

If "Yes", Sublimit desired: \$ _____

(b) Loss of Advertising or Promotional expenses, due to an Injunction: Yes No

12. Synopsis of Production: _____

13. Names of Authors and Writers:

(a) Of Underlying Works: _____

(b) Of Screenplays, etc.: _____

14. Production is:

Motion Picture for Initial Theatrical Release	Running Time: _____
Motion Picture for Initial Television Release	Program Time: _____
T.V. Pilot T.V. Special Radio Program	Program Time: _____
T.V. Series Number of Episodes: _____	Program Time: _____ (Each Episode)
Radio Series Number Each Week: _____ Number of Weeks: _____	Program Time: _____ (Each Episode)
Videocassette	
Theatrical Stage Presentation	
Other (e.g. Cable, Pay-TV, Subscription, etc.) Describe: _____	

15. Name & Address of Applicant's Attorney: Individual: _____
Firm: _____ Phone: _____

16. Has Applicant's Attorney read the Clearance Procedures attached to this Application? Yes No
If "No", Explain: _____

17. Has Applicant's Attorney approved as adequate the Clearance Procedures used by the Applicant in connection with the Production? Yes No If "No", Explain: _____

18. Is the name or likeness of any living person used or is any living person portrayed (with or without use of name or likeness) in the Production? Yes No
If so, have clearances been obtained in all cases? Yes No

Is the name or likeness of any deceased person used or is any deceased person portrayed (with or without name or likeness) in the Production? Yes No

If so, have clearances been obtained in all cases from Personal Representatives, Heirs or other Owners of such rights? Yes No

19. Is there a possible risk that a living person could claim (without regard to the merits) to be identifiable in the Production, whether or not the person's name or likeness is used or the Production purports to be fictional?

Yes No

If so, has a release been obtained from such person? Yes No

20. Are actual events portrayed in the Production? Yes No

21. Has Applicant or any of its agents bargained for (a) any rights in Literary, Musical or other material; or (b) releases from any persons in connection with any Production, and been unable to obtain or refused an agreement or release? Yes No If "Yes", Please Explain: _____

22. Is the Production: Entirely Fictional True Portrayal of Events or Happenings

Entirely Fictional but inspired by specific Events or Happenings

Portrayal of actual Events or Happenings, but which includes significant fictionalization

Based on another Work If so, Please Specify: _____

Other: _____

23. Is the Production: Quiz or Panel Interview or Forum Variety Musical

Dramatic Children's Show Documentary Mini-Series Docudrama

Other: _____

24. a. Does the Production use any literary, musical, or other material whatsoever that was copyrighted before January 1, 1978? Yes No

b. If Yes, list separately the title of the material and the date of initial and renewal copyright for each such copyrighted matter:

<u>TITLE OF MATERIAL USED</u>	DATE OF COPYRIGHT (Mo./Day/Yr.)	DATE OF RENEWAL (Mo./Day/Yr.)
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Does the license or assignment for all such material grant renewal rights? Yes No

d. Was the copyright for such material renewed during the lifetime of the author? Yes No

25. Has a Copyright Report been obtained? Yes No

If "Yes", is there an ambiguity or gap in the line of Ownership? Yes No

If "Yes", Explain: _____

26. Will any Film Clips be used in this Production? Yes No

If "Yes", have all Licenses and Consents for the Film Clips been obtained as follows?:

From Copyright Owners?	Yes	No	Have Musical Rights been obtained?	Yes	No
From Music Owners?	Yes	No	Recording & Synchronization Rights?	Yes	No
From Writers and/or Others?	Yes	No	Performing Rights?	Yes	No
From Performers or Persons appearing in the Film?				Yes	No

If "No" to any of the foregoing, Explain: _____

27. Have Musical Rights been cleared? Yes No
- (a) Recording and Synchronization Rights? Yes No
- (b) Performing Rights? Yes No

28. If Original Music was commissioned, has a Hold Harmless been obtained from the Composer?

Yes No If "No", Explain: _____

29. Will a Soundtrack Album or Tape be produced? Yes No

30. Will the Production be distributed to the public on Videotapes, Videocassettes, Videodiscs or other technology? Yes No

If "Yes", has Applicant acquired necessary Music and other Licenses and Consents therefore?

