

**Media Rights Agreement between High School Athletic
Association and Radio of Television Station**

Agreement made on the _____ (**date**), between _____
_____ (**Station**), a corporation organized and existing under the
laws of the state of _____, with its principal office located at _____

(street address, city, state, zip code), referred to herein as *Station*, and
_____ (**Name of Athletic Association**), a
nonprofit corporation organized and existing under the laws of the state of
_____, with its principal office located at

(street address, city, state, zip code), referred to herein as *HSAA*.

Whereas, Station is requesting the right and privilege to broadcast and originate
the following type of event:

- ___ 1. Broadcast;
- ___ 2. Telecast;
- ___ 3. Audio webcast; and/or
- ___ 4. Video webcast;

regarding the following sporting event:

Sport:

- ___ Baseball
- ___ Girls Basketball
- ___ Boys Basketball
- ___ Football
- ___ Flag Football
- ___ Boys Volleyball
- ___ Girls Volleyball
- ___ Softball
- ___ Boys Soccer
- ___ Girls Soccer

Other: _____

Level:

- ___ Regional tournament quarterfinal
- ___ Regional tournament semifinal
- ___ Regional tournament final
- ___ District tournament/football tiebreaker
- ___ State football semifinal game
- ___ State finals game/tournament

Date: _____ Site: _____

Team(s) covered for media market: _____

The broadcast/telecast/webcast will be fed to the following additional outlet(s) and/or streamed through the following additional web site(s):

Commercial advertisers for this broadcast/telecast/webcast are (provide name of all commercial advertisers):

Please list the names of all the people on the radio broadcasting crew:

By submitting this request to the HSAA, I acknowledge my understanding of the HSAA's broadcast policy and agree to comply with Policy _____ in the HSAA Handbook. Outlets may not reserve facilities until the HSAA signs this form and sends it to the host school/organization. The outlet designated above will receive a copy of the signed form. The outlet's on-site personnel also should have a copy of the signed form for reference.

The HSAA will send an invoice in the amount of the designated rights fee at the completion of the event. The fee for a radio broadcast or audio webcast is \$_____ per event per outlet. The fee for a tape-delay telecast or video webcast is \$_____ per event. The fee for a live telecast is negotiable. **Payment must be made by check payable to "HSAA" and sent within 30 days of receipt of the invoice to the following address: HSAA, _____ (street address, city, state, zip code). Please note that checks will not be collected at the event site.** Payment of rights fees should not be made until the invoice is received. This agreement must be completed, signed and filed by the applying outlet with the HSAA Office by fax _____ (**Fax Number**) not later than 3 p.m. on the business day preceding the first date of the district/state series event for which radio broadcast, telecast or webcast rights are being applied.

Submitted by: **(HSAA OFFICE USE ONLY)**
Broadcast/telecast/web cast authorized by:

Printed name of HSAA Administrator submitting form

Signature of HSAA Administrator

Date _____ / _____

Outlet _____

Billing address (street, route or P.O. Box) _____

City, _____ State, _____ Zip Code _____

(_____) _____ (_____) _____

Phone _____ Fax _____

E-mail address _____

Originating fee..... \$ _____

Affiliate station fee..... \$ _____

Late fee.....\$ _____

TOTAL FEES..... \$ _____

Invoice number..... _____

Broadcast Policy No. _____

A. Regular Season

1. Radio broadcast, telecast, cablecast and internet broadcast rights for regular season contests in all sports are held by the home/host school. The HSAA cannot grant radio broadcast, telecast, cablecast or internet broadcast rights to regular season contests. Outlets wishing to broadcast, telecast, cablecast or webcast a regular season contest should contact the principal of the home/host school to secure rights and make arrangements.

a. The terms "radio station", "over-the-air television station", "cable TV system", "independent producer" and "internet provider" are applicable and appropriate any place in this policy where the term "outlet" is used unless one or more of the terms is specifically used.

b. The term "telecast", "cablecast" and "internet broadcast" or "webcast" is applicable and appropriate any place in this policy where the term "broadcast" is used unless the two are specifically differentiated.

