

**BROADCAST RIGHTS FOR SCHOOL EVENTS ON RADIO, TV, INTERNET, AND OTHER MEDIA**

**Contract Requirement**

The rights to broadcast/telecast athletic contests and other school events shall be governed by a contract in writing between the broadcaster and the Board of Education. The county superintendent is hereby granted the authority to enter into such contracts on behalf of the Board of Education. No vote of the Board of Education shall be required to authorize entry into such contracts, although the Board of Education does reserve its right to exert control over the contracting process. A sample contract is attached hereto as an example only.

**Fees**

A fee shall be required for live broadcasts / re-broadcasts of school events in accordance with the fee schedule set forth in a contract between the BOARD and any Broadcaster.

**Facilities**

The school or Board of Education is obligated only to provide reasonable facilities and/or accommodations to any Broadcaster granted the right to broadcast or re-broadcast a school event. Broadcasters shall make, in advance of any event, logistical arrangements with the relevant building principals necessary to exercise any broadcast or re-broadcast right granted them under this policy.

**SAMPLE CONTRACT**

The fee and schedule listed below is established for the grant of broadcast rights of the \_\_\_\_\_ (event name) at \_\_\_\_\_ (event site) to \_\_\_\_\_ (broadcaster or re-broadcaster).

Date(s) of event(s) to be broadcast or re-broadcast:

\_\_\_\_\_

**Event & Fees**

Name of Event: \_\_\_\_\_ Fee: \_\_\_\_\_

Name of Event: \_\_\_\_\_ Fee: \_\_\_\_\_

Name of Event: \_\_\_\_\_ Fee: \_\_\_\_\_

Name of Event: \_\_\_\_\_ Fee: \_\_\_\_\_

TOTAL FEES TO BE PAID TO THE BOARD OF EDUCATION: \_\_\_\_\_

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the BOARD OF EDUCATION OF THE COUNTY OF MCDOWELL ("BOARD") and \_\_\_\_\_ (contracting entity) with its principal offices located at \_\_\_\_\_ ("Broadcaster").

WHEREAS, the BOARD does desire to give and grant permission for the Broadcaster to broadcast contests from the \_\_\_\_\_ (NAME OF EVENT) and \_\_\_\_\_ (SITE) commonly referred to as the \_\_\_\_\_ (NAME OF EVENT); and

WHEREAS, the Broadcaster desires to purchase the rights to broadcast or re-broadcast such event upon certain terms and conditions,

**It Is Agreed As Follows:**

1. The BOARD hereby grants to the Corporation the right to broadcast or re-broadcast the \_\_\_\_\_ (name of event) on \_\_\_\_\_ (date) from facilities located at \_\_\_\_\_ (site).
2. The Broadcaster agrees to pay to the BOARD the sum of \$ \_\_\_\_\_ for LIVE/TAPE DELAY (circle one) RIGHTS and REPLAY RIGHTS prior to the beginning of producing such event(s).
3. All expenses and costs of broadcasting such event shall be the sole responsibility of the Broadcaster and the Broadcaster agrees to pay such costs and expenses and to hold harmless the BOARD for any such expenses involving the broadcast for which claim or suit may be brought against the BOARD.
4. This agreement is contingent upon the Broadcaster complying with all Federal, State and Local Laws and Regulations concerning the broadcasting of such events.
5. The Broadcaster agrees that there will be neither advertisements with respect to beer, liquor, nor tobacco products in connection with the use of the rights granted herein. The Broadcaster further agrees not to use without the prior written permission of the BOARD, the name of the BOARD or the abbreviation MCBOE in any of its advertising and specifically agrees not to, either expressly or impliedly, indicate that the BOARD is endorsing any other product or entity advertised by the Broadcaster.
6. The Broadcaster agrees to include early in the broadcast the following statement verbatim:  
  

