

# STANDARD RELEASE FORMS

## EVENT PERMISSION

\_\_\_\_\_  
(Date)

Gentlemen:

\_\_\_\_\_ hereby grants permission to

\_\_\_\_\_  
(Organization)

\_\_\_\_\_ to videotape, record, edit,

\_\_\_\_\_  
(Program Producer)

revise, and/or cablecast \_\_\_\_\_ from time to time in

\_\_\_\_\_  
(Event)

perpetuity.

\_\_\_\_\_ represents that it owns all rights

\_\_\_\_\_  
(Organization)

in the event or item and that it is fully authorized to enter into this agreement, to grant the

permission and rights granted herein and to fully perform its obligations hereunder.

Very truly yours,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Organization)

## COPYRIGHT MATERIAL

If you expect your video project to really be "yours," after it is completed, it's best to make sure that *all* of the material you use has been created by you or people who are working for you on the project. If you or one of your co-workers uses material owned by others, you may find yourself spending time with lawyers instead of looking for more video projects to produce.

The use of other people's material is copyright infringement, and if you are caught doing it, you have created a legal problem for yourself. The problem arises very often when copyrighted music is used without permission; however, it also includes any material that has been copyrighted by someone else, including plays, books, poetry, photographs, etc. There are four simple approaches to avoiding this problem.

First, if you need to use copyrighted material in your program, contact the copyright holder (author, publishing company, record company, artist, photographer) in writing and ask for permission to use the material. In your request, be as specific as you can as to your intentions. Name the material, the excerpt (if appropriate), the program it will be used in, the distribution or exhibition plans and any other relevant information. If you do this far enough in advance of your production time, you may get an approval for use of the materials, or *clearance* as it is referred to in the publishing business.

A second approach is to use material that is in the *public domain* — material that has never been

copyrighted or materials whose copyright has expired. Material that has not been copyrighted is

probably available from the public library or from a local writer, amateur musician or photographer.

They may have excellent material already prepared or may be able to put together something that is tailor-made for your project. Material written or composed long ago, such as the Bible, Shakespearean plays, classical music, old folk tunes, etc., is generally available for use, since there never was a copyright or it has long since expired.

A third approach to dealing with copyrighted material is to pay a fee to the copyright holder or to subscribe to a service, such as a music library service. Copyright holders can charge whatever they feel is appropriate for the use of their material. However, since access productions are traditionally non-commercial and the producers do not use the material to make or solicit money, permission for use is frequently given at no charge other than credit or acknowledgement on the program. Cablevision has agreements with the major music copyright holders (ASCAP, BMI, SESAC) for the *performance* of their music pieces. This does not include *synchronization* rights, which must be procured by the producer.

The fourth approach is to hire a writer or musician who will use original compositions and perform them for you. Once you pay for this service, you should own the privilege of using the material.

# STANDARD RELEASE FORMS

## LOCATION RELEASE

\_\_\_\_\_  
(Date)

hereby grant permission to use property known as \_\_\_\_\_ (location). For the purposes of photographing scenes for a television program. This permission and consent includes the right of access to and from the location, the right to bring personnel and equipment (including props and temporary sets) onto the location and to remove the same therefrom after the completion of work, and to move or remove any furniture or furnishings at the location.

The permission and consent to go on the location shall commence on or about \_\_\_\_\_ (date) and shall continue until the completion of all scenes and work necessary and desirable, including retakes or added scenes.

I warrant and represent that I have full authority to enter into this agreement and to grant the permissions and consents granted herein and that neither I nor any other party have entered into any other agreement which is in any way inconsistent with the rights granted herein.

The undersigned agrees that the producer shall own all rights of every kind in and to all photographs and recordings made in or about the location and that these photographs may be used in publicizing the television program.

This permission and consent is granted upon the condition and agreement that the producer indemnify, protect, and hold the undersigned harmless from any and all claims, losses, liabilities, or damages arising out of the producer's activities or presence at the location except if such claim, loss, liability or damage arises out of the undersigned's negligence.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

# **STANDARD RELEASE FORMS**

## **PERSONAL RELEASE**

---

(Date)

Gentlemen:

1. I hereby agree to your recording my appearance and participation in a television program being created by you.
2. I acknowledge that you are and will be the sole owner of all rights in and to the program.
3. You shall have the right to use my name, portrait, picture, and biographical material to publicize and advertise the program.
4. I hereby indemnify you against any and all claims, damages, liabilities, costs, and expenses arising out of the use of ideas or words expressed by me during the program or ad libs spoken or unauthorized acts done by me in connection therewith.
5. I certify that I am over the age of 18 years.

