

# Umbrella License® Application

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

Name of Organization ("LICENSEE")

Contact Name

Position

Facility Address

City, State, Zip

Billing Address (if different from above)

City, State, Zip

Telephone

Fax

E-mail Address

| Manufactured Housing Community Pricing | Total Number of Spaces | x | Price Per Space | = | Annual License Fee | Maximum Annual License Fee |
|--|------------------------|---|-----------------|---|--------------------|----------------------------|
| WMA Members                            |                        | x | \$2.20          | = |                    | \$1,070                    |
| Non-Members                            |                        | x | \$2.80          | = |                    | \$1,315                    |

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

Signature

Title

Start Date

☐ 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**

www.mplc.org

tel. 800.462.8855  
fax. 310.822.4440

## Terms and Conditions

1. The Motion Picture Licensing Corporation ("MPLC") grants licensee ("LICENSEE") a non-exclusive license ("License") to publicly perform copyrighted motion pictures and other programs from any legally obtained source intended for personal, private, home use only - such as DVDs, in its facility(ies), under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").
2. 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.
3. "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.
4. 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 the audience will be limited accordingly. 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.
5. The agreed license fee for the first contract year of this 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 each anniversary date during the term of the Agreement. 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. 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.
7. LICENSEE may publicly perform the specific titles covered by the Agreement by means of lawfully manufactured and distributed media, 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.
8. LICENSEE may not unlawfully duplicate, edit or otherwise modify the audiovisual product obtained for public performance purposes under the Agreement.
9. 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.
10. The Agreement may not be assigned by LICENSEE, without the prior written consent of the MPLC, except that LICENSEE shall have the right to assign the Agreement in connection with a merger, consolidation or sale of its assets and business provided that LICENSEE guarantees payment of license fees if the assignee does not pay in a timely manner for fees owed. The Agreement may be assigned by the MPLC.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Any and all rights not granted to LICENSEE in the Agreement are expressly reserved to the MPLC and/or its motion picture licensors.
18. To the extent that, prior to the commencement date of the 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. 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.
19. 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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# MPLC®

Motion Picture Licensing Corporation

## The Umbrella License®



The Copyright Compliance  
Solution for the Legal Use  
of Motion Pictures  
in Manufactured  
Housing Communities

## Why Do We Need a License?

Copyrighted motion pictures and other programs that are available for rental or purchase in any legal format, such as DVDs (hereinafter referred to as "Videos") are intended for personal, private use only. Exhibitions in common areas of a manufactured housing community are not defined as "private", and therefore require a public performance 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 425 producers, ranging from major Hollywood and independent studios, to family values and foreign producers.

## The Simple Solution

The Umbrella License is an affordable way for your community to receive copyright permission for Video showings, while protecting yourself from being fined for the illegal use of Videos.

Over 250,000 locations in the U.S. and over 450,000 locations worldwide, from the smallest camps and libraries to the largest multi-national corporations and federal government agencies, have the Umbrella License.

The MPLC licensing procedure is easy; simply complete the application provided in this brochure and send it to our office. The Umbrella License is valid for a year of unlimited exhibitions. Once your Certificate of License is issued, you can immediately begin showing Videos from the MPLC's wide range of producers!

## WMA Members Save

WMA has worked with the MPLC for 20 years to educate members of the need for copyright compliance when movies are shown in common areas of housing communities. With the Umbrella License, communities gain access to a variety of programming options, ranging from popular events like outdoor "Movies Under the Stars" to holiday screenings in a recreation room. Best of all, WMA members receive a discount of over 15% off the non-member rate.

## 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 outside. 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 public areas of your community.
- Q** We are a 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 showings where an admission fee is charged.
- Q** We are not open to the general public. Do we still need a license?
- A** Yes. Any location outside of the home is considered public for copyright purposes. Movie showings in communal areas such as a lounge or clubhouse do not qualify as "home use".
- Q** We rent our facility to other groups. Can we be liable for copyright infringement?
- A** The exhibitor is considered the "primary infringer," but the owner may be held vicariously liable or considered to be a "contributory infringer." It does not matter if residents, guests, or staff program the exhibition; a license is required.

**MPLC**  
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