



Motion Picture Licensing Corporation  
5140 W. Goldleaf Circle, Suite 103  
Los Angeles, CA 90056  
United States

## Umbrella License Application

\_\_\_\_\_  
Name of Organization ("Licensee")

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Facility Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Mailing Address (If different from above)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Website

\_\_\_\_\_  
License Fee

\_\_\_\_\_  
Start Date

I hereby request an MPLC Umbrella License, subject to the terms and conditions provided herein.

\_\_\_\_\_  
Authorized Signer (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

PAYMENT OPTION:

- Send Invoice (fee due in 30 days)

## UMBRELLA LICENSE® AGREEMENT 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”). Licensee’s acceptance of this Agreement, or any amendment thereto, may be indicated via electronic consent, handwritten signature, or payment of the applicable license fee.
2. Basis for License. MPLC represents and warrants 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 cancelled by either party giving thirty (30) 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 its intent to terminate, this Agreement will remain in effect for the entire subsequent Contract Year, and Licensee will be responsible for the entire annual fee due to MPLC hereunder pursuant to Section 5 hereof.
4. Rights Granted / Conditions. The specific titles which may be publicly performed by Licensee under this Agreement are “Works”, defined as films, television programs and other audio-visual content that are produced and/or distributed by MPLC-affiliated rights holder companies, as to which MPLC has received the rights to license public performances under the parameters set forth herein. The public performances of Works authorized by this Agreement may take place only in the Facility(ies) identified in the Application or as Licensee otherwise notifies, but may be made via any legally obtained means originally intended for personal use only, including but not limited to DVD, streaming, download and broadcast, but excluding premium home theatre exhibitions of such Works. The responsibility for obtaining legally sourced, authorized versions of the Works is that of Licensee, and the costs of acquiring the Works are to be borne solely by Licensee, separate and distinct from the agreed public performance license fee. The primary purpose of such performances must be to entertain and/or educate authorized viewers, and the audience must be limited accordingly. No specific titles, or any characters from such titles, or producers’ names may be advertised or publicized to the general public, and no admission or other fee may be charged to the audience. The exhibitions may not be used to endorse any goods or services. MPLC may use Licensee’s name in an undifferentiated, purely factual list of licensees.
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. Licensee acknowledges and agrees that subsequent Contract Years may require 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 relevant 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 request in order to determine the proposed license fee for subsequent Contract Years. Should MPLC wish to increase the license fee for the subsequent Contract Year, it shall propose such increased license fee to Licensee no later than sixty (60) days before the end of the then-current Contract Year. Licensee shall then have up to the date that is thirty (30) days prior to the expiration of the Contract Year to evaluate MPLC’s proposed license fee for the subsequent Contract Year. If Licensee does not timely notify MPLC of intent to terminate pursuant to Section 3 hereof, this Agreement will remain in effect for the entire subsequent Contract Year, with the license fee set at the amount proposed by MPLC. Such license fee for each subsequent Contract Year shall be due and payable no later than the beginning of each respective subsequent 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. Changes in Rights to Individual Titles. MPLC represents and warrants that it or its rights holders may, from time to time during the Term, lose the appropriate rights to certain individual titles due to, *inter alia*, the assignment, loss, or expiration of those rights. In such event, MPLC may send Licensee at any time during the Term 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. Rights Not Granted. Licensee may not unlawfully duplicate, supplement (e.g., with live musical accompaniment), 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 rights holders.
8. Separate Fees. Any separate fees which may be due to music publishers or to 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 currently in effect.
9. Assignment. This Agreement may not be assigned by either party, without the prior written consent of the other party, except that each party shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, and (b) provide the other party with notice of the assignment including contact information for the assignee.
10. 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.
11. 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.
12. Termination. Either party may terminate this Agreement on account of any material breach by the other party of the Agreement. Additionally, Licensee may terminate this Agreement for convenience. In the event of 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.
13. 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.
14. Representations and Warranties. Each party represents and warrants that the information provided by it is true, correct and complete in all respects. This Agreement constitutes a legal, valid and binding obligation upon each party and is enforceable by its Terms and Conditions. Licensee acknowledges that such Terms and Conditions may be updated by MPLC at the beginning of a Contract Year by providing notice of such updates no later than sixty (60) days prior to the end of the previous Contract Year, with such updates being subject to Licensee's right to terminate pursuant to Section 3 hereof.
15. Limited Waiver. 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.
16. Integration; Choice of Law. The Application and these Terms and Conditions contain the full and complete agreement between MPLC and Licensee. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be construed in accordance with the laws of the United States and the State of California.