

NOTICE: CELERITY RISK'S CONVERG[IN] RISK MEDIA SOLUTIONS POLICY IS A MODULAR POLICY THAT CAN BE CUSTOMIZED TO PROVIDE COVERAGE FOR MEDIA LIABILITY, ADVERTISING LIABILITY, MISCELLANEOUS ERRORS & OMISSIONS AND NETWORK SECURITY & PRIVACY. PLEASE DESCRIBE YOUR BUSINESS OPERATIONS BY COMPLETING THIS APPLICATION. WE WILL PROVIDE AN INSURANCE PROPOSAL AND WORK WITH YOU AND YOUR INSURANCE AGENT TO PUT TOGETHER A POLICY THAT BEST SUITS YOUR NEEDS.

NOTE THAT CERTAIN COVERAGE PARTS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. IN SUCH CASES, NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. COSTS OF DEFENSE INCURRED UNDER THE LIABILITY AND NON-LIABILITY COVERAGE PARTS OF THIS POLICY ARE IN EXCESS OF ANY APPLICABLE RETENTION AND SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY ALL OTHER LOSS.

A. APPLICATION INSTRUCTIONS

1. Fill out the **General Information Section**.
2. Fill out **all additional sections that pertain to the Applicant's business**. When filling out this Application, please be sure to include all requested information and supply attachments where requested.
3. Fill out the **Claims Experience Section**.
4. **Sign & date** this form on the last page.

B. INFORMATION

5. Name of Applicant/Legal Entity: _____
6. Street Address: _____
7. City, State, Zip: _____
8. All Owned and/or Operated Website(s): _____
9. The Officer designated as agent of the Applicant and of all Insured Persons to receive any and all notices from the Insurer or their authorized representatives concerning this insurance:
Name: _____ Title: _____
Email address: _____ Phone: _____
10. The Applicant has continuously operated since (MM/YY): _____ State of Incorporation: _____
11. Total number of employees for all of Applicant's operations at the most recent year end: _____
12. Is the applicant a single purpose entity set up to produce this production? ☐ Yes ☐ No
If "Yes", who owns this entity?

13. Is applicant performing work on a work-for-hire basis? ☐ Yes ☐ No
If "Yes", please attach copy of work-for-hire agreement - (Coverage Request or Proposal Requirements).
14. Does the applicant have a procedure for processing un-solicited submissions? ☐ Yes ☐ No
If "Yes", please describe process:

C. PROPOSAL REQUIREMENTS

15. Desired Effective Date: _____

16. Desired Policy Term:

Desired Term of Policy:	1 Year <input type="checkbox"/> 2 Year <input type="checkbox"/> 3 Year <input type="checkbox"/> Other: _____ <input type="checkbox"/>
Desired Policy Limit(s):	Each loss \$ _____ Aggregate: \$ _____
Desired Self Insured Retention:	\$ _____

D. PRODUCTION INFORMATION

17. Title(s) of Production(s): _____

18. Production Budget: _____

19. Estimated Release and/or Air Date: _____

20. Type of Production (check category):

<input type="checkbox"/> Motion Picture for Full Theatrical Release	<input type="checkbox"/> TV Special	<input type="checkbox"/> Film Festivals	<input type="checkbox"/> Live Event – Describe:
<input type="checkbox"/> Motion Picture for Limited Theatrical Release (10 or less theatres/art houses in the U.S.)	<input type="checkbox"/> TV Pilot – Airing # of Episodes:	<input type="checkbox"/> Radio Program # of Episodes:	<input type="checkbox"/> Industrial, Commercial or Educational (ICE)
<input type="checkbox"/> Motion Picture for Television Release	<input type="checkbox"/> TV Pilot – Non-Airing # of Episodes:	<input type="checkbox"/> Webisodes # of Episodes:	<input type="checkbox"/> Documentary (advise how it will be disseminated) :
<input type="checkbox"/> Streaming/VOD	<input type="checkbox"/> TV Series # of Episodes:	<input type="checkbox"/> Podcast: # of Episodes:	<input type="checkbox"/> Other – Describe:

