



HUNTER KEILTY MUNTZ & BEATTY
International Insurance Brokers

PRODUCER'S ERRORS & OMISSIONS APPLICATION

1. Name of Applicant: _____

2. Address: _____

3. Applicant is a: Corporation ____ Individual ____ Partnership ____ Joint Venture ____

4. Names and Titles of Principal Officers, Partners or Individuals:

5. Name of Producer (Individual): _____
Name of Executive Producer (Individual): _____

6. Required Effective Date: _____ Required term of policy __ year(s)

7. Title of Production to be Insured: _____

8. Has Title Report been obtained from any Title Clearance Service? Yes ____ No ____
If "Yes", Name the Clearance Service and attach copy of Report. _____

9. a) Date for Completion of Principal Photography: _____
b) Date for First Release or Air Date: _____

10. Required Limits for Desired Coverage: For any one claim: \$ _____
In the Aggregate : \$ _____
Deductible : \$ _____

11. Coverage is available for the following optional items. If coverage is required for these items an additional Premium will be charged.

a) Merchandising: Yes ____ No ____ If "Yes", provide description of merchandise and the estimated revenue: _____

b) Loss of Advertising or Promotional expenses, due to an Injunction : Yes ____ No ____

12. Synopsis of Story: _____

13. Names of Authors and Writers:
a) Of Underlying Works: _____

b) Of Screenplays, etc: _____

14. Production is: Motion Picture for Initial Theatrical Release _____ Running Time : _____
Motion Picture for Initial Television Release _____ Running Time : _____
Television Pilot _____ Running Time : _____
Television Special _____ Running Time : _____
Television Series _____ Running Time : _____
Number of Episodes _____ Radio Series _____
Running Time : _____
Number of Programs each Week _____
Number of Weeks _____
Videocassette _____ Running Time : _____
Other (Describe Fully) _____

15. Is the Production : Quiz of Panel _____ Interview of Forum _____ Variety _____ Musical _____
Dramatic _____ Children's Show _____ Documentary _____ Mini Series _____ Docudrama _____
Other _____

16. Are actual events portrayed in the Production? Yes _____ No _____

17. Is the Production: Entirely Fictional _____ True Portrayal of Events or Happenings _____
Entirely Fictional but inspired by specific Events or Happenings _____ Portrayal of actual Events
or Happenings, but which includes significant fictionalization _____

18. Is the Production based on another Work? Yes _____ No _____ If "Yes",
Explain _____

19. Name and Address of Applicant's Attorney : Individual : _____
Firm : _____ Telephone: _____

20. Has Applicant's Attorney read the Clearance Procedures attached to this Application? Yes _____
No _____ If " No" , Explain: _____

21. Has Applicant's Attorney approved as adequate the Clearance Procedures used by the
Applicant in connection with the Production? Yes _____ No _____ If "No", Explain:

22. Is the name or likeness of any living person used or is any living person portrayed (with or
without use of name or likeness) in the Production? Yes _____ No _____
If "Yes", have clearances been obtained in all cases? Yes _____ No _____ If "No", Explain:

Is the name or likeness of any deceased person used or is any deceased person portrayed (with or
without use of name or likeness) in the Production? Yes _____ No _____
If "Yes", have clearances been obtained in all cases from Personal Representatives, Heirs or other
Owners of such rights? Yes _____ No _____ If "No", Explain :

28. Have Musical Rights been cleared? Yes ____ No ____

a. Recording and Synchronization Rights? Yes ____ No ____

b. Performing Rights? Yes ____ No ____

29. If Original Music was commissioned, has a Hold Harmless been obtained from the Composer?
Yes ____ No ____ If " No ", Explain: _____

30. Will A Soundtrack Album or Tape be produced? Yes ____ No ____

31. Will the Production be distributed to the public on Videotapes, Videocassettes, Videodiscs or other technology? Yes ____ No ____

If " Yes ", has Applicant acquired necessary Music and other Licenses and Consents therefor ?
Yes ____ No ____

32. Has Applicant had prior Copyright, Libel, etc. (Producers' Liability) Insurance on the Production to be insured? Yes ____ No ____ (If " Yes ", Attach a Copy of prior Policy)

33. Has Applicant or any Officer(s), Director(s) or Partner(s) ever been refused similar Insurance for this Production or any other Production? Yes ____ No ____ If "Yes", Explain: _____

34. Applicant represents and warrants that neither it, nor any of its Officers, Directors or Partners, or their Counsel, have any knowledge, actual or constructive:

(a) of any claims or legal proceedings made or commenced against the Applicant, or any Officers, Directors, Partners, or subsidiary or affiliated corporations within the last five (5) years for invasion of privacy, infringement of copyright (statutory or common law), defamation, unauthorized use of titles, formats, ideas, characters, plots or other program material embodied in this or any other Production, or breach of implied contract arising out of alleged submission of any literary or musical material.

If no exceptions, Please initial _____

Except as Follows (attach separate sheet if necessary): _____

(b) of any threatened claims or legal proceedings against the Applicant or any Officers, Directors, Partners or subsidiaries or against any other person, firm or corporation arising out or based upon the Productions including title thereof, or any material upon which the Production is or will be based, that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, Please initial _____

Except _____

(a) of any facts, circumstances or prior negotiations by reason of which they, or any of them, believe that a claim might reasonably be asserted or legal proceedings instituted against the Applicant that would be covered by the Policy sought to be obtained by the Applicant.

If no exceptions, Please initial _____

Except as Follows:

35. Attach separate schedule of all known, suspected or reported claims.
36. Applicant agrees to obtain from third parties from whom it obtains matter, material or services for the Production written warranties, representations and indemnities against claims arising out of the use of such matter, material or services, including advertising agencies, advertisers, independent contractors and others providing copy, music, photographs, artwork and other material to be used in the Insured Productions.