Sincerely,

---

(Signature)

## ***SITE SURVEYS***

### ***INTERIOR LOCATION***

1. Make approximate scale sketch of floor plan for each location.
2. Indicate all furniture and major props on plan.
3. Indicate location of doors and windows on plan.
4. Indicate directions on plan (north, east, etc.).
5. Indicate location of all AC outlets and circuits on plan.
6. Note location of fuse box.
7. Record name and telephone number of building electrician.
8. Test acoustics – note floor and wall coverings – ceiling treatment.
9. Note wall colors for background.
10. Is there noise from air vents? If so, can it be turned off?
11. Warn occupant of “mess” that shoot will make; promise that “mess” is only temporary and that room(s) will be restored (keep your promise).
12. Check for possible noise from outside (lawn mowers, trucks, airport traffic, etc.).
13. Check for inside noise – faulty fluorescent lights, phones, typewriters, etc.).
14. Find positions for human subjects – at least 4 to 6 feet away from walls, whenever possible, for best lighting and pictures.
15. Be sure building custodian or owner has given written permission to shoot.
16. Give occupants an accurate estimate of production time (try to finish early whenever possible).
17. Be sure to arrange for rooms or buildings to be unlocked if early arrival is anticipated.
18. If tripod will not be available for camera, or if there is no room for a tripod, find alternate support at the location site.
19. Check where power lines can be run to keep from being a hazard or interfering with traffic – indicate on floor plan.
20. Check liability insurance.
21. If location is not on ground floor, check which elevators (if any) may be used. Plan accordingly.
22. Are tables or stands available for equipment during the shoot?
23. Where is the nearest parking area?

## ***EXTERIOR LOCATION***

1. Sketch a ground plan to approximate scale (usually  $\frac{1}{4}$ " = 1 foot) of the production area. Indicate location of buildings, shrubs, trees, streets, walks, etc. Be sure to indicate north, east, south, and west directions on the plan, so you will know where the sun will be at all times.
2. Check to find exterior AC outlets and circuits, or nearby interior ones. Get permission to use them. Measure distances from shooting area, so you'll know how much AC line to bring.
3. Find background for subject that justifies exterior location production. Locate landmarks, buildings, etc., far enough away so they can be seen and identified in the background.
4. Consider the direction your camera will shoot when you make up your schedule. Don't find yourself shooting into the sun.
5. Find alternate sheltered location to use in case of rain.
6. Plan for supplementary lighting in case sheltered area is used.
7. Be sure permits and/or permissions have been granted by all concerned (police department, building and property owners, etc.).
8. Find location for camera and other equipment out of hot sun if possible, or bring beach umbrella to shade equipment to keep it from overheating. Umbrellas will be useful in case of a sudden shower. Painter's plastic drop cloths are good for such emergencies, too.

## Location Release

I hereby grant the Producers (Diamondz N da Ruff, LLC/Greater Faith Productions) the right to utilize my Location as background for the project \_\_\_\_\_.

Compensation for the use of this Location will be \_\_\_\_\_. Future compensation for the use of this Location will be \_\_\_\_\_.

I understand that for the use of this Location I will receive screen credit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Sign

TALENT RELEASE FORM:

I \_\_\_\_\_ hereby grant permission to \_\_\_\_\_  
Productions to create, copy, reproduce, publish, or distribute any likeness of myself, my  
belongings to be used for the purpose of creating this feature Talk Show, titled "Paterson Tonight  
Show", a Television show.

I agree to make myself available to the producers for the Show at set date (tba) within 24 hours  
notice. Payment of \_\_\_\_\_ for the role of \_\_\_\_\_ I understand that the above uses  
may include, but are not limited to videotapes, films, sound recordings, photographs, displays,  
brochures, web sites, multimedia, or any other type of promotional medium existing now or in the  
future.

I understand that by granting this permission, I am irrevocably giving up all rights and claims to  
monetary compensation for any future uses of this material by the above persons and  
organization.