21. Is the Production (check category);

<input type="checkbox"/> Drama	<input type="checkbox"/> Comedy	<input type="checkbox"/> Live Programming	<input type="checkbox"/> Documentary
<input type="checkbox"/> Investigative	<input type="checkbox"/> Animated	<input type="checkbox"/> Educational/Industrial	<input type="checkbox"/> Other – Describe:
<input type="checkbox"/> Commercial	<input type="checkbox"/> Variety	<input type="checkbox"/> Reality	

22. Is the Production (check category):

<input type="checkbox"/> Entirely Fictional	<input type="checkbox"/> True portrayal of real events or occurrences but includes some fictionalization <input type="checkbox"/> Other – Describe:
<input type="checkbox"/> Entirely fictional but inspired by real events or occurrences	
<input type="checkbox"/> True portrayal of real events or occurrences	

23. Is the production based on another work? ☐ Yes ☐ No
Name of other work: _____

24. Have the necessary agreements from the owners of the other work been obtained? ☐ Yes ☐ No
If "Yes", please submit documents granting rights. If no, please explain:

25. Type of distribution (check category):

<input type="checkbox"/> International	<input type="checkbox"/> Regional	<input type="checkbox"/> Local
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26. Name of Distributer: _____

27. Running Time of Production: _____

28. Summary/Plot/Description of Production: _____

29. Name of Producer/Executive Producer: _____

30. Names of Author/Writer: _____

E. CLEARANCE PROCEDURES

31. a. Name, address and phone number of applicant's media attorney(s) who has, or will, clear acquisitions, rights and contracts in relation to the production(s) for which applicant is seeking coverage:

Firm Name: _____

Firm Address: _____

Years of Media/Intellectual Property Law Experience: _____

Telephone: _____

Attorney Website: _____

b. Does the applicant use in-house media attorney(s)? ☐ Yes ☐ No

If "Yes", how many are on staff? _____

32. Have you and your attorney read the attached **production clearance procedures** and agreed to exercise due diligence to ensure that the production will be appropriately cleared? ☐ Yes ☐ No

If "No", please provide details:

33. Will **bonus content** go through the same Clearance procedures as the rest of production? ☐ Yes ☐ No

If "No", please explain:

34. Is the name or likeness of any living person portrayed in Applicant's production? ☐ Yes ☐ No

If "Yes", will releases be obtained in all cases prior to the first airing, distribution or public display of the production?

☐ Yes ☐ No

35. Is the name or likeness of any deceased person used or is any deceased person portrayed in Applicant's production?

☐ Yes ☐ No

If "Yes", will written releases be obtained from personal representatives, heirs or owners of such rights prior to the first airing, distribution or public display of the production? ☐ Yes ☐ No

36. Have you obtained a title report from a recognized agency? ☐ Yes ☐ No

If "Yes", please attach a copy of the title report with legal opinion.

37. Is this production:

a. Entirely original to you? ☐ Yes ☐ No

b. Based on another work (published or unpublished)? ☐ Yes ☐ No

If "Yes" to either, please provide the name of the author(s), title(s), and date(s) of the published work upon which the production is based:

38. Have you obtained a copyright report? ☐ Yes ☐ No

If "No", please explain:

39. Are there any ambiguities, gaps, or problems in the chain of title? ☐ Yes ☐ No

If "Yes", please explain:

40. Has the chain of title of all works on which the production is based been thoroughly investigated and cleared back to the original copyright owners to determine that all grants or transfers in the chain of title permit you to assign or sublicense the material as incorporated in your production? ☐ Yes ☐ No

41. a. Have you obtained, from all writers and other content providers to the production, written warranties that the content they provided to you does not infringe upon the rights of any third party, and have you obtained an indemnity for any breach of these warranties? ☐ Yes ☐ No

If "No", will you obtain warranties and agreements prior to the first dissemination of the production? ☐ Yes ☐ No

b. Have you obtained a written agreement from all performers or persons appearing in your production consenting to their appearance? ☐ Yes ☐ No

c. Are any film clips, TV clips, or photographs used in this production? ☐ Yes ☐ No

If "Yes":

(i). Have all licenses and consents been obtained from the copyright owner without restriction and are you authorized to assign or sublicense the licensed materials as incorporated in your production?

