

PRODUCER ERRORS & OMISSIONS APPLICATION

Please do not print this form. Simply fill in the blanks, save and submit/email to insurance@filmemporium.com.

1. APPLICANT INFORMATION

Insured name:					
Entity Type:		<input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Corp. <input type="checkbox"/> Individual <input type="checkbox"/> Non-Profit			
Primary Address: (No PO Boxes)		City:	State:	Zip code:	
Mailing Address (If different from primary):		City:	State:	Zip code:	
Contact name:					
Phone #:	Alternate phone #:	Fax #:			
E-mail address:					
Website:					
*Policies with workers' compensation included will require the entity's or principle's tax ID number to be given to the broker at the time of purchasing the policy.					
Description of business operations:					
Producer's or EP's name:		Phone:	Email:		

2. PRODUCTION DETAILS

Desired term of policy:		<input type="checkbox"/> one year <input type="checkbox"/> two years <input type="checkbox"/> three years			
Desired policy limit:		Each loss: \$	Aggregate: \$	Desired retention: \$	
Production Title:					
Production Type:					
If Music Video, please indicate artist's name:				Music genre:	
If TV Series, provide number of episodes:				Length of each:	
Total Production Budget:		\$			
Total Production Revenues:		\$			
Name of script writer(s):					
Name of the producer/executive producer:					
Is the production:					
a. Entirely original to you?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
b. Based on another work (Published or unpublished)?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
If the answer to b. is Yes, please advise the name of the author(s) and the title(s) and date(s) of the publication of the work upon which the production is based:					
The production is:					
<input type="checkbox"/> For full theatrical release		<input type="checkbox"/> Film for limited theatrical release (ten or less theater/art houses in the US)		<input type="checkbox"/> Direct to DVD/Video	
<input type="checkbox"/> Film for television release		<input type="checkbox"/> Television series		<input type="checkbox"/> Television pilot/special	
<input type="checkbox"/> Documentary		<input type="checkbox"/> Commercials, industrial or educational		<input type="checkbox"/> Music videos	
<input type="checkbox"/> Webisodes		<input type="checkbox"/> Theatrical stage production		<input type="checkbox"/> Radio Series	
If the production is for DVD release:					
a. Will additional bonus material be included on the DVD?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
b. If Yes, will the bonus material go through the same clearance procedures as the rest of the production?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the production:					
a. Entirely fictional?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
b. Fictional, but inspired by specific events and/or occurrences and/or		<input type="checkbox"/> Yes <input type="checkbox"/> No			

characters?		
c. A dramatic portrayal of actual facts that includes fictionalization?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Please provide a brief description of the storyline (including time frame and setting)		
If the production is a “series”, please advise the number of episodes:		
Running time of production (hr/min per episode):		
Distributor of the production:		
Date of contract:	Territory of distribution:	Term of insurance required by contract:
Estimated date of first release or air date?		

3. CLEARANCE PROCEDURES

Is the name or likeness of any living person used in the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, will all necessary rights be obtained prior to the first airing, distribution or public display of the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the name or likeness of any deceased person used in the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, will all necessary rights be obtained prior to the first airing, distribution or public display of the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you obtained a title report from a recognized agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please attach a copy of the report.	
If your project is not entirely original, have copyright reports been obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are there any ambiguities, gaps or problems in the chain of title?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a. If the production is based upon an original format, are you aware of any similar format or concept?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Has any similar format or similar material been submitted to you at any time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, to a. or b., has your attorney confirmed that they are satisfied you can safely proceed with your exploitation of the work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, please explain:	
a. Have you obtained, from all writers and other content providers to the production, written warranties that the content with which they provide you does not infringe the rights of any third party and have you obtained any indemnity for any breach of the warranty?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Have you obtained a written agreement from all performers or persons appearing in your production consenting to their appearance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No to a. or b. above, will warranties and agreements be obtained prior to the first airing, distribution or public display of the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will any film clips, TV clips or photographs be used in this production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
a. 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Do you have the authorization or 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	<input type="checkbox"/> Yes <input type="checkbox"/> No

your production?		
If No, to a. or b. above, will all licenses and consents be obtained prior to the first airing, distribution or public display of the production?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, please give details:		
If the production is a documentary, are you relying on the Fair Use Doctrine?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please attach a copy of an opinion letter from your clearance attorney that states they have reviewed the final production and the use of clips.		
Have the following musical rights been obtained from the composer and/or performers of specially commissioned music and/or cleared with the owners of pre-existing music and/or recordings:		
a. Recording and synchronization?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Performing rights?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
c. Right to distribute for all forms of distribution contemplated (home video, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If No to a., b., or c. above, will all musical rights and/or all clearances be obtained prior to the first airing, distribution or public display of the production?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Has original music been commissioned for the production(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, has a warranty of originality and an indemnity against third party claims been obtained from the composer?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, will a warranty of originality and indemnity against third party claims be obtained from the composer prior to the first airing distribution or public display of the production?		<input type="checkbox"/> Yes <input type="checkbox"/> No
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Negotiated for release from any persons in respect of any material incorporated in the production?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, please explain:		

4. ATTORNEY USED FOR CLEARENCES

Name of your attorney (individual's name):		
Firm Name:		
Firm Address:		
Telephone:	Fax:	Email:
MISSOURI APPLICANTS/AGENTS – DO NOT ANSWER THIS QUESTION		
Has any insurer declined, cancelled or refused to renew any similar insurance issued to you?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide full details:		

5. CLAIMS REPRESENTATION

In the past ten (10) years have you suffered from any loss or has any claim, whether successful or not, even been made against you that would be covered by this insurance?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please attach details including the date of each claim or loss, the amount of the claim and any remedial action taken.		
Are you aware of any problem that is likely to lead to suffering a loss or claim being made against you that would be covered by this insurance?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please attach details of each problem.		

