

**NEW YORK STATE PUBLIC HIGH SCHOOL
ATHLETIC ASSOCIATION**

8 Airport Park Boulevard, Latham, NY 12110
PH518-690-0771 FAX 518-690-0775

TELEVISION BROADCAST AGREEMENT FOR

Contracting Entity Name: _____

New York State Public High School Athletic Association Philosophy

The New York State Public High School Athletic Association (NYSPHSAA) strongly believes that championship events foster opportunities for developing school and community spirit and support. The NYSPHSAA feels that the televising of their activities is not absolutely essential to furthering these goals. However, the NYSPHSAA does not wish to exclude coverage of those activities from stations that feel that such broadcast would be in the best interest of their communities. The terms of this agreement have been developed to provide the parameters within which interested stations may broadcast a NYSPHSAA event.

Fee Schedule:

The fee and schedule listed below is established for **broadcast rights** of the _____ (event name) at _____ (event site). Exclusivity of any Championship contest will be one half of the broadcasting fee added to the current fee for each game.

Date of broadcasted contest(s):

Contest Class & Times	Fees
_____	_____
_____	_____
_____	_____

TOTAL: _____

TELEVISION BROADCASTING AGREEMENT

(to be completed and faxed to NYSPHSAA Office at 518.690.0775)

AGREEMENT made this ___ day of _____, 20___, by and between the New York State Public High School Athletic Association, for these purposes, located at 8 Airport Park Boulevard, Latham, NY 12110, hereinafter referred to as "NYSPHSAA" and _____ (contracting entity) with its principal offices located at _____ hereinafter referred to as "Corporation".

WHEREAS, the NYSPHSAA does desire to give and grant permission for the corporation to televise contests from the _____ (NAME OF EVENT) and _____ (SITE) commonly referred to as the _____ (NAME OF EVENT) and _____ (NAME OF EVENT) and _____ (NAME OF EVENT) and _____ (NAME OF EVENT).

WHEREAS, the Corporation desires to purchase the rights to televise such event upon certain terms and conditions,

IT IS AGREED AS FOLLOWS:

1. The NYSPHSAA hereby grants to the Corporation the right to televise the _____ (name of event) on _____ (date) from facilities located at _____ (site).

2. The Corporation agrees to pay to the NYSPHSAA 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 televising such event shall be the sole responsibility of the Corporation and the Corporation agrees to pay such costs and expenses and to hold harmless the NYSPHSAA for any such expenses involving the telecast for which claim or suit may be brought against the NYSPHSAA.

4. This agreement is contingent upon the Corporation complying with all Federal, State and Local Laws and Regulations concerning the televising of such events.

5. The Corporation agrees that there will be neither advertisements with respect to beer, liquor, or tobacco products nor any advertisements with respect to political advertisements. The Corporation further agrees not to use without the prior written permission of the NYSPHSAA, the name of the NYSPHSAA or the abbreviation NYSPHSAA in any of its advertising and specifically agrees not to, either expressly or implied, indicate that the NYSPHSAA is endorsing any other product or entity advertised by the Corporation.

6. The corporation agrees to include early in the broadcast the statement:
"The rights to this broadcast have been granted by the New York State Public High School Athletic Association representing the high schools in New York State. Any rebroadcast or republication of the programming without the written consent of the New York State Public High School Athletic Association is strictly prohibited."

7. The contracting entity agrees to use the NYSPHSAA logo in all event name, scoring and statistical graphics. Such logo may only be obtained through the New York State Public High School Athletic Association office.

8. The contracting entity agrees to recognize championship contests as "The New York State Public High School Athletic Association (or NYSPHSAA) _____ (sport) State Championships."

The Corporation also agrees that the Corporation and the NYSPHSAA 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

Initial _____ **Date** _____

party's prior written approval. Notice of the Corporation and NYSPHSAA joint copyright shall be included as part of every NYSPHSAA sports event telecast made pursuant to the agreement. The notice shall consist of the symbol „, or the word "Copyright," followed by the year that the event is first telecast and the name "Name of corporation/New York State Public High School Athletic Association," and shall appear in the opening and closing credits.

The Corporation agrees to provide within seven (7) days of the event, TWO (2) copies of the broadcasted contests on DVD and mail to: **NYSPHSAA Office, 8 Airport Park Boulevard, Latham, NY 12110**

Attn: Media Relations Director

9. The Corporation agrees that the purpose of televising the event is to provide entertainment involving the sporting event itself and the Corporation 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.

10. This agreement provides for the authority of the Corporation to televise such event and is exclusive.

11. The Corporation shall not assign any of its rights or its obligations under this agreement without the written consent of the NYSPHSAA.

12. The NYSPHSAA agrees to the following TV time-outs during the delayed broadcasts hereunder: one (1) 1:00 TV-time out at the first dead ball after the 4:00 mark in the first period, followed by a maximum of one 20 second timeout in the, second, third and fourth quarters each.

