## APPLICATION FOR MPLC UMBRELLA LICENSE

- 1.Call MPLC to obtain the appropriate license fee (800) 462-8855.
- 2.Fill out this application, including payment information.
  3.Return to MPLC by mail or fax (see address below).

|               | Organiz                               | ation Name        |              |
|---------------|---------------------------------------|-------------------|--------------|
|               | Contact N                             | ame & Title       |              |
|               | Ad                                    | ldress            |              |
|               | City, S                               | State, Zip        |              |
| Celephone:    | ephone: Fax:                          |                   |              |
| License Fee:  | : Start Date:                         |                   |              |
|               | est an MPLC Um                        |                   |              |
| Terms and Con | ditions on the fol                    | lowing page.      |              |
| Title         |                                       | Date              |              |
| Paymen        | t enclosed (pa                        | yable to M        | (PLC)        |
| <b>U</b>      | Send invoice (payment due in 30 days) |                   |              |
| Bill cre      | dit card:                             |                   |              |
| $\square$ Ame | erican Express                        | □ <sub>Visa</sub> | ☐ MasterCard |
| Card Nu       | mber                                  | Expirati          | on Date      |
| <del></del> . | Print Cardh                           | older Name        |              |
|               | Cardholder                            | Signature         | - 100 ·      |

MOTION PICTURE LICENSING CORPORATION

5455 CENTINELA AVENUE • LOS ANGELES, CA 90066 TEL: (800) 462-8855 • FAX: (310) 822-4440 E-MAIL: info@mplc.com • http://www.mplc.com

## TERMS AND CONDITIONS

- MPLC hereby grants you a non-exclusive license to publicly perform certain pre-recorded home videocassettes and videodiscs in your facility, under the terms and conditions specified herein.
- MPLC warrants and represents that it has secured the appropriate rights, under the U.S. Copyright Act, Title 17, United States Code, Sections 101(1) and 106, to grant the license contained in this agreement.
- 3. "Term" shall mean the period beginning on the "Start Date" 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 by regular first-class U.S. mail to the other party. Each one (1) year period during the term is referred to herein as a "contract year."
- 4. The public performances authorized by this license agreement are to take place at the location(s) specified in the application. It is further understood and agreed that the audience will be limited to the number of patrons normally frequenting said facility, and that no specific titles will ever be advertised or publicized to the general public, and that no admission or other fee will be charged to the audience.
- 5. The agreed license fee for the first contract year of this license agreement is the amount quoted by MPLC and is payable to MPLC. Subsequent contract years may include adjustments equal to the previous year's Consumer Price Index (CPI). The license fee for each subsequent contract year shall be due and payable no later than each amiversary date during the term of this agreement. 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. In the event that MPLC incurs any costs or fees in connection with the collection of any amounts past due to MPLC hereunder, then you shall be responsible for paying such amounts to MPLC.
- 6. The specific titles which may be publicly performed by you under this license agreement are motion pictures produced and/or distributed by MPLC-affiliated motion picture companies only. It is understood and agreed that, because MPLC or its motion picture company licensors may not possess the appropriate rights to certain individual titles or because those rights may expire during the term of this license agreement, MPLC may send your facility from time to time legally binding notices that certain individual titles cannot be or may no longer be publicly performed under this license agreement.
- 7. The specific titles covered by this license agreement may be publicly performed by means of law fully manufactured, pre-recorded home videocassettes and videodiscs of those titles, acquired by you from any legitimate source of your choice. It is understood that the responsibility for obtaining such home videocassettes and videodiscs is yours, and that the costs of acquiring such ho me videocassettes and video discs are to be borne solelybyyou and are separate and distinct from the agreed public performance license fee.
- 8. You may not duplicate, edit or otherwise modify the home videocassettes and videodiscs obtained by your facility for public performance purposes under this agreement. It is also understood that this license agreement does not authorize you to use for public performance purposes copies of titles covered by this agreement which have been videotaped off any form of television.
- 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 agreement are solely your responsibility and are not the responsibility of MPLC. To the best of MPLCs knowledge, no such separate fees are presently in effect.
- 10. This agreement may not be assigned by you, but may be assigned by MPLC.
- 11. In the event that MPLC is determined by the taxing authority or courts of any state in which you conduct your operation to be liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of MPLC's receipts from you, then you shall reimburse MPLC within thirty (30) days of notification therefor, for your pro rata share of any such tax derived from receipts received from you.
- 12. Any notices which you or MPLC send to each other shall be sent, postage prepaid, to the addresses indicated on this agreement.
- 13. MPLC reserves the right, exercisable upon thirty (30) days' written notice, to terminate this license agreement on account of any breach by you. In the event of such termination, there shall be no refund of the agreed license fee. A waiver by MPLC or by you of any specific breach by the other shall not constitute a waiver of prior or subsequent breaches.
- 14. You acknowledge by the signature appearing on this agreement that this license agreement has been duly and wildful authorized and constitutes a legal, vaid and binding obligation upon you and is enforceable by its terms and conditions.
- Any and all rights not granted to you in this license agreement are expressly reserved to MPLC and/or its motion picture company licensors.
- 16. This agreement contains the full and complete agreement between MPLC and you, and shall be construed in accordance with the laws of the United States and the State of California.