2. An outlet that broadcasts a regular season contest shall agree to hold the HSAA and its member schools harmless because of any injury to person or property on the premises. The outlet shall further agree to assume all responsibility for any damages, which are a direct result of the activities of the broadcast. The outlet shall also agree to defend all claims made against the HSAA or its member schools for damages occasioned by the outlet of whatever nature.

B. HSAA State Series

1. An outlet wishing to broadcast a contest in the HSAA State Series must request and be granted rights by the HSAA prior to originating or accepting feed of such a broadcast and make payment to the HSAA Office of the appropriate rights fee. Such rights are not exclusive.

a. An outlet granted broadcast rights may not feed its broadcast to any other outlet(s) without written permission from the HSAA. For the purposes of television or video webcast, a videotape of an HSAA State Series contest is considered a "feed." Therefore, an over-the air or cable television station, even if granted broadcast rights by the HSAA, may not share a videotape of an HSAA State Series contest without express written permission from the HSAA and payment of appropriate rights fees. Requests for permission to feed such broadcasts should be indicated on the HSAA Broadcast Rights Application Form.

b. The HSAA reserves the right to grant exclusive rights to broadcasts for HSAA State Championship events to network providers. In these cases, there may be additional network fees which must be paid.

2. Radio broadcast rights must be secured from the HSAA for both live and tape-delay broadcasts. Telecast rights, in general, are for tape-delay telecasts only. However, rights fees for live telecasts may be negotiated at the Executive Director's discretion.

a. There can be no delay in the start of a contest to accommodate a live or tape-delay radio broadcast or a tape-delay telecast of an HSAA State Series contest; neither can there be any radio or television timeouts, or any extension of halftime. Provisions for live telecasts, when permitted, are found in Item B below of this provision.

b. Live telecasts of football and basketball games, when permitted, may operate under the following guidelines upon approval of the Executive Director:

i. The intermission between the first and second quarters, the third and fourth quarters, and overtime periods will be extended from 60 seconds to 90 seconds;

ii. The outlet will be granted one 90-second television timeout during each quarter. This timeout will be granted at the dead ball following the change of possession which occurs nearest to the midpoint of the quarter. This television timeout will be granted regardless of whether one of the two participating teams has called a charged timeout close to the midpoint of the quarter. Additionally, this television timeout will not preclude either one of the two

participating teams from calling a charged timeout near the midpoint of the quarter; and

iii. All charged timeouts called by either team will be a full 60 seconds in duration. It will be the responsibility of the referee to see that these guidelines for television timeouts are strictly adhered to.

3. Tape-delay telecasts may not be aired earlier than 12 hours following the scheduled starting time of the contest and may not conflict with the playing times of scheduled HSAA State Series contests in the same sport. There is no limit on the number of times these telecasts may be replayed by the outlet approved for such telecasts.

4. The use of audiotape, videotape and/or film by an outlet granted broadcast rights for any purpose other than for complete playback of the contest(s) for which it was approved, or for the use of excerpts for regularly scheduled newscasts is expressly forbidden. Any other use of the verbal description and/or video account of the contest(s) must be approved in writing by the HSAA.

5. HSAA approval of broadcasts of HSAA State Series contests is final. Host schools or contest managers will be required to permit all broadcasts approved by the HSAA, and admit to the facility without charge personnel originating these broadcasts upon presentation of the proper documentation.

6. The outlet must make all arrangements for seating and equipment setup with the host school principal or contest manager. The outlet must assume all expenses in connection with the broadcast, and must provide all equipment necessary for the broadcast. This includes arranging for broadcast lines with the appropriate telephone company.

7. Personnel originating approved broadcasts who are to be admitted to the facility without charge must not exceed four (4) persons. The host school principal or contest manager must make every effort to provide these personnel with seating which provides them with an unobstructed view of the playing area.

8. In facilities where seating is limited in the press box or broadcast booth, the host school principal or contest manager should provide seating to the one (1) principal outlet covering each participating school. Thereafter, seating in the press box or broadcast booth should be provided on a first-come, first-served basis. An outlet must understand that it may be necessary for it to set up operations in the spectator seating area at facilities with limited space in the press box or broadcast booth. The principal outlet for a participating school is considered to be the outlet which has broadcast the greatest number of regular season contests and/or HSAA State Series contests in which the school has participated.