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone# \_\_\_\_\_

Date \_\_\_\_\_

S.S.# \_\_\_\_\_



**CERTIFICATE OF AUTHORSHIP**

PICTURE : " \_\_\_\_\_ " ("Picture")  
PRODUCER : \_\_\_\_\_ ("Producer")  
WRITER : \_\_\_\_\_ ("Writer")

The undersigned hereby agrees and certifies as follows:

1. The services to be rendered by Writer in connection with the Video Project currently entitled " \_\_\_\_\_ " (the "Picture"), including but not limited to treatments, outlines, screenplays and all other materials, suggestions and ideas of every kind submitted and to be submitted by Writer in connection with the Picture (collectively the "Material"), are prepared by Writer for Producer as a "work-for-hire" under all applicable copyright laws, including, without limitation, the United States Copyright Act of 1976.
2. As between Producer and Writer, Producer shall be considered the author thereof and the sole copyright owner thereof and the owner of all right, title and interest in and to the Material and Picture and all components thereof exclusively, in perpetuity, throughout the universe for all purposes, including, without limitation, any rights arising under the copyright laws of the United States of America or any other jurisdiction and Producer's rights hereunder shall also include the rights generally known as the "moral rights of authors" and the exclusive right to distribute and otherwise market and exploit the Picture and Material and all components thereof by any and all means, media, devices, processes and technology whether now or hereafter known or devised. In connection therewith, Producer shall have the right to make such changes and uses thereof as Producer may from time to time determine in its sole discretion;
3. If the Material or any part thereof is ever determined not to be a "work-for-hire," including but not limited to Material written prior to execution of this Agreement, and insofar as the undersigned may possess any right, title and interest in and to such results, proceeds and product, Material or Picture, or any right therein, whether under the laws of the United States or any other jurisdiction, the undersigned hereby irrevocably assigns any and all right, title and interest it may possess in and to the Picture or Material to Producer, including, without limitation, the copyright in and to the Material and all extensions and renewals thereof, in perpetuity, in all media now known or hereinafter devised, in all territories throughout the Universe;
4. To the extent not assigned or not assignable, Writer hereby waives the benefit of any law or principle known as "droit moral" or "moral rights of authors" or any similar law or principle;
5. Except as to any Material not written by Writer, assigned to Writer by Producer, or which is in the public domain, Writer represents and warrants that the Material is original with Writer, that the Material does not defame, infringe upon or violate the right to privacy or other rights of any person, firm, or corporation and is not the subject of any pending or threatened claim or litigation. Writer further represents and warrants that Writer has the right to enter into this Certificate of Authorship and that, prior to the date of this Certificate of Authorship, Writer has not assigned, transferred or otherwise disposed of any right, title or interest in or to the Material to any other person, firm or corporation;

6. Writer agrees to indemnify Producer, its agents, employees and representatives, and its assignees and licensees against any breach of any of the representations and warranties contained herein;
7. Writer agrees to execute any documents and to do any other acts or deeds Producer or its assignees or its licensees may reasonably require to further evidence or effectuate Producer's rights hereunder;
8. Nothing contained herein shall in any way obligate Producer to use Writer's services pursuant to any agreement between the parties or otherwise, or the results and proceeds thereof, or to produce, release, distribute, exhibit or otherwise exploit the Picture or Material;
9. Producer's rights in and to the Material and this Certificate may be assigned and licensed and such assignment or license will be binding upon and inure to the benefit of Writer, Producer and their respective assignees and licensees;
10. This Certificate of Authorship shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein;
11. In the event of any breach or alleged breach of the Agreement by Producer, Writer expressly agrees that Writer's sole remedy shall be the recovery of money damages, and Writer shall not have the right to terminate or rescind this Certificate or any of the rights granted to Producer hereunder, or to enjoin or restrain the use of or the exhibition, distribution, advertising, promotion or exploitation of the Picture or Material and or any of Producer's rights pursuant to this Certificate or any agreement between the parties concerning the Picture or Material.

IN WITNESS THEREOF, this document was executed on \_\_\_\_\_, 2005

By: \_\_\_\_\_  
("Writer")

**ASSIGNMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned \_\_\_\_\_ ("Assignor"), does hereby irrevocably forever quitclaim, grant, transfer, assign and release to \_\_\_\_\_ ("Assignee"), all of Assignor's right, title and interest, if any, throughout the universe, in perpetuity, in and to the screenplay and motion picture project currently entitled " \_\_\_\_\_ " (the "Picture"), including without limitation a) any and all interest in the copyright thereof, and b) any and all interest in all rights to license the exploitation of the Picture in any and all media throughout the universe in perpetuity, and c) all contracts and agreements related to production of the Picture or ownership of any rights therein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of \_\_\_\_\_, 2006.