6. SUPPLEMENTAL INFORMATION:

Please attach the following additional information:

- Video/DVD copy of the production or copy of script if production is not complete
- Title and Trademark Reports
- Experience resume of Producer and Executive Producer (if less than three years experience)

Terms and Conditions

Please carefully review the Terms and Conditions below:

- I represent that this application form has been completed after proper inquiry and, based on this inquiry, I represent the application contents are true, accurate, and not misleading.
- I represent that I understand and agree that if any of the contents of this application are intentionally untrue, inaccurate, or misleading, in any material respect, or if I fail to notify the insurance company of additional information that might render the contents of this application untrue, inaccurate, or misleading, in any material respect, then the insurance company is entitled to rescind any policy issued pursuant to this application.
- Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance 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 the person to criminal and civil penalties. Please click the link below for individual state notices.
- I represent that I understand and agree that this application and all materials submitted in connection with this application are incorporated into and form the basis of any policy issued by the insurance company pursuant to this application.
- I represent that by signing this application I am representing that I am duly authorized to execute insurance contracts on behalf of the entity applying for this coverage and that all representations (whether verbal or written) made in connection with this application are made on behalf of and shall be fully binding upon such entity.
- A quotation received is not binding on the Insurer in any way.
- By clicking 'Submit Application' you are *not* agreeing to purchase coverage. If terms can be offered you will receive a free, no-obligation insurance quotation via email. All quotes require underwriter's approval and payment prior to binding. Please read all exclusions indicated on the quotation.
- Please note that once coverage is bound, the policy cannot be cancelled.
- The insurance quotation will be based solely on the coverages and limits selected on this application.
- Please ask your Film Emporium, Inc. representative to further explain coverage details, exclusions (including stunts and/or other hazardous activities), limits or other provisions of any insurance policy, or to request a sample policy form.

By submitting this application you indicate that you have read and accepted the Terms and Conditions above.

State Notifications:

ALASKA: A person who knowingly and with the intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information is guilty of a felony.

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 may be guilty of a crime and 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 false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in prison. Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

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 policy holder 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.

DELAWARE: Any person who knowingly, and with the intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

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, any 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 false statement of claim or an application) containing any false, incomplete or misleading information is guilty of a felony of the third degree.

HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines, imprisonment or both.

IDAHO: Any person who knowingly, and with the intent to defraud or deceive any false, incomplete or misleading information is guilty of a felony.

INDIANA: A person who knowingly and with the intent to defraud an insurer files a statement of claims containing any false, incomplete or misleading information commits a felony.

KENTUCKY: Any person who knowingly and with the intent to defraud an 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.

LOUISIANA, MAINE AND TENNESSEE: Any person who knowingly and with the intent to defraud any insurance company or another person, files a statement of claim contain 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, subject to criminal prosecution and civil penalties. Insurance benefits may also be denied.

MINNESOTA: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEBRASKA: Any person who knowingly presents false information in an application for insurance or viatical settlement contract is guilty of a crime and may be subject to fines and confinement in prison.

NEVADA: Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

NEW HAMPSHIRE: Any person who, with the purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

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 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 persons who knowingly and with the 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 the 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 the 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 presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA: Any person who knowingly and with the 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 thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

UTAH: For your protection, Utah law requires the following to be included in this application: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

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 purposes of defrauding the company. Penalties include imprisonment, fines and 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.

Signature (Please type first and last name.)

Date (mm/dd/yyyy)

Title

Film Emporium, Inc.

1890 Palmer Ave., Ste. 403, Larchmont, NY 10538

Tel: (914) 833-2433 / (800) 371-2555

Fax: (914) 833-2430

www.filmemporium.com

Submit completed application to: insurance@filmemporium.com

If your production is a reality production, please complete the following additional questions

1. Name of production company:

2. Scheduled media (production title):

3. Please advise details of your unsolicited submissions procedures:

4. How did you come up with the format and how was this developed? Yes No
 Did any third party have input into the format?
 Please advise details:

5. Are participants fully informed of the production's true concept and title prior to signing their release? Yes No
6. Are participants filmed being informed of the production's true concept and title? Yes No
 If so, please confirm you also get them to sign a release. Yes No
7. Will any participants be filmed before they have signed their release? Yes No
8. If any participants refuse to sign their release, will you still utilise the content? Yes No
 If yes, will you sufficiently blur their faces as well as any identifying marks such as tattoos?
9. Do you undertake psychiatric and background checks on all participants? Yes No
10. Will a lie detector device be utilised? Yes No
 If yes, please advise details:

11. Will there be any hidden cameras, shock jocks, pranks, or hoaxes? Yes No
 If yes, please advise details:

12. Will participants under the age of 18 be appearing in the production? Yes No

If yes, please advise details:

13. If participants are under the influence, please advise how releases will be handled.

Declaration

Please read this paragraph carefully before signing the declaration:

The undersigned is authorised by the proposer and declares that all the statements in this proposal, and oral or written statements provided to us are true, complete and not misleading.

Signing of this proposal does not obligate you or us to bind the insurance. It is agreed that all oral or written statements provided by you or on your behalf are incorporated into the contract if a policy is issued and have been relied on by us.

You agree that if the information supplied on this proposal changes between the date of this proposal and the effective date of the insurance, you will, in order for the information to be true, complete and not misleading on the effective date of the insurance, immediately notify us of such changes, and we may withdraw or modify any terms including agreements to bind the insurance.

I confirm that the statements are true, complete and not misleading.

Signature of director/officer/board member
senior manager

Name of director/officer/board member
senior manager

Date: / /