



5775 East Los Angeles Ave, STE 125
Simi Valley, Ca 93063
License No. 0595071
(805) 527-0645 Fax (805) 527-0961

**GENERAL APPLICATION
ENTERTAINMENT MEDIA PERILS LIABILITY INSURANCE
(Errors and Omissions)**

This General Application must be completed by all applicants.

Name of Applicant: _____

Street and Mailing Address: _____

Applicant is a: Corporation LLC Individual Partnership Other

If Other, Please Explain: _____

How long has Applicant been in business? _____ Under Current Management? _____

Names and Titles of Principals, Officers, Partners, or Individuals:

Is Coverage desired for more than one Named Insured? _____

If yes, please provide their Name, Address, their relationship to the Applicant, and their percentage of ownership, if any. Use the space below:

MEDIA PERILS LIABILITY INSURANCE APPLICATION (ERRORS AND OMISSIONS) Cont.

If Applicant does not currently have insurance of the type applied for herein, please explain why not and why this coverage is being requested now:

Please attach a brief biography or resume of the Applicant and/or it's principals, owners, members, and/or management.

PRODUCTION DETAILS

Title of Production to be insured: _____

Estimated dates for first release or air date: _____

Type of production (motion picture, tv pilot, ect) _____

If a TV Series, how many episodes? _____ Program Run Time: _____

Plot Summary, including time frame and setting: _____

Names of authors and writers of a) Underlying works: _____

b) Screenplays/episodes: _____

Production is (drama, action, reality, ect.): _____

- Production is: Entirely fictional
 Entirely fictional but inspired by real events or occurrences
 True portrayal of real events or occurrences
 True portrayal of events or occurrences but includes some fictionalization

MEDIA PERILS LIABILITY INSURANCE APPLICATION (ERRORS AND OMISSIONS) Cont.

Based on another work
Name of other work: _____
Have agreements from the owners of the other work been obtained? _____

Other _____

Applicant's projected distribution: International Domestic (National)
 Regional Local

Will any merchandise (such as toys, dolls, or clothing) be created from the production? _____

If yes, a) Please describe all such merchandise: _____

b) Have all necessary consents and licenses been obtained from performers, authors, artists, ect. To produce and distribute this merchandise? _____

c) Will appropriate trademark or other searches be made before merchandising characters or other matter that might be subject to trademark, unfair competition, or other similar claims? _____

d) Is merchandise being designed and/or produced by licenses of the Applicant? _____
If yes, are the licenses providing warranties and indemnities that their contributions to the design, marketing, and production of the merchandise and packaging will not infringe upon the rights of others? _____

INFORMATION ABOUT CLEARANCE

Name, address, and phone number of the Attorney who clears literary, musical and other materials:

State briefly the type and length of experience of the Attorney: _____

State briefly the Clearance Procedures (or attach copy): _____

MEDIA PERILS LIABILITY INSURANCE APPLICATION (ERRORS AND OMISSIONS) Cont.

What is the policy and procedure with regard to the submission of unsolicited materials?

If submission agreements are used, please attach a sample.

Has the Attorney approved as adequate the steps taken to clear all necessary rights? _____

If no, please explain: _____

Has Applicant or any of its agents been unable to obtain or been refused an agreement or release after having negotiated for any rights in literary, musical, or other materials? Or after having negotiated for releases from any persons with the production? If yes, please explain: _____

Has a title report been obtained from any title clearance service? _____

If yes, please attach a copy of the title report.

Has a copyright report been obtained? _____

If yes, are there any ambiguities or gaps in the line of copyright ownership (chain of title)? _____

If a copyright report has not been obtained, please explain why: _____

Is there any literary or other material in the production that was copyrighted in the United States prior to January 1, 1978? _____

If yes, please explain: _____

MEDIA PERILS LIABILITY INSURANCE APPLICATION (ERRORS AND OMISSIONS) Cont.

Are clips (film or video excerpts from other sources) or photographs used in this production? _____

If yes, have all licenses and consents for the clips been obtained? _____

If no, please explain: _____

Has a script research report been obtained (to clear character and business names, ect)? _____

If yes, have suggested changes been made and suggested permissions obtained? _____

If no to either, please explain: _____

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? _____

If yes, have clearances been obtained in all cases? _____

If no, please explain: _____

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? _____

If yes, have clearances been obtained in all cases from personal representatives, heirs, or other owners of such rights? _____

Is there reasonable expectation that a living person could claim to be identifiable in the production, whether or not the person's name or likeness is used or the production purports to be fictional? _____

If yes, has a release been obtained by such person? _____

If no, please explain: _____

Have musical rights been cleared? _____ Recording/synchronization rights? _____

Performing rights? _____ Rights to distribute all forms contemplated? _____

If original music was commissioned, have warranty of originality and an indemnity against third party claims been obtained from the composer? _____

INFORMATION ABOUT PRIOR EXISTING AND POTENTIAL CLAIMS

Applicant represents that neither his/her/its counsel, it's partners, officers, directors, senior employees, nor any person proposed for this Insurance have any knowledge, actual or constructive:

- A. Of any suits or claims or legal proceedings made or commenced against the Applicant or any of it's officers, directors, agents, or affiliated corporations within the past five (5) years for defamation, invasion of privacy, plagiarism, piracy, infringement of copyright, (statutory or common law), unauthorized use of titles, formats, characters, plots, ideas, or other material, breach or implied contract out of the alleged submission of any literary musical, or other material, or unfair competition.

NO EXCEPTIONS. **Please Initial** _____

EXCEPT AS FOLLOWS: Please describe in detail, and attach addendum if necessary. This information should include the following: number of judgements amount of each judgement, number of settlements before trial, amount of each settlement, and a brief description of the substance of the claim.

- B. Of any existing or threatened claim or legal proceedings of any kind based upon any work(s) to be insured or any material contained in or upon such work(s) is based, that would be covered by the policy requested by this application.

NO EXCEPTIONS. **Please Initial** _____

EXCEPT AS FOLLOWS: _____

MEDIA PERILS LIABILITY INSURANCE APPLICATION (ERRORS AND OMISSIONS) Cont.

C. Of any fact, inquiry, circumstance or prior negotiation which might reasonably lead to a claim or legal proceeding instituted against the Applicant that would be covered by the policy requested by this application.

NO EXCEPTIONS. Please Initial _____

EXCEPT AS FOLLOWS: _____

**THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING UNDERSTANDING
PLEASE CAREFULLY READ AND INITIAL EACH ITEM**

(A) Applicant represents that the answers and statements above and those contained on any Schedules attached hereto are in all respects true and material to the insurance policy and that Applicant has not omitted, suppressed, or misstated any facts.

PLEASE INITIAL _____

(B) Applicant and his/her/its counsel have supplied Company with all information required to be furnished pursuant to the Clearance Procedures, and to the extent such information is not known at the time of the application, such information will be furnished in writing to Company as soon as known. Company thereafter shall have the right to limit the insurance coverage at its discretion.

PLEASE INITIAL _____

(C) All exclusions in the policy apply regardless of any answers or statements in this application and any Schedules attached hereto.

PLEASE INITIAL _____

(D) If any claims, threatened claims, or other matters which might effect 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. Whether notified or not, Company shall have the right to limit the insurance coverage at its discretion.

PLEASE INITIAL _____

(E) Applicant agrees to obtain from third parties from whom it obtains any matter, material or services for the insured work written warranties and indemnities against claims arising out of the use of such matter, material, or services.

PLEASE INITIAL _____

(F) Applicant and its counsel agrees that it will use due diligence to determine whether any portrayal, matter, or materials to be used in the work(s) to be insured violates the right of any person or entity that are protected by law, and, where necessary, to obtain from parties owning rights therein, the right to use the same in connection with the Insured work(s).

PLEASE INITIAL _____

MEDIA PERILS LIABILITY INSURANCE APPLICATION (ERRORS AND OMISSIONS) Cont.

(G) Applicant understands that the limit of liability, deductible, term of coverage and other terms and conditions under any policy to be issued in response hereto shall include both loss payment and claim expenses as defined in the policy and may be different than those requested. Applicant agrees to such differences.

PLEASE INITIAL _____

(H) Applicant understands that the defense costs provision of the policy stipulates that the limits of liability may be completely exhausted by the cost of legal defense and any deductible or retention shall apply to investigation expenses and defense costs as well as indemnity.

PLEASE INITIAL _____

(I) 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 between one Applicant and another Applicant under this policy or as against the Insurer. In all such circumstances, Applicant recognizes that, under this policy, the Insurer's Obligation is only to provide one (1) counsel for defense of all claims and all insureds. If any further counsel are desired by Applicant, they may be retained at the Applicant's own cost and expense in accordance with the terms of this policy, but the Insurers counsel will conduct and control the defense. Applicant understands that the premiums set forth herein, the deductible and the balance of the terms of this policy have been specifically set and determined with the foregoing provisions in mind and acknowledges that the Applicant is waiving any right to separate counsel paid for by the insurer but shall retain the right to such counsel paid for by the Applicant.