X _____ _____ ("Assignor")
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CERTIFICATE OF ORIGIN

This will certify that this motion picture was made with United States financing, in the United States and on the basis of the foregoing, it is requested that this picture be treated as a United States production for distribution, exhibition and importation purposes.

TITLE:

GAUGE:

LENGTH:

ASPECT RATIO:

YEAR OF PRODUCTION:

YEAR OF COPYRIGHT:

PRODUCER:

PRODUCTION COMPANY:

DIRECTOR:

\_\_\_\_\_  
(name of production company)

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]



Address  
4565 Sherman Oaks Ave. • Sherman Oaks • CA 91403  
Tel 818-788-4050 Fax 818-788-4011 Web www.yorkentertainment.com

**LABORATORY ACCESS LETTER**

October 19, 2010

Lab name:

Lab address: \_\_\_\_\_

Re: **FILM TITLE**

Gentlemen:

You acknowledge that you now have or will have in your possession, in the name of **COMPANY**. (referred to herein as "**The Undersigned**"), certain materials, including but not limited to a Digibeta of the feature of the referenced motion picture (which together with all trailers and other advertising promotional materials respecting said motion picture, shall be called the "Picture"). Please be advised that the undersigned and **Loose Cannon Films, Inc. ("Distributor")** have entered into various agreements pursuant to which Distributor has acquired certain distribution and other exploitation rights in the Picture. To induce Distributor to enter into said Agreement, the undersigned requests your agreement as follows:

1. You are hereby instructed and directed upon your receipt of this letter (and subject only to Distributor making of credit arrangements satisfactory to you) to honor all instructions and orders of Distributor with respect to the Picture at charges no greater than your customary charges for such orders. Without limiting the foregoing, you agree that you shall honor Distributor's orders notwithstanding (a) any liens, claims or defenses which you may have with respect to any unpaid charges of the undersigned or any third party, or (b) any protests, objections or contrary instructions or orders of the undersigned or any third party.

2. The undersigned shall not be responsible for charges resulting from Distributor's orders, and Distributor shall not be responsible for charges resulting from the orders of the undersigned or any third party.

4565 Sherman Oaks Avenue  
Sherman Oaks, CA 91403

(818) 788-4050  
fax: (818) 788-4011

**LABORATORY ACCESS LETTER (con't)**

3. Neither the undersigned nor anyone else shall have the right to remove any of the materials respecting the Picture from your premises without the written consent of the Distributor. The foregoing restriction shall not apply to orders for positive exhibition prints for distribution.

4. The undersigned hereby waives any claim for damages or otherwise which it may have against you for any acts which you may take pursuant to the direction of the Distributor (or its designee) hereunder.

5. The instructions contained herein are irrevocable and may not be modified except in a writing signed by the undersigned and Distributor. Distributor has agreed to notify you that you are released from the instructions given herein at such time as Distributor no longer needs the protection of this document.

Please confirm your understanding of and agreement to the foregoing by signing in the space provided below and return two (2) copies of this letter with an inventory of all materials at your facility covered by this letter.

Very truly yours,

**"The Undersigned"**

**"Distributor"**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

**"Laboratory"**  
Agreed and Accepted:

\_\_\_\_\_  
By:  
Its:



Address  
 4565 Sherman Oaks Ave. • Sherman Oaks • CA 91403  


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Tel 818-788-4050     Fax 818-788-4011     Web www.yorkentertainment.com

**SHORT FORM LICENSE AGREEMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_ ("**Licensor**") does hereby license to **Loose Cannon Films, Inc. ("Licensee")** the sole and exclusive home video distribution rights for worldwide, and related and ancillary rights, for a term of ten (10) years from the date of delivery; in and to the following:

1. That certain original motion picture ("**the Picture**") described as follows:

TITLE: \_\_\_\_\_

AUTHOR: \_\_\_\_\_  
 (from Copyright Form PA for Motion Picture)

Licensor and Licensee entered into an agreement (**the "Agreement"**), dated as of \_\_\_\_\_, 2006, relating to the license of the foregoing rights in and to said motion picture. Without limiting the generality of the foregoing, this Short Form License shall be deemed to include all of those rights, which are expressly included within the Agreement and this Short Form License Agreement is expressly made subject to all of the terms, conditions and provisions contained in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Short Form License as of