Please Initial _____

37. Applicant agrees that it will use due diligence to determine whether any matter or materials to be used in the Production are protected by law and, where necessary, to obtain from parties owning rights therein the right to use the same in connection with the Production.

Please Initial _____

38. COVERAGE, CONFLICTS, ETC.

Applicant understands that there will be special provisions in the Policy (General Condition F.) covering the respective obligations of the Insurer and Applicant to provide DEFENSE and INDEMNITY where coverage issues or conflicts of interest are or may be present.

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 Insured and another Insured under the Policy, with respect to the Insurer or otherwise. In all such circumstances, Applicant recognizes that, under the Policy, the Insurer's obligation is only to provide one (1) counsel for defense of all claims and if any further counsel are desired by Applicant, they may be retained by Applicant, but the costs and expenses of such counsel shall be shared fifty percent (50%) by the Insurer and fifty percent (50%) by Applicant, fees shall be limited to amounts generally paid by the Insurer and representation shall be subject to further terms and conditions contained in the Policy. Applicant understands that the premiums set forth herein, the deductible, and the balance of the terms of the Policy have been specifically set and determined with the foregoing provisions in mind and acknowledges that it has agreed to such method of payment for any additional counsel desired to be retained by Applicant.

Please Initial _____

39. **THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING SPECIFIC UNDERSTANDING:**

- (a) Applicant warrants and represents that the above answers and statements are in all respects true and
- (b) 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.
- (c) All exclusions in the Policy apply regardless of any answers or statements in this Application.
- (d) Deductible Provision - Please note that the Policy stipulates that any deductible or retention shall apply to investigation expenses and defense costs as well as indemnity.
- (e) Applicant understands that the limit of liability, deductible, term of coverage and other terms and conditions in any Policy issued in response hereto may be different than those requested herein and Applicant agrees to such differences.

40. This Application shall be attached to and become a part of any Policy, should a Policy be issued as a result of this Application. The Application shall be deemed a schedule to such Policy, but the signing of this Application does not bind the Applicant or the Insurer unless and until a Policy of Insurance is issued in response to this Application.

=====

Date Signed : _____

Applicant's Signature: _____
(Authorized Representative)

By : _____

Title: _____

Agent/Broker : _____

Contact : _____

Telephone : _____
Fax: _____

CLEARANCE PROCEDURES

The Clearance Procedures below should not be construed as exhaustive and they do not cover all situations which may arise in any particular circumstance or any particular Production.

1. Applicant and its counsel should continually monitor the Production at all stages, from inception through final cut, with a view to eliminating material which could give rise to a claim.
2. The script should be read prior to commencement of Production to eliminate matter which is defamatory, invades privacy or is otherwise potentially actionable.
3. Unless work is an unpublished original not based on any other work, a copyright report must be obtained. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired, a similar review should be made of copyright and renewals on any copyrighted underlying property.
4. 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 submissions of any similar properties have been received by the Applicant and, if so, the circumstances as to why the submitting party may not claim theft or should be described in detail.
5. Prior to final title selection, a Title Report must be obtained.
6. Whether Production is fictional (and location is identifiable) or factual, it should be made certain that no names, faces or likenesses of any recognizable living persons are used unless written releases have been obtained. Release is unnecessary if person is part of a crowd scene or shown in a fleeting background. Telephone books or other sources should be checked when necessary. Releases can only be dispensed with if the Applicant provides the Insurer with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the Insurer. The term "living persons" includes thinly disguised versions of living persons or living persons who are readily identifiable because of identity of other characters or because of the factual, historical or geographic setting.
7. All releases must give the Applicant the right to edit, modify, add to and/or 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 releasee and to make any other changes in the film that the Applicant deems appropriate. If a minor, consent has to be legally binding.
8. If music is used, the Applicant must obtain all necessary synchronization and performance licenses from composers or copyright proprietors. Licenses must also be obtained on prerecorded music.
9. Written agreements must exist between the Applicant and all creators, authors, writers, performers and any other persons providing material (including quotations from copyrighted works) or on-screen services.
10. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if non-distinctive background use is made of real property.
11. If the Production involves actual events, it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses, etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.).

CLEARANCE PROCEDURES (cont'd)

12. Shooting script and rough cuts should be checked, if possible, to assure compliance with all of the above. During photography, persons might be photographed on location, dialogue added or other matter included which was not originally contemplated.
13. If the intent is to use the Production to be insured on Videotapes, Videocassettes, Videodiscs or other technology, rights to manufacture, distribute and release the Production must be obtained, including the above rights, from all writers, directors, actors, musicians composers and others necessary therefor, **Including proprietors of underlying materials.**
14. Film clips are dangerous unless licenses and authorizations for the second use are obtained from the owner of the clip or party authorized to license the same, as well as licenses from all persons rendering services in or supplying material contained in the film clip; e.g. underlying literary rights, performances of actors or musicians. Special attention should be paid to music rights as publishers are taking the position that new synchronization and performance licenses are required.
15. Aside from living persons, even dead persons (through their personal representatives or heirs) have a "right of publicity", especially where there is a considerable fictionalization. Clearances must be obtained where necessary. Where the work is fictional in whole or in part, the names of all characters must be fictional. If for some special reason particular names need not be fictional, full details must be provided to the Insurer in an attachment to the Application.
16. Consideration should be given the likelihood of any claim or litigation. Is there a potential claimant portrayed in the Production who has sued before or is likely to sue again? Is there a close copyright or other legal issue? Is the subject matter of the Production such as to require difficult and extensive discovery in the event of necessity to defend? Are sources reliable? The above factors should be considered in your clearance procedures and recommendations.