“The rights to this broadcast have been granted by the Board of Education of the County of McDowell. Any rebroadcast or republication of the programming without the express written consent of the Board of Education of the County of McDowell is strictly prohibited.”
7. The Broadcaster also agrees that the Broadcaster and the BOARD shall jointly own the copyright in all broadcasts (live or delayed), pursuant to this agreement. Notwithstanding the foregoing, neither party hereto shall further exploit for itself or license, sell, assign, transfer or otherwise convey the right to use the broadcast hereunder to any third party without the other party’s prior written approval. Notice of the Broadcaster’s and BOARD’s joint copyright shall be included as part of every BOARD school event broadcast made pursuant to this agreement. That notice shall consist of the symbol © or the word “Copyright” followed by the year that the event is first broadcast and the name “Name of Broadcaster/the Board of Education of the County of McDowell,” and shall appear in the opening and closing credits to any visual media. The Broadcaster agrees to provide within seven (7) days of the event, TWO (2) copies of the broadcasted events on DVD and to mail the same to the following:  
  

\_\_\_\_\_

\_\_\_\_\_
8. The Broadcaster agrees that the purpose of broadcasting the event is to provide entertainment involving the event itself and the Broadcaster agrees to make every effort not to give needless exposure to activities such as fighting, negative crowd reactions, and officials’ calls when such might detract from the observance of the event itself.

9. This agreement provides for the authority of the Broadcaster to broadcast such event, in the Broadcaster's chosen media, and is exclusive.
10. The Broadcaster shall not assign any of its rights or its obligations under this agreement without the prior written consent of the BOARD.
11. Attached hereto is Exhibit A (the GENERAL PROVISIONS) and Exhibit B (the TERMS & CONDITIONS) with respect to broadcasting such school events and the Broadcaster agrees to abide by such rules and regulations and general provisions. However, this Broadcasting Agreement shall control in the event of any inconsistency therewith.
12. The BOARD will allow the Broadcaster or cause the Broadcaster to be allowed, at no cost to the Broadcaster, physical access, services, space, utilities (e.g., electrical power to the mobile unit) and facilities to, in and around the event site as reasonably required by the Broadcaster in connection with the production of the broadcast of the event, including, without limitation, press box access and parking spaces for the Broadcaster's necessary vehicles and equipment.
13. The Broadcaster shall be given access to conduct such interviews as the Broadcaster may elect in connection with the production of the broadcast of the event and shall assist the Broadcaster in securing any and all required releases in connection therewith. The BOARD shall make available or cause to be made available to the Broadcaster the coaching, directing and/or other staff of the schools participating in the event, the participating students, and other personnel of the schools and the BOARD at such times as reasonably requested by the Broadcaster.
14. The BOARD hereby represents, warrants and agrees that: (A) it has the right and authority to enter into this Agreement and to grant the rights, licenses, permits and privileges granted hereunder to the Broadcaster; (B) it has not granted nor will it grant any right, do any act or enter into any agreement, arrangement, commitment or understanding whatsoever which may or will conflict with the rights granted hereunder or which may or will prevent, impair or hinder its performance hereunder; and (C) it has obtained all necessary clearances and further that the promotion and exhibition of the broadcast of the event by the Broadcaster and its licensees will not violate the right of privacy, publicity or constitute a libel or slander against or violate or infringe upon any trademark, trade name, patent, copyright or any literary, artistic, dramatic or other rights of any person, firm or corporation.
15. The BOARD grants, at no cost to the Broadcaster, its licensees and designees, the right to use and authorize others to use the name and title of the BOARD, the games/events and the schools and their respective teams, the names and likenesses of the individuals participating in the game (including, without limitation, coaching/directing and training staff and team members) for the purpose of advertising and publicizing the broadcast of the event and the Broadcaster, provided that no such use shall constitute an endorsement of any product or services without the prior written authorization of the parties involved.
16. The BOARD shall indemnify and hold harmless the Broadcaster, its owners, parent companies, divisions and affiliated entities (including the Broadcaster's programming affiliates) and all of their respective employees, directors, partners, stockholders, officers, agents, licensees, successors and assigns, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel incurred by the Broadcaster in any action or proceeding between the Broadcaster and the BOARD or between the Broadcaster and any third party or otherwise) arising out of or caused by the breach by the BOARD of its obligations or agreements hereunder or the untruth of its representations and warranties hereunder. The BOARD's obligation as an indemnitor hereunder shall survive the termination of this Agreement.

- 17. It is the responsibility of the BOARD to organize and control the events/activities to be broadcast and it is solely the responsibility of the Broadcaster to make all arrangements for the facilities, personnel and any other arrangements which need to be made in order to allow for broadcasting or re-broadcasting of the event.
- 18. This agreement shall be binding upon all parties hereto, and their respective successors and assigns may not be amended, changed or altered without the written consent of both parties hereto.
- 19. This agreement contains the entire agreement and understanding between the parties and the waiver of any provisions of this agreement shall not constitute a waiver of any other portions of said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

THE BOARD OF EDUCATION OF THE COUNTY OF MCDOWELL

By its Superintendent \_\_\_\_\_

BROADCASTER/CONTRACTING ENTITY

Name of Broadcaster here

By \_\_\_\_\_ its \_\_\_\_\_

(signature of Broadcaster representative) (title)

Printed Name & Title of Broadcaster Representative \_\_\_\_\_

Broadcaster Phone Number \_\_\_\_\_

Broadcaster Fax Number \_\_\_\_\_

**Exhibit A – General Provisions**

- 1. Telecasting of any WVSSAC sponsored contest is prohibited without the prior written consent of the WVSSAC.
- 2. Expenses incurred in the broadcast of a WVSSAC-sponsored event shall be the sole responsibility of the originating station.
- 3. Advertising of, and announcements relative to, alcoholic beverages, tobacco products, or political candidates, parties or organizations are strictly prohibited.
- 4. The Broadcaster agrees to include early in the broadcast the following statement verbatim:

“The rights to this broadcast have been granted by the Board of Education of the County of McDowell. Any rebroadcast or republication of the programming without the express written consent of the Board of Education of the County of McDowell is strictly prohibited.”

The Broadcaster agrees to use reasonable efforts to use the McDowell County Schools logo, if any, when returning from commercials and wherever/whenever Broadcaster can reasonably include the same during the broadcast. Such logo may only be obtained through the office of the county Superintendent.

5. Payment in full of the established fee(s), as set forth in the contract, shall be required prior to the start of the event.
6. If the Broadcaster requires that an invoice be presented, the invoice shall be prepared prior to the event and shall be in full prior to the start of the event.
7. The BOARD retains the right to grant coverage of this event to other entities unless the contract at issue states that it grants exclusive broadcast rights to Broadcaster.
8. Broadcasting of up to three (3) minutes of video of any BOARD-sponsored event for use as part of a local newscast or sports highlight show shall be permitted without additional charge. Any such use shall include a credit to the BOARD and shall be permitted only after completion of the event in question.
9. The Broadcaster agrees to indemnify, defend and save harmless the BOARD from any and all claims, demands, liability, suits and proceedings, arising out of use in contravention of this agreement or any activities in connection therewith.

10Sc. Video on Demand privileges are not covered or approved by this contract until and unless further specifics terms are discussed and agreed to by the BOARD and the Broadcaster in writing.

Broadcaster's Initials \_\_\_\_\_ Date \_\_\_\_\_

### **Exhibit B - Terms And Conditions**

#### Delays in Broadcasting

1. There shall be no delay in the start of a scheduled contest or school event for any reason relating to any problems of the Broadcaster.
2. There shall be no TV time-outs or similar time-outs due to the fact that the event is being broadcast.
3. There shall be no extension of half-time in connection with the fact that the event is being broadcast.
4. Post-game/event activities for any event shall include the awards presentation ceremony, if applicable.
5. Commencing as of 24 hours following each game/event, airing of each broadcast game/event is permitted up to five (5) times. The foregoing limitation as to number of airings of each game/event does not apply to any VOD exhibition, as applicable.
- 6.

Broadcaster's Initials \_\_\_\_\_ Date \_\_\_\_\_

Adopted: March 25, 2014