Yes No

31. Has Applicant had prior Copyright, Libel, etc. (Producers' Liability) Insurance on the Production to be insured? Yes No **(If "Yes", Attach a Copy of prior Policy.)**

32. Has Applicant or any Officer(s), Director(s) or Partner(s) ever been refused similar Insurance for this Production or any other Production? Yes No

If "Yes", Explain:

33. Applicant represents and warrants that neither it, nor any of its Officers, Directors or Partners, or their Counsel, have any knowledge, actual or constructive:

- (a) of any claims or legal proceedings made or commenced against the Applicant, or any Officers, Directors, Partners, or subsidiary or affiliated corporations within the last five (5) years for invasion of privacy, infringement of copyright (statutory or common law), defamation, unauthorized use of titles, formats, ideas, characters, plots or other program material embodied in any Production, or breach of implied contract arising out of alleged submission of any literary or musical material.

If no exceptions, Please Initial

Except as Follows (attach separate sheet if necessary): _____

- (b) of any threatened claims or legal proceedings against the Applicant or any Officers, Directors, Partners or subsidiaries against any other person, firm or corporation arising out of or based upon any Production including title thereof, or any material upon which any Production is or will be based, that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, Please Initial

Except as Follows: _____

- (c) of any facts, circumstances or prior negotiations by reason of which they, or any of them, believe that a claim might reasonably be asserted or legal proceedings instituted against the Applicant that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, Please Initial

Except as Follows: _____

34. Attach separate schedule of all known, suspected or reported claims.

35. Applicant agrees to obtain from third parties from whom it obtains matter, material or services for the Production written warranties, representations and indemnities against claims arising out of the use of such matter, material or services, including advertising agencies, advertisers, independent contractors and others providing copy, music, photographs, artwork and other material to be used in the Insured Productions.

Please Initial

36. Applicant agrees that it will use due diligence to determine whether any matter or materials to be used in the Production are protected by law and, where necessary, to obtain from parties owning rights therein the right to use the same in connection with the Production.

Please Initial

37. COVERAGE, CONFLICTS, ETC.

Applicant understands that there will be special provisions in the Policy (General Condition F.) covering the respective obligations of the Company and Applicant to provide DEFENSE and INDEMNITY where coverage issues or conflicts of interest are or may be present.

Applicant acknowledges that claims and lawsuits may be brought which may combine covered and uncovered claims or forms of relief and that conflicts of interest may arise as between one Insured and another Insured under the Policy, with respect to the Company or otherwise. In all such circumstances, Applicant recognizes that, under the Policy, the Company's obligation is only to provide one (1) counsel for defense of all claims and if any further counsel are desired by Applicant, they may be retained by Applicant, but the costs and expenses of such counsel shall be shared fifty percent (50%) by the Company and fifty percent (50%) by Applicant, fees shall be limited to amounts generally paid by the Company and representation shall be subject to further terms and conditions contained in the Policy. Applicant understands that the premiums set forth herein, the deductible, and the balance of the terms of the Policy have been specifically set and determined with the foregoing provisions in mind and acknowledges that it has agreed to such method of payment for any additional counsel desired to be retained by Applicant.

Please Initial

38. **THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING SPECIFIC UNDERSTANDING:**

- (a) Applicant warrants and represents that the above answers and statements are in all respects true and material to the issuance of an Insurance Policy and that Applicant has not omitted, suppressed or misstated any facts.
- (b) If any claims, threatened claims, or other matters which might affect issuance of a Policy come to the attention of Applicant after execution or filing of this Application with the Insurer but before a Policy issues, Applicant must notify the Insurer immediately.
- (c) All exclusions in the Policy apply regardless of any answers or statements in this Application.
- (d) Deductible Provision - Please note that the Policy stipulates that any deductible or retention shall apply to investigation expenses and defense costs as well as indemnity.
- (e) Applicant understands that the limit of liability, deductible, term of coverage and other terms and conditions in any Policy issued in response hereto may be different than those requested herein and Applicant agrees to such differences.

39. This Application shall be attached to and become a part of any Policy, should a policy be issued as a result of this Application. The Application shall be deemed a schedule to such Policy, but the signing of this Application does not bind the Applicant or the Company unless and until a Policy of Insurance is issued in response to this Application.