9. The host school principal, contest manager and/or the officials assigned to work the contest will have the authority to require the repositioning of television cameras and videographers if they believe their placement may threaten the safety of the participants or interfere with the conduct of the competition.

10. The outlet must incorporate into its broadcast of each HSAA State Series contest a minimum of two (2) announcements concerning the HSAA and its activities programs. Script for these announcements and/or cassette copies of professionally pre-produced spots will be provided by the HSAA.

a. The outlet may present scripted announcements in a manner of its choice, and may use sound and/or visual effects as it desires, provided the integrity of the HSAA State Series in which the announcement is used, the _____ **(Name)** High School Athletic Association and its member schools is upheld.

b. The two (2) mandatory HSAA announcements must be incorporated into the actual broadcast of the contest. Airing the announcements and disclaimer during a pregame and/or postgame show will not satisfy the requirements of this policy.

11. The outlet must incorporate into each broadcast the following disclaimer establishing its broadcast rights as granted by the HSAA:

“BROADCAST RIGHTS TO THIS HSAA STATE SERIES CONTEST HAVE BEEN GRANTED TO (THE OUTLET) BY THE _____ (Name) HIGH SCHOOL ATHLETIC ASSOCIATION AND IS INTENDED SOLELY FOR THE ENJOYMENT OF OUR (LISTENING/VIEWING) AUDIENCE. ANY REBROADCAST, RETRANSMISSION OR OTHER USE OF THIS PRODUCTION WITHOUT THE EXPRESS WRITTEN CONSENT OF THE HSAA IS PROHIBITED.”

The disclaimer must be incorporated into the actual broadcast of the contest. Airing the disclaimer during a pregame and/or postgame show will not satisfy the requirements of this policy.

12. Announcers are expected to handle broadcasts with efficiency and without introduction of objectionable comments such as criticism of an official, coach, team, player, school or other entity. Reports of any accidents, injuries or other incidents should be minimized and factual, in order to prevent undue anxiety on the part of viewers. Announcers should also make every effort to correctly pronounce the names of individual participants.

13. The terms “sponsor”, “sponsorship” or other like terms that imply or refer to the presentation and support of the activities under the jurisdiction and control

of the High School Athletic Association by entities other than the HSAA must not be used during any broadcast of an HSAA State Series event unless expressly approved, in writing, by the HSAA. Announcers may not refer to or use words that imply a sponsorship of any HSAA State Series contest by a commercial advertiser without the expressed written consent of the HSAA (see Item **E-9** elsewhere in this policy).

14. The outlet must abide by each and all terms and conditions of this policy. Failure to do so may result in the immediate revocation of the outlet's immediate broadcast rights, and denial of future broadcast rights to the outlet for a period to be determined by the Executive Director. The HSAA reserves the right to discontinue at any time an outlet's broadcast of an HSAA State Series contest if previous broadcasting by the outlet is considered by the HSAA to have been in poor taste or incompatible with the educational dignity and propriety of the HSAA State Series, the High School Athletic Association and its member schools. The host school principal or contest manager will have the authority to act on the behalf of the High School Athletic Association in enforcing this policy during all HSAA State Series contests at his/her facility.

15. An outlet which broadcasts an HSAA State Series contest without prior written approval of the HSAA may be denied future broadcast rights for a period to be determined by the Executive Director. A host school principal or contest manager who permits the broadcast of an HSAA State Series contest that has not been approved by the HSAA will subject his/her school, organization or facility to a monetary penalty to include payment of the appropriate rights fees and, for member schools, a financial assessment in the amount of \$50.00 per game broadcast.

16. An outlet which broadcasts an HSAA State Series contest must agree to hold the HSAA and its member schools harmless because of any injury to person or property on the premises. The outlet must further agree to assume all responsibility for any damages which are a direct result of the activities of the broadcast. The outlet must also agree to defend all claims made against the HSAA or its member schools for damages occasioned by the outlet of whatever nature.

17. **The HSAA reserves the right to amend this policy at any time and in any manner deemed necessary.** No exception to this policy may be made by an outlet, host school principal or contest manager except by written permission of the HSAA.

