

CVLI Video License Application

Name of Mission ("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 Circle the Appropriate Box:

Mission Category		Non-Member License Fee
Day Rescue Mission	\$145	\$195
Residential Rescue Mission (under 100 beds)	\$195	\$275
Residential Rescue Mission (over 100 beds)	\$255	\$375

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:
 American Express Visa MasterCard Discover

Card Number _____ Expiration Date _____

Cardholder Name _____

Cardholder Signature _____

Terms and Conditions

- Christian Video Licensing International, LLC ("CVLI") grants LICENSEE a non-exclusive license ("License") to publicly perform copyrighted motion pictures and other licensed programs from any legally obtained source intended for personal, private, home use only - such as home videocassettes and DVDs ("Videos"), in its facility(ies), under the Terms and Conditions specified herein.
- CVLI warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101(1) and §106, to grant this License.
- "Term" shall mean the period beginning on the "Start Date" as defined on the CVLI Video 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 CVLI of intent to terminate, this 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 this Agreement shall take place in the facility(ies) identified in the Application. The audience will be limited to LICENSEE's facility(ies) and the sole purpose of such performances is to entertain and/or educate authorized viewers and the audience will be limited accordingly. 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 agreed license fee for the first contract year of this 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 residents. 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 each anniversary date during the term of this Agreement. 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 this 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 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.
- LICENSEE may publicly perform the specific titles covered by this Agreement by means of lawfully manufactured pre-recorded Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining Videos is that of LICENSEE, and that the costs of acquiring such Videos are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.
- LICENSEE may not duplicate, edit or otherwise modify the Videos obtained for public performance purposes under this 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 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 are presently in effect.
- This Agreement may not be assigned by LICENSEE, without the prior written consent of CVLI, except that LICENSEE shall have the right to assign this Agreement in connection with a merger, consolidation or sale of its assets and business provided that LICENSEE guarantees payment of license fees if the assignee does not pay in a timely manner for fees owed. This 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 LICENSEE 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 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.
- In the event CVLI engages an attorney 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 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 acknowledges by submission of the Application or payment of the license fee, 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.
- Any and all rights not granted to LICENSEE in this 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. 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.
- This 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.

Christian Video Licensing International and the Association of Gospel Rescue Missions are proud to present: The CVLI Video License®



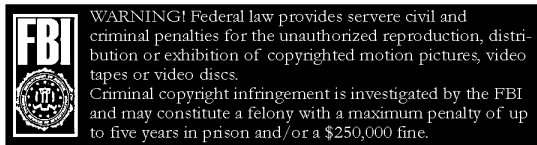
Christian Video Licensing International

CVLI

Why Do We Need a License?

Pre-recorded home videocassettes or DVDs (hereinafter referred to as “Videos”), those commonly available in retail or rental stores, are intended for personal, private, home use only. Viewings outside of the home, such as in a church, conference center, mission, or a child care center, require a license. This is the case for non-profit or for-profit facilities, even if admission is not being charged, or if the video has been purchased.

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 the Motion Picture Licensing Corporation (MPLC) and Christian Copyright Licensing International (CCLI) that focuses on the educational and entertainment needs of the faith-based community.

The CVLI Video License provides the most diverse programming available from over 375 producers, ranging from family values and foreign producers, to independent and major Hollywood studios.

CVLI provides the license you need to comply with federal copyright law. In recent years, the showing of motion pictures and other programs outside of the home has become more popular than ever before. Whether within Bible study, a child care setting, or just for fun, as the director of a Mission, it is vital that you use these materials legally. A CVLI Video License covers the use of Videos produced “for home use only” and will help ensure copyright compliance within your facility.

The Simple Solution

For many years, Christian Video Licensing International has worked to educate the faith-based community of the need for copyright compliance when motion pictures and other programs are shown outside of the home. Through a new partnership with the Association of Gospel Rescue Missions, CVLI is proud to announce discounted pricing on the CVLI Video License for Member Missions. If your Mission plans to show movies in any capacity, whether within Bible study, as a special event for Mission guests and residents, 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 AGRM membership and save up to 35% off standard license fees!

Once licensed, Videos can be obtained from any legitimate source, whether rented, purchased, or borrowed. All told over 60,000 locations in the U.S. have a CVLI Video License.

As an added bonus, the CVLI Video License also includes a complimentary standard membership to ScreenVue, an online resource that provides faith-based movie scene ideas. Through www.screenvue.com, this free added bonus to the CVLI Video License provides access to over two thousand illustration ideas from major motion pictures that you rent or purchase. Each scene idea includes a movie summary, scene summary, and religious themes, as well as valuable insights and suggestions for using a scene effectively.

The Licensing Process

To obtain a license, simply complete the application provided in this brochure, and send it to CVLI. Upon receipt, a Certificate of License will be sent to your attention, and you can begin showing Videos from CVLI’s wide range of producers immediately!

Send Application to:

Christian Video Licensing International
5455 Centinela Avenue • Los Angeles, CA 90066
Telephone: (888) 771-CVLI (2854) Option 3
Fax: (310) 822-0908
Email: info@cvli.com
Web: www.cvli.com



Questions & Answers

Q. We own the Video. Do we still need a license to view or show it in public?

A. Yes. The facility requires a license regardless of who owns the Video. While you may own the actual Video, you are only granted the right to view it in your home, not to view it in public.

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

A. Yes. The U.S. Copyright Act states that regardless of whether an admission fee is charged, a license is required. In fact, the CVLI Video License does not cover showings where an admission fee is charged.

Q. We are non-profit. Do we still need a license?

A. Yes. The legal requirement to obtain a license applies equally to non-profit and for-profit organizations.

Q. How much does the CVLI Video License cost?

A. Through a partnership with CVLI, AGRM members pay a reduced license fee. Pricing is based on the type of Mission: Day Rescue Mission, Residential Rescue Mission with fewer than 100 beds, or a Residential Rescue Mission with more than 100 beds. The result is a discount of 35% off non-member rates. Missions have the opportunity to save up to \$130 off standard license fees.

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

A. Yes. Any location outside of the home is considered public for copyright purposes.

Q. We do not program Video, but other groups or residents may. Can we be held liable for copyright infringement?

A. The exhibitor is considered the “primary infringer,” but the owner may be held vicariously liable or considered to be a “contributory infringer.”