

AIG MULTIMEDIA PRODUCER POLICYSM APPLICATION

NOTICE: THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE RETENTION AMOUNT. IF THE POLICY IS ISSUED, COVERAGE WILL BE ON A CLAIMS-MADE AND REPORTED BASIS. THE POLICY PROVIDES COVERAGE ONLY FOR THE PRODUCTION TITLE YOU PROVIDE HEREIN.

“You,” “Your” or “Applicant” refer individually and collectively to the **Applicant** and the authorized agent for the person or entity proposed for this insurance.

I. GENERAL INFORMATION

Full Name of Applicant :			
Applicant Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC		
Applicant Ownership:	<input type="checkbox"/> Publicly traded <input type="checkbox"/> Privately held		
Mailing Address:			
Telephone:		Applicant State of Formation:	
Contact E-Mail Address:		Number of Employees:	
Applicant is more than 30% owned by a publicly traded company <input type="checkbox"/> Yes <input type="checkbox"/> No	Aggregate Limit Sought: <input type="checkbox"/> \$1 mil <input type="checkbox"/> \$3 mil <input type="checkbox"/> \$5 mil	Per Claim Limit Sought: <input type="checkbox"/> \$1 mil <input type="checkbox"/> \$3 mil <input type="checkbox"/> \$5 mil	Retention: <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$100,000

II. PRODUCTION INFORMATION

1. Title of Production that is to be insured (Named Production):	
2. Please provide a synopsis of Named Production :	
3. Named Production budget:	\$
4. <i>Check each that apply in whole or in part to the Named Production and provide requested information where applicable:</i>	

Motion Picture:	Television Program:	Radio Program:
<input type="checkbox"/> for Theatrical Release	<input type="checkbox"/> Dramatic	<input type="checkbox"/> Music Format
<input type="checkbox"/> for Television Release	<input type="checkbox"/> Musical, Comedy, or Variety Special	<input type="checkbox"/> Talk Format
<input type="checkbox"/> for Cable/Satellite/Wireless Release		<input type="checkbox"/> Shock Jock
<input type="checkbox"/> for DVD/Videotape Release	<input type="checkbox"/> Series _____ Episodes	<input type="checkbox"/> News Format
<input type="checkbox"/> for Internet Release	<input type="checkbox"/> Pilot	<input type="checkbox"/> Hidden microphone used during program
<input type="checkbox"/> for Game Release	<input type="checkbox"/> News	<input type="checkbox"/> Prank phone calls made during program
<input type="checkbox"/> Musical/Comedy	<input type="checkbox"/> Documentary	<input type="checkbox"/> Religious
<input type="checkbox"/> Dramatic	<input type="checkbox"/> Docu-drama	<input type="checkbox"/> Educational
<input type="checkbox"/> Documentary	<input type="checkbox"/> Unauthorized Biography	<input type="checkbox"/> Investigative
<input type="checkbox"/> Unauthorized Biography	<input type="checkbox"/> Investigative	<input type="checkbox"/> Station sponsors music events
<input type="checkbox"/> Corporate/Government Film	<input type="checkbox"/> Infomercial	<input type="checkbox"/> Station sponsors contests
<input type="checkbox"/> Children/Animation	<input type="checkbox"/> Children/Animation	<input type="checkbox"/> Streamed on Internet
<input type="checkbox"/> Historical/Religious	<input type="checkbox"/> Quiz or Panel	<input type="checkbox"/> Sports
<input type="checkbox"/> Comedy	<input type="checkbox"/> Reality	<input type="checkbox"/> Consumer Advocacy

