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## **GENERAL APPLICATION**

### **ENTERTAINMENT MEDIA PERILS LIABILITY INSURANCE**

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**This General Application must be completed by all Applicants. Each Applicant must also complete separate Schedule(s) for each class of business for which coverage is requested.**

**NOTICE:**

- 1. THIS IS AN APPLICATION FOR A "SPECIFIED CAUSE OF LOSS" CLAIMS MADE POLICY. EXCEPT AS OTHERWISE PROVIDED IN THE POLICY, ANY INSURANCE POLICY ISSUED WILL BE LIMITED TO COVERAGE FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY DAYS AFTER THE TERMINATION OF THE POLICY PERIOD, ANY EXTENDED REPORTING PERIOD OR RENEWAL OF THE POLICY. EXTENDED REPORTING PERIODS OF THREE YEARS, FIVE YEARS, OR UNLIMITED DURATION ARE AVAILABLE.**

**THE POLICY WILL PROVIDE NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, OCCURRENCES OR ALLEGED WRONGFUL ACTS WHICH TOOK PLACE PRIOR TO THE RETROACTIVE DATE, IF ANY, STATED IN THE POLICY. OTHER THAN THE EXTENDED REPORTING PERIOD COVERAGE DESCRIBED IN THE POLICY OR ANY RENEWAL OF THE POLICY, THERE IS NO COVERAGE FOR CLAIMS REPORTED AFTER TERMINATION OF THE COVERAGE. POTENTIAL COVERAGE GAPS MAY ARISE UPON EXPIRATION OF SUCH EXTENDED REPORTING PERIOD COVERAGE.**

**RATES FOR CLAIMS-MADE POLICIES ARE LOWER IN THE EARLIER YEARS THAN FOR AN OCCURRENCE POLICY, BUT THE INSURED SHOULD EXPECT SUBSTANTIAL INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY.**

**THE RATES FOR EXTENDED REPORTING PERIOD COVERAGE WILL BE BASED ON THE RATES IN EFFECT AT THE TIME OF TERMINATION OF COVERAGE. SUCH RATES MAY BE SUBJECT TO SUBSTANTIAL INCREASE OVER THE RATES CURRENTLY IN EFFECT. THE AVERAGE STATEWIDE PERCENTAGE CHANGES, AND THE EFFECTIVE DATES OF EACH, WHICH WE HAVE IMPLEMENTED IN THIS STATE FOR THIS COVERAGE FOR THE FIVE-YEAR PERIOD IMMEDIATELY PRECEDING THE EFFECTIVE DATE OF THIS POLICY WILL BE PROVIDED UPON YOUR WRITTEN REQUEST. SUCH CHANGES MAY OR MAY NOT BE INDICATIVE OF FUTURE RATE CHANGES.**

- 2. THIS IS AN APPLICATION FOR A POLICY CONTAINING A PROVISION PERMITTING 100% OF LEGAL DEFENSE COSTS TO BE APPLIED AGAINST THE DEDUCTIBLE.**
- 3. THIS IS AN APPLICATION FOR A POLICY CONTAINING A PROVISION THAT APPLIES 100% OF LEGAL DEFENSE COSTS AGAINST THE POLICY LIMIT OF LIABILITY. WE WILL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR PAY ANY LEGAL DEFENSE COSTS AFTER OUR APPLICABLE LIMIT OF LIABILITY HAS BEEN EXHAUSTED.**

**PLEASE READ AND REVIEW THIS APPLICATION CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT, BROKER OR LEGAL REPRESENTATIVE.**

**GENERAL APPLICATION**  
ENTERTAINMENT MEDIA PERILS LIABILITY INSURANCE

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**INFORMATION ABOUT THE APPLICANT**

1. Name of Applicant: \_\_\_\_\_
2. Street & Mailing Address: \_\_\_\_\_
3. Applicant is a:  Corporation  LLC  Individual  Partnership  Other (Explain): \_\_\_\_\_  
\_\_\_\_\_
4. How long has the Applicant been in business? \_\_\_\_\_ Under current management? \_\_\_\_\_
5. Names and titles of Principals, Officers, Partners, or Individuals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If Coverage is desired for more than one Named Insured, please answer Questions 1. to 5. above for each entity to be named, the relationship of each to the Applicant, and the percentage of ownership, if any, by the Applicant. Attach a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. If Coverage is desired for Additional Insureds, please list the name of each, the type of entity (per Question 3. above), and the relationship to the Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Desired Effective Date: \_\_\_\_\_ Expiration Date \_\_\_\_\_ Retroactive Date: \_\_\_\_\_
9. Limit of desired coverage  
Any one claim: \$ \_\_\_\_\_  
In the aggregate: \$ \_\_\_\_\_  
Deductible amount: \$ \_\_\_\_\_
10. Please describe:  
(a) Applicant's business in the entertainment industry; or  
(b) The Individual Subject matter to be insured:  
\_\_\_\_\_  
\_\_\_\_\_

[Note: The scope of insurance coverage may depend upon the description. Please be as accurate, complete and exact as possible.]

