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**ENTERPRISE MEDIA SOLUTIONS**

**Film & Entertainment Production Liability Application for Insurance**

**Instructions for Completing this Application:**

This is a fillable Microsoft Word Document.

Please answer all questions fully. If you are unable to answer any question or any part thereof, please provide an explanation in a supplemental document.

Please sign and date this application when complete, and please include the name and title of the person completing this application.

Please include the following attachments with the completed application:

* A video/DVD copy of the Production, or a link to a website address where the production may be viewed;
* The résumés or curricula vitae of the Producer(s) and Executive Producer(s) if they have less than three years of experience;
* A copy of your standard contracts with authors, freelance writers, distributors, performers, employees, etc.;
* A copy of any Copyright Report obtained in connection with the production for which coverage is sought;
* A copy of the Title Search and Report if Title Coverage is sought;
* A copy of the budget Top Sheet for the Production;
* If the production is a reality production, a completed and signed Reality Supplement; and
* If cyber coverage is sought, a completed and signed Cyber Liability Supplement.

Please note that the submission of a completed application does not result in an obligation to purchase or bind insurance.

**Applicant Information**

1. Name of Applicant:

Address:

City:  State/Province: Zip/Postal Code:

Website(s):

Telephone Number:

1. Are you seeking coverage for any other “Named Insureds” and/or subsidiaries, affiliates, or other related entities? Yes [ ]  No [ ]

If you answered Yes, please list those entities for which coverage is sought:

1. Are you seeking coverage for any entities as “Additional Insureds” by reason of their vicarious liability (e.g., distributors, financing entities, licensees, etc.)? Yes [ ]  No [ ]

If you answered Yes above, please list those entities for which coverage is sought:

1. Date Applicant was established:
2. Business Type: Corporation [ ]  Partnership [ ]  Joint Venture [ ]  LLC [ ]
3. Ownership Structure: Public [ ]  Private [ ]  Not-for-profit [ ]
4. Is the Applicant wholly or partially owned or controlled by any other entity? Yes [ ]  No [ ]
If you answered Yes above, please provide the name, date established, location and degree of control for each such entity:
5. Does the Applicant, either in whole or part, own, control, manage or operate any other entity not previously listed in this Application? Yes [ ]  No [ ]

If you answered Yes above, please provide complete details:

**Coverage Requests**

**Please note that the insurance coverage to which this Application pertains provides that the policy limit available is reduced by amounts incurred for legal defense costs and expenses and may be completely exhausted by such amounts. CNA will not be liable for any defense costs or expenses nor any settlement or judgment amount after the exhaustion of the policy limit. Please also note that amounts incurred for defense costs and expenses will be applied against the applicable retention.**

1. Desired term of policy: One Year [ ]  Two Years [ ]  Three Years [ ]

Desired policy Limit: Each Claim $ Aggregate: $

Desired Per-claim Retention: $Desired Start Date of Policy:

**Production Information**

1. Title of Production:

Is this a working title or final title? Working Title [ ]  Final Title [ ]

1. Budget & Revenue:
2. Gross Production Budget: $

Above-the-Line: $

Below-the-Line: $

1. Revenues (actual [ ]  projected [ ] ): $
2. Key Production Personnel:
3. Names(s) of: Producer(s) and Executive Producer(s):
4. Name(s) of scriptwriter(s):
5. Name of Director:
6. Is this Production entirely original to the Applicant? Yes [ ]  No [ ]

If you answered No above, is this Production based on another work, either published or unpublished?
Yes [ ]  No [ ]

If you answered Yes, above, please provide the title(s), author(s) and date(s) of publication of the underlying work:

1. Type of Production (select all that apply):

|  |  |
| --- | --- |
| [ ]  | Film for Full Theatrical Release (including Platform Release) |
| [ ]  | Film for Limited Theatrical Release (less than 10 screens in the United States) |
| [ ]  | Film for Television Release |
| [ ]  | Film for Online Streaming Release Only |
| [ ]  | Film for Direct to DVD |
| [ ]  | Television Series—Broadcast or Cable Release  | Number of Episodes:  |
| [ ]  | Television Series—Online Streaming Release | Number of Episodes:  |
| [ ]  | Other Online Video; please describe:  |
| [ ]  | Documentary, Industrial, Commercial or Educational (DICE) |
| [ ]  | Radio or Podcast Series (Audio Only) | Number of Episodes:  |
| [ ]  | Live Theatrical Production |
| [ ]  | Other Live Performance |
| [ ]  | Other Not Listed Above; please describe:  |

