UMBRELLA LICENSE APPLICATION

Please contact an MPLC Licensing Representative at **(800) 462-8855** or **www.mplc.com** for a license fee quote before submitting your application. Send the completed application to the address or fax below.

Name of Organization ("Licensee")

Contact Name | Position

Facility Address

City, State, Zip

Mailing Address (if different than above)

City, State, Zip

Telephone | Fax

Email Address

Website

License Fee | Start Date

Association Membership: ☐ AHCA/NCAL ☐ Argentum ☐ ASHA ☐ LeadingAge ☐ LifeSpan ☐ NAAP ☐ Non-Member

I herewith request an MPLC Umbrella License, subject to the Terms and Conditions provided herein.

Signature

Position

☐ Payment Enclosed (payable to MPLC) ☐ Send Invoice (fee due in 30 days)

Bill Credit Card: ☐ Visa ☐ Mastercard ☐ AMEX ☐ Discover

Card Number | Expiration | CVV

Cardholder Signature

Cardholder Name

MPLC

Motion Picture Licensing Corporation
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Los Angeles, CA 90066
United States

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www.mplc.com

TERMS AND CONDITIONS

1. Purpose. Motion Picture Licensing Corporation ("MPLC") grants licensee ("Licensee") a non-exclusive license ("License") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").
2. Law. MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101 and §106, to grant this License.
3. Term. "Term" shall mean the period beginning on the "Start Date" listed on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless canceled by either party giving sixty (60) days advance written notice before the end of said period or any subsequent period. Each one (1) year period during the Term is referred to herein as a "Contract Year." If Licensee does not timely notify MPLC of intent to terminate, this Agreement will remain in effect for the entire Contract Year, and Licensee will be responsible for the entire annual fee due to MPLC hereunder. No refunds or credits will be made by MPLC in the event of early termination by Licensee.
4. Rights. The public performances authorized by this Agreement shall take place in the Facility(ies) identified in the Application or as Licensee otherwise notifies, and shall be via any means originally intended for personal use only including but not limited to DVD, streaming and download. The sole purpose of such performances is to entertain and/or educate authorized viewers and only employees that facilitate those performances. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience. The exhibitions cannot be used to endorse any goods or services. Works are defined as motion pictures and other audiovisual programs to which MPLC has received the rights to license under the parameters set forth herein.
5. Fee. The agreed license fee for the first Contract Year of this Agreement is specified on the Application, which amount is payable to MPLC. Subsequent Contract Years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of facilities or other factors used to determine the license fee. On an annual basis, or upon request by MPLC, Licensee shall furnish MPLC with the information MPLC may require to determine the license fee for subsequent Contract Years. Following such a request, if Licensee does not furnish the requested information within thirty (30) days prior to expiration, MPLC may independently determine the license fee for that Contract Year based on its reasonable estimation. The license fee for each subsequent Contract Year shall be due and payable no later than each anniversary date of the applicable Contract Year. 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.
6. Restrictions. The specific titles which may be publicly performed by Licensee under this Agreement are Works produced and/or distributed by MPLC-affiliated rightsholder companies only. MPLC represents that it or its rightsholders may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, MPLC may send Licensee at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.
7. Legally Obtained Works Only. Licensee may publicly perform only legally obtained Works covered by this Agreement. The responsibility for obtaining the Works is that of Licensee, and the costs of acquiring the Works are to be borne solely by Licensee and are separate and distinct from the agreed public performance license fee.
8. No Other Rights. Licensee may not unlawfully duplicate, edit or otherwise modify the Works obtained for public performance purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to MPLC and/or its rightsholders.
9. Separate Fees. 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 Works covered by this Agreement are solely Licensee's responsibility and are not the responsibility of MPLC. To the best of MPLC's knowledge, no such separate fees for motion pictures are presently in effect.
10. Assignment. This Agreement may not be assigned by Licensee, without the prior written consent of MPLC, except that Licensee shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide MPLC with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of Licensee under this Agreement. This Agreement may be assigned by MPLC.
11. Tax Liability. In the event that a determination is made by a taxing authority or court of any state in which Licensee conducts business that the activity licensed herein renders MPLC 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 Licensee, then Licensee shall reimburse and indemnify MPLC within thirty (30) days of notification therefore for Licensee's pro rata share of any such tax derived from receipts received from Licensee.
12. Notice. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; or by reputable overnight carrier; addressed to the party to be notified as listed on the Application. The date of personal service or mailing of any such notice shall constitute the date of service.
13. Termination. MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Agreement on account of any breach by Licensee of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by MPLC or by Licensee of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
14. Legal Fees. In the event MPLC engages a lawyer to enforce its rights under this Agreement by virtue of the breach on the part of Licensee, of any term of this Agreement, Licensee agrees to pay the reasonable costs and legal fees incurred by MPLC.
15. Collection Fees. In the event that MPLC incurs any costs or fees in connection with the collection of any amounts past due to MPLC hereunder, then Licensee shall be responsible for paying such amounts to MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
16. Guarantees. Licensee guarantees that the information provided by Licensee is true, correct and complete in all respects. This Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its Terms and Conditions which may be updated by MPLC. In the event that any signature is delivered by facsimile or e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if an original signature.
17. Warranty. To the extent that, prior to the commencement date of this Agreement, Licensee may have infringed upon rights held by MPLC, MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
18. Jurisdiction. The Application and these Terms and Conditions contain the full and complete agreement between MPLC and Licensee and shall be construed in accordance with the laws of the United States and the State of California and the parties submit to the nonexclusive jurisdiction of the U.S. Courts as regards to any claim or matter arising in relation to this Agreement.