**MEDIA PERILS LIABILITY INSURANCE APPLICATION (Cont'd)**

11. Is Applicant engaged in any business or profession other than described above?  Yes  No

If "yes", please explain \_\_\_\_\_  
\_\_\_\_\_

12. Please attach a brief biography or resume of the Applicant and/or its principals, owners, members and/or management.

13. Please provide below full particulars of all insurance similar to the type requested carried in the past five years:

Company	Policy Period	Limits of Liability	Deductible	Premium
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

14. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Has Applicant been refused similar insurance in the past?  Yes  No

If "yes", please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Has Applicant's insurance been cancelled or had renewal declined in the past?  Yes  No

If "yes", please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION ABOUT CLEARANCE**

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

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18. State briefly the type and length of experience of the Attorney: \_\_\_\_\_

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19. State briefly the Clearance Procedures (or attach a copy of them): \_\_\_\_\_

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

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If Submission Agreements are used, please attach a sample.

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

Yes    No

If "no", please explain \_\_\_\_\_

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22. Has Applicant or any of its 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, or-

(b) Negotiated for releases from any persons with the production?

Yes    No. If "yes", please explain: \_\_\_\_\_

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**INFORMATION ABOUT PRIOR EXISTING AND POTENTIAL CLAIMS**

23. Applicant represents that neither his/her/its counsel, its 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 its 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 judgments rendered, amount of each judgment, 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: \_\_\_\_\_

\_\_\_\_\_

(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 SPECIFIC UNDERSTANDING**

**PLEASE CAREFULLY READ AND INITIAL EACH ITEM**

24.

- (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 issuance of an 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) 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. Whether notified or not, Company shall have the right to limit the insurance coverage at its discretion.

PLEASE INITIAL \_\_\_\_

- (d) 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 \_\_\_\_

- (e) 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 or 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 \_\_\_\_

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

PLEASE INITIAL \_\_\_\_

- (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)

**MEDIA PERILS LIABILITY INSURANCE APPLICATION (Cont'd)**

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 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 Insurer's 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 by the Applicant.

PLEASE INITIAL \_\_\_\_

**GENERAL FRAUD STATEMENT**  
**[Not applicable in Colorado, Hawaii, Nebraska,**  
**Ohio, Oklahoma, Oregon, Utah and Vermont]**

**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, Tennessee and Virginia, insurance benefits may also be denied.**

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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, BUT 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 (Cont'd)**

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 WORKS 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: (I) SUCH A PRODUCTION HAD BEEN PUBLICLY EXHIBITED OR BROADCAST PRIOR TO THE ACQUISITION BY THE APPLICANT; (II) THE DISTRIBUTION OF SUCH A PRODUCTION OR WORK WAS COVERED BY OTHER INSURANCE FROM THE DATE OF ITS FIRST PUBLIC EXHIBITION; (III) THE APPLICANT DOES NOT CANCEL SUCH OTHER INSURANCE; (IV) SUCH OTHER INSURANCE NAMES THE APPLICANT AS AN ADDITIONAL INSURED; AND (V) SATISFACTORY EVIDENCE OF SUCH OTHER INSURANCE IS PROVIDED TO AND APPROVED BY THE COMPANY:

Attorney's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## **CLEARANCE PROCEDURES**

Applicant's attorney must assure him/herself of the following before first exhibition of the insured work(s):

1. A copyright report must be obtained, covering domestic and foreign copyright, as well as all extensions and renewals thereof, for all literary material (other than original and unpublished) contained in the work(s). If the Applicant is acquiring the work(s) as a completed work (such as a pick-up of a motion picture), a copyright report must also be obtained covering the completed work. In the case of an unpublished original work, the origin of the work must be traced in order to ascertain that the Applicant has all required rights in the work.
2. 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).
3. If the work(s) is in any way based on actual facts, it must be ascertained if the source material is primary (e.g. direct interview, court records) and not secondary (e.g. another copyrighted work). Use of secondary sources may be permissible, but full details must be provided to Company in an attachment to the application.
4. Written releases must be obtained from all persons who are recognizable or who might reasonably claim to be identifiable in the insured work(s), or whose name, image or likeness is used, and if such person is a minor, the minor's consent must be legally binding. If the recognizable or identifiable person is deceased, releases must be obtained from the personal representative of such person. Releases of the type described in the preceding two sentences may not be required in certain instances, but full details must be provided Company in an attachment to the application. Releases are not necessary if the recognizable person is part of a crowd or background shot and the image is not shown for more than a few seconds or given special emphasis.