C. Obtaining Broadcast Rights

1. Application to broadcast an HSAA State Series contest must be made on the HSAA Broadcast Application Form, a copy of which is provided in the HSAA Forms Book and on HSAA.org. An application also may be obtained by

contacting the SAA communications department at _____ (**Phone Number**).

a. It is the responsibility of an outlet feeding its broadcast to another outlet(s) to request permission for this feed on its application form, and to make payment of the appropriate rights fees for both itself and all other outlets accepting its feed.

b. The Broadcast Application Form shall be an agreement between the outlet and the SAA and will be governed by the laws of the State of _____.

2. The broadcast application form must be received in the HSAA Office not later than 3 p.m. Eastern Time on the business day immediately preceding the date of the contest or event to be broadcast. The form may be mailed to the attention of the Media Relations Coordinator, HSAA, _____ (**street address, city, state, zip code**), or faxed to the HSAA Office at _____ (**Phone Number**).

3. A late filing fee of \$25.00 shall be assessed an outlet that fails to meet the appropriate deadline for filing its broadcast application form. The HSAA reserves the right to deny any request for broadcast rights which is filed after the deadline. This agreement must be completed, signed and filed by the applying outlet with the HSAA Office by fax at _____ (**number**) not later than 3 p.m. on the business day preceding the first date of the state series event for which radio broadcast, telecast or webcast rights are being applied.

4. The HSAA will not grant blanket broadcast rights to an outlet which intends to follow a school, until it is eliminated, through each level of an HSAA State Series. An outlet must file a separate broadcast application form for contests on each level in which the school being followed participates, with the exception of district tournaments in the sports of baseball, basketball, soccer, softball and volleyball. Requests for broadcast rights to games or matches in district tournaments in these sports shall be processed as a single event for which a flat rights fee shall be paid regardless of the number of games or matches in the tournament that are broadcast. Levels of the HSAA State Series are: Football – district shootout, each round of the regional series and the HSAA State Championship game; Baseball, Basketball, Soccer, Softball and Volleyball – district tournament, regional series and HSAA State Championship tournament; Other sports –district tournament or meet, regional tournament or meet, and HSAA State Championship tournament or meet. Individual rounds in the district and state championship tournaments are not considered to be separate levels of an HSAA State Series.

5. Upon approval of an outlet's broadcast application, the HSAA will fax to the outlet the approved application form signed by the Executive Director or his/her designee which grants the outlet permission to broadcast the contest. The approved application form will also be faxed to the host school principal or contest manager. An outlet's broadcast crew should have a copy of the broadcast approval in its possession to ensure admission to the facility.

D. Payment of Rights Fees

1. An outlet granted broadcast rights to an SAA State Series contest must pay rights fees as follows:
 - a. Live or tape-delay radio broadcast – \$_____ (per event)
 - b. Tape-delay telecast or tape-delay video webcast – \$_____ (per contest)
 - c. Live telecast or live video webcast – to be determined by Executive Director.

An outlet must pay all rights fees, both for itself as well as \$25.00 for each outlet to which it feeds its signal, to the HSAA. Payment of rights fees must be by company check made payable to the HSAA. Payment of rights fees must be received in the HSAA Office not later than 30 calendar days following the event broadcast. A \$25.00 late fee shall be assessed if payment is not received by the 30-day deadline.

An outlet which feeds its broadcast to another outlet(s) is solely responsible for collecting reimbursement for its \$25.00 feeder fee payment to the HSAA from each outlet to which the originating outlet feeds its broadcast. Any fees charged by an originating outlet to accepting outlets will be in addition to HSAA rights fees.

2. A \$30.00 returned check fee will be assessed to any outlet whose payment of rights fees is returned due to insufficient funds. Additionally, such outlet will be denied broadcast rights to future HSAA State Series contests until such time as payment of rights fees and any other fees assessed by the HSAA is made to the satisfaction of the HSAA.

3. An outlet must pay all costs of collection to include reasonable attorney's fees if it becomes necessary for the SAA or the host school principal or contest manager to place the account for collection and bills incurred. Venue of any such civil action relative to the collection of rights fees shall lie in _____ County, _____ (**state**), or in the county of _____ (**state**) wherein the host school or facility is located.

