

# Umbrella License Application

Please complete the application below and return it by U.S. mail, e-mail, or fax to the MPLC.

Name of Community ("LICENSEE")

Contact Name

Position

Facility Address

City, State, Zip

Billing Address (if different from above)

City, State, Zip

Telephone

Fax

E-mail Address

### Please Calculate License Fee

Manufactured Housing Community Pricing	Total Number Of Spaces	x	Price Per Space	=	Annual License Fee	Maximum Annual License Fee
WMA Members		x	\$2.25	=		\$1,090
Non-Members		x	\$2.85	=		\$1,335

License Fee

Start Date

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

Signature

Title

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

Bill Credit Card:

AMEX  Visa  MasterCard  Discover

Card Number

Expiration Date

Cardholder Signature

Cardholder Name



Send to:

**Motion Picture Licensing Corporation**  
**5455 Centinela Avenue**  
**Los Angeles, CA 90066**

tel. 800.462.8855

fax. 310.822.4440

www.mplc.org

# Terms and Conditions

- The Motion Picture Licensing Corporation ("MPLC") grants licensee ("LICENSEE") a non-exclusive license ("License") to publicly perform copyrighted motion pictures and other audiovisual programs intended for personal, private use only ("Videos") in its "Facility(ies)," under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").
- The 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.
- "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 at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the Term is referred to herein as a "Contract Year." If LICENSEE does not timely notify the MPLC of intent to terminate, the Agreement will remain in effect for the entire Contract Year, and LICENSEE will be responsible for the entire annual fee due to the MPLC hereunder. No refunds or credits will be made by the MPLC in the event of early termination by LICENSEE.
- The public performances authorized by the Agreement shall take place in the Facility(ies) identified in the Application or as LICENSEE otherwise notifies. 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 public performances cannot be used to endorse any goods or services.
- The agreed license fee for the first Contract Year of the Agreement is specified on the Application, which amount is payable to the 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 attendees at performances conducted pursuant to the Agreement. On an annual basis, or upon request by the MPLC, LICENSEE shall furnish the MPLC with the information the MPLC may require to determine the license fee for subsequent Contract Years. The license fee for each subsequent Contract Year shall be due and payable no later than the commencement 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.
- The specific titles which may be publicly performed by LICENSEE under the Agreement are motion pictures produced and/or distributed by MPLC affiliated motion picture companies only. The MPLC represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of the Agreement, the MPLC may send LICENSEE at any time during the term of the Agreement binding notices that certain titles cannot be or may no longer be publicly performed under the Agreement. Such notices shall be binding and effective upon LICENSEE when received.
- LICENSEE may publicly perform the specific titles covered by the Agreement by means of lawfully manufactured Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining the motion pictures and other programs is that of LICENSEE, and that the costs of acquiring such media are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.
- LICENSEE may not unlawfully duplicate, edit or otherwise modify the audiovisual product obtained for public performance purposes under the Agreement.
- 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 motion pictures covered by the Agreement are solely LICENSEE's responsibility and are not the responsibility of the MPLC. To the best of the MPLC's knowledge, no such separate fees are presently in effect.
- The Agreement may not be assigned by LICENSEE, without the prior written consent of the MPLC, except that LICENSEE shall (a) assign the 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 LICENSOR under this Agreement. The Agreement may be assigned by the MPLC.
- 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 the MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of the MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify the MPLC within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
- Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified as listed on the Application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
- The MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate the 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 the 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 the Agreement. If any part of the Agreement shall be determined unenforceable, the remainder of the Agreement shall remain in full force and effect.
- In the event the MPLC engages an attorney to enforce its rights under the Agreement by virtue of the breach on the part of LICENSEE, of any term of the Agreement, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by the MPLC.
- In the event that the MPLC incurs any costs or fees in connection with the collection of any amounts past due to the MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to the MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
- LICENSEE guarantees that the information provided by LICENSEE is true, correct and complete in all respects. The 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 the 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.
- Any and all rights not granted to LICENSEE in the Agreement are expressly reserved to the MPLC and/or its motion picture licensors.
- To the extent that, prior to the commencement date of this Agreement, LICENSEE may have infringed upon rights held by the MPLC, the 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. The 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.
- The Agreement contains the full and complete agreement between the MPLC and LICENSEE and shall be construed in accordance with the laws of the United States and the State of California.

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# The Umbrella License



The Copyright Compliance Solution for the Legal Use of Motion Pictures and Other Audiovisual Programs in Manufactured Housing Communities

# Why Do We Need a License?

Copyrighted motion pictures and other audiovisual programs that are available for rental or purchase in any legal format, such as DVDs or other digital formats ("Videos"), are intended for personal, private use only. Viewings in facilities, such as shared, communal areas of a residential community, require a license.

Title 17 of the U.S. Copyright Act gives copyright owners control over the use of their works. Civil penalties for unauthorized exhibitions start at \$750 for each inadvertent infringement and go as high as \$150,000 for each egregious violation.



## Legal Peace of Mind is Within Reach

The Motion Picture Licensing Corporation ("MPLC") is an independent copyright licensing service exclusively authorized by motion picture studios to grant the Umbrella License. The license allows for unlimited showings of all MPLC authorized motion picture titles within licensed facilities. The Umbrella License provides the most diverse programming available from over 650 producers, ranging from major Hollywood and independent studios, to family friendly and foreign producers.

*It takes less time to do it right than explain to someone why you did it wrong.*

## The Simple Solution

If your community plans to show movies in any capacity, whether for a family movie night, outdoor cinema under the stars, or incidental exhibitions in a clubhouse, please be advised that a license is required. Now is the best time to take advantage of your Western Manufactured Housing Communities Association (WMA) membership and save on the MPLC Umbrella License.

The Umbrella License is the simple and affordable way for your community to enjoy the benefits of Video showings and ensure copyright compliance. The license covers lawfully obtained Videos by MPLC's wide range of producers that have been purchased, rented, or borrowed from any legitimate source. Over 250,000 locations in the U.S. and over 450,000 locations worldwide have the Umbrella License.

Through a longstanding partnership with the MPLC, members of WMA can save over 15% on the cost of an annual Umbrella License. With the Umbrella License, communities gain access to a variety of programming options, ranging from popular events like outdoor "Movies Under the Stars" to an indoor holiday film.

**MPLC**  
Motion Picture Licensing Corporation



# Questions & Answers

- Q** We own the Video. Do we still need a license to view or show it in public?
- A** Yes. The community requires a license for any exhibitions held in communal areas, whether indoors in a clubhouse or outdoors. It does not matter if the Video is owned by a resident. While you may own the actual Video, you are only granted the right to view it in your home, not to perform it in shared public areas of your community.
- Q** We are non-profit and do not charge admission. Do we still need a license?
- A** Yes. The U.S. Copyright Act applies equally to non-profit and for-profit organizations, regardless of whether an admission fee is charged. In fact, the Umbrella License does not cover performances where an admission fee is charged.
- Q** We are not open to the general public. Do we still need a license?
- A** Yes. According to Senate Report No. 94-473, p. 60, "performances in 'semipublic' places such as clubs, lodges, factories, summer camps and schools are 'public performances' subject to copyright control."
- Q** We rent our facility to other groups. Can we be liable for copyright infringement?
- A** Yes. The exhibitor is considered the "primary infringer," but the owner may be held vicariously liable or considered to be a "contributory infringer."

*Henry Wordsworth Longfellow*

Please contact us for simple and affordable copyright compliance:

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5455 Centinela Avenue  
Los Angeles, CA 90066

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fax. 310.822.4440

[www.mplc.org](http://www.mplc.org)



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