

SHORT TERM PRODUCTION APPLICATION

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

APPLICANT INFORMATION

Insured name:					
Entity Type:	☐ LLC ☐ LLP ☐ Corp. ☐ Individual ☐ 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 principal'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:	
Driver's License number:		State:			

UNDERWRITING QUALIFICATION QUESTIONS

Will the production include any hard-core or soft-core pornography?	☐ Yes ☐ No
Will the production take place outside the US or Canada?	☐ Yes ☐ No
If yes, please explain:	
Any unprotected or open heights above 15'?	☐ Yes ☐ No
If yes, please explain:	
Any employees supplied to or from an employee leasing operation (i.e. PEO)?	☐ Yes ☐ No
Confirm your understanding that if coverage is provided, only one production will be covered by the policy(s) issued.	☐ Yes
Will you be flying any Drones/UAVs?	☐ Yes ☐ No

INSURANCE HISTORY (If any under entity name listed in section 1.)

Any insurance declined or cancelled in the past 3 years (not applicable in MO)?	☐ Yes ☐ No			
If yes, please explain:				
Any Prior Insurance Coverage?	☐ Yes ☐ No			
If yes, please provide details below:				
Policy type	Carrier	Policy #	Expiration date	Premium paid
				\$

				\$
Any losses in the past 3 years?				☐ Yes ☐ No
If yes, please provide details below:				
<u>Policy type</u>	<u>Date of loss</u>	<u>Description of loss</u>	<u>Amount of loss</u>	
			\$	
			\$	

PRODUCTION DETAILS

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:	\$		
Production dates:	to	Total number of days:	
Filming location:			
Please provide a brief plot synopsis:			

STUNTS AND/OR HAZARDOUS ACTIVITIES

Does your production have any of the following: Stunts, Falls, Fight Scenes, Pyrotechnics, Fireworks, Airplanes, Helicopters, Drones, Hanggliders, Hot Air Balloons, Parachutes, Boats, Water Scenes, Animals, ATVs, Go Carts, Mopeds, Motorcycles, Scooters, Segways, Snowmobiles, Weapons, Blanks, Squibs, Precision Driving, or Chase Scenes? *	☐ Yes ☐ No
Are you using any non-firing prop guns? It may not be considered as hazardous activity but underwriters require disclosure. Prop guns are guns that discharge other than squibs or blanks. Note that guns unable to fire may not be considered as hazardous activity but underwriters require disclosure.	☐ Yes ☐ No

*If yes, please request a Stunt Questionnaire from your broker.

GENERAL LIABILITY

Select limits by clicking on the drop down menu to the right.

Select General Liability limit:	Please select:
If the desired General Liability includes any specifications, please provide it: (Example: Waiver of Subrogation, etc.)	

EXCESS LIABILITY (Umbrella Liability)

Select limits by clicking on the drop down menu to the right.

Excess Liability (Umbrella Liability): (Increases the limit of General & Auto Liability by the amount selected. These excess limits can be included when required by contract)	Please select:
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AUTO

Hired & Non-Owned Auto Liability:	☐ Include ☐ Exclude
Waiver of Subrogation:	☐ Include ☐ Exclude
Cost of Hire (mobile studios and film trucks):	\$
Cost of Hire (other than mobile studios/film trucks):	\$
Maximum value of any one vehicle:	\$
Number of Loaned or Donated Vehicles:	
Number of days:	
Will any bus or van be hired for the purpose of transporting people?	☐ Yes ☐ No
Hired & Non-Owned Auto Physical Damage:	Please select:

INLAND MARINE (Property Coverage)

Indicate total replacement value for each desired coverage.

Rented Equipment: (Camera, sound, lighting, etc.)	\$
Name of camera rental house:	
Where will equipment be stored when not in use?	
How will the equipment be transported?	
Will this equipment always be with you?	
Rented Props, Sets & Wardrobes:	\$
Rented Furs, Jewelry, Arts & Antiques:	\$
Owned Equipment: (Coverage is specifically for gear owned by the entity listed in question 1. Gear owned by crew members should be included in your Rented Equipment limit. Use of their gear must be included in deal memos.)	\$
Negative Film, Videotape & Digitized Image:	Same Limit as Faulty Stock
Faulty Stock, Camera & Processing:	Please Select:
Extra Expense: (Provides re-shoot coverage due to property failure)	☐ Include ☐ Exclude
Third Party Property Damage: (Provides coverage for physical damage to any premises in your care, custody or control)	Please Select:
Waiver of Subrogation:	☐ Include ☐ Exclude
Worldwide Coverage:	☐ Include ☐ Exclude

Additional Inland Marine Coverages: (Availability of these additional coverages vary by each carrier)

Office Contents:	\$
Animal Extra Expense:	\$
Rental Cost Reimbursement: (Covers the potential additional expense to rent similar equipment after a loss.)	\$
Accounts Receivable:	\$
Valuable Papers and Records:	\$
Money & Securities:	\$