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"Umbrella License" is a service mark of MPLC.

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## Home Videocassettes & Videodiscs of the Following Producers and Distributors are Available for Use by MPLC-licensed Community Centers

|                                   | ALLEY CAT FILMS                 | AMERICAN PORTRAIT FILMS              |
|-----------------------------------|---------------------------------|--------------------------------------|
| ARTISAN ENTERTAINMENT             | BEST FILM & VIDEO               | ESTONE MULTIMEDIA/ALPHA OMEGA PUBL   |
| BRITISH AND FOREIGN BIBLE SOCIETY | BUENA VISTA PICTURES            | CASTLE HILL PRODUCTIONS              |
| CDR COMMUNICATIONS                | CENTRAL PARK MEDIA              | CHOICES, INC.                        |
| CHRISTIAN CINEMA.COM              | CHRISTIAN TELEVISION ASSOCIATES | CHRISTIANO FILM GROUP                |
| CINEMATHEQUE COLLECTION           | CROWN VIDEO                     | CURRENT WELLNESS/PPI ENTERTAINMENT   |
| DAVE CHRISTIANO FILMS             | DREAM, LLC                      | EO INTERNATIONAL                     |
| FAMILY ENTERTAINMENT LIBRARY      | FAMILY HOME ENTERTAINMENT       | GATEWAY FILMS/VISION VIDEO           |
| GRACE PRODUCTS/EVANGELICAL FILMS  | GRIZZLY ADAMS PRODUCTIONS       | RIZZLY ADAMS/TOTAL LIVING PRODUCTION |
| HANNA-BARBERA                     | HARBINGER COMMUNICATIONS        | HARVEST PRODUCTIONS                  |
| HOLLYWOOD PICTURES                | INTERCOMM, INC.                 | INTERNATIONAL FILM FORUM             |
| INTERNATIONAL FILMS               | JEREMIAH FILMS                  | LANTERN FILM AND VIDEO               |
| LEARNING CORPORATION OF AMERICA   | LINN PRODUCTIONS                | LORIMAR TELEPICTURES                 |
| MAHONEY MEDIA GROUP               | MARALEE DAWN MINISTRIES         | MC DOUGAL FILMS                      |
| MC GRAW-HILL                      | MESSENGER FILMS                 | ETRO GOLDWYN MAYER (PRE-1986 TITLE:  |
| NEW WORLD PICTURES                | PARADE VIDEO/PPI ENTERTAINMENT  | PETER PAN/PPI ENTERTAINMENT          |
| PRAISE HOME VIDEO                 | PROVIDENCE ENTERTAINMENT        | RKO PICTURES                         |
| RUSS DOUGHTEN FILMS               | SCHOLASTIC ENTERTAINMENT        | SIDE BY SIDE FILMS                   |
| SONY PICTURES CLASSICS            | SPARK PRODUCTIONS               | TOMMY NELSON                         |
| TOTAL LIVING VIDEO CURRICULUM     | TOUCHSTONE PICTURES             | TRANS ATLANTIC PICTURES              |
| TRIBORO ENTERTAINMENT GROUP       | TRIMARK HOME VIDEO              | TURNER HOME ENTERTAINMENT            |
| TVA/QUIGLEY'S VILLAGE             | WALT DISNEY PICTURES            | WARNER BROS.                         |
| WORLD ALMANAC VIDEO               | XENON HOME VIDEO                |                                      |