

Umbrella License® Application

Please contact us at (800) 462-8855 to discuss your licensing needs. A licensing representative will lead you through the necessary steps to ensure copyright compliance and discuss the appropriate license fee. Please fill out the application below and return it by mail or fax to the MPLC.

Name of Organization ("LICENSEE")

Contact Name Position

Facility Address

City, State, Zip

Billing Address (if different than above)

City, State, Zip

Telephone Fax

E-mail Address

License Fee Start Date

I herewith request an MPLC Umbrella License, subject to the Terms and Conditions provided herein.

Signature

Title

- Payment Enclosed (payable to MPLC)
 Send Invoice (payment due in 30 days)
 Bill Credit Card:
 American Express Visa MasterCard Discover

Card Number Expiration Date

Cardholder Name

Cardholder Signature

Send To:

Motion Picture Licensing Corporation
5455 Centinela Avenue Los Angeles, CA 90066-6970
Phone (800) 462-8855 • Fax (310) 822-4440
Email: info@mplc.org Web: www.mplc.org

Terms and Conditions

- The Motion Picture Licensing Corporation ("MPLC") grants LICENSEE a non-exclusive license ("License") to publicly perform copyrighted motion pictures and other licensed programs from any legally obtained source intended for personal, private, home use only - such as home videocassettes and DVDs, in its facility(ies), under the Terms and Conditions specified herein.
- The MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101(1) and §106, to grant this License.
- "Term" shall mean the period beginning on the "Start Date" as defined on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless canceled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the term is referred to herein as a "contract year." If LICENSEE does not timely notify the MPLC of intent to terminate, this Agreement will remain in effect for the entire contract year, and LICENSEE will be responsible for the entire annual fee due to the MPLC hereunder. No refunds or credits will be made by the MPLC in the event of early termination by LICENSEE.
- The public performances authorized by this Agreement shall take place in the facility(ies) identified in the Application. The audience will be limited to LICENSEE's facility(ies) and the sole purpose of such performances is to entertain and/or educate authorized viewers and the audience will be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience.
- The agreed license fee for the first contract year of this Agreement is specified on the Application, which amount is payable to the MPLC. Subsequent contract years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to this Agreement. On an annual basis, or upon request by the MPLC, LICENSEE shall furnish the MPLC with the information the MPLC may require to determine the license fee for subsequent contract years. The license fee for each subsequent contract year shall be due and payable no later than each anniversary date during the term of this Agreement. Late payments for subsequent contract years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.
- The specific titles which may be publicly performed by LICENSEE under this Agreement are motion pictures produced and/or distributed by MPLC affiliated motion picture companies only. The MPLC represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, the MPLC may send LICENSEE at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon LICENSEE when received.
- LICENSEE may publicly perform the specific titles covered by this Agreement by means of lawfully manufactured pre-recorded Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining Videos is that of LICENSEE, and that the costs of acquiring such Videos are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.
- LICENSEE may not duplicate, edit or otherwise modify the Videos obtained for public performance purposes under this Agreement.
- Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by this Agreement are solely LICENSEE's responsibility and are not the responsibility of the MPLC. To the best of the MPLC's knowledge, no such separate fees are presently in effect.
- This Agreement may not be assigned by LICENSEE, without the prior written consent of the MPLC, except that LICENSEE shall have the right to assign this Agreement in connection with a merger, consolidation or sale of its assets and business provided that LICENSEE guarantees payment of license fees if the assignee does not pay in a timely manner for fees owed. This Agreement may be assigned by the MPLC.
- In the event that a determination is made by a taxing authority or court of any state in which LICENSEE conducts business that the activity licensed herein renders the MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of the MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify the MPLC within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
- Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified as listed on the Application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
- The MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Agreement on account of any breach by LICENSEE of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by the MPLC or by LICENSEE of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
- In the event the MPLC engages an attorney to enforce its rights under this Agreement by virtue of the breach on the part of LICENSEE, of any term of this Agreement, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by the MPLC.
- In the event that the MPLC incurs any costs or fees in connection with the collection of any amounts past due to the MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to the MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
- LICENSEE acknowledges by submission of the Application or payment of the license fee, that the information provided by LICENSEE is true, correct and complete in all respects. This Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its Terms and Conditions which may be updated by the MPLC.
- Any and all rights not granted to LICENSEE in this Agreement are expressly reserved to the MPLC and/or its motion picture licensors.
- To the extent that, prior to the commencement date of this Agreement, LICENSEE may have infringed upon rights held by the MPLC, the MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements. The MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
- This Agreement contains the full and complete agreement between the MPLC and LICENSEE and shall be construed in accordance with the laws of the United States and the State of California.

