

# Umbrella License Application

This application and pricing is for common area exhibitions (not transmitted via closed circuit) at freestanding assisted living, nursing, and rehabilitation facilities only. Please contact an MPLC Licensing Representative at (800) 462-8855 or online at [www.mplc.org](http://www.mplc.org) for pricing assistance. Send completed applications to the address or fax below.

\_\_\_\_\_  
Name of Organization ("LICENSEE")

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Facility Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Billing Address (if different than above)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Start Date

2016 Umbrella License Pricing Assisted Living, Nursing, and Rehabilitation Facilities Only			
Total Assisted Living, Nursing, or Rehabilitation Units/Rooms	Price Until December 31, 2016	Price After December 31, 2016	License Fee
	\$2.00/unit first 500	\$3.25/unit first 500	
	\$1.00/unit over 500	\$1.00/unit over 500	

My facility **does not** include an adult day service center or independent living units, apartments, or other similarly defined living quarters, whether freestanding or located in an assisted living facility, nursing facility, rehabilitation facility, continuing care retirement community, or any other type of senior living facility, regardless of how each state defines the facility.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

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

Bill Credit Card:  Visa     MasterCard     AMEX     Discover

\_\_\_\_\_  
Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Cardholder Name

# Terms and Conditions

- 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").
- 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 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 MPLC hereunder. No refunds or credits will be made by 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 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 MPLC, LICENSEE shall furnish MPLC with the information 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. 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, 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 and obtained Videos, 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 MPLC. To the best of 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 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 LICENSEE under this Agreement. The Agreement may be assigned by 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 MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify 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.
- 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 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 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 MPLC.
- In the event that MPLC incurs any costs or fees in connection with the collection of any amounts past due to MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to 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 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 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 MPLC, 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. 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 MPLC and LICENSEE and shall be construed in accordance with the laws of the United States and the State of California.

# MPLC<sup>®</sup>

Motion Picture Licensing Corporation

## The Umbrella License<sup>®</sup>



The Copyright Compliance Solution  
for Motion Pictures & Other Audiovisual Programs



## Why Do We Need a License?

Today, audiences can access motion pictures and other audiovisual programs at the touch of a screen, and in a variety of formats, such as DVDs, downloads, and streaming services. Regardless of the delivery method, these programs are intended for personal, private use only and require a license when shown in public.

The US Copyright Act, Title 17 of the United States Code, was adopted in 1976 to coincide with new technology. Prior to the advent of videocassettes, motion pictures and other audiovisual programs were not readily available for purchase or rental. Noncompliance with the Copyright Act is considered copyright infringement and carries significant penalties.



*LeadingAge, and all other leading industry associations, have partnered with MPLC to secure a discount on the Umbrella License and better educate members on the need for copyright compliance when motion pictures and other audiovisual programs are shown in senior living and health care communities.*



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## The Simple Solution

MPLC was founded in 1986 to make motion picture public performance easy to understand, accessible, and affordable. The result is the Umbrella License, MPLC's proprietary public performance blanket license, a comprehensive copyright compliance solution.

### Benefits

- Public performance rights from over 1,000 motion picture studios and producers.
- Unlimited showings are allowed without any reporting requirements.
- One annual license fee based on intended use.

### Global Reach

- More than 500,000 locations licensed in over 35 countries.
- The largest senior living operators and the smallest non-profit organizations benefit from the Umbrella License.

### Compliance

- Contact MPLC for a license fee quote and producer list.
- Complete and submit the Umbrella License application.
- Begin showing motion pictures and other audiovisual programs immediately.
- A Certificate of License will be issued upon receipt of application.

your solution  
**MPLC**<sup>®</sup>



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## Questions & Answers

Our residents live here; our community is their home. Why do we need a public performance license to watch movies in common areas?

Exhibitions in common areas such as lounges, theaters, or community rooms are considered public performances. Since the common areas are shared among various residents, showing movies in such spaces would require a public performance license.

We show movies and TV shows that we have purchased or rented on DVD or through an online streaming service subscription. Do we still need a license to view or show it in our community?

Yes. The location requires a license regardless of who owns the content. While the community or a resident may have rented, borrowed, or purchased an audiovisual program, you are only granted the right to view it for personal, private use, not to perform it in public.

Our community is strictly assisted living, nursing, and/or rehabilitation. Do we still need a license?

Yes. All senior living and health care communities regardless of the level of care provided or the license status of the community require a public performance license.

We don't charge admission. Do we still need a license?

Yes. A license is required regardless of whether an admission fee is charged. In fact, the Umbrella License only covers situations where admission is not charged.

We're a non-profit organization. Do we still need a license?

Yes. Under the US Copyright Act, a public performance license is required for both non-profit and for-profit organizations.

We're not open to the general public. Do we still need a license?

Yes. "[P]erformances in 'semipublic' places such as clubs, lodges, factories, summer camps and schools are 'public performances' subject to copyright control." (Senate Report No. 94-473, p. 60)