Agency and Talent Re-Shoot Costs: (Provides coverage for contractually obligated [yet unanticipated] talent, services or facilities costs incurred to reshoot the production after a covered loss.)	\$
Strikes or Civil Protest: (As a result of an officially sanctioned strike or civil protest, covers the loss due to the interruption, postponement or cancellation of the production.)	\$
Coverage Extension Endorsement: (Includes the following: Valuable Papers - \$25,000, Signs - \$10,000, Outdoor Property - \$5,000 Per Item/\$25,000 Total, Electronic Media And Records - \$5,000, Debris Removal - \$50,000, Employee Dishonesty - \$5,000, Fire Department Service Charges - \$25,000, Fire Equipment Recharge - \$10,000, Pollutant Clean Up And Removal - \$15,000, Sewer Backup - \$25,000, Temporary Location - \$25,000, Accounts Receivable - \$25,000, Money & Securities - \$5,000.)	☐ Include ☐ Exclude
Entertainment Enhancement Endorsement: (Includes the following as either a single limit by coverage or as a blanket limit: Agency/Talent Re-Shoot Costs, Power Supply Interruption, Civil Authority, Strike or Civil Protest, Library Stock Coverage, Animal Physical Damage, Animal Extra Expense, & Equipment Breakdown. The single limit by coverage is either \$25,000/\$1,500 or \$50,000/\$2,500. The blanket limit is \$100,000/\$2,500.)	Please Select:
Civil Authority: (Extra expense due to the interruption, postponement or cancellation of an "insured production" that is directly caused by or results from the operation of civil authority. The operation of civil authority must prohibit access due to threat of or actual loss or damage to property allowing access to or use of facilities you occupy or intend to occupy in connection with an "insured production" during the term of coverage.)	Please Select:

WORKER'S COMPENSATION (Covers injury to cast and crew. May not be available in all states.)

Worker's Comp limit of \$1,000,000:	☐ Include ☐ Exclude		
Waiver of Subrogation:	☐ Include ☐ Exclude		
a) Name & address of the entity which will require the waiver:			
Name of Payroll Company (if any):			
Number of shoot days:			
Name of company officer excluded from coverage:	Title: Please select:		
Enter the number of employees & total estimated payroll amount for each class of employee:			
<u>Class</u>	<u># of Full Time Employees, if any*</u>	<u># of Temporary Hires (1099, volunteers) *</u>	<u>Total Payroll*</u>
Film & Video Production Cast & Crew			\$
Please provide an address for either a filming location or production office in each state where filming will occur:			

*** Include estimated total salary figures for all W2, 1099 & volunteer workers**

CAST COVERAGE

Cast Extra Expense: (Provides extra expense incurred in the completion of a production over and above the normal budgeted costs due to the death or disability (accident or sickness) or kidnapping of any scheduled artist. Cast coverage provides protection from pre-production through production and post-production. All artists must be scheduled in advance and medicals	Please select:
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are required for sickness coverage. For coverage on an unscheduled basis, you may also include the 'covered person extension with sickness coverage'.)

Covered Person Extension (without sickness):
(Provides accidental injury or accidental death cast coverage without having to schedule artists. If sickness coverage is required for any artists, those artists must be scheduled (a reduced limit for sickness coverage on an unscheduled basis is available under the 'Covered Person Extension with Sickness' coverage). Expands the definition of covered person to include any person necessary for the completion of the insured production.)

Covered Person Extension (with sickness)
(Provides accidental injury, death and sickness coverage without having to schedule artists. Expands the definition of covered person to include any person necessary for the completion of the insured production.)

Please select:

If including with sickness, please select a limit:

Please select:

Family Bereavement
(Expands cast coverage to provide for a bereavement period up to 5 days due to the death of an immediate family member.)

☐ Include ☐ Exclude

TRAVEL ACCIDENT

Travel Accident, Volunteers Medical, Accidental Death Policies:

These policy types are not offered by us. They can be purchased online directly without a broker. Please contact us if you would like referrals.

ERRORS AND OMISSIONS: (For Distribution)

Would you like to receive additional information on E&O?
(Distributors will ask for this coverage for the finished or to be finished project.)

☐ Yes ☐ No

FILM PERMITS

Are you planning on getting a Film LA permit?

☐ Yes ☐ No. ☐ Not Sure

ANY ADDITIONAL INFORMATION OR COVERAGE REQUEST(S):

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.

Additional Coverage Recommendations:

Group Travel Accident – to protect accidental death & dismemberment coverage to all your employees and independent contractors while traveling and while on location.

Errors & Omissions Liability – to protect you from claims alleging copyright and trademark infringement, invasion of privacy, plagiarism, defamation of character and other related media perils.

Employee Benefits Liability – to protect you from claims alleging wrongful acts, errors or omissions in administering your employee benefit plans

Fiduciary Liability – to protect you from claims alleging wrongful acts, errors or omissions in the administration of your pension plans.

Kidnap & Ransom – to provide the funds and experienced security personnel to negotiate the ransom demand and/or extortion demand.

Directors & Officers liability – to provide protection to the directors & officers of the corporation in their capacity as officers & directors from claims alleging wrongful acts.

Non-Owned Aircraft liability – to protect you if you charter an aircraft

Non-Owned Watercraft liability – to protect you if you charter a watercraft for both the hull and liability exposure

Weather Insurance – to provide reimbursement for the expenses and/or potential lost revenue associated with a specific event.

Umbrella liability would provide higher limits of liability coverage over the General Liability, Auto liability and employers liability.

Employment Practices Liability – would provide coverage for claims alleging wrongful termination, sexual harassment and discrimination from past, present or potential employees.

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)