

**WEST VIRGINIA SECONDARY SCHOOL ACTIVITIES COMMISSION
2875 STAUNTON TURNPIKE PARKERSBURG, WV 26104**

Phone: 304-485-5494

Fax: 304-428-5431

WebSite: www.wvssac.org E-Mail: wvssac@wvssac.org

TELEVISION CONTRACT

THIS CONTRACT, made and entered into this the _____ day of _____, 20____, by and between the WEST VIRGINIA SECONDARY SCHOOL ACTIVITIES COMMISSION, hereinafter referred to as “WVSSAC,” party of the first part, and _____, a commercial or public television station or a cable television system, hereinafter referred to as “TELECASTER.” party of the second part.

WHEREAS, said WVSSAC owns the exclusive television broadcast rights to all events which it sponsors;
and

WHEREAS, said WVSSAC sponsors the event more fully described herein below which will be held on the _____ day of _____, 20____, at _____, West Virginia;
and

WHEREAS, said TELECASTER desires to acquire the non-exclusive rights to telecast said event and WVSSAC desires to grant said rights unto TELECASTER; and

WHEREAS, