

# Video, Film, and Television Producers Application NEW BUSINESS APPLICATION

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIM EXPENSES. FURTHERMORE, CLAIM EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

READ THE POLICY AND THIS APPLICATION CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR WITH ANY QUESTIONS. The completed application should be emailed to insurance@filmemporium.com

General Information:								
Name of Applicant:								
Address of Applicant:								
City:			State:			Zip code	<u> </u>	
Website address:			Date of	forma	ition: /	1		
Please note: For purposes seeking coverage under this								
COOKING COVOTAGO ANACITAN		on whose bondin the	Applicant lo dat			onowing into		
Your Coverage Reques	ts:		T		1			
Desired term of policy:	One year		Two years		Three	Three years		
Desired policy limit(s):	Each loss: \$		Aggregate: \$					
Desired retention:	Option 1: \$10,000		Option 2: \$25,000		Optio	on 3: \$		
Your Production Details	:							
2. What is the title of the pro-	duction?							
3. For the production, please	e provide gros	s estimates for the fol	lowing:					
Production budget: \$ Revenue: \$						Revenue: \$		
4. What are the names of the	e script writers	s?	•					
5. What are the names of the (if less than three years' e								
6. The production is (check a	all that apply):							
Film for full theatrical release   Film for limited theat (10 or fewer common part of the fewer		I Direct to I		Direct to DVD/VC	)D			
Film for TV/Streaming rele	ease 🗌	se TV/Streaming series			Pilot/special			
Commercials, industrial o educational	r 🗆	☐ Music videos			Radio/Podcast series			
Webisodes		☐ Theatrical stage production ☐ Other, specify:						
7. Will bonus material go through the same clearance procedures as the rest of the production?								
8. Is the production:								
a. entirely fictional?					Yes 🗌	No 🗌		
b. fictional, but inspired by specific events and/or occurrences and/or characters?					Yes 🗌	No 🗌		
c. a dramatic portrayal of actual facts which includes fictionalization (docu-drama)?					No 🗌			
9. Type of production (check	all that apply	):						
Documentary		Animation			Investigative			
Live Programming		Reality (please prov	vide complete		Sci-fi			

	Ride Along		Parody		Other:				
10.	Please provide a description of t	he sto	ryline (including genre, tim	e frame and setti	ng):				
11.	If the production is a 'series', ple	ase a	dvise the number of episod	es:					
12.	Running time of production (min	ute/ ho	our per episode):						
13.	Distributor of the production:								
14.	Territory of distribution:								
15.	What is the estimated date for file	st rele	ease or dissemination:	1 1					
Cle	earance Procedures:								
16.	Name of individual attorney(s):								
	Firm name:								
	Firm address:								
	Years of Media/Intellectual Prop	erty La	aw experience:						
	Telephone:								
-	Email:								
17.	Have you and your attorney read diligence to ensure that the production				to exercise due	Yes 🗌	No 🗆		
	If No, please provide details:								
18.	Is the name or likeness of any liv	/ing pe	erson used in the production	n?		Yes	No 🗆		
	If Yes, will you obtain all necess	ary rig	hts prior to the first dissem	ination of the pro	duction?	Yes	No 🗆		
19.	Is the name or likeness of any d	eceas	ed person used in the prod	uction?		Yes 🗌	No 🗆		
	If Yes, will you obtain all necess	ary pe	rmissions prior to the first of	dissemination of	the production?	Yes 🗌	No 🗆		
20.	Have you obtained a title report	from a	recognized agency?			Yes	No 🗆		
	If Yes, please attach a copy of the	ne title	report with legal opinion.			•			
21.	Is this production:								
	a. entirely original to you?					Yes	No 🗆		
	b. based on another work (publ	ished	or unpublished)?			Yes 🗌	No 🗌		
	If Yes to b., please provide the name of the author(s), title(s), and date(s) of the published work upon which the production is based:								
22.	Have you obtained a copyright re	eport?				Yes	No 🗆		
	If No, please explain:								
23.	Are there any ambiguities, gaps	or pro	oblems in the chain of title?	)		Yes 🗌	No 🗆		
24.	Has the chain of title of all works cleared back to the original copy permit you to assign or sublicent	right o	owners to determine that all	I grants or transfe	ers in the chain of title	Yes 🗌	No 🗆		
25.	a. If the production is based upo	on an o	original format, are you awa	are of any similar	format or concept?	Yes 🗌	No 🗆		
	b. At any time, have any similar	forma	t(s) or similar material(s) b	een submitted to	you ?	Yes 🗌	No 🗌		
	If Yes, to a. or b., has your attorn proceed with your exploitation or			and are satisfied	d you can safely	Yes 🗌	No 🗆		
	If No, please explain:								
26.	Have you obtained, from all very that the content they provide you obtained an indemnity for the state of the state o	d to yo	ou does not infringe upon tl	ne rights of any tl		Yes 🗌	No 🗆		

	b. Have you obtained a written agreement from all performers or persons appearing in your production consenting to their appearance?	Yes	No 🗆				
	If No to a., will you obtain warranties and agreements prior to the first dissemination of the production?	Yes 🗌	No 🗆				
27.	Are any film clips, TV clips, or photographs used in this production?	Yes 🗌	No 🗌				
	If Yes:	•					
	a. have all licenses and consents been obtained from the copyright owner without restriction and are you authorized to assign or sublicense the licensed materials as incorporated in your production?	Yes 🗌	No 🗆				
	b. do you have the authorization of any person or entity depicted in the film clip, TV clip ,or photograph to use their depiction in your production and to assign or sublicense that depiction in your production?	Yes 🗌	No 🗆				
	If No to a. or b. above, will all licenses and consents be obtained prior to the first dissemination of the production?	Yes	No 🗆				
	If No, please explain:						
28.	Have you obtained a script clearance report and have you adhered to all recommendations made in such report?	Yes 🗌	No 🗆				
	If No, will you obtain a script clearance report and adhere to all recommendations made in such report prior to the first dissemination of the production?	Yes	No 🗆				
29.	Are you relying on the Fair Use Doctrine (including Parody)?	Yes	No 🗌				
	If Yes, please attach a copy of an opinion letter and film clip log from your clearance attorney that states t the final production and the use of the clips.	hey have rev	viewed				
30.	Have the following musical rights been obtained from the composer and/or performers of specially commic cleared with the owners of pre-existing music and/or recordings:	ssioned mus	sic and/or				
	a. Recording and synchronization?	Yes	No 🗆				
	b. Performing rights?	Yes	No 🗌				
	c. Right to distribute for all forms of distribution contemplated (home video, etc.)?	Yes 🗌	No 🗆				
	If No to a., b., or c. above, will all musical rights and/or all clearances be obtained prior to the first dissemination of the production?	Yes 🗌	No 🗆				
31.	Has original music been commissioned for the production(s)?	Yes	No 🗆				
	If Yes, has a warranty of originality and an indemnity against third party claims been obtained from the composer?	Yes	No 🗆				
	If No, will a warranty of originality and an indemnity against third party claims be obtained from the composer prior to the first dissemination of the production?	Yes	No 🗌				
32.	ou or any of your agents been unable to obtain or been refused an agreement or release after having:						
	a. negotiated for any rights in literary, musical, or other materials?	Yes	No 🗆				
	b. negotiated for release from any persons in respect of any material incorporated in the production?	Yes	No 🗌				
	If Yes to a. or b., please provide details:						
Me	erchandise:						
33.	Will you be creating any merchandise from the production (e.g., toys, dolls, clothing, etc.)?	Yes 🗌	No 🗌				
	If Yes, please describe all such merchandise:						
	If Yes to question 33., what is the expected revenue from the merchandise sales?						
	a. Have all necessary consents and licenses been obtained from performers, authors, artists, etc. to produce and distribute this merchandise?	Yes 🗌	No 🗆				
	b. 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?	Yes 🗌	No 🗆				
	c. Are you designing the merchandise?	Yes 🗌	No 🗌				
	d. If a third party is designing the merchandise, are they providing warranties and indemnities that their contributions will not infringe upon the rights of others?	Yes 🗆	No 🗆				

# Current Insurance: Yes No 34. In the past three years, has any similar insurance been issued to you? If Yes, please provide currently valued loss runs for the past ten policy years and give the following information: Company policy number: Coverage dates: to \$ Limit of liability: Retention: \$ Premium: \$ Has any insurer declined, cancelled, or refused to renew any similar insurance issued to you? Yes No 🗆 (If you are a Missouri applicant/agent, do not answer this question) If Yes, please provide details: Claims Representation: Have you suffered any loss or has any claim, whether successful or not, ever been made against you Yes $\square$ No 🗆 that would be covered by this insurance? If Yes, please provide full details including the date of each claim or loss, the amount of the claim, defense costs paid, and any remedial action taken: 37. Are you aware of any problem likely to lead to you suffering a loss or a claim being made against you Yes No $\square$ that would be covered by this insurance? If Yes, please specify details of each problem: It is understood and agreed that with respect to the claims representation questions above, if such knowledge of information exists any claim or action arising there from is excluded from this proposed coverage. Supplemental Information: 38. Please attach the following additional information:

### **APPLICATION DISCLOSURES:**

b. Title and Trademark Reports

If there is any material change in the answers to the questions in this Application before the proposed policy inception date, you must notify us in writing. In such case, we have the right to cancel, withdraw, or modify any outstanding quote for insurance coverage or any policy that may have been issued.

Your submission of this Application does not obligate us to issue, or require you to purchase, a policy. You authorize us to make any inquiry in connection with this Application.

All written statements and materials provided to us in conjunction with this Application are incorporated into this Application and made a part of it.

The undersigned, as your authorized representative or agent, declares to the best of their knowledge and belief and after reasonable inquiry, that the statements made in this Application are true, accurate, and complete. The undersigned agrees that we will rely on this Application in issuing any insurance policy providing the requested coverage, and that this Application will form the basis of any such insurance policy.

# THE FOLLOWING APPLIES TO APPLICANTS LOCATED IN THE STATES OF AR, MO, NY, NM and RI:

a. Video/DVD copy of the production or copy of script if production is not complete

c. Experience resume of Producer and Executive Producer (if less than three years' experience)

Please read the following statement carefully and sign where indicated in the Applicant Information section below:

The undersigned Applicant (or their representative authorized to sign on their behalf) hereby acknowledges that he/she is aware that the limit of liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability of this policy. The undersigned Applicant (or their representative authorized to sign on their behalf) hereby acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: 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 INSURANCE 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 POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER 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 AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER 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.

**NOTICE TO LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE INSURANCE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS MATERIALLY FALSE INFORMATION IN AN APPLICATION FORINSURANCE MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM 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 SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE INSURANCE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO CIVIL PENALTIES UNDER STATE LAW.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Applicant Information:							
Applicant Name:							
By (Authorized Signature):							
T''	Γ						
Title:							
Date:							
Producer Information:							
Producer Name:							
* Dead cook Ciamate va	<u> </u>						
* Producer Signature:							
Date:							
Address of Producer:	Street:						
	City:		State:	Zip:			
	E-Mail Address:						
## Dool on the same							
** Producer License Number:							

required only in the following State(s): Iowa required only in the following State(s): Florida

Please email a saved copy of this form by clicking "Submit" above. If this button does not work click "Save" and email the form manually to insurance@filmemporium.com

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#### **CLEARANCE PROCEDURES:**

## Please read the following section carefully

Clearance has the simple purpose of ensuring that the insured production is not vulnerable to litigation. You should ensure that:

- a. if the insured production carries any risk of libel, or a related legal problem, it is cleared; and
- b. all rights necessary to production, exhibition, and distribution in all media are secured before you fill in this form, <u>or will be</u> as soon as practicable. We must be informed of any rights problems related to material included in the insured production, as soon as you become aware of them, and you must seek advice on such problems from your own attorneys.

Accordingly, you and your attorneys should be sure before first exhibition of the insured production that:

- 1. All necessary rights have been obtained, covering domestic and foreign territories, including any extensions and renewals, for all literary material (other than original and unpublished material) contained in the insured production. If full copyright is not obtained, any limitations and/or reservations must be notified to us. If you are acquiring the insured production as a completed work (such as a pick-up of a motion picture) rights must also be secured covering the completed work. The origin of all works on which the insured production is based must be traced and cleared in order to ascertain that you have all the required rights in the work.
- Written agreements must exist between you and the creators, authors, writers and owners of all material, including quotations from copyrighted literary works, film, television, and audio clips, clips of pre-existing music, featured copyrighted props such as maps, etc, used in the insured production, authorizing you to use the material in the insured production (except in the case of approved 'fair dealing'). All agreements should include a waiver of so-called 'moral rights'.
- 3. If the subject matter of the insured production is potentially defamatory, or for any other reason legally contentious, it has been cleared by a suitably qualified libel attorney, as has any 'fair use' and all recommended changes have been made.
- 4. In the case of fictional characters, a full cast script clearance check has been carried out, also of business names, etc. and again, all recommended changes have been made.
- 5. All contracts and releases must give you the right to market the insured production for use in all media and markets (e.g. DVD, video cassette, digital format, internet etc.). In particular, any gaps in respect of underlying rights must be notified.
- 6. Synchronization and performance licenses must be obtained from the composer or copyright owner of all music used in the insured production. Licenses are unnecessary if the music (and its arrangement) is in the public domain. Licenses must also be obtained from the owners of recordings for the use of previously recorded music.
- 7. If the insured production contains any film clips, you have obtained authorization to use the film clip from the owner of the clip who has the right to grant such authorization and have obtained authority from the owners of and contributors to the film clip e.g. underlying literary and musical rights, owners, actors, and musicians etc. All releases must give you the right to edit, add to and/or delete any or all of the material supplied by the releasor.
- 8. You must be sure that you or any of your partners or directors have not received any unsolicited submissions of any literary or dramatic material, programme ideas, formats or storylines from any third parties which are similar in content or style to the insured production. If you have, you must have a process for dealing with them and quit claims must be obtained where appropriate.
- Any problems relating to the insured production which are not known at the time of completing this application form must be notified to us as soon as they arise.
- 10. Any bonus material, interviews or outtakes included on a DVD or any other media version of the production must go through the same clearance procedures as the insured production.
- Any uses of copyrighted material in its renewal term must be authorized by persons or entities entitled by statute to renew.
- 12. All contracts, releases, grants of rights of every kind (including all prior grants in your chain of title) must authorize you to use the acquired material in your production and to assign or sublicense it in any form.

The above clearance procedures are not exhaustive, nor do they cover all situations which may arise, given the great variety of productions. You and your attorneys must continually monitor the insured production at all stages, and in light of any special circumstances, make certain that the insured production contains no material which could give rise to a claim.