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POLICIES AND AGREEMENT

Submission: Review and sign this document and email your script (Word or PDF) and all pages of this document to the appropriate address above. If you are a graduate student and would like to receive the student discount, also provide a copy of your most recent class schedule and ID. Please keep a copy of this form for your records.

Services: By choosing this service you are agreeing to forgo any consultations prior to submitting your script and are requesting written analysis services only. After I receive this signed document, your Client Profile, your script, your student verification (if applicable), and full payment, I will send you an email confirmation and begin analysis of your script. From that point, turnaround time is expected to be 2 weeks, but may be as long as 3 weeks. I will email the analysis in PDF to the email address you provide on the Client Profile. You will receive a written analysis that includes my evaluation and any suggestions for the overall script, premise, structure, characterization, dialogue, conflict, pacing, and logic. Total pages of the written analysis will vary, but will generally include 2-3 single-spaced typed pages.

Payment: The charge for script analysis is payable in full: \$500 for professionals, \$400 for students who have provided verification, and \$495 for ISA CONNECT members paying through the ISA website. For non-ISA payments, fees are payable by check, debit, or credit card (Visa, MasterCard, American Express, or Discover). Please make checks out to Dr. Shonda Lackey and send to **1651 Third Avenue, New York, NY 10128**. There is a \$100 fee for returned checks. You can pay online by visiting my website: www.drshondalackey.wordpress.com and clicking on the Make a Payment tab under the Consulting & The Arts tab. You can also pay online by requesting that I email you an online invoice. No refunds will be issued once I have confirmed that I have started to work on your script analysis.

Declarations:

- Client declares that he/she is at least 18 years of age and is the author of the script, and if not the author, has all necessary legal and equitable rights to the script.
- Client has retained at least one copy of the script, as Dr. Shonda Lackey will not be responsible for any loss or destruction of the materials submitted. Client understands his/her responsibility to protect the script and has registered it with the Writers Guild, Copyright Office, and/or other worldwide script protection organizations.
- Client declares that the script submitted is original and does not contain defamatory or unlawful matter and will in no way infringe upon the copyright or violate the proprietary rights of any person whomsoever. The Client agrees to hold Dr. Shonda Lackey harmless from any suit, demand, or claim made by reason of any defamatory right, and the Client further agrees to pay any judgment or reasonable settlement offer resulting from any such suit, demand, or claim, and to pay any reasonable attorneys' fees incurred by Dr. Shonda Lackey.
- Except as otherwise provided in this Agreement, Client hereby releases Dr. Shonda Lackey from any and all claims, demands and liabilities that may arise in relation to the script, or by reason of any claim now or hereafter made by Client that Dr. Shonda Lackey has used or appropriated the script.
- Dr. Shonda Lackey will in no way be responsible or liable to client for indirect, special, punitive, incidental or consequential damages or lost profits or revenues of client, even if Dr. Shonda Lackey has been advised of the possibility of such damage.

- This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them respecting the subject matter contained herein. This Agreement may be amended or modified only by written agreement signed by duly authorized representatives of all parties.
- This Agreement shall be construed and enforceable according to the laws of New York State for all purposes. Any action concerning this Agreement shall be brought in New York, NY and the parties consent to service of process in New York.

Sign this agreement **digitally, or by scanning or mailing a signed printed copy.** Print out another copy if necessary as a separate agreement must be signed, in the same manner, by any co-author(s) and co-owner(s) of submitted scripts. Please send all pages (including those not signed) to Dr. Shonda Lackey at the appropriate address above.

I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS:

Client: _____

Client Signature: _____

Date: _____