1. Nature of the Production:

Is the Production:

Entirely fictional? Yes [ ]  No [ ]

Fictional but based upon or inspired by actual events or persons? Yes [ ]  No [ ]

A dramatization of actual events that contains fictionalized elements? Yes [ ]  No [ ]

Genre (select all that apply):

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| [ ]  | Drama  | [ ]  | Comedy | [ ]  | Action/SciFi |
| [ ]  | Horror | [ ]  | Children’s | [ ]  | Musical |
| [ ]  | Variety | [ ]  | Documentary | [ ]  | Investigative |
| [ ]  | Animated | [ ]  | Commentary/Opinion | [ ]  | Music Video |
| [ ]  | Recording of Live Event | [ ]  | Reality/Unscripted | [ ]  | Sports |
| [ ]  | Commercial | Name of Client/Ad Agency:  |
| [ ]  | Industrial  | Name of Client:  |
| [ ]  | Other | Please describe:  |

1. If the production is for a DVD release, will additional bonus material be included on the DVD?
Yes [ ]  No [ ]

If you answered Yes above, will the bonus content be subject to the same clearance as the Production?
Yes [ ]  No [ ]

1. Production Synopsis
(Please provide a brief description the storyline/subject matter of the Production):

|  |
| --- |
| **Add text here** |

1. Actual or estimated running time of the Production (if a series, duration of each episode):
2. If the Production is a Television Series, has insurance coverage similar to that sought here been obtained for any previous seasons of the series? Yes [ ]  No [ ]

If you answered Yes, please provide:

Company:       Policy Number:

Policy Limits: $      Retention: $      Premium: $

1. Is the Production a sequel, prequel or “spinoff” of any previously released work, other than any underlying work identified in in response to question 6 above? Yes [ ]  No [ ]

If you answered Yes above, please list the title(s) and release date(s) of such works:

**Distribution Information**

1. Name of distributor:
	1. Date of distribution contract:
	2. Territory covered by contract:
	3. Term of Insurance required by contract:
2. Estimated date of first release, broadcast or airing of the Production:

**Merchandising Information**

1. Will any merchandise (e.g., action figures, toys, apparel, games, etc.) be created as tie-ins to the Production?
Yes [ ]  No [ ]
	1. If you answered Yes, please describe all such merchandise:
	2. What is the projected revenue from the sale of such merchandise? $
	3. Have you obtained from all authors, artists, performers, etc. the necessary consents and/or permissions to produce and distribute such merchandise? Yes [ ]  No [ ]
	4. Will appropriate trademark clearances be conducted prior to the sale or distribution of any merchandise that might be subject to trademark, unfair competition or similar claims?
	Yes [ ]  No [ ]
	5. Is the merchandise being designed by: the Applicant? [ ]  or Licensees? [ ]

If the merchandise is being designed by licensees, have you obtained warranties and indemnities from those Licensees that their designs, packaging and marketing for the merchandise do not infringe on the rights of third parties? Yes [ ]  No [ ]

**Clearance Procedures**

1. Applicant’s Media Attorney Information:
	1. Please provide the name address and telephone number of the attorney who has (or will) perform all clearances and review all releases, contracts, and title and copyright reports in connection with the Production:

Law Firm Name:

Name of Attorney:

Address:

Telephone Number:

Law Firm Website:

* 1. Have you and your Media Attorney reviewed the attached Clearance Procedures and agreed to exercise due diligence in insuring that those procedures are followed with respect to the Production for which you are seeking coverage? Yes [ ]  No [ ]

If you answered No above, please provide an explanation as to why and provide a detailed description of the clearance procedures that will be or were used in connection with the Production, attaching a copy of such procedures if available:

* 1. Has your Media Attorney reviewed the Production’s script and prepared a Script Report? Yes [ ]  No [ ]

If you answered No to 17.c. above, please explain why no such report was prepared:

If you answered Yes to 17.c above, did the Script Report recommended any changes to the script?
Yes [ ]  No [ ]  If Yes, did you follow those recommendations? Yes [ ]  No [ ]

If you did not follow those recommendations please explain:

* 1. If the Production has been completed, has your Media Attorney reviewed the completed Production?
	Yes [ ]  No [ ]

If you answered Yes to 17.d above, has your Media Attorney recommended any changes to the to the version of the Production that was reviewed? Yes [ ]  No [ ]  If Yes, did you follow those recommendations?
Yes [ ]  No [ ]