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 By:

\_\_\_\_\_  
 Title:





Producer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 License Number: \_\_\_\_\_  
 Need By: \_\_\_\_\_

## Application for Media Liability Insurance - Producers/Scheduled

**NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY "DEFENSE EXPENSES." "DEFENSE EXPENSES" WILL BE APPLIED AGAINST THE APPLICABLE RETENTION. NOTICE: THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS FROM THAT AFFORDED BY OTHER POLICIES. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

### General Information

1. Applicant's Name Diamondz N Da Ruff, LLC
2. Address 762 Main Street City Patterson State NJ  
 Zip Code 07503 Phone 973-703-0990 Fax 973-279-0007
3. Applicant is:  Corporation  Partnership  Individual  Other (describe) \_\_\_\_\_
4. Number of years operated under present ownership? 1
5. Names, titles and years of experience in similar position of each principal officer, partner, or other individual:  

a. <u>Robert Artis</u> <u>President</u> <u>5+ years</u>	b. <u>Ahmad Matri</u> <u>Co-president</u> <u>5+ years</u>	c. _____ _____ _____	d. _____ _____ _____
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6. Estimated total revenues for the project(s) for which coverage is requested: \$ 40,000
7. Do you offer/publish any information on-line?  
 If yes, a. Describe content and format Just Maverick Entertainments website  
 b. Is it an interactive on-line service?  Yes  No  
 c. What is the web address? maverickentertainment.cc
8. Coverage requested: Limit of Liability 1,000,000/3,000,000 Retention 10,000  
 Policy Period:  1 year  2 years  3 years

### Risk Management Procedures and Claim Information

9. In the last five years has applicant been sued or threatened with suits for libel, slander, invasion of privacy, piracy, plagiarism, infringement of copyright, trademark or errors and omissions?  Yes  No  
 If yes, attach details of each claim to include amount of plea, judgment or settlement, basis of claim, current status and amount of reserve and legal expenses to date.
10. a. Name of attorney or law firm which obtains/reviews releases, licenses, consents and scripts: Greg Bernstein  
 b. Does law firm or in-house counsel review controversial material before publication?  Yes  No  
 c. Years of experience in entertainment law: Law firm 10+ years in-house counsel 10+ years
11. Do you maintain written clearance guidelines for obtaining all necessary releases, licenses, and consents? (If yes, please provide copy.)  Yes  No
12. Do you require a hold harmless agreement with respect to music, programming, advertising or other information obtained from third parties?  Yes  No
13. Do you have a policy for processing unsolicited submissions? (If yes, please provide copy.)  Yes  No

**Optional Coverages**

14. Do you desire coverage for merchandising?  Yes  No
15. Do you desire coverage for prior acts?  Yes  No

**Insurance Information**

16. Prior E&O insurance for this production (last three years), If yes, attach copy of policy:

Policy Period	Carrier	Policy No.	Limit of Liability	Retention	Premium
No prior					

17. Has any insurer declined, canceled or non-renewed similar insurance for which you are applying?  Yes  No  
If yes, provide details. (Not applicable in Missouri)
18. Do you maintain comprehensive general liability insurance?  Yes  No  
Carrier \_\_\_\_\_ Policy Period \_\_\_\_\_  
Policy No. \_\_\_\_\_ Limit of Liability \_\_\_\_\_  
Personal injury coverage is:  Included  Excluded  
Product liability coverage is:  Included  Excluded