## **MEDIA PERILS LIABILITY INSURANCE APPLICATION (Cont'd)**

5. Where the work is fictional in whole or in part, the names of all characters must be fictional. In certain limited instances, particular names need not be fictional, but full details must be provided Company in an attachment to the application.
6. Where scenes are filmed depicting or referring to distinctive businesses, personal property or products identifiable with any person, firm or corporation, or depicting or referring to distinctive real property of any person, firm or corporation, written releases must be obtained from such person, firm or corporation granting the Applicant the right to film and use such property in the insured work(s). In certain instances releases may not be required, but full details must be provided Company in an attachment to the application. Releases are not necessary if property is non-distinctive background only.
7. All releases must give the Applicant the right to edit, modify, add to and/or delete any or all of the material supplied by the releaser. Releases from recognizable persons must grant the Applicant the right to fictionalize the Applicant's portrayal of the releaser.
8. All contracts and releases must give the Applicant the right to market the work(s) for use in all media and markets (e.g. video discs, cassettes, supplemental markets), except to the extent the Applicant qualifies the application to exclude insurance coverage for particular media.
9. Synchronization and performance licenses must be obtained from the composer or copyright owner of all music used in the insured work(s). Licenses are unnecessary if the music (and its arrangement) is in the public domain. Licenses must also be obtained for the use of previously recorded music.
10. If the work(s) contains any film clips, the Applicant must obtain authorization to use the film clip from the owner of the clip who has the right to grant such authorization and must obtain authority from the appropriate persons for "secondary use" of all material contained in the film clip, e.g. underlying literary and musical rights, performances of actors and musicians.
11. A report (generally known as a "title report") covering the title of the work(s) must be obtained from a recognized source setting forth prior uses of the same or similar titles, and the title of the work(s) must be changed to avoid any conflict.
12. It must be determined whether the Applicant, or any of its officers, directors, partners or agents received any submission of any similar material or work(s), and if so, Company must be fully advised of all circumstances relating to each such occurrence, in an attachment to the application.
13. It must be determined that the insured work(s) does not contain any material which constitutes defamation, invasion of privacy, violation of the right of publicity or of any other right of any person, firm or corporation.
14. Prior to any public exhibition of the work(s), it must be previewed to assure that the Clearance Procedures have been followed.
15. To the extent that any information required to be furnished pursuant to these Clearance Procedures is not known at the time of the application, such information must be furnished in writing to Company as soon as known.

THE FOREGOING CLEARANCE PROCEDURES SHOULD NOT BE CONSTRUED AS EXHAUSTIVE; NOR DO THEY COVER ALL SITUATIONS WHICH MAY ARISE, GIVEN THE GREAT VARIETY OF WORKS. RATHER, APPLICANT AND ITS COUNSEL MUST CONTINUALLY MONITOR THE WORK(S) AT ALL STAGES, AND IN LIGHT OF ANY SPECIAL CIRCUMSTANCES, TO MAKE CERTAIN THAT THE WORK(S) CONTAINS NO MATERIAL WHICH COULD GIVE RISE TO A CLAIM.

**APPLICATION CHECKLIST**

**(Not part of the Application)**

**Each Applicant must complete the General Application and separate Schedule(s) for each class of business for which coverage is requested.**

**PLEASE CHECK THE DOCUMENTS SUBMITTED WITH THE GENERAL APPPLICATION.**

- BASIC APLICATION
- ACQUISITION & DEVELOPMENT - Complete Schedule AD  
[Acquisition and Development activities of a Film or Television Producer]
- COMMERCIALS, MUSIC VIDEOS, EDUCATIONAL OR INDUSTRIAL FILMS  
Complete Schedule C
- DISTRIBUTOR – Complete Schedule D [Film, Television, Video/DVD Music]
- INDIVIDUAL WORK – Complete Schedule I  
[Single Film, Television Special, Pilot or Series, Radio Program or Series, Computer Program, Electronic Work, Multimedia Work, Book, Stage Play]
- MERCHANDISE – Complete Schedule M
- MUSIC: COMPOSER/LYRICIST AND/OR MUSIC PUBLISHER– Complete Schedule MCLP
- PERFORMER – Complete Schedule PER [Live performer all types]
- SOUND TRACK – Complete Schedule ST
- WEBSITE CONTENT – Complete Schedule W