

**UMBRELLA LICENSE[®] AGREEMENT
TERMS AND CONDITIONS**

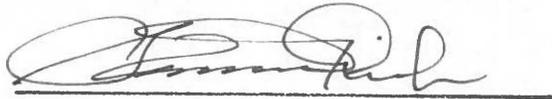
1. The Motion Picture Licensing Corporation ("MPLC") grants licensee ("LICENSEE") a non-exclusive license ("License") to publicly perform copyrighted motion pictures and other audiovisual programs intended for personal, private use only ("Videos") in its "Facility(ies)", under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").
2. The MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101 and §106, to grant this License.
3. "Term" shall mean the period beginning on the "Start Date" listed on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless canceled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the Term is referred to herein as a "Contract Year." If LICENSEE does not timely notify the MPLC of intent to terminate, the Agreement will remain in effect for the entire Contract Year, and LICENSEE will be responsible for the entire annual fee due to the MPLC hereunder. No refunds or credits will be made by the MPLC in the event of early termination by LICENSEE.
4. The public performances authorized by the Agreement shall take place in the Facility(ies) identified in the Application or as LICENSEE otherwise notifies. The sole purpose of such performances is to entertain and/or educate authorized viewers and only employees that facilitate those performances. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience. The public performances cannot be used to endorse any goods or services.
5. The agreed license fee for the first Contract Year of the Agreement is specified on the Application, which amount is payable to the MPLC. Subsequent Contract Years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to the Agreement. On an annual basis, or upon request by the MPLC, LICENSEE shall furnish the MPLC with the information the MPLC may require to determine the license fee for subsequent Contract Years. The license fee for each subsequent Contract Year shall be due and payable no later than the commencement date of the applicable Contract Year. Late payments for subsequent Contract Years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.
6. The specific titles which may be publicly performed by LICENSEE under the Agreement are motion pictures produced and/or distributed by MPLC affiliated motion picture companies only. The MPLC represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of the Agreement, the MPLC may send LICENSEE at any

- time during the term of the Agreement binding notices that certain titles cannot be or may no longer be publicly performed under the Agreement. Such notices shall be binding and effective upon LICENSEE when received.
7. LICENSEE may publicly perform the specific titles covered by the Agreement by means of lawfully manufactured Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining the motion pictures and other programs is that of LICENSEE, and that the costs of acquiring such media are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.
 8. LICENSEE may not unlawfully duplicate, edit or otherwise modify the audiovisual product obtained for public performance purposes under the Agreement.
 9. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by the Agreement are solely LICENSEE's responsibility and are not the responsibility of the MPLC. To the best of the MPLC's knowledge, no such separate fees are presently in effect.
 10. The Agreement may not be assigned by LICENSEE, without the prior written consent of the MPLC, except that LICENSEE shall (a) assign the Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide MPLC with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of LICENSEE under this Agreement. The Agreement may be assigned by the MPLC.
 11. In the event that a determination is made by a taxing authority or court of any state in which LICENSEE conducts business that the activity licensed herein renders the MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of the MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify the MPLC within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
 12. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified as listed on the Application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
 13. The MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate the Agreement on account of any breach by LICENSEE of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by the MPLC or by LICENSEE of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of the Agreement. If any part of the Agreement shall be determined unenforceable, the remainder of the Agreement shall remain in full force and effect.
 14. In the event the MPLC engages an attorney to enforce its rights under the Agreement by virtue of the breach on the part of LICENSEE, of any term of the Agreement, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by the MPLC.
 15. In the event that the MPLC incurs any costs or fees in connection with the collection of

- any amounts past due to the MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to the MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
16. LICENSEE guarantees that the information provided by LICENSEE is true, correct and complete in all respects. The Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its Terms and Conditions which may be updated by the MPLC. In the event that any signature is delivered by facsimile or e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if an original signature.
 17. Any and all rights not granted to LICENSEE in the Agreement are expressly reserved to the MPLC and/or its motion picture licensors.
 18. To the extent that, prior to the commencement date of this Agreement, LICENSEE may have infringed upon rights held by the MPLC, the MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. The MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
 19. The Agreement contains the full and complete agreement between the MPLC and LICENSEE and shall be construed in accordance with the laws of the United States and the State of California.

Copyright ©2013 Motion Picture Licensing Corporation. All Rights Reserved. "Umbrella License" and the MPLC name and logo are registered service marks of the MPLC.

Approved as to Form



City Attorney

Judy Mayhew

From: Bianca Maldonado <bmaltonado@mplc.com>
Sent: Friday, March 31, 2017 10:08 AM
To: Judy Mayhew
Subject: MPLC Umbrella License Quote and Application
Attachments: State and Local Government Facilities (GOS).pdf; MPLC Umbrella License Fillable Brochure Application 2015.pdf

Dear Ms. Mayhew,

Thank you for your interest in the Motion Picture Licensing Corporation (MPLC). Enclosed for your review, please find information regarding the Umbrella License®. Please feel free to contact me directly with any questions or concerns.

