

# CVLI Video License Application

Please complete the application below and return it by U.S. mail, e-mail, or fax to CVLI.

Name of Camp or Conference Center ("LICENSEE")

Contact Name Position

Facility Address

City, State, Zip

Billing Address (if different than above)

City, State, Zip

Telephone Fax

E-mail Address Start Date

Please Check Box for License Selection			
License Options	CCCA Members	Non-Members	
3 Months (Summer Only)	\$235		\$300
6 Months	\$330		\$405
9 Months	\$435		\$525
Annual	\$530		\$565

I herewith request a CVLI Video License, subject to the Terms and Conditions provided herein.

Signature

Title

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

Bill Credit Card:

AMEX  Visa  MasterCard  Discover

Card Number Expiration Date

Cardholder Signature

Cardholder Name

Send to:  
**Christian Video Licensing International**  
**5455 Centinela Avenue**  
**Los Angeles, CA 90066**



www.cvli.com

tel. 888.771.CVLI (2854)  
 fax. 310.822.0908

# Terms and Conditions

- Christian Video Licensing International ("CVLI") 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 the CVLI Agreement ("Agreement").
- CVLI 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.
- "Term" shall mean the period beginning on the "Start Date" listed on the "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 CVLI 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 CVLI hereunder. No refunds or credits will be made by CVLI in the event of early termination by LICENSEE.
- 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 unless authorized by certain producers. No admission or other fee will be charged to the audience. The public performances cannot be used to endorse any goods or services.
- The agreed license fee for the first Contract Year of the Agreement is specified on the Application, which amount is payable to CVLI. 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 CVLI, LICENSEE shall furnish CVLI with the information CVLI 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.
- The specific titles which may be publicly performed by LICENSEE under the Agreement are motion pictures produced and/or distributed by CVLI affiliated motion picture companies only. CVLI 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, CVLI 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.
- LICENSEE may publicly perform the specific titles covered by the Agreement by means of lawfully manufactured Videos 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.
- 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 CVLI. To the best of CVLI's knowledge, no such separate fees are presently in effect.
- The Agreement may not be assigned by LICENSEE, without the prior written consent of CVLI, except that LICENSEE shall (a) assign the Agreement in connection with a merger, consolidation or sale of its assets and business; (b) provide CVLI 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 CVLI.
- 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 CVLI liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of CVLI's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify CVLI within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
- 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.
- CVLI 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 CVLI 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.
- In the event CVLI 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 CVLI.
- In the event that CVLI incurs any costs or fees in connection with the collection of any amounts past due to CVLI hereunder, then LICENSEE shall be responsible for paying such amounts to CVLI 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 CVLI. 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.
- Any and all rights not granted to LICENSEE in the Agreement are expressly reserved to CVLI 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 CVLI, CVLI 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. CVLI 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 CVLI and LICENSEE and shall be construed in accordance with the laws of the United States and the State of California.

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Christian Video Licensing International