5. Initial release or air date:

III. CLEARANCE, LICENSES, CONSENTS AND RELEASES

1. Have all performers who will appear in the Named Production entered into a written performance agreement with the Applicant related to their appearance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the Applicant obtained or will obtain a license, consent or release from those persons, animals or characters who appear in the Named Production without a written performance agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. In the past three (3) years, have You been given notice of any potential infringement of another party's intellectual property (IP) rights, including without limitation, copyright or trademark infringement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do You require freelancers, independent contractors, musicians, composers or others who provide You with content:	
A. to assign or license You their rights to the content?	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. to warrant that their work does not violate another party's rights?	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. to indemnify You should an IP infringement claim be made against You ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Will the requirements outlined above in question 4 be specifically met with regards to the Named Production ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. REPRESENTATIONS AND WARRANTIES

1. Has any insurance carrier ever cancelled or non-renewed a policy of Yours that provided the same or similar coverage as the insurance sought? (MISSOURI APPLICANTS NEED NOT REPLY)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are You aware of any claims or legal proceedings made or commenced against You or any of Your officers, members, or partners within the last five (5) years for: (1) invasion of privacy or false light; (2) intellectual property infringement; (3) defamation; or (4) a claim arising out of the alleged submission of any ideas, story line, or script?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Are You aware of any claim or threatened claim made against You or any of Your officers, members, or partners arising out of or related to the Named Production ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Applicant agrees to obtain from third parties from whom it will obtain services or content for the Named Production written warranties and indemnification against claims arising out of the use of such services or content?	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
5. Applicant agrees to use its best efforts to determine whether any content to be used in the Named Production is protected by law and, where necessary, to obtain from parties owning rights therein the right to use same in connection with the Named Production .	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
6. Applicant agrees that as a condition precedent to coverage for claims brought by a claimant who either performed or appeared in the Named Production or a claimant who provided either content or services for the Named Production , the Applicant must have prior to the broadcast or distribution of the Named Production a signed agreement or signed release from such claimant agreeing to the respective appearance, performance, use of content, or use of services made in the Named Production .	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
7. Applicant agrees that as a condition precedent to coverage for a claim brought by a claimant based on the alleged unauthorized use of title, a title search for the Named Production will have been conducted by a title clearance service and a title report submitted to the carrier prior to the occurrence of said claim?	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree

V. ADDITIONAL DOCUMENTS AND INFORMATION INCORPORATED BY REFERENCE

ALL WRITTEN STATEMENTS, MATERIALS OR DOCUMENTS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION, REGARDLESS OF WHETHER SUCH DOCUMENTS ARE ATTACHED TO THE POLICY, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF, INCLUDING WITHOUT LIMITATION ANY SUPPLEMENTAL APPLICATIONS OR QUESTIONNAIRES.

VI. LEGAL NOTICE AND SIGNATURES

BEFORE YOU SIGN THIS APPLICATION, READ THESE NOTICES CAREFULLY AND DISCUSS WITH YOUR BROKER IF YOU HAVE ANY QUESTIONS.

FOR THE PURPOSES OF THIS APPLICATION, THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF ALL PERSON(S) OR ENTITIES PROPOSED FOR THIS INSURANCE DECLARES THAT, TO THE BEST OF HER/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION, AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE

THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE AGREES THAT IF THE STATEMENTS AND INFORMATION SUPPLIED ON THIS APPLICATION OR INCORPORATED BY REFERENCE CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE **APPLICANT** OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION AND ANY INFORMATION INCORPORATED BY REFERENCE HERETO, SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IS INCORPORATED INTO AND IS PART OF THE POLICY.

SHOULD INSURER ISSUE A POLICY, **APPLICANT** AGREES THAT SUCH POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF THE STATEMENTS AND REPRESENTATIONS IN THIS APPLICATION OR INCORPORATED BY REFERENCE HEREIN. ANY MISREPRESENTATION, OMISSION, CONCEALMENT OR INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS APPLICATION, INCORPORATED BY REFERENCE OR OTHERWISE, SHALL BE GROUNDS FOR THE RESCISSION OF ANY POLICY ISSUED.

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.

STATE FRAUD DISCLOSURES:

NOTICE TO ARKANSAS AND NEW MEXICO 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 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 IN 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 COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

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 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.

