: _____

Home Box Office
2500 Broadway
Santa Monica, CA 90404

Re: Submission of Material: 2010 HBO / DGA Fellowship Program
Title of Material Submitted: _____

Dear Sir or Madam:

I wish to submit to Home Box Office, Inc. ("HBO") and/or the Directors Guild of America ("DGA"), in support of my application to the 2010 HBO / DGA Fellowship Program, the material listed below, all the important features of which (including the title, theme, plot and characters) are summarized by me on the attached Exhibit "A." Such summary and all materials and documents that may be submitted to HBO and/or DGA with respect thereto, including all ideas and their expression as contained therein, are hereafter referred to as "the Project". In submitting the Project to HBO and/or DGA, I recognize that HBO engages in extensive activities in creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, titles, screenplays, formats, concepts for attractions, parks and other developments, and other materials, hereafter together referred to as "Materials." I also recognize that Materials which HBO may hereafter use may have originated with or may have been acquired from HBO's own employees or others either before or after the date of my submission, and may be similar to or may duplicate, parallel or resemble the Project. I appreciate and understand HBO's and DGA's concern that an examination of the Project without a full release of liability might expose HBO and/or DGA to a claim of plagiarism, idea theft, or claimed existence of an implied in fact contract or other claim or litigation. Therefore, as an inducement to HBO and/or DGA to examine, and in consideration of HBO's and/or DGA's examination of the Project, I hereby acknowledge and agree to the following terms and conditions:

1. My submission of the Project to HBO and/or DGA is voluntary, not solicited by HBO and/or DGA, and not in confidence. There are no materials being submitted to HBO and/or DGA other than those described in the summary of the Project attached hereto as Exhibit "A" (and in the application) and incorporated herein by this reference.
2. I represent and warrant that the Project contains my own directing work.
3. I understand and agree that HBO's use of material containing features and elements similar or identical with those contained in the Project shall not entitle me to any compensation if such features and elements were not new or novel, were in the public domain, were not originated by me, or were independently conceived or if other persons (including HBO's employees) have submitted or hereafter submit material containing similar or identical features and elements.
4. There is no agreement between HBO and/or DGA and myself, express or implied, relating to HBO's use or failure to use the Project.
5. I will not assert against HBO, its parent and/or subsidiary companies, and any of their affiliates, parents, subsidiaries, licensees, assigns, officers, agents or employees (collectively, HBO "Related Parties") any claim or action based on plagiarism, idea theft, infringement, confidential relationship, implied contract, unfair competition or any other theory arising out of HBO's examination of the Project or any alleged use by HBO of the Project. I will not assert against DGA, DGA members who participate in the program or the selection committee and any of DGA's licensees, assigns, officers, agents or employees (collectively, DGA "Related Parties") any claim or action based on plagiarism, idea theft, infringement, confidential relationship, implied contract, unfair competition or any other theory arising out of DGA's examination of the Project.
6. If, notwithstanding my release contained above, I should bring any action against HBO and/or DGA and/or their respective Related Parties for wrongful appropriation of the Project or any part thereof, such action shall be limited to an action at law for damages and in no event shall I be entitled to, nor shall I demand, an injunction or any other equitable relief. I agree that, as a condition precedent to any such action, I will give HBO and/or DGA and

DGA Related Parties, as applicable, written notice, by certified or registered mail, of my claim, stating the particulars in complete detail, within the time prescribed by the applicable statute of limitations, but in no event later than 90 days after the date of first publication by HBO, regardless of whether or not I have knowledge of any such claim. I specifically agree and understand that damages are difficult if not impossible to quantify and that regardless of the claim or cause of action I will suffer no damages in excess of Five Hundred Dollars (\$500) and such damages shall be payable only in the event a court of competent jurisdiction shall find that HBO and/or DGA and/or their respective Related Parties have wrongfully appropriated the Project from me and that the Project is original with me. Finally, should I be unsuccessful in any action, I agree to pay HBO and/or DGA and/or their respective Related Parties all of their costs and expenses entailed in defending or contesting such action.

7. I understand and agree that any copy of the Project that I submit to HBO and/or DGA will not be returned to me and may ultimately be destroyed and/or recycled. I assume full responsibility for any loss, theft, destruction or any other disposition of any such copy while it is in HBO's and/or DGA's possession or in transit.

8. This agreement constitutes the entire understanding among the parties hereto. Any modification or waiver must be in writing, signed by all parties hereto. The invalidity of any provision of this agreement shall not affect the remaining provisions.

Very truly yours,

Signature

Name (Printed or Typed)

Street Address

City, State and Zip Code

:ss:

State of _____

County of _____

On _____ before me, _____, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(seal)

EXHIBIT "A"

TITLE OF MATERIAL SUBMITTED:

SUMMARY OF THEME AND PLOT OF MATERIAL SUBMITTED:

PRINCIPAL CHARACTERS:

OTHER IDENTIFYING CHARACTERISTICS:
