



APPLICATION FOR COMPOSERS AND LYRICISTS
ERRORS & OMISSIONS LIABILITY INSURANCE

NOTICE: This is an Application for a "NAMED PERILS" CLAIMS MADE POLICY. Except to such extent as may be provided otherwise herein, any insurance Policy which may issue hereafter will be limited to liability for only those CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. Please read and review this Application carefully and discuss the coverage with your insurance agent, broker or representative.

- 1. Name of Applicant:
2. Street & Mailing Address:
3. Applicant is a: Corporation Individual Other (Explain):
4. If a Corporation, the Officers are:
5. If a Partnership, the general and limited partners are:
6. Years in Business: Under Present Name:
7. Names and addresses of all subsidiaries, state of incorporation, and percentage of ownership by Applicant:
8. Affiliations with other firms:
9. Is the Applicant engaged in any Business or Profession other than as described above? Yes No
If "Yes," explain:
10. The Work to be insured is a:
Musical Composition(s) Music for Motion Picture of TV Productions
Dramatic or Dramatico-Musical Composition Theatrical Stage Production
Other (Describe)
11. Title of Works:
12. Desired effective date: for a term of year(s).

**COMPOSTER AND LYRICISTS ERRORS & OMISSIONS LIABILITY INSURANCE APPLICATION (Cont'd)**

13. Limit of Coverage desired: \_\_\_\_\_ Any one claim and in the aggregate \$ \_\_\_\_\_  
Deductible \$ \_\_\_\_\_

**NOTE:** Costs are inclusive within both Limit of Liability and Deductible Amount.

14. State Applicant's last 3 years and current Estimated Annual Gross Revenues from all Sources:

	Year	Year	Year	Year
(a) Musical Compositions:	_____	_____	_____	_____
(b) Motion Picture or TV Productions:	_____	_____	_____	_____
(c) Theatrical Stage Productions:	_____	_____	_____	_____
(d) Other (describe):	_____	_____	_____	_____

15. Name, Address and Phone of Applicant's Attorney who clears Literary, Musical and other Materials: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

16. State briefly Applicant's Clearance Routines: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Has title report been obtained from any of the title clearance services?  Yes  No  
If so, name of clearance service (attach copy of report): \_\_\_\_\_

18. Has Applicant's Attorney approved as adequate the steps taken by Applicant as respects Clearance of Rights?  Yes  No

19. Is applicant:  
(a) a member of ASCAP?  Yes  No  
(b) Represented by BMI?  Yes  No  
(c) Represented by SESAC?  Yes  No  
(d) Represented by others?  Yes  No State who: \_\_\_\_\_

20. Does Applicant license mechanical rights?  Yes  No  
(a) Through the Harry Fox Organization?  Yes  No  
(b) Directly?  Yes  No  
(c) Through Others?  Yes  No

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21. Please provide below full particulars of all similar Insurance carried in the past five (5) years:

Name of Insurer	Policy Period From: Mo/Day/Year To: Mo/Day/Year	Limits of Liability	Deductible
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

22. Does any person proposed for this Insurance have any knowledge of any act, error or omission which might give rise to a claim against the Firm or Themselves?  Yes  No

If "Yes," **attach full particulars.**

23. (a) Has the Applicant been sued or have claims been made in the past five years for defamation, invasion of privacy, plagiarism, piracy, copyright infringement or unfair competition?  Yes  No

If "Yes," Please describe: \_\_\_\_\_

(b) Number of Judgments rendered: \_\_\_\_\_ Amount of each Judgment: \_\_\_\_\_

\_\_\_\_\_

(c) Number of Settlements before Trial: \_\_\_\_\_ Amount of each Settlement: \_\_\_\_\_

\_\_\_\_\_

(d) Do you have any claims or suits pending?  Yes  No State facts concerning each claim or suit:

\_\_\_\_\_

24. **Attach standard forms of Performer's Agreements utilized by Applicant.**

25. **Attach brief Professional Biography of Applicant (or use other side).**

26. Applicant agrees to obtain from third parties from whom it obtains any matter, material or services for the Insured Work written warranties and indemnities against claims arising out of the use of such matter, material or services.

Please Initial

27. Applicant agrees that it will use due diligence to determine whether any matter or materials to be used in the Insured Work are protected by law and, where necessary, to obtain from parties owning rights therein, the right to use the same in connection with the Insured Work.

Please Initial

28. **COVERAGE, CONFLICTS, ETC.**

Applicant acknowledges that claims and lawsuits may be brought which may combine covered and uncovered claims or forms of relief and that conflicts of interest may arise as between one Applicant and another Applicant under this Policy or as against the Insurer. In all such circumstances, Applicant recognizes that, under this Policy, the Insurer's obligation is only to provide one (1) counsel for defense of all claims and if any further counsel are desired by Applicant, they may be retained at the Applicant's own cost and expense in accordance with the terms of this Policy. Applicant understands that the premiums set forth herein, the deductible and the balance of the terms of this Policy have been specifically set and determined with the foregoing provisions in mind and acknowledges that he is waiving his right to separate counsel paid for by the Insurer but shall retain the right to such counsel paid by himself.

Please Initial

29. **THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING SPECIFIC UNDERSTANDING:**

- (a) Applicant warrants and represents that the above answers and statements are in all respects true and material to the issuance of an Insurance Policy and that Applicant has not omitted, suppressed or misstated any facts.
- (b) If any claims, threatened claims, or other matters which might affect issuance of a Policy come to the attention of Applicant after execution or filing of this Application with the Insurer but before a Policy issues, Applicant must notify the Insurer immediately.
- (c) All exclusions in the Policy apply regardless of any answers or statements in this Application.
- (d) Applicant understands that the limit of liability and deductible under any Policy to be issued in response hereto shall include both loss payment and claim expenses as defined in the Policy.

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

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

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

Account Executive: \_\_\_\_\_

Brokerage Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Telex: \_\_\_\_\_ Telefax: \_\_\_\_\_

**NOTE: Please be sure to attach 5 years Loss Experience in Detail.**