

CVLI Video License Application

Please contact a CVLI Licensing Representative at (888) 771-CVLI (2854) or online at us.cvli.com for pricing assistance. Send the completed application to the address or fax below.

Name of Camp or Conference Center ("Licensee")

Contact Name

Position

Facility Address

City, State, Zip

Mailing Address (if different than above)

City, State, Zip

Telephone

Fax

Email Address

Start Date

2019 CVLI Video License Pricing Camps and Conference Centers

License Options	✓ CCCA Members	✓ Non-Members
3 Months (Summer Only)	\$245	\$310
6 Months	\$340	\$420
9 months	\$450	\$540
Annual	\$545	\$585

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

Signature

Position

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

Bill Credit Card: Visa Mastercard Amex Discover

Card Number

Expiration

CVV

Cardholder Signature

Cardholder Name

Terms and Conditions

- Purpose.** Christian Video Licensing International, LLC ("CVLI") grants licensee ("Licensee") a non-exclusive license ("License") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this CVLI License Agreement ("Agreement").
- Law.** 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.** "Term" shall mean the period beginning on the "Start Date" listed on the CVLI Video License Application ("Application") and shall continue thereafter for the "License Option" period, unless canceled by either party giving sixty (60) days advance written notice before the end of said period or any subsequent period. If Licensee does not timely notify CVLI of intent to terminate, this Agreement will remain in effect for the License Option period, 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.
- Rights.** The public performances authorized by this Agreement shall take place in the Facility(ies) identified in the Application or as Licensee otherwise notifies, and shall be via any means originally intended for personal use only including but not limited to DVD, streaming and download. 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 exhibitions cannot be used to endorse any goods or services. Works are defined as motion pictures and other audiovisual programs to which CVLI has received the rights to license under the parameters set forth herein.
- Fee.** The agreed license fee for the first term of this Agreement is specified on the Application, which amount is payable to CVLI. Subsequent terms 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 facilities or other factors used to determine the license fee. 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 terms. Following such a request, if Licensee does not furnish the requested information within thirty (30) days prior to expiration, CVLI may independently determine the license fee for that term based on its reasonable estimation. The license fee for each subsequent term shall be due and payable no later than each anniversary date of the applicable term. Late payments for subsequent terms will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.
- Restrictions.** The specific titles which may be publicly performed by Licensee under this Agreement are Works produced and/or distributed by CVLI affiliated rightsholder companies only. CVLI represents that it or its rightsholders may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, CVLI may send Licensee at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.
- Legally Obtained Works Only.** Licensee may publicly perform only legally obtained Works covered by this Agreement. The responsibility for obtaining the Works is that of Licensee, and the costs of acquiring the Works are to be borne solely by Licensee and are separate and distinct from the agreed public performance license fee.
- No Other Rights.** Licensee may not unlawfully duplicate, edit or otherwise modify the Works obtained for public performance purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to CVLI and/or its rightsholders.
- Separate Fees.** 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 Works covered by this Agreement are solely Licensee's responsibility and are not the responsibility of CVLI. To the best of CVLI's knowledge, no such separate fees for motion pictures are presently in effect.
- Assignment.** This Agreement may not be assigned by Licensee, without the prior written consent of CVLI, except that Licensee shall (a) assign this 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. This Agreement may be assigned by CVLI.
- Tax Liability.** 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.
- Notice.** Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; or by reputable overnight carrier; addressed to the party to be notified as listed on the Application. The date of personal service or mailing of any such notice shall constitute the date of service.
- Termination.** CVLI reserves the right, exercisable upon thirty (30) days written notice, to terminate this 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 this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
- Legal Fees.** In the event CVLI engages a lawyer to enforce its rights under this Agreement by virtue of the breach on the part of Licensee, of any term of this Agreement, Licensee agrees to pay the reasonable costs and lawyer fees incurred by CVLI.
- Late Fees.** 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.
- Guarantees.** Licensee guarantees that the information provided by Licensee is true, correct and complete in all respects. This 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.
- Warranty.** 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.
- Jurisdiction.** The Application and these Terms and Conditions contain 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 and the parties submit to the nonexclusive jurisdiction of the U.S. Courts as regards to any claim or matter arising in relation to this Agreement.