Arizona, Arkansas, California, District of Columbia, Florida, Kentucky, Louisiana, Maine, New Jersey, New Mexico, New York, Pennsylvania, and Virginia Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects the person to criminal and (NY: substantial) civil penalties. In the District of Columbia, Louisiana, Maine and Virginia, insurance benefits may also be denied.

Colorado Fraud Warning: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Hawaii Fraud Warning: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime of punishable by fines or imprisonment, or both.

Ohio Fraud Warning: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Tennessee Fraud Warning: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. If this is a Workers' Compensation policy, the following applies: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

Date Signed: _____

Applicant's Signature: _____
(Authorized Representative)

By: _____

Title: _____

Account Executive: _____

Agent/Broker: _____

Address: _____

Phone: _____ Telex: _____ Telefax: _____

NOTE: Please be sure to Attach 5 years Loss Experience in Detail of the Applicant or of any Officer, Director or Partner for any production in which they were included.

(SEE ATTACHED FOR CLEARANCE PROCEDURES)

CLEARANCE PROCEDURES

The Clearance Procedures below should not be construed as exhaustive and they do not cover all situations which may arise in any particular circumstance or any particular production.

1. Applicant and its counsel should continually monitor the production at all states, from inception through final cut, with a view to eliminating material which could give rise to a claim.
2. The script should be read prior to commencement of production to eliminate matter which is defamatory, invades privacy or is otherwise potentially actionable.
3. Unless work is an unpublished original not based on any other work, a copyright report must be obtained. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired, a similar review should be made on copyright and renewals on any copyrighted underlying property.
4. If the script is an unpublished original, the origins of the work should be ascertained - basic idea, sequence of events and characters. It should be ascertained if submissions of any similar properties have been received by the applicant and, if so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
5. Prior to final title selection, a Title Report should be obtained.
6. Whether production is fictional (and location is identifiable) or factual, it should be made certain that no names, faces or likenesses of any recognizable living persons are used unless written releases have been obtained. Release is unnecessary if person is part of a crowd scene or shown in a fleeting background. Telephone books or other sources should be checked when necessary. Releases can only be dispensed with if the applicant provides the Company with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the Company. The term "living persons" includes thinly disguised versions of living persons or living persons who are readily identifiable because of identity of other characters or because of the factual, historical or geographic setting.
7. All releases must give the applicant the right to edit, modify, add to and/or delete material, juxtapose any part of the film with any other film, change the sequence of events or of any questions posed and/or answers, fictionalize persons or events including the release and to make any other changes in the film that the applicant deems appropriate. If a minor, consent has to be legally binding.
8. If music is used, the applicant must obtain all necessary synchronization and performance licenses from composers or copyright proprietors. Licenses must also be obtained on prerecorded music.
9. Written agreements must exist between the applicant and all creators, authors, writers, performers and any other persons providing material (including quotations from copyrighted works) or on-screen services.
10. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if non-distinctive background use is made of real property.
11. If the production involves actual events, it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses, etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.).
12. Shooting script and rough cuts should be checked, if possible, to assure compliance of all of the above. During photography, persons might be photographed on location, dialogue added or other matter included which was not originally contemplated.

CLEARANCE PROCEDURES (Cont'd)

13. If the intent is to use the production to be insured on Videotapes, Videocassettes, Videodiscs or other new technology, rights to manufacture, distribute and release the production must be obtained, including the above rights, from all writers, directors, actors, musicians, composers and others necessary therefore, **including proprietors of underlying materials.**
14. Film clips are dangerous unless licenses and authorizations for the second use are obtained from the owner of the clip or party authorized to license the same, as well as licenses from all persons rendering services in or supplying material contained in the film clip; e.g., underlying literary rights, performances of actors or musicians. Special attention should be paid to music rights as publishers are taking the position that new synchronization and performance licenses are required.
15. Aside from living persons, even dead persons (through their personal representatives or heirs) have a "right of publicity", especially where there is considerable fictionalization. Clearances must be obtained where necessary. Where the work is fictional in whole or in part, the names of all characters must be fictional. If for some special reason particular names need not be fictional, full details must be provided to the Company in an attachment to the Application.
16. Consideration should be given to the likelihood of any claim or litigation. Is there a potential claimant portrayed in the production who has sued before or is likely to sue again? Is there a close copyright or other legal issue? Is the subject matter of the production such as to require difficult and extensive discovery in the event of necessity to defend? Are sources reliable? The above factors should be considered in your clearance procedures and recommendations.