Movies are a simple and affordable way to entertain and educate. Few people realize, however, that copyrighted motion pictures and other audiovisual works that are available for rental or purchase in any legal format, such as DVDs or other digital formats, whether streamed or downloaded, are intended for personal, private use only. Showing movies in facilities, such as community and recreation centers, requires a public performance license.

The MPLC is an independent copyright licensing agency authorized by motion picture studios to grant the Umbrella License for the public performance of copyrighted motion pictures and other audiovisual programs.

According to the information provided, Newport Recreation Department can ensure copyright compliance through the purchase of an Umbrella License for only \$590 per year. Please note that facilities with indoor pools are licensed for an annual fee of \$815.

When you consider the outstanding quality, quantity, and variety of titles covered, and the fact that unlimited indoor showings are allowed, it is easy to see that the Umbrella License is the most cost-effective form of programming available.

Attached please find a MPLC brochure application, as well as the current list of more than 1,000 motion picture studios and producers represented under the Umbrella License. In addition to major Hollywood studios like Twentieth Century Fox, Disney, and Warner Bros., the MPLC represents the finest children's, Spanish language, independent, specialty, documentary, television, and educational producers. Once licensed, content may be obtained from any legitimate source whether purchased, rented or borrowed via DVD, stream or download.

To verify if a specific motion picture or audiovisual work is covered under the Umbrella License, you may wish to consult the Internet Movie Database website at IMDb.com. Simply search for the title you wish to screen and click on your selection. Scroll down to the "company credits" section of the page. Click on "see more." On the company credits page review the "distributors." Look for the USA "theatrical" or "all media" distributor. If the USA distributor is listed on the Umbrella License producer list, the title is covered under your license.

For DreamWorks Animation content, please note that due to an exciting new distribution agreement with Twentieth Century Fox, the Umbrella License provides coverage for all programs produced by DreamWorks Animation. If DreamWorks Animation is listed on the IMDB company credits page under "production companies", the program is covered under the Umbrella License.

Promote your events with the assurance of copyright compliance. Licensed facilities are able to advertise inside the building and through direct correspondence to patrons, whether sent via e-mail or US Mail. When advertising in this manner, you may include the movie or program title, character names, and the studio or producer name. In addition, artwork from the movie or program may be used, so long as it has been obtained legally, and includes the studio's copyright, for example: © 2015 Twentieth Century Fox Film Corporation. Be creative with internal newsletters and indoor displays to ensure movie night is a success!

Please note that there are advertising limitations for those that wish to advertise events through outside channels. If you plan to advertise on a website or the internet, through local media such as radio, television, or newspapers; or on outdoor marquees or flyers in the community at large, please note that you may not use the movie or program title, character names, or the studio or producer name. When advertising through outside channels specific information must be limited, however, interested parties may call your facility directly for more information. You can also provide a creative description that omits the movie or program title, character names, or the studio or producer names.

To secure an Umbrella License, simply complete the application provided in the attached brochure, and return it to my attention via e-mail, fax, or U.S. mail. Please be sure to:

- Indicate the desired start date for your Umbrella License. The license will be valid a year from the date selected and automatically renew each year.

- Indicate if you have enclosed payment, provided credit card information, or would like an invoice. Requesting an invoice will not delay our ability to license you immediately.
- Differentiate between your billing (mailing) address and the facility address. The facility address is the physical location that has been licensed; the billing address is where we will direct all correspondence. If you are licensing multiple facilities in one account, be sure to provide one billing address and a facility address for each location to be licensed.

Licenses are granted upon receipt of a completed application. Once your Certificate of License is issued, you can begin showing movies and other audiovisual programs from the MPLC's wide range of producers immediately!

Please contact me directly with any questions or if I can be of further assistance. I look forward to working with your office to ensure copyright compliance.

Sincerely,

Bianca Maldonado
Licensing Representative

MPLC[®]
Motion Picture Licensing Corporation
5455 Centinela Avenue
Los Angeles, CA 90066
Tel: (800) 462-8855 ext. 3015
Fax: (310) 822-4440
bmaldonado@mplc.com

The solution for motion picture copyright compliance.
www.mplc.org
www.mplc.com

Umbrella License Application

Please contact us at (800) 462-8855 and a Licensing Representative will lead you through the necessary steps to ensure copyright compliance and discuss the appropriate license fee. Then complete the application below and return it by U.S. mail, e-mail, or fax to the MPLC.