☐ Yes ☐ No

(ii). Do you have the authorization of any person or entity depicted in the film clip, TV clip, or photograph to use their depiction in your production and to assign or sublicense that depiction in your production?

☐ Yes ☐ No

If "No" to either, will all licenses and consents be obtained prior to the first dissemination of the production?

☐ Yes ☐ No

42. Have you obtained a script clearance report and have all suggested changes/permissions been obtained?

☐ Yes ☐ No

If "No", please explain:

43. Are you relying on the Fair Use Doctrine (including Parody)? ☐ Yes ☐ No

If "Yes", please attach a copy of an opinion letter and film clip log from your clearance attorney that states they have received the final production of the use of clips.

44. Have music rights been cleared:

a. Recording and synchronization rights? ☐ Yes ☐ No

b. Performing rights? ☐ Yes ☐ No

c. Right to distribute for all forms of distribution contemplated (home video, etc.)? ☐ Yes ☐ No

If "No" to any above, will all musical rights and/or all clearances be obtained prior to the first dissemination of the production? ☐ Yes ☐ No

45. Has original music been commissioned for the productions(s)? ☐ Yes ☐ No

If "Yes", has a warranty of originality and an indemnity against third party claims been obtained from the composer?
☐ Yes ☐ No

If "No", will a warranty of originality and an indemnity against third party claims be obtained from the composer prior to the first dissemination of the production? ☐ Yes ☐ No

46. Have you or any of your agents been unable to obtain or been refused an agreement or release after having:

a. negotiated for any rights in literary, musical, or other materials? ☐ Yes ☐ No

b. negotiated for release from any persons in respect of any material incorporated in the production?

☐ Yes ☐ No

If "Yes" to either, please provide details:

47. Has applicant obtained title and trademark reports from a recognized agency and has this been reviewed as satisfactory by a qualified attorney? ☐ Yes ☐ No

F. MERCHANDISING

48. Will any merchandise (such as toys, dolls, clothing, etc.) be created from the production? ☐ Yes ☐ No

If "Yes", please describe all such merchandise

If "Yes", what is expected revenue from merchandise sales? _____

a. Have all necessary consents and licenses been obtained from performers, authors, artists, etc., to produce and distribute this merchandise? ☐ Yes ☐ No

b. Will appropriate trademark or other searches be made before merchandising characters or other matter that might be subject to trademark, unfair competition, or other similar claims? ☐ Yes ☐ No

c. Is the merchandise being designed and/or produced by Applicant? ☐ Yes ☐ No

If yes, are the licensees providing warranties and indemnities that their contributions to the design, marketing and production of the merchandise and packaging will not infringe upon the rights of others?

☐ Yes ☐ No

G. CLAIMS EXPERIENCE

49. Have there been during the last five years, or are there now pending, any claims, suits, or proceedings brought against the Applicant or any of the Applicant's subsidiaries, arising out of the activities described in this Application?
- ☐ Yes ☐ No
50. Is the Applicant, the individual signing this Application, or any of the Applicant's principals, officers or directors aware of any fact or circumstances reasonably likely to give rise to a claim arising out of the activities described in this Application?
- ☐ Yes ☐ No
51. Has the applicant suffered any privacy or data security breach in the last five years? ☐ Yes ☐ No

If "Yes" to ANY of the above, provide details in an attachment to this Application including the nature of the claim/incident, date of occurrence, claimant, total defense costs, judgments, and/or settlements.