If you did not follow those recommendations please explain:

If you answered No to 17.d above, will your Media Attorney review the completed Production prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]

1. Will the name or likeness of any **living** person be used or appear in the Production?
Yes [ ]  No [ ]
	1. If you answered Yes above, have releases been obtained from those individuals?
	Yes [ ]  No [ ]
	2. If you answered No, to 18.a above, will releases be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]
	3. If you answered No to 18.b above, please explain why releases will not be obtained:
2. Will the name or likeness of any **deceased** person be used or appear in the Production?
Yes [ ]  No [ ]
	1. If you answered Yes above, have releases been obtained from the estates or representatives of those deceased persons? Yes [ ]  No [ ]
	2. If you answered No, to 19.a above, will releases be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]
	3. If you answered No to 19.b above, please explain why releases will not be obtained:
3. Is there any reasonable expectation that a living person might be able to claim to be identifiable in the Production whether or not that person’s name or likeness is actually used or that the Production is intended to be entirely fictional? Yes [ ]  No [ ]
	1. If you answered Yes above, have releases been obtained from that person? Yes [ ]  No [ ]
	2. If you answered No, to 20.a above, will a release be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]
	3. If you answered No to 20.b above, please explain why a release will not be obtained:
4. Have you or your representatives failed to obtain any of the following releases or agreements after having attempted to secure such releases or agreements?
	1. The rights or licenses to any literary, musical or audiovisual work(s)? Yes [ ]  No [ ]
	2. In connection with the Production, any release from any living person(s) or the estate or representatives of any deceased person(s), including performers and other persons depicted in the Production? Yes [ ]  No [ ]
	3. If you answered Yes to either 21.a or b. above, will such releases or agreements be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]
5. Title Report
	1. Has a Title Report for the Production been obtained from a title clearing service? Yes [ ]  No [ ]

If Yes, please attach a copy of the Title Report.

If No, please explain why you have not obtained a Title Report?

* 1. If you answered Yes to 22.a above, has your Media Attorney reviewed the Title Report to ascertain the existence of any titles, trade or service marks or other matter that might reasonably give rise to claims by third-parties that your use of the Title of Production referenced in Question 3 above would on the rights of those third parties? Yes [ ]  No [ ]

If Yes, please provide details:

* 1. If your Media Attorney has not reviewed the Title Report, please explain:
1. Copyright Report
	1. If the Production is not entirely original has a Copyright Report for the Production been obtained from a title clearing service? Yes [ ]  No [ ]

If Yes, please attach a copy of the Copyright Report.

* 1. Are there any gaps or ambiguities in the chain of title? Yes [ ]  No [ ]
	2. Has your Media Attorney investigated the chain of title with respect to all grants, transfers or assignments of rights to all underlying works to confirm that you have valid rights to those works for purposes of the Production? Yes [ ]  No [ ]
	3. Is there any literary or other material in the Production that was first copyrighted prior to January 1, 1978?
	Yes [ ]  No [ ]

If you answered Yes to 22.d above, please provide details:

1. Similar Concepts/Scripts
	1. If the Production is based on an original concept or script, are you aware of any similar concept or script? Yes [ ]  No [ ]
	2. Has any similar concept or script been previously submitted to any Producer, Executive Producer or Director working on the Production? Yes [ ]  No [ ]

If you answered Yes, to either 24.a or b above, has your Media Attorney reviewed such similar concept or script and concluded that you may safely proceed with the Production?
Yes [ ]  No [ ]  If you answered No, please explain:

1. Have you obtained from all writers and/or other content creators who provide content used in the Production warranties of originality and non-infringement and indemnity against third-party claims? Yes [ ]  No [ ]

If no, will such warranties and indemnification be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]

1. Have you obtained from all performers and other persons appearing in the Production a written agreement consenting to their appearance in the Production? Yes [ ]  No [ ]

If no, will such agreements be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]

1. Will any film, television or other video clips or excerpts or any photographs be used in the Production?
Yes [ ]  No [ ]  If you answered Yes:
	1. Have all licenses and/or consents to use such content been obtained from the copyright owner?
	Yes [ ]  No [ ]
	2. Have you obtained from any person or persons depicted in such content a release or consent to use their likeness in the Production? Yes [ ]  No [ ]
	3. If you have not yet obtained any licenses, consents or releases referenced in 27.a & b above, will they be obtained prior to the first airing, broadcast, release or distribution of the Production?
	Yes [ ]  No [ ]
2. Are you relying on the Fair Use Doctrine (or any analogous doctrine outside the United States) in connection with the Production? Yes [ ]  No [ ]