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MPLC 2000RET-1219 / Rev 0120

THE UMBRELLA LICENSE®

MPLC

Copyright compliance for movies, TV programs, and other content

© 2019 Disney Enterprises, All Rights Reserved.

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WHY DO WE NEED A LICENSE?

Movies have long been a great way to entertain, educate, and inspire. What you may not have considered is that movies, TV programs, and other content, when purchased, rented or borrowed, are intended for personal, private use only. More importantly, they require a license when shown in public.

The rise of home videocassettes revolutionized the way consumers viewed movies and created the need for copyright protection. The Copyright Act was adopted in 1976 to provide guidelines for both the creative community and consumers.

Noncompliance with the Copyright Act is considered infringement and carries significant penalties. Fines for noncompliance start at $750 for each inadvertent infringement and are as high as $150,000 for each egregious violation.

AHCA/NCAL, Argentum, ASHA, LeadingAge, LifeSpan Network, and NAAP have partnered with MPLC to secure a discount on the Umbrella License and better educate members on the need for copyright compliance.

AHCA American Health Care Association
NCAL National Center for Assisted Living
American Seniors Housing Association — Living Longer Better
Argentum — Expanding Senior Living
LeadingAge
LifeSpan Network
NAAP National Association of Activity Professionals

THE SIMPLE SOLUTION

Founded in 1986, MPLC's mission is to provide clients and rights holders with a simple solution for the public viewing of movies, TV programs, and other content. Since the introduction of our pioneering Umbrella License, we have come a long way. Today, MPLC represents nearly 750 rights holders, and grants the Umbrella License in over 30 countries around the world.

BENEFITS

- Public performance rights from nearly 750 rightsholders.
- Enjoy unlimited showings without any reporting requirements.
- One license fee based on intended use.

COMMUNITY

- More than 500,000 locations licensed.
- The largest senior living operators and smallest nonprofit organizations benefit from the Umbrella License.
- Together, we create a community that supports the future of the entertainment we know and love.

COMPLIANCE

- Contact MPLC for a license fee quote and rightsholder list.
- Complete and submit the Umbrella License Application.
- Your Certificate of License will be issued upon receipt of application.
- Begin showing movies, TV programs, and other content immediately.

QUESTIONS & ANSWERS

Q: Our residents live here; our community is their home. Why do we need a public performance license to watch movies in common areas?

A: Exhibitions in common areas such as lounges, theaters, or community rooms are considered public performances. Since the common areas are shared among various residents, showing movies in such spaces would require a public performance license.

Q: We show movies, TV programs, and other content that we have purchased on DVD or rented through an online streaming service subscription. Do we still need a license to view or show it in our community?

A: Yes. The location requires a license regardless of who owns the content. While the community or a resident may have rented, borrowed, or purchased the content, you are only granted the right to view it for personal, private use, not to perform it in public.

Q: Our community is strictly assisted living, nursing, and/or rehabilitation. Do we still need a license?

A: Yes. All senior living and health care communities regardless of the level of care provided or the license status of the community require a public performance license.

Q: We do not charge admission. Do we still need a license?

A: Yes. A license is required regardless of whether an admission fee is charged. In fact, the Umbrella License only covers situations where admission is *not* charged.

Q: We're a nonprofit organization. Do we still need a license?

A: Yes. Under the US Copyright Act, a public performance license is required for both nonprofit and for-profit organizations.

Q: We're not open to the general public. Do we still need a license?

A: Yes. "[P]erformances in 'semipublic' places such as clubs, lodges, factories, summer camps, and schools are 'public performances' subject to copyright control." (Senate Report No. 94-473, p. 60)