E. Commercials and Sponsors

1. An outlet must submit the names of all sponsors on the Broadcast Application Form, and must be able to produce in writing upon request of the SAA any and all commercials used during the broadcast.
2. The HSAA reserves the right to reject any and all applications for broadcast rights, whether sponsored or unsponsored. The HSAA reserves the right to approve or reject the product or service which desires to sponsor the broadcast.
3. Advertisements for the following are prohibited:
 - a. Promotions for the possession, use or sale of alcoholic beverages, tobacco products, harmful drugs, firearms and contraceptives;
 - b. Bars, taverns and cocktail lounges or other establishments that serve alcoholic beverages;
 - c. Exotic dance clubs;
 - d. Political issues;
 - e. 900 call-ins for personal services, betting services, scouting services or other 900 call-ins which are in poor taste or are incompatible with the educational dignity and propriety of the HSAA State Series or the _____ **(name)** High School Athletic Association;
 - f. Parimutuels, excluding the _____ **state)** Lottery; and
 - g. Any other business, product, service or ideal that is incompatible with the educational dignity and propriety of the HSAA State Series, the High School Athletic Association and its member schools.
4. Combination businesses such as drug stores, grocery stores, department stores, hardware stores, hotels and restaurants which dispense alcoholic beverages, tobacco products, harmful drugs, firearms and contraceptives may be acceptable as sponsors provided no part of the advertising messages for these establishments refer to the dispensing of such products; or to a bar, tavern, cocktail lounge or other facility dispensing such products.
5. While advertisements for political issues are prohibited by this policy, political candidates may be acceptable as sponsors provided no part of their political advertisements raise controversial political issues.
6. Advertisements of the type prohibited in Item E-3(a-g) above are prohibited from use at any time during the broadcast from the time the pregame show begins until

the completion of the postgame show. Advertisements of this type are prohibited from use in pregame and/or postgame shows whether such pregame or postgame shows originate from the site of the contest or from the studio of the originating outlet. At no time during the broadcast may a listing of broadcast sponsors be read which includes the name of such business, product or service listed in Item E-3(a-g) above and referred to in this note.

7. Sponsorship of a broadcast does not provide for display of sponsor banner(s) and/or other promotional items and such display is prohibited. Originating outlet name identification banners, however, are permitted.

8. Commercial announcements may not occupy time when actual competition is taking place. An outlet must, as near as possible, limit its commercial announcements to timeouts and other times when the contest is not in progress.

9. Outlets may not use or allow to be used during a broadcast, both live and tape-delay, any commercial announcement that implies a sponsorship of any HSAA State Series contest without the expressed written consent of the HSAA.

Example: Language may be used which indicates that contest coverage “is brought to you by _____,” “is sponsored by _____,” or “_____ is a sponsor” of his tournament coverage. Outlets may not allow advertisers to claim that they are sponsors of SAA State Series contests.

10. The HSAA will exercise immediately its responsibility to cancel all broadcast rights for the particular contest and subsequent contests of any outlet found to have violated the provisions of this section of the policy. The host school principal or contest manager will have the authority to act on behalf of the HSAA in enforcing the provisions of this section of the policy.

F. News Film Crews

1. A film crew not to exceed three persons from an over-the-air television station or cable TV system will be allowed access, without charge, to an SAA State Series contest to shoot news film clips for use as part of the outlet’s regular news telecast or other special news programs. The outlet may not air a total of more than three (3) minutes of such footage. Any use of such footage must include visual credit to SAA.

2. The outlet must not sell, loan or give away any part of the footage shot and must use it only for the purpose set forth above unless permission for its use otherwise is granted in writing by the HSAA.

G. Credentials

1. The HSAA will not issue credentials to HSAA State Series contests below the state championship level. Authorized working personnel employed by an outlet which has been approved to broadcast an HSAA State Series contest must be admitted to the facility without charge upon presentation of proper identification and payment of appropriate rights fees to the host school principal or contest manager.

2. Application must be made to the HSAA for credentials to certain HSAA State Series contests on the state championship level. Please refer to the HSAA Media Credential Policy for regulations governing state championship contest credentials.

WITNESS our signatures as of the _____ day of _____, 20____.

(Name of Station)

(Name of HSAA Administrator)

(Signature of HSAA Administrator)

(Printed Name & Office in Corporation)

(Signature of Officer)