

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

Contact Name & Title

Facility Address

City, State, Zip

Billing Address (if different than above)

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 **Date**

- Payment enclosed (payable to MPLC)**
 Send invoice (payment due in 30 days)
 Bill credit card:
 American Express **Visa** **MasterCard** **Discover**

Card Number **Expiration Date**

Print 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
E-mail: info@mplc.com • Website: www.mplc.com

Terms and Conditions

1. The Motion Picture Licensing Corporation ("MPLC") grants LICENSEE a non-exclusive Umbrella 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.
2. 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.
3. "Term" shall mean the period beginning on the "Start Date" as defined on the Application and continuing 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. If LICENSEE does not notify MPLC of intent to terminate, this Agreement will remain in effect for the entire contract year.
4. The public performances authorized by this License shall take place in the facility(ies) specified in the Application and the sole purpose of such public performance is to exhibit motion pictures to the employees, patrons and guests of LICENSEE 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.
5. The agreed license fee for the first contract year of this License is the amount quoted by MPLC and is payable to MPLC. The license fee is based upon facts provided by LICENSEE to MPLC. Subsequent contract years may include adjustments based on various factors, including, but not limited to adjustments which: (i) equal to the previous year's Consumer Price Index (CPI), or (ii) reflect an increase in the number of attendees at performances conducted pursuant to this License. On an annual basis, or upon request by MPLC, LICENSEE shall furnish MPLC with the information 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 License. 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.
6. The specific titles which may be publicly performed by LICENSEE under this License are motion pictures produced and/or distributed by MPLC-affiliated motion picture companies only. 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 License, MPLC may send LICENSEE at any time during the term of this License binding notices that certain titles cannot be or may no longer be publicly performed under this License. Such notices shall be binding and effective upon LICENSEE when received. It is LICENSEE's responsibility to remain up-to-date regarding MPLC's current list of Producers and Distributors, such list to be made available to LICENSEE upon request.
7. LICENSEE may publicly perform the specific titles covered by this License by means of lawfully manufactured pre-recorded home videocassettes and DVDs of those titles, acquired by LICENSEE from any legitimate source.
8. LICENSEE may not duplicate, edit or otherwise modify the home videocassettes and DVDs obtained for public performance purposes under this License.
9. 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 License are solely LICENSEE's responsibility and are not the responsibility of MPLC.
10. This License may not be assigned by LICENSEE, but may be assigned by MPLC.
11. 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 at the address or facsimile number listed on the Application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
12. MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this License 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.
13. In the event MPLC engages an attorney to enforce its rights under this License by virtue of the breach on the part of LICENSEE, of any term of this License, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by MPLC.
14. In the event that MPLC incurs any costs or fees in connection with the collection of any amounts past due to MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
15. LICENSEE acknowledges by the signature appearing on the Application, or by payment of the license fee, that the information provided by LICENSEE is true, correct and complete in all respects. This License has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its terms and conditions.
16. Any and all rights not granted to LICENSEE in this License are expressly reserved to MPLC and/or its motion picture licensors.
17. Each party hereto hereby agrees that all actions or proceedings arising directly or indirectly from this Agreement shall be submitted to binding arbitration in Los Angeles, California.

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MPLC[®]

Motion Picture Licensing Corporation

The Copyright Compliance Solution

Using DVDs
or Home Videocassettes
Requires a License

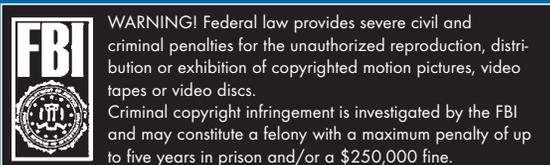


Obtain the MPLC
Umbrella License[®]
for Protection
Against Copyright
Infringement

One Simple Step to Protect Your Facility from Copyright Infringement

Why do We Need a License?

Prerecorded home videocassettes and videodiscs, i.e. DVDs (hereinafter referred to as "Videos"), those commonly available in retail or rental stores, are intended for personal, private, home use only. Viewing Videos outside of the home, such as in a public library or child care facility, requires a license. This is the law even for non-profit groups, if admission is not being charged or if the Video has been purchased. Civil penalties for unauthorized exhibitions start at \$750 for each inadvertent infringement and go as high as \$150,000 for each egregious violation of the U.S. Copyright Act.



Legal Peace of Mind Is Within Reach

The MPLC licensing procedure is easy: Call toll-free for a license fee quote. The MPLC will provide a quote for an Umbrella License based on the specific needs of your organization (i.e., the variety of uses and number of locations). Once the MPLC receives your signed application or payment, your Certificate of License will be issued and you can begin using authorized programs immediately.

The license period generally runs one year and there is a low annual fee. The license fees received are distributed as royalties to the producers by the MPLC. There is no need for reporting or recordkeeping on your part.

The MPLC® and the Umbrella License®

The Motion Picture Licensing Corporation (MPLC) is an independent copyright licensing service exclusively authorized by major Hollywood motion picture studios and independent producers to grant the MPLC Umbrella License. The Umbrella License provides an organization with copyright infringement liability protection and is granted to businesses, organizations, non-profit groups and government agencies for the public performance of motion pictures contained within pre-recorded Videos.

The Umbrella License allows for the unlimited use of all MPLC-authorized motion picture titles within licensed facilities. The MPLC license provides the most diverse programming available including Hollywood's finest studios, speciality children's producers, foreign language films and family values producers. As a result, your organization is free to utilize visual media to enhance a wide range of programs.

Over 140,000 locations, from the smallest churches and libraries to the largest multi-national corporations and federal government agencies, have the MPLC Umbrella License, as well as the confidence that they are in full compliance with federal copyright law.



Call now for quick and easy copyright compliance.

(800) 462-8855



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.
- A. 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 nonprofit 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 Sunday school or 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. Yes. The facility owner can be held vicariously liable or as a "contributory infringer."