**Production Details**

19. Title of Production / All Episodes: **Diamondz N Da Ruff**
20. Estimated start date of principal photography: **complete**  
Estimated first air date: **06/01/2006**
21. Name of Producer (Individual): **Ricky Ricks** Years of Experience: **15+**
22. Name of Executive Producer (Individual): **Ahmed Matari** Years of Experience:  
**Barbara McCKendon**  
**Dave Fontanella**
23. Production is:
- |  |   |
|--|---|
| <input type="checkbox"/> Motion Picture for Initial Theatrical Release | Run Time: _____                         |
| <input type="checkbox"/> Motion Picture for Initial Television Release | Program Time: _____                     |
| <input type="checkbox"/> TV Pilot                                      | Program Time: _____                     |
| <input type="checkbox"/> TV Special                                    | Program Time: _____                     |
| <input type="checkbox"/> TV Series                                     | Program Time/Episode: _____             |
| <input type="checkbox"/> TV Mini-series                                | Program Time/Episode: _____             |
| <input type="checkbox"/> TV Docudrama                                  | Program Time/Episode: _____             |
| <input type="checkbox"/> TV Daily Program                              | Program Time/Episode: _____             |
| <input type="checkbox"/> TV Commercial                                 |   |
| <input type="checkbox"/> TV Infomercial                                | Program Time: _____                     |
| <input type="checkbox"/> Documentary                                   |   |
| <input type="checkbox"/> Training Film                                 |   |
| <input type="checkbox"/> Industrial Film                               |   |
| <input checked="" type="checkbox"/> Videocassette                      | Program Time: <b>112 minutes approx</b> |
| <input type="checkbox"/> Music Video                                   | Run time: _____                         |
| <input type="checkbox"/> Radio Series                                  | Program Time/Episode: _____             |
| <input type="checkbox"/> Theatrical Stage Presentation                 | Number of Episodes: _____               |
| <input type="checkbox"/> Other (Please explain.)                       | Program Time: _____                     |
24. Productions is:
- Entirely Fictional
- Entirely Fictional but inspired by real events or occurrences
- True Portrayal of real events or occurrences
- True Portrayal of real events or occurrences but includes some fictionalization
- Based on another work  
Name of other work: \_\_\_\_\_
- Have the necessary agreements from the owners of the other work been obtained?  Yes  No
- Other (Please explain.)

25. Production Contents is:

- for Children
- Investigative Report
- News
- Game or Quiz
- Animated
- Commentary or Forum
- Cultural
- Educational
- Sports
- Other (Please explain.)

- Interview
- Variety
- Musical
- Dramatic
- Comparative to other Products
- Previously released film
- Religious
- "How to"
- Made for Public TV

26. Description of Plot/Storyline:

**Licenses and Consents**

27. Have all licenses and consents been obtained from:

A. Authors and writers of screenplay

Yes  No

B. Authors and writers of all underlying works

Yes  No

C. Music Owners, including the rights for the

- 1. lyrics
- 2. music
- 3. recording and synchronization
- 4. performance rights
- 5. soundtrack, CD, tape
- 6. videotape, videocassette or videodisc

Yes  No  
 Yes  No  
 Yes  No  
 Yes  No  
 Yes  No  
 Yes  No

D. Film Clip Owners, including from

- 1. licensing entities  
If yes, attach copy of license.
- 2. copyright owners
- 3. music owners, including the rights for the
  - a. lyrics
  - b. music
  - c. recording and synchronization
  - d. performance rights
  - e. soundtrack, CD, tape
  - f. video, videocassettes, or videodisc
- 4. writers or authors

Yes  No  
 Yes  No  
 Yes  No  
 Yes  No  
 Yes  No  
 Yes  No  
 Yes  No  
 Yes  No

E. Performers or persons appearing in the production

Yes  No

F. Persons (alive or deceased) whose name, likeness or persona is used in the production

Yes  No

G. All entities for distribution on videotape, videocassette or videodisc or other new technology

Yes  No

28. If you answered no to any question in 27, please explain.

29. Has each production gone through your written clearance procedures?  
If no, please explain.

Yes  No

30. Has a Title Search and Report been completed on the production?  
If no, please explain.

Yes  No

31. Is a hold harmless agreement obtained from each composer of any music specially commissioned for the named production?  Yes  No  
 If no, please explain.

**Financial and Distribution Information**

32. Estimated cost of production: **33,000**
33. Estimated cost of advertising associated with the production: **If any**
34. Estimated gross merchandising revenue related to the production: **40,000**  
 (If coverage desired.)
35. Projected Distribution  
 International  Regional  
 National  Local
36. Languages used in the production: **English, latin**

**37. TO COMPLETE YOUR APPLICATION, PLEASE ATTACH:**

- a. Experience resume of Producer and Executive Producer for each production.
- b. Applicant's Clearance Guidelines.
- c. Applicant's Policy for Processing Unsolicited Submissions.
- d. Title Search and Report for each named production.
- e. Claim Report for past 5 years.
- f. Current Financial Statement and Project Budget for each production.
- g. Advertising specimens for the named productions.
- h. Copies of standard contracts with authors, distributors, advertisers, actors, employees, etc.
- i. Copy of tape (VHS format) or script.