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

The undersigned is a duly authorized representative of the Applicant and hereby acknowledges that reasonable inquiry has been made to obtain the answers herein which are true, correct, and complete to his/her best knowledge and belief.

Signed _____
(Duly authorized representative, by and on behalf of the **Applicant**)

Date _____

Title _____ Organization: _____
(must be signed by an authorized officer) (organization's seal)

Attest _____
(Duly authorized representative, by and on behalf of the **Applicant**)

Producer _____

License Number _____

Address _____

AIG MULTIMEDIA PRODUCERTM LIABILITY POLICY

NAMED PRODUCTION CLEARANCE PROCEDURES

The following is a guide and not a comprehensive checklist for the Insured's attorney who should make certain that proper clearance procedures have been followed prior to final cut or first exhibition of the named production(s). It may not cover all situations, which may arise, given the variety of productions. We urge all Insureds to review the following points carefully with their attorney and to continually monitor the production at all stages to make certain that the named production contains no material which could give rise to a claim:

1. The script should be read prior to commencement of production to eliminate material, which is defamatory, violates rights of privacy and publicity or is otherwise potentially actionable.
2. If the script is an unpublished original, the origins of the work should be ascertained - basic idea, sequence of events and characters. It should be ascertained if submission of any similar properties have been received by the Insured. If so, the circumstances as to why the party submitting the material would not claim theft or infringement should be described in detail.
3. The origin of the work should be traced and a copyright report must be obtained unless the work is an unpublished original not based on any other work. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired, a similar review should be made on copyright and renewals on any copyrighted underlying property.
4. Prior to final title selection, a title report should be obtained from a recognized source setting forth prior uses of the same or similar titles, and if there is a conflict, the title should be changed.
5. Whether production is factual or fictional, it should be certain that no names, faces or likenesses of any recognizable living persons (or locations) are used unless written releases have been obtained. A release is unnecessary if person is part of a crowd scene or shown in a fleeting background or if the location is not identifiable. Telephone books or other sources should be checked when necessary. If the recognizable or identifiable person is deceased, releases must be obtained from the personal representative or heirs of such person. Releases can only be dispensed with if the Insured provides the insurer with specific reasons in writing as to why such releases are unnecessary and the insurer accepts such reasons. The term "living persons" includes thinly disguised versions of living persons or persons who are readily identifiable because of identity of other characters or because of the factual, historical or geographic setting.
6. Releases from living persons should contain language which gives the Insured the right to edit, delete material, juxtapose any part of the film with any other film, change the sequence of events or of any questions posed and/or answers, fictionalize persons or events including the release and to make any other changes in the film that the Insured deems appropriate. If a minor, consent has to be legally binding.
7. If music is used, the Insured must obtain all necessary synchronization and performance licenses.
8. Written agreements must exist between the Insured and all creators, authors, writers, performers and any other persons providing or owning material (including quotations from copyrighted works) or on-screen services.
9. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases should be secured. This is not necessary if non-distinctive background use is made of real property.

10. If the production involves actual events, it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, public records, etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.).
11. If the intent is to use the production to be insured on video discs, tape cassettes or other new technology, rights to manufacture distributed and release the production should be obtained, including the above rights, from all writers, directors, actors, musicians, composers, and others necessary therefor, including proprietors of underlying materials.
12. If the production contained any film clips, the Insured must obtain clearances for the second use which are to be obtained from the owner of the clip or those who have the right to grant such authorization who are supplying on-screen services or supplying material. Special attention should be paid to music rights, as publishers are taking the position that a new synchronization and performance license is required.
13. Aside from living persons, even dead persons (through their personal representatives or heirs) have a "right of publicity" especially where there is considerable fictionalization. Clearances should be obtained where necessary.
14. Prior to any public exhibition of the production, it should be previewed to assure that the Clearance Procedures have been followed.