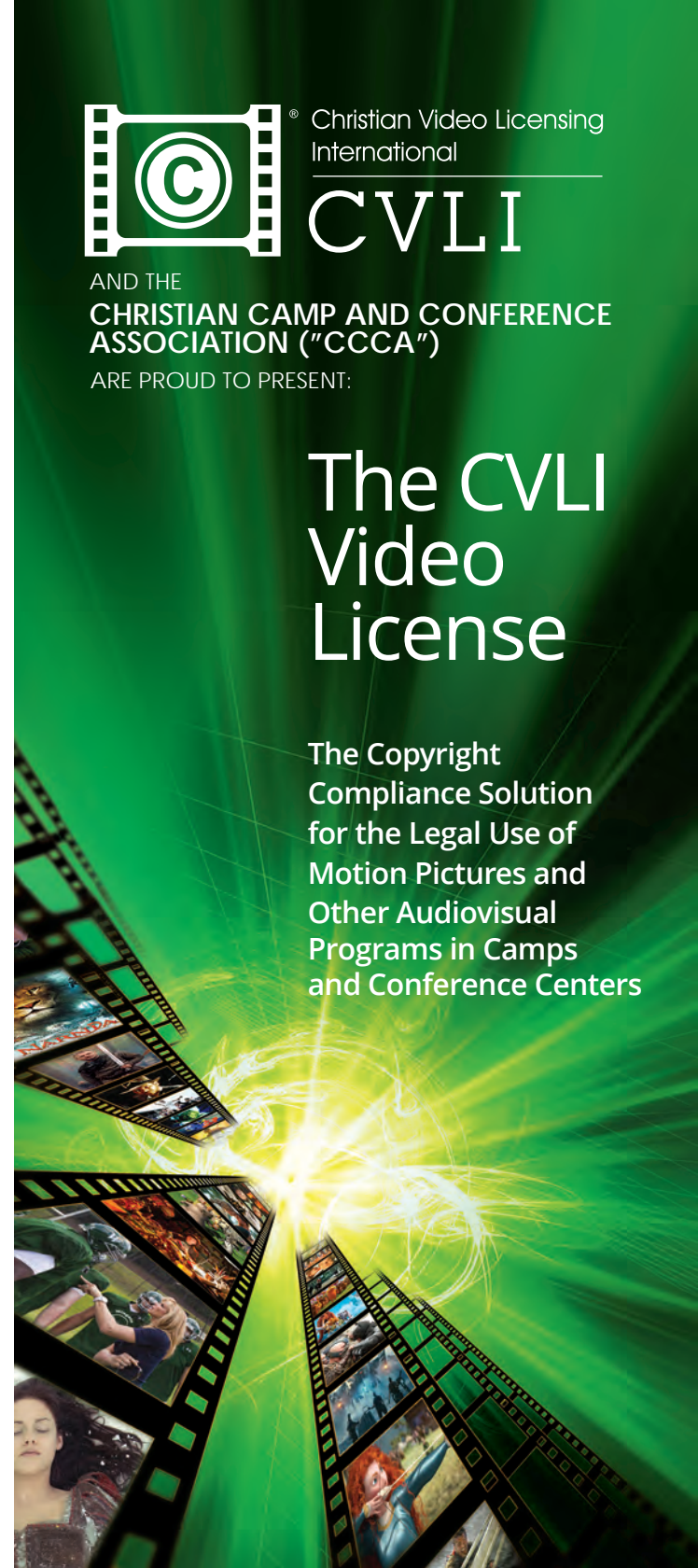
CVLI

AND THE  
**CHRISTIAN CAMP AND CONFERENCE ASSOCIATION ("CCCA")**

ARE PROUD TO PRESENT:

# The CVLI Video License

The Copyright Compliance Solution for the Legal Use of Motion Pictures and Other Audiovisual Programs in Camps and Conference Centers





# 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, whether streamed or downloaded ("Videos"), are intended for personal, private use only. Viewings in facilities, such as a church, camp, or child care center, require a license.



Title 17 of the U.S. Copyright Act gives copyright owners control over the use of their works. Civil penalties for unauthorized exhibitions start at \$750 for each inadvertent infringement and go as high as \$150,000 for each egregious violation.

## Legal Peace of Mind is Within Reach

Christian Video Licensing International ("CVLI") is a partnership between Motion Picture Licensing Corporation ("MPLC") and Christian Copyright Licensing International ("CCLI") that provides a comprehensive copyright compliance solution for the faith-based community. The CVLI Video License offers the most diverse programming available from over 1,000 producers, ranging from major Hollywood and independent studios, to Christian and family friendly producers.

## The Simple Solution

If your camp or conference center plans to show movies in any capacity, whether within Bible study, during a guest event, or even within a child care setting, please be advised that a license is required. Now is the best time to take advantage of your CCCA membership and save over 20% on the cost of an annual CVLI Video License.

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

*Henry Wordsworth Longfellow*

The CVLI Video License is the simple and affordable way for your camp or conference center to enjoy the benefits of Video showings and ensure copyright compliance. The license covers lawfully obtained Videos by CVLI's wide range of producers that have been purchased, rented, or borrowed from any legitimate source.

Over 60,000 locations in the U.S. and over 100,000 locations worldwide, from the smallest churches and Bible camps to the largest Dioceses and Presbyteries, have the CVLI Video License. And as a bonus, the CVLI Video License includes a complimentary standard membership to ScreenVue, an online resource that provides ministries with faith-based movie scene ideas.



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# Questions & Answers

- Q** We own the Video. Do we still need a license to view or show it in public?
- A** Yes. The location requires a license regardless of who owns the Video. While you may own the actual Video, you are not granted 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, including faith-based organizations, regardless of whether an admission fee is charged. In fact, the CVLI Video License does not cover performances where an admission fee is charged.
- Q** We offer Sunday school and/or educational programs. Do we qualify for the "face-to-face" teaching exemption?
- A** No. The educational exemption is narrowly defined and applies to accredited, full-time, non-profit academic institutions only.
- Q** We are not open to the general public. Do we still need a license?
- A** Yes. According to Senate Report No. 94-473, p. 60, "performances in 'semipublic' 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."
- Q** How much does the CVLI Video License cost?
- A** Through a special partnership with CVLI, CCCA member camps and conference centers receive reduced pricing on the CVLI Video License. Please see the pricing table on the application page for more information.



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