IT IS UNDERSTOOD AND AGREED THAT ANY CLAIM ARISING FROM ANY PRIOR OR PENDING PROCEEDING, OR KNOWN FACT OR CIRCUMSTANCES, IS EXCLUDED FROM THE PROPOSED COVERAGE.

H. PRIOR COVERAGES

54. Does the Applicant currently have in place, or has the Applicant had in place in the past, any media liability, professional errors and omissions, or cyber security & privacy coverage? ☐ Yes ☐ No

If "Yes," please provide the information below:

Type of Coverage	Carrier	Limit of Liability	Retention	Premium	Most Recent Policy Period

I. FRAUD WARNINGS

GENERAL: 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. **(Applicable in all states other than those listed below. If you are located in one of these states, please take time to review the appropriate warning prior to submitting your application.)**

ALABAMA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

ARIZONA: For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

ARKANSAS: 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.

CALIFORNIA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DISTRICT OF COLUMBIA: WARNING: 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.

FLORIDA: 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.

IDAHO: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files a 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.

LOUISIANA: 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.

MAINE: 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.

MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO: 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 CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK: 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 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.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: 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.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

PENNSYLVANIA: 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 act, which is a crime and subjects such person to criminal and civil penalties.

RHODE ISLAND: 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.

TENNESSEE: 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.

VERMONT: 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.

VIRGINIA: 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.

WASHINGTON: 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 denial of insurance benefits.

WEST VIRGINIA: 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.

J. MATERIAL CHANGE

If there is any material change in the answers to the questions in this Application prior to the inception date of any policy that may be issued, the Company must notify the Insurer in writing and any outstanding quotation or binder may be modified or withdrawn.

The undersigned Officer of the Applicant declares that to the best of his or her knowledge the statements set forth herein are true and correct and that reasonable efforts have been made to obtain sufficient information from each and every Director and Officer proposed for this insurance to facilitate the proper and accurate completion of this Application. The undersigned further agrees that if any significant adverse change in the condition of the applicant is discovered between the date of this Application and the effective date of the Policy, which would render this Application inaccurate or incomplete, notice of such change, will be reported in writing to the Insurer immediately. The signing of this Proposal Form does not bind the undersigned to purchase the insurance.

With respect to any Liability Coverage Part, it is agreed by the Company and the Insured Persons that the particulars and statements contained in this Application and any information provided herewith (which shall be on file with the Insurer and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the Company and the Insured Persons that the statements in this Application or any information provided herewith are their representations, they are material and this Policy is issued in reliance upon the truth of such representations; provided, however, that except for material facts or circumstances known to the person who signed this Application, any misstatement or omission in this Application or information provided herewith in respect of a specific Wrongful Act by a particular Insured Person or their cognizance of any matter which they have reason to suppose might afford grounds for a future Liability Claim against them shall not be imputed to any other Insured Person for purposes of determining the validity of this Policy as to such other Insured Person.

This Application must be signed by an Authorized Business Manager, Chairman of the Board, President, Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer of the Company.

Printed Name of Authorized Signator

Signature

Title

Date

NOTE: This Application including any material submitted herewith shall be treated in strictest confidence.

Please submit this Application including any additional applicable documentation to:

Celerity Risk

CR-Media@celerityrisk.com

PRODUCTION CLEARANCE PROCEDURES

The Production Clearance Procedures below are general guidelines and should not be construed as exhaustive. They do not cover all situations that may arise in any particular circumstance or any particular production. You should consult your media attorneys and continually monitor the insured production at all stages to ensure general risk management and clearance procedures are being considered.

1. Applicant and its counsel should monitor the production at all stages, from inception through final cut, with a view to eliminating material that could give rise to a claim.

Consideration should be given to 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 during all clearance procedures.