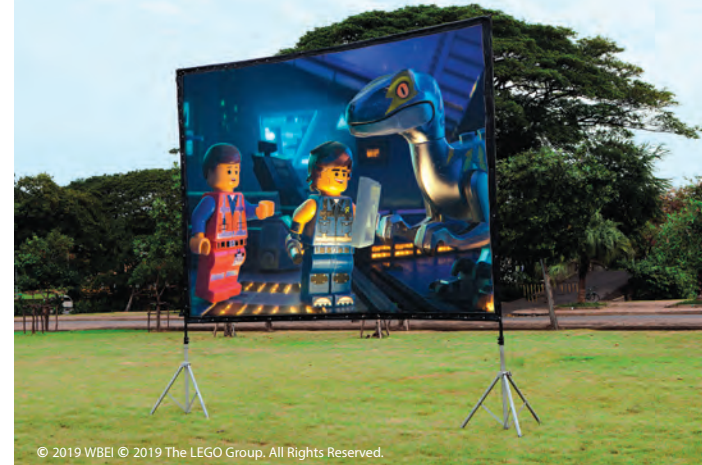
The CVLI Video License



Copyright compliance for movies,
TV programs, and other content



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Why Do We Need a License?

Movies have long been a great way to entertain, educate, and inspire. What you may not have considered is that movies, TV programs, and other content, when purchased, rented or borrowed, are intended for personal, private use only. More importantly, they require a license when shown in public.

The rise of home videocassettes revolutionized the way consumers viewed movies and created the need for copyright protection. The Copyright Act was adopted in 1976 to provide guidelines for both the creative community and consumers.

Noncompliance with the Copyright Act is considered infringement and carries significant penalties. Fines for noncompliance start at \$750 for each inadvertent infringement and are as high as \$150,000 for each egregious violation.



Christian Camp & Conference Association (CCCA) has partnered with CVLI to secure a discount on the CVLI Video License and better educate members on the need for copyright compliance when movies, TV programs, and other content are shown at camps and conference centers.

Copyright notice for movies on cover: STARS WARS: THE LAST JEDI ©2017 Walt Disney Studios. THE NATIVITY STORY © MMVI New Line Productions, Inc. THE GREATEST SHOWMAN ©2017 Twentieth Century Fox Film Corporation. SHERLOCK Gnomes ©2018 Paramount Pictures. BLACK PANTHER ©2018 Marvel. DESPICABLE ME 3 ©2017 Universal Studios. READY PLAYER ONE ©2018 Warner Bros. Entertainment Inc. VEGGIETALES: GOD MADE YOU SPECIAL ©2007 Big Idea Productions, Inc. VeggieTales® and VeggieTales characters are trademarks of Big Idea Productions, Inc. SON OF GOD ©2014 Twentieth Century Fox Film Corporation. THE TEN COMMANDMENTS ©1956 Paramount Pictures Corporation. DUNKIRK ©2017 Warner Bros. Entertainment Inc. All Rights Reserved.

The Simple Solution

CVLI was created by Motion Picture Licensing Corporation and Christian Copyright Licensing International to address the copyright compliance needs of the faith-based community. The result is the CVLI Video License, CVLI's proprietary public performance blanket license, a comprehensive copyright compliance solution.

Benefits

- Public performance rights from nearly 750 rightsholders.
- Enjoy unlimited showings without any reporting requirements.
- One license fee based on intended use.
- Complimentary access to ScreenVue® Vault, an online resource providing movie summaries, scene ideas, and downloads.

Community

- More than 100,000 locations licensed worldwide.
- The largest denominational groups and smallest Bible camps benefit from the CVLI Video License.
- Together, we create a community that supports the future of the entertainment we know and love.

Compliance

- Complete and submit the CVLI Video License Application.
- A Certificate of License will be issued upon receipt of a completed application.
- Begin showing movies, TV programs, and other content immediately.

Questions & Answers

Q We show movies, TV programs, and other content that we have purchased on DVD or rented through an online streaming service subscription. 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 content. While you may have rented, borrowed, or purchased the content, you are only granted the right to view it for personal, private use, not to perform it in public.

Q We do not charge admission. Do we still need a license?

A Yes. A license is required regardless of whether an admission fee is charged. In fact, the CVLI Video License only covers situations where admission is *not* charged.

Q We're a nonprofit organization. Do we still need a license?

A Yes. Under the US Copyright Act, a public performance license is required for both nonprofit and for-profit organizations.

Q Does the CVLI Video License allow us to show movies outside?

A Yes. The CVLI Video License allows for unlimited indoor or outdoor exhibitions at your camp or conference center.

Q We have more than one camp. Do we need a CVLI Video License for each location?

A Yes. Each camp requires a license. Through the CCCA partnership, an additional discount may be available when multiple camps are licensed. Please call CVLI for pricing assistance when licensing multiple camps.

Q We're not open to the general public. Do we still need a license?

A Yes. "[P]erformances in 'semipublic' places such as clubs, lodges, factories, summer camps, and schools are 'public performances' subject to copyright control." (Senate Report No. 94-473, p. 60)

Q We rent out our facility to other groups. Can we be liable for copyright infringement?

A Yes. The facility owner can be held vicariously liable or considered a contributory infringer.