If you answered Yes, please attach the following:

1. A copy of the final Production;
2. A “clip log” that details and identifies each instance in which you are asserting fair use, including the location (timestamp) within the Production, the identity of the copyright owner and whether consent was sought for the use.
3. A Fair Use Opinion Letter from your Media Attorney regarding your assertion of fair use.
4. Have the following musical rights been obtained from the authors, composers and/or performers of music specifically commissioned for the Production or cleared with the owners of pre-existing music or recordings featured in the Production?
	1. Synchronization and recording rights? Yes [ ]  No [ ]
	2. Performance rights? Yes [ ]  No [ ]
	3. Distribution rights? Yes [ ]  No [ ]

If you answered No, to any of 29 a, b or c, will such rights be obtained they be obtained prior to the first airing, broadcast, release or distribution of the Production?
Yes [ ]  No [ ]

1. Has original music has been commissioned for the Production

If Yes, have warranties of originality and non-infringement and indemnification against third-party claims been obtained from the composer(s) of such music? Yes [ ]  No [ ]

If No will such warranties and indemnification be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]

**Claims Experience**

**It is expressly agreed and understood that with respect to your responses to Questions 31 and 32, should such knowledge or information exist at the time this Application is completed, any claim, action or proceeding arising from such knowledge or information is excluded from the coverage sought by this Application.**

1. Has the Applicant, or any person or entity affiliated with the Applicant received in the past five (5) years any correspondence or other communication from any person or entity asserting ownership of any aspect of the Production or disputing the use of any material, matter, content or services in connection with the Production? If you answered No, above, will such warranties and indemnification be obtained prior to the first airing, broadcast, release or distribution of the Production? Yes [ ]  No [ ]

If you answered Yes, please describe that correspondence or communication in detail:

1. Within the past five (5) years, has any lawsuit or other proceeding asserting a claim that could be covered by the insurance sought by this application been commenced against the Applicant, its predecessors-in-interest, subsidiaries or affiliates, or against any of its past or present owners, partners, officers or employees?
Yes [ ]  No [ ]

If you answered Yes, please describe the lawsuit(s) or proceeding(s) in detail:

**Current Insurance**

1. Within the past three (3) years, has any similar insurance been issued to you? Yes [ ]  No [ ]

If you answered Yes, please provide:

Company:  Policy Number:

Policy Limits: $ Retention: $ Premium: $

**Missouri Applicants do not answer Question 34**

1. Has any insurer ever declined, cancelled or refused to renew any similar insurance issued to you?
Yes [ ]  No [ ]

If you answered Yes, please provide details:

**Representations and Warranties**

The undersigned authorized officer of the **Named Insured** hereby represents and warrants that after full investigation and inquiry, on behalf of and all persons and entities proposed for coverage (the “Proposed Insureds”), that no **Insured** has knowledge of any:

1. pending or prior suit, regulatory action or other proceeding, claim, demand, alternative dispute resolution, request to toll or waive a statute of limitations, subpoena, or investigation (any of which being a “Known Claim”) of or against any Proposed Insured concerning any activity or matter to be covered under the proposed coverage, except as detailed in the attached disclosure; nor of any
2. actual or alleged act, error, omission, fact, situation or circumstance (any of which being a “Potential Exposure”) that would give a reasonable person cause to suspect that such Potential Exposure might give rise to a **Claim** under the proposed coverage,

except as detailed in the attached disclosure (if applicable).

**The Proposed Insureds agree to attach complete details of any Known Claim or Potential Exposure. If there is no Known Claim and no Potential Exposure, check here:** **[ ]**

The Proposed Insureds acknowledge and agree to a continuing obligation to report as soon as practicable any material changes in all warranties, disclosures and attachments, after the signing the application or of this warranty and prior to issuance of the policy, if issued, and further acknowledges that the insurer shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon any disclosures.

If any such Known Claim or Potential Exposure exists, then, unless the proposed insurance policy expressly provides otherwise, any loss arising out of, based upon or attributable to such Known Claim or Potential Exposure shall be excluded from coverage.

It is understood and agreed by all concerned that if any of the proposed natural person **Insureds** is responsible for or has knowledge of Potential Exposure that he or she has reason to suppose might result in a future **Claim**, whether or not described in an attached disclosure, then any **Claim** emanating there from shall be excluded from coverage under the proposed insurance as to: (i) such natural person **Insureds**; and (ii) the **Named Insured** and any **Subsidiaries**, if any such proposed natural person **Insured** is an **Executive Officer**. The responsibility or knowledge of any individual shall not be imputed to any other individual for the purposes of determining the availability of coverage.