NEWPORT PARKS & RECREATION
Name of Organization ("LICENSEE")

JUDY MAYHEW **Rec. SUPT.**
Contact Name Position

225 SE AVENUE ST
Facility Address

NEWPORT, OR 97365
City, State, Zip

169 SW COAST HWY
Billing Address (if different than above)

NEWPORT OR 97365
City, State, Zip

541-265-4858 541-574-6596
Telephone Fax

J.MAYHEW@NEWPORTOREGON.GOV
E-mail Address

License Fee Start Date

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

Judy Mayhew
Signature

City Manager
Position

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

Bill Credit Card:
AMEX Visa MasterCard Discover

Card Number Expiration Date

Cardholder Signature:

Cardholder Name



Send to:
Motion Picture Licensing Corporation
5455 Centinela Avenue
Los Angeles, CA 90066

tel. 800.462.8855
fax. 310.822.4440

www.mplc.org

Terms and Conditions

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- LICENSEE may publicly perform the specific titles covered by the Agreement by means of lawfully manufactured Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining such motion pictures and other program is that of LICENSEE, and that the costs of acquiring such motion pictures are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee. LICENSEE may not unlawfully duplicate, edit or otherwise modify the audiovisual product obtained for public performance purposes under the Agreement.
- Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by the Agreement are solely LICENSEE's responsibility and are not the responsibility of the MPLC. To the best of the MPLC's knowledge, no such separate fees are presently in effect.
- The Agreement may not be assigned by LICENSEE without the prior written consent of the MPLC, except that LICENSEE shall (a) sign the Agreement in connection with a merger, consolidation or sale of its assets and business; (b) provide MPLC with immediate notice of the assignment including contact information for the assignee; and (c) guarantee assignee's performance of all obligations of LICENSEE under this Agreement. The Agreement may be assigned by the MPLC.
- In the event that a determination is made by a taxing authority or court of any state in which LICENSEE conducts business that the activity licensed herein renders the MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of the MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify the MPLC within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
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- In the event that the MPLC incurs any costs or fees in connection with the collection of any amounts past due to the MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to the MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
- LICENSEE guarantees that the information provided by LICENSEE is true, correct and complete in all respects. The Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its Terms and Conditions which may be updated by the MPLC. In the event that any signature is obtained by facsimile or e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if an original signature.
- Any and all rights not granted to LICENSEE in the Agreement are expressly reserved to the MPLC and/or its motion picture licensors.
- To the extent that, prior to the commencement date of this Agreement, LICENSEE may have infringed upon rights held by the MPLC, the MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. The MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
- The Agreement contains the full and complete agreement between the MPLC and LICENSEE and shall be construed in accordance with the laws of the United States, and the State of California.

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MPLC

Motion Picture Licensing Corporation

The Umbrella License

The Copyright Compliance Solution for the Legal Use of Motion Pictures and Other Audiovisual Programs

Why Do We Need a License?

Copyrighted motion pictures and other audiovisual programs that are available for rental or purchase in any legal format, such as DVDs or other digital formats, cannot be streamed or downloaded ("Webcast") and imported for personal, private use only. Attempts to do otherwise, such as a service center or a mailing group, violate a license.



The U.S. Copyright Act gives copyright owners control over the use of their works. Each person or organization that imports or distributes such material is liable for each separate violation.

Legal Peace of Mind is Within Reach

The Motion Picture Licensing Corporation (MPLC) is an independent copyright licensing service established and authorized by motion picture studios to grant the Umbrella License. The license allows unlimited showings of all SDC authorized motion pictures within licensed facilities. The Umbrella License provides the most diverse program being available from over 1,000 producers, ranging from major studios and independent studios to family-friendly and foreign producers.

It takes less time to do it right than explain to someone why you did it wrong.

The Simple Solution

The Umbrella License is the simple and affordable way for you and others to enjoy the benefits of video showings and ensure comprehensive copyright compliance. Over 2,500,000 locations in the U.S. and 450,000 locations worldwide have the Umbrella License. Members licenses include the smallest, single and libraries for the largest multi-national corporations and federal government agencies.

The MPLC licensing process is easy, call toll-free for a license price quote. The Umbrella License generally runs for one year, and there is a buy-back option based on the specific needs of your organization. Motion pictures and other programs can be obtained from any legitimate source, whether purchased or not. Authorized licenses are granted upon receipt of a completed application. Once your certificate of license is issued, you can begin showing videos from the MPLC's wide range of producers immediately!

Questions & Answers

- Q** We own the video. Do we still need a license to view or to film it?
- A** Yes. The license requires a license regardless of who owns the video. MPLC can only grant the actual video, you may not grant the right to perform it in public.
- Q** We are non-profit and do not charge admission. Do we still need a license?
- A** Yes. The U.S. Copyright Act applies equally to non-profit and for-profit organizations, regardless of whether an admission fee is charged. In fact, the Umbrella License does not cover performances when an admission fee is charged.
- Q** We are a third center owner. Do we qualify for the 100-100 rule teaching exception?
- A** No. The educational exemption is narrowly defined and applies to accredited, full-time, non-profit academic institutions only.
- Q** We are no longer in the general public. Do we still need a license?
- A** Yes. According to Section 107(a)(2) of the Copyright Act, "performances in 'amateur' places such as clubs, lodges, factories, summer camps and schools are 'public performances' subject to copyright control."
- Q** We rent our facility to other groups. Can we be liable for copyright infringement?
- A** Yes. The exhibitor is considered the "primary infringer," but the owner may be held vicariously liable or considered to be a contributory infringer.

Henry Waxmanworth LongFellow

MPLC

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Please contact us for simple and affordable copyright compliance.

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