PLEASE INITIAL _____

GENERAL FRAUD STATEMENT

(not applicable in HAWAII)

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any material 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 civil penalties.

This application shall be attached to and become part of the policy, should a policy be issued as a result of this application, which shall then be deemed a schedule to such policy as well. The signing hereunder DOES NOT bind the applicant or the insurer to complete the insurance unless and until a policy of insurance is issued in response to this application.

Applicant's Signature: _____

By: _____

Title: _____

Date Signed: _____

MEDIA PERILS LIABILITY INSURANCE APPLICATION (ERRORS AND OMISSIONS) Cont.

As Attorney for the Applicant, I believe the statements contained in the application and all attached schedules are correct. I am familiar with the Company's standard Clearance Procedures, which are attached to this Application. I have been retained by the Applicant to, and will use my best efforts to see that those Clearance Procedures are followed on all work(s) created or produced by the applicant or where the applicant Controls creation or production.

For all other productions and other works that have been acquired for distribution by the Applicant, I will use my best efforts to see that the following conditions are satisfied: 1) Such a production had been publicly exhibited or broadcast prior to the acquisition by the Applicant; 2) The distribution of such a production or work was covered by other insurance from the date of it's first public exhibition; 3) The Applicant does not cancel such other insurance; 4) Such other insurance names the Applicant as an additional insured; and 5) Satisfactory Evidence of such other insurance is provided to and approved by the company.

Attorney's Signature: _____

Date Signed: _____



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CLEARANCE PROCEDURES

The Clearance Procedures that follow should not be construed as exhaustive and they do not cover all situations that may arise in any particular circumstance or any particular production. Applicant's attorney must assure him/herself of the following before first exhibition of the insured work(s):

1. Applicant and its counsel should monitor the Production(s) at all stages, from inception through final cut, with a view to eliminating all material that could give rise to a claim.
2. The Producer and his/her attorney should read the script prior to commencement of Production in order to eliminate matter that is defamatory, invades privacy, or is otherwise potentially actionable.
3. A copyright report must be obtained, covering foreign and domestic copyright, as well as all extensions and renewals thereof, for all literary material contained in the Production(s). If the Applicant is acquiring the work(s) as completed work (such as a pick-up of a motion picture for distribution), a copyright report must also be obtained covering the completed work(s).
4. The origins of the work should be ascertained, including the basic idea, sequence of events, and characters. Have submissions of any similar properties been received by the Applicant or someone closely involved with the Production(s)? If so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
5. If the work(s) is in any way based on actual facts, it must be ascertained if the source material is primary (ie direct interview, court records) and not secondary (ie another copyrighted work). Use of secondary sources may be permissible, but full details must be provided to Company in an attachment to the application.
6. Written agreements must exist between the Applicant and the creators, authors, writers, and owners of all material, including quotations from copyrighted works, used in the insured work(s), authorizing the Applicant to use the material in the insured work(s).
7. Prior to the title selection, a title report must be obtained. Title Coverage will not be offered unless a recent title research report has been submitted to and approved by the insurer.
8. Whether the Production is fictional or factual, the names, faces, and likenesses of any recognizable living persons should not be used unless written releases have been obtained. A release is unnecessary if person is part of a crowd scene or shown in a fleeting background. Releases can only be dispensed with if the Applicant provides the insurer with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the insurer. The term "living persons" includes thinly disguised living persons or living persons who are readily identifiable because of identity of other characters or because of the factual, historical, or geographic setting.
9. All release must give Applicant the rights 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 given, fictionalize persons or events, and make any other changes in the film that the Applicant deems appropriate. If a minor, consent has to be legally binding.

Clearance Procedures Continued

10. If music (pre-existing or original) is used, the Applicant must obtain all necessary synchronization and performance licenses from copyright proprietors. All necessary licenses must also be obtained for recordings of such music.

11. If distinctive locations, buildings, businesses, personal property, or products are filmed, written releases must be secured. This is not necessary if such real property is seen only as non-distinctive background.

12. Shooting script and rough-cuts should be checked to assure compliance with all of the above. During photography, persons might be photographed on location, dialogue added or other material included that was not originally contemplated.

13. If the intent is to use the Production or its elements on videocassettes, web sites, multimedia formats, or other technology; rights to manufacture, distribute, and release the Production must include the above rights and must be obtained from all writers directors, actors, musicians, composers, and others, including proprietors of all underlying material.