The Proposed Insureds understand and agree that this letter and any attachments hereto will form a part of the application for any proposed coverage and a part of any insurance policy issued upon such application, and that the specially formatted terms used in this letter have the definitions set forth in the policy if applicable. The Proposed Insureds also understand and agree that in underwriting the risk to be assumed, the Insurer has relied upon the representations and warranties as being accurate and complete and the basis of the proposed coverage.

**FRAUD NOTICE – WHERE APPLICABLE UNDER THE LAW OF YOUR STATE**:

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 or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (For District of Columbia residents only: 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.) (For Florida residents only: 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 of the third degree.) (For Kansas residents only: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.) (For Louisiana residents only: 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.) (For Maine residents only: 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.) (For Maryland residents only: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.) ( (For New Jersey Residents Only: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.) (For New York residents only: 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.) (For Oklahoma residents only: 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.) (For Pennsylvania residents only: 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.) (For Puerto Rico residents only: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars ($5,000) nor more than ten thousand dollars ($10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.) (For Rhode Island residents only: 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.  (For Tennessee residents only: Penalties include imprisonment, fines and denial of insurance benefits.) (For Oregon 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 or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, may have committed a fraudulent insurance act, which may be a crime and may be subject to civil fines and criminal penalties.) (For Vermont residents only: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.) (For Virginia residents only: (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.) (For Washington residents only: 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.) (For West Virginia residents only: 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.)

I hereby acknowledge that the aforementioned statements and answers are correct and complete. I agree that any coverage issued will be contingent upon the truth of the preceding information.  I further understand that any incorrect or incomplete statement could void my coverage. I hereby authorize the CNA Insurance Companies to release the information on this application and associated underwriting information.

**Applicant:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative of the Firm Printed Name of Authorized Representative

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLEARANCE PROCEDURES**

*The following information is not offered as legal advice and should not be acted on as such. Nothing herein shall be construed as creating an attorney-client relationship. You should contact an attorney to obtain advice to the extent appropriate. The below information is provided "as is" without representation or warranty of any kind. Any representation or warranty that might be implied is expressly disclaimed.*

The list of Clearance Procedures below should not be viewed as an exhaustive list, and it does not cover all situations that may arise. Please consult with counsel to determine what additional steps should be taken, if any.

Clearance has the purpose of ensuring that the insured production is not vulnerable to litigation. In general, you should ensure that:

all necessary rights, including all intellectual property rights needed to produce, exhibit, and distribute a work in any medium, are secured before you fill in this form, or will be secured as soon as practicable;

if the production to be insured carries any legal risk, such as defamation allegations, the risk is cleared; and

any advice of counsel has been followed.

Accordingly, you and your attorneys should be sure, before the first publication of the insured production, that:

1. The insured production has been fully cleared for legal liability by reasonably qualified counsel, and that any changes recommended by counsel have been implemented;
2. All necessary rights have been obtained, both domestically and internationally, including any extensions and renewals, for all intellectual property contained in the insured production. The origin of all works on which the insured production is based must be also traced and cleared in order to determine that you have all the required rights. If full, current rights are not timely obtained, any limitations and/or reservations must disclosed to us, along with a full explanation;
3. Written, valid and enforceable agreements exist between you and the creators, composers, authors, writers, publishers, owners, etc. of all matter and material (including quotations or samples from copyrighted literary works, film, television, and audio clips, clips of pre-existing music, featured copyrighted props or background such as maps, buildings and logos, etc.) used in the insured production, as appropriate, authorizing you to use the material in the insured production (except when unnecessary, e.g. due to “fair use” or “fair dealing”). All agreements should include a waiver of “moral rights” or any applicable equivalent;
4. Any necessary synchronization and performance licenses have been obtained from the author, composer, publisher or copyright owner of all music used in the insured production. Licenses must also be obtained from the owners of recordings for the use of previously recorded music. **Music coverage will not be offered until written confirmation that all licenses have been obtained is submitted to and approved by the Company**;
5. All contracts and releases are legally valid, binding, and enforceable, and give you the right to market the insured production for use in all media, formats and markets, including the right to manufacture, distribute and release the production. Any failure to secure full rights must be reported to us as soon as you become aware of same;
6. If the insured production contains any film clips, you have obtained all needed authorizations to use the clip from the owner of the clip who has the right to grant such authorization, and have also obtained any needed authorizations from the others owners of and contributors to the film clip, e.g. the underlying intellectual property owners, creators, performers, etc.. **NO COVERAGE WILL BE PROVIDED FOR CLAIMS ARISING OUT OF MATTER THAT IS USED PURSUANT TO FAIR USE (OR ANY EQUIVALENT DOCTRINE) UNLESS AND UNTIL A SATISFACTORY FAIR USE OPINION LETTER PREPARED BY APPLICANT’S MEDIA COUNSEL HAS BEEN SUBMITTED TO AND APPROVED BY THE COMPANY**;
7. All releases give you the right to edit, modify, rearrange, juxtapose, add to, delete or otherwise change any or all of the material supplied by a releasor if the Applicant so decides;
8. Any uses of copyrighted material in its renewal or extension term must be authorized by persons or entities permitted by law to renew or extend;
9. All contracts, releases, waivers, grants of rights of every kind (including all prior grants in your chain of title) must authorize you to use the acquired material in your production and to assign or sublicense it in any form;
10. The origins of a work are ascertained. Ensure that no party with a connection to the insured production has received any material, ideas, formats, storylines, or draft or completed works from any third parties that are similar to the insured production. If any such matter was received, we must be provided notice of the full details of the situation as soon as practicable, you must have a process for dealing with same, and releases, waivers and/or property rights must be obtained where appropriate;
11. Copyright reports are obtained for any matter, including matter that underlies another work, and it is confirmed that matter has not been optioned or licensed to another prior to the Applicant acquiring rights. Both domestic and foreign rights, including copyrights and renewal rights, should be checked;
12. A script clearance report is prepared and reviewed before filming, and all recommended changes have been made, including but not limited to review of and changes to: names of characters, organizations, governments, projects, etc.; locations; signage; logos; slogans; quotes; images; sounds; movements or motions; objects; structures; designs; etc. Anything not in the script but which is portrayed in the insured production, such as props, fixtures, costumes, and makeup designs used on set, must likewise be cleared;
13. The producer and counsel review the script, prior to beginning production, to eliminate material that could give rise to a claim. If the insured production has no script, the producer should provide its counsel with a detailed synopsis of the project in advance of production, and, if the project includes a series of episodes, include a detailed synopsis of each episode if there may be meaningful differences in the content of each episode. The producer should also provide counsel with full details about any statements about any party that could be construed as negative, along with details about the veracity of each statement. Potentially actionable content and statements should be avoided whenever possible;
14. During filming, special care is taken to avoid unplanned conduct that could give rise to a claim, such as narration or editing that implies negative things about people, places, things, businesses, other organizations, etc. featured in the production, or filming copyrighted items or performances, trademarks, persons who have not specifically consented to be filmed or minors;
15. The names, faces and likenesses of any recognizable living persons, living or deceased, are not used unless written releases have been obtained, except when a release is unnecessary. Releases can only be dispensed with for insurance purposes if you provide us with specific reasons, in writing, as to why such releases are unnecessary and such reasons are also accepted by us. 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 Company in an attachment to the application. “Recognizable living persons” includes disguised versions of persons, and persons who are identifiable due to the identity of other characters in the production or because of the factual, historical or geographic context of the production;
16. If the production involves actual events, it is confirmed that the creator’s main sources of information are independent and primary, such as contemporaneous and reputable newspaper reports, transcripts of legal proceedings, interviews of witnesses, etc., and not secondary, such as another author’s copyrighted work, autobiographies, etc.;
17. Prior to finalizing the title of the insured production, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS A RECENT TITLE REPORT HAS BEEN SUBMITTED TO AND APPROVED BY US OR THE REQUIRMENT OF A TITLE REPORT IS EXPRESSLY WAIVED IN WRITING BY THE COMPANY**;
18. Any problems relating to the insured production which are not known at the time of completing this application form must be disclosed to us as soon as they arise;
19. We must be informed of any rights-related problems related to material included in the insured production, as soon as you become aware of them, and you must seek advice on such problems from your own attorneys;
20. Any bonus material, interviews or outtakes included on a DVD, any other media version of the production, and shooting scripts and rough-cuts must go through the same clearance procedures as the insured production;
21. The insured production is monitored by the Applicant and its counsel, through all stages, to evaluate risk, and material that could give rise to a claim is eliminated when appropriate;
22. Consideration should be given to the likelihood of any claim or litigation.