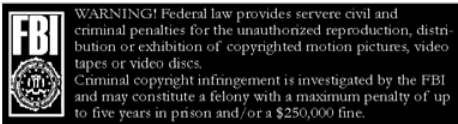
MPLC®
Motion Picture Licensing Corporation

**The Umbrella
License**®

**The Copyright Compliance
Solution for the Legal Use
of Motion Pictures**

Why do We Need a License?

- ▶ Pre-recorded home videocassettes or DVDs (hereinafter referred to as "Videos"), those commonly available in retail stores, are intended for personal, private, home use only. Viewings outside of the home, such as in a public library or a child care facility, require a license.
- ▶ Title 17 of the U.S. Copyright Act gives copyright owners control over the use of their works. Civil penalties for unauthorized exhibitions start at \$750 for each inadvertent infringement and go as high as \$150,000 for each egregious violation.



Legal Peace of Mind Is Within Reach

- ▶ The Motion Picture Licensing Corporation (MPLC) is an independent copyright licensing service exclusively authorized by motion picture studios to grant the MPLC Umbrella License. The license allows for unlimited showings of all MPLC-authorized motion picture titles within licensed facilities. The Umbrella License provides the most diverse programming available from over 365 producers, ranging from independent and major Hollywood studios, to family values and foreign producers.

The Simple Solution

- ▶ The MPLC Umbrella License is an affordable way for your facility to receive copyright permission for Video showings, while protecting yourself from being fined for the illegal use of Videos.
- ▶ Over 250,000 locations in the U.S. and over 450,000 locations worldwide, from the smallest camps and libraries to the largest multi-national corporations and federal government agencies, have the MPLC Umbrella License.
- ▶ The MPLC licensing procedure is easy; call toll-free for a license fee quote. The Umbrella License generally runs for one year, and there is a low annual fee based on the specific needs of your organization. Licenses can be granted over the phone or upon receipt of a completed application. Once your Certificate of License is issued, you can begin showing Videos from MPLC's wide range of producers immediately!



Please contact us for quick and easy copyright compliance:

Motion Picture Licensing Corporation

Tel: (800) 462-8855
Fax: (310) 822-4440
Email: info@mplc.org
Web: www.mplc.org

Questions & Answers

- Q. We own the Video, do we still need a license to view or show it in public?**
- A. Yes. The location requires a license regardless of who owns the Video. While you may own the actual Video, you are only granted the right to view it in your home, not to perform it in public.
- Q. We are non-profit and do not charge admission. Do we still need a license?**
- A. Yes. The U.S. Copyright Act applies equally to non-profit and for profit organizations, regardless of whether an admission fee is charged. In fact, the Umbrella License does not cover showings where an admission fee is charged.
- Q. We are a child care center; do we qualify for a "face-to-face" teaching exemption?**
- A. No. The educational exemption is narrowly defined and applies to full-time, non-profit academic institutions only.
- Q. We are not open to the general public. Do we still need a license?**
- A. Yes. Any location outside of the home is considered public for copyright purposes.
- Q. We rent our facility to other groups. Can we be liable for copyright infringement?**
- A. The exhibitor is considered the "primary infringer," but the owner may be held vicariously liable or considered to be a "contributory infringer."

The MPLC Umbrella License®
Copyright Compliance for the Legal Use of Motion Pictures