*Any person who knowingly 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 also punishable by civil penalties in certain jurisdictions.*

*Notice to Maine and Virginia Applicants: 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.*

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## MUSIC SERVICES, INC - MECHANICAL LICENSE

Issued o/b/o: JOHN T. BENSON PUBLISHING CO. (Tax ID: 13-2911648)

License #: 274688

Maurice Fouskey  
ATTN: Maurice Fouskey  
30 Elm St.

Paterson, NJ 07511

This agreement dated 06/06/07 when signed by you in the space indicated below, will constitute our agreement with respect to our grant to you of a non-exclusive license for the manufacture and distribution of phonorecords (including phonorecord, cassette and compact disc configurations) embodying the following musical compositions (the "Composition"), which will be identified on your record label as shown below

### PLEASE SEE SCHEDULE "A"

1. We hereby grant to you non-exclusive permission and license during the term of the United States Copyright in the Composition to make and distribute in the USA, the following phonorecords embodying 1 performance(s) of the Composition:

Album Title: Judgment Day  
Artist: Vicky Winans  
Playing Time of Song(s): \*5 min. or less  
Cassette Stock #:  
CD Stock #: n/a  
Quantity: 1000  
Date of Release: 07/20/07

2. You shall have permission to make a musical arrangement of the Composition to the extent necessary to conform it to the style or manner of interpretation of the performance involved, provided, however, that any such arrangement shall not change or make additions to the lyric, basic melody or the fundamental character of the Composition and shall not be subject to copyright protection as a separate derivative work. You further agree that you will not use the title of said Composition as the title of any phonorecord or other work embodying the performance of the Composition without our express written consent.

3. You shall use best efforts to identify the Composition by song title, writer's(s) name(s) and copyright notice (see Schedule "A") either directly below the lyrics or as credits on the cassette insert and/or CD sleeve. You also shall have the non-exclusive license to print the lyric of the Composition(s) in the insert and/or CD sleeve.

4. In consideration of the rights herein granted, you agree to pay us the sum indicated on the attached Schedule "A" for the quantity manufactured (200 unit minimum) as indicated above within sixty (60) days from the date hereof. Should you decide to manufacture additional quantities at a later time, you agree to contact us for permission before proceeding. This license covers and is limited to the phonorecord of the Composition on the record label, with the record number, and by the artist set forth above. This license does not apply to phonorecords made or distributed through any mail order and/or club operation by you, your licensees, subsidiaries or affiliates. This license does not grant permission to re-record with Brentwood-Benson produced and owned solo, accompaniment, or background music tracks without first obtaining master use permission.

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5. If another publisher, whose composition is found on this product, is paid a rate, fee or advance that is higher than the rate, fee or advance that is stipulated herein, such higher rate will automatically be considered the rate agreed to in this license.
6. You agree to supply us with one (1) complimentary copy of each recorded format of this recording, along with a manufacturers invoice if applicable.
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8. This constitutes the entire agreement between us and cannot be modified except by written agreement.
9. This agreement shall be binding upon the heirs, legal representatives, successors and assigns of each of the parties hereto.
10. If your check is returned for non-sufficient funds, you expressly authorize your account to electronically debited or bank drafted for the amount of the check, plus any applicable fees. The use of check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

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By: \_\_\_\_\_ Federal I.D. # : \_\_\_\_\_  
Maurice Fouskey

approval\_reminder\_init: 6/6/07  
approval\_reminder: 8/5/07  
approval\_reminder: 9/5/07  
approval\_reminder: 10/6/07

EFFECTIVE: January 1, 2006

For songs with a length of 5 minutes or less the rate will be \$.091 per song/per copy

For songs with a length over 5 minutes the rate will be \$.0175 per song/per unit/per minute

Minutes	Rate
5:01 - 6:00	= \$.105 per song/per copy
6:01 - 7:00	= \$.123 per song/per copy
7:01 - 8:00	= \$.140 per song/per copy
8:01 - 9:00	= \$.158 per song/per copy

(call for rates if song length is over 9 minutes)

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**SCHEDULE "A"**

Song Title: WE SHALL BEHOLD HIM  
Writer Credits: Dottie Rambo  
Copyright: 1980 John T. Benson Publishing Co. (ASCAP) (Administered by Brentwood-Benson Music Publishing, Inc.)  
Song Time: 04:00  
License %: 100.00%  
Per Unit Rate: 0.0910  
Dollar Rate: 91.0000

Amount Due \$91.00