13. Attached hereto is Exhibit A are the GENERAL PROVISIONS and Exhibit B are the TERMS & CONDITIONS with respect to televising such event and the Corporation agrees to abide by such rules and regulations and general provisions. However, this Television Broadcasting Agreement shall control in the event of any inconsistency.

14. NYSPHSAA will allow the Corporation or cause the Corporation to be allowed, at no cost to the Corporation, all physical access, services, space, utilities (e.g., electrical power to the mobile unit) and facilities to, in and around the Game site as reasonably required by the Corporation in connection with the production of the Telecast of the Game, including, without limitation, press box access and parking spaces.

15. The Corporation shall be given access to conduct such interviews as the Corporation may elect in connection with the production of the telecast of the Game and shall assist the Corporation in securing any and all required releases in connection therewith. NYSPHSAA shall make available or cause to be made available to the Corporation the coaching and training staff of the schools participating in the Game, the schools' team members and other personnel of the schools and the NYSPHSAA at such times as reasonably requested by the Corporation.

16. The NYSPHSAA 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 Corporation; (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 telecast of the Game by the Corporation 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.

17. The NYSPHSAA grants, at no cost to the Corporation, its licensees and designees, the right to use and authorize others to use the name and title of the NYSPHSAA, the games and the schools and their respective teams, the names and likenesses of the individuals participating in the game (including, without limitation, coaching and training staff and basketball team members) for the purpose of advertising and publicizing the telecast of the games and the Corporation, provided that no

Initial _____ Date _____

such use shall constitute an endorsement of any product or services without the prior written authorization of the parties involved.

18. The NYSPHSAA shall indemnify and hold harmless the Corporation, its owners, parent companies, divisions and affiliated entities (including the Corporation'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 the Corporation in any action or proceeding between the Corporation and the NYSPHSAA or between the Corporation and any third party or otherwise) arising out of or caused by the breach by the NYSPHSAA of its obligations or agreements hereunder or the untruth of its representations and warranties hereunder. The NYSPHSAA's obligation as an indemnitor hereunder shall survive the termination of this Agreement.

19. It is the responsibility of the NYSPHSAA to organize and control the athletic activities to be televised and it is solely the responsibility of the corporation to make all arrangements for the facilities, personnel and any other arrangements which need to be made in order to allow for televising of the event.

20. 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.

21. 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__

New York State Public High School Athletic Association

By _____
(signature of NYSPHSAA Director of Marketing and Media Relations)
Printed name & title of NYSPHSAA representative _____

Broadcasting Corporation/Contracting Entity

Name of corporation here

By _____
(signature of Corporation representative)
Printed name & title of Corporation representative _____
Phone Number _____
Fax Number _____
Other names of individuals involved in said broadcast _____

NOTE: If you are contracting as a non-profit or school/student-based entity, please attach the appropriate letters, documentation and any other necessary paperwork with all signed and initialed pages of this contract.

EXHIBIT A – GENERAL PROVISIONS

1. Telecasting of any NYSPHSAA sponsored contest is prohibited without prior written consent of the NYSPHSAA.
2. Expenses incurred in the telecasting of a NYSPHSAA 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 station agrees to include early in the broadcast the statement,
“The rights to this broadcast have been granted by the New York State Public High School Athletic Association representing high schools across the State of New York. Any rebroadcast or republication of the programming without the written consent of the New York State Public High School Athletic Association is strictly prohibited.”
The contracting entity agrees to use reasonable efforts to use the NYSPHSAA logo returning from commercials and wherever entity can reasonably include NYSPHSAA logo (see #7 above). Such logo may only be obtained through the New York State Public High School Athletic Association office. Creative distortion or altering of the NYSPHSAA logo is prohibited without permission of NYSPHSAA.
5. The station agrees not to expose negative or questionable activity occurring during the programming (e.g. fights, officials’ calls, negative crowd reaction).
6. Payment in full of the established fee, as set forth herein, shall be required prior to the start of the established contests. If the contracting entity requires an invoice, the invoice shall be paid no later than 30 days following the said broadcast contest(s).
7. The NYSPHSAA retains the right to grant coverage of this event to other entities.
8. **The contracting entity agrees to provide, within seven (7) days of the event, two (2) copies of the broadcasted contests on DVD and mail to:**
NYSPHSAA Office
8 Airport Park Boulevard
Latham, NY 12110
Attn: Media Relations Director
9. Telecasting of up to one (1) minute of video transmission of any NYSPHSAA 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 credit to the NYSPHSAA and shall be permitted only after completion of the athletic event in question.
10. The Station agrees to indemnify, defend and save harmless the NYSPHSAA 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.
11. Video on Demand privileges are not approved until specifics are discussed with the NYSPHSAA Director of Media Relations. [**VIDEO ON DEMAND PRIVILEGES APPROVED or NOT APPROVED (NYSPHSAA).]**

EXHIBIT B - TERMS AND CONDITIONS

Delayed Telecasting

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