2. The producer and the lawyer need to read the script prior to commencement of production to eliminate matter that is defamatory, invades privacy or is otherwise potentially actionable.
3. A script clearance report should also be prepared *before* filming to alert the producer to potential problems. Such problems may include: names of fictional characters that are coincidentally similar to real people; script references to real products, businesses or people if not cleared; or uses of copyrighted or other protected materials, etc. Fictional character names should be checked in relevant telephone directories, professional directories or other sources to minimize the risk of accidental identification of real people. Similar checks should be done for the names of businesses, organizations and products used in the production. Special care should be taken to check names of persons, businesses, etc., that are negatively portrayed. The producer also must be alert to elements that do not appear in the script (such as art work(s) used on the set) but that may need clearances.
4. If the production is a documentary and there is no script, the producer should provide its counsel with a detailed synopsis of the project in advance of production. (If it is a documentary series, the lawyer should receive a detailed synopsis of each episode.) If the production will involve negative statements about people or businesses, the producer should provide counsel with full details about the allegations and their merit. Problem statements can then be identified and thus avoided while filming. During filming, the producer should be careful to avoid (or consult with counsel about) possible problem areas. (Examples include: filming identifiable copyrighted items or performances, trademarks, persons who have not specifically consented to be filmed or minors.) Relevant laws differ from place to place; some jurisdictions have very restrictive rules about filming persons, signs, buildings, public art, etc. Also, be careful to avoid narration or editing that accidentally implies negative things about pictured people, products and businesses
5. A copyright report on the underlying script, book or other work must be obtained, unless the work is an unpublished original, not based on any other work, and it is certain that it was not optioned or licensed to others prior to the Applicant's acquisition of rights. 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.
6. The origins of the work should be ascertained — basic idea, sequence of events and characters. Have submissions of any similar properties been received by the Applicant or someone closely involved with the production? If so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
7. Prior to final title selection, a title report must be obtained. **TITLE COVERAGE WILL NOT BE OFFERED UNLESS A RECENT TITLE REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE COMPANY.**
8. Whether the production is fictional or factual, the names, faces and likenesses of any recognizable living persons should not be used unless written releases have been obtained. A release is unnecessary if the person is part of a crowd scene or shown in a fleeting background. Releases can only be dispensed with if the Applicant provides the Company with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the Company. 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.

9. All releases must give the Applicant the rights 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 given, fictionalize persons or events, and make any other changes in the film that the Applicant deems appropriate. If a minor, consent has to be legally binding.
10. If music (pre-existing or original) is used, the Applicant must obtain all necessary synchronization and performance licenses from copyright proprietors. All necessary licenses must also be obtained for recordings of such music.
MUSIC COVERAGE WILL NOT BE OFFERED UNTIL WRITTEN CONFIRMATION THAT ALL LICENSES HAVE BEEN OBTAINED IS SUBMITTED TO AND APPROVED BY THE COMPANY.
11. Written agreements must exist between the Applicant and all creators, authors, writers, performers and any other persons providing material (including quotations from copyrighted work(s) or on-screen services).
12. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases must be secured. This is not necessary if such real property is seen only as non-distinctive background.
13. If the production involves actual events, it should be ascertained that the author's major sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses, etc.) and not secondary (another author's copyrighted work, autobiographies, etc.).
14. Shooting script and rough-cuts should be checked to assure compliance with all of the above. During photography, a person might be photographed on location, dialogue added or other matter included that was not originally contemplated.
15. If the intent is to use the production or its elements on videocassettes, websites, multimedia formats or other technology, rights to manufacture, distribute and release the production must include the above rights and must be obtained from all writers, directors, actors, musicians, composers and other necessary therefore, including proprietors of underlying materials.
16. Film/video clips are dangerous unless licenses and authorizations for the second use are obtained from the owner of the clip, as well as licenses from all persons rendering services in or supplying material contained in the clip; e.g., owners of underlying literary rights, writers, directors, actors, music owners or musicians. Special attention should be paid to music rights as music owners often take the position that new synchronization and performance licenses are required.
17. Living persons and even the deceased (through their personal representatives or heirs) may have a "right of publicity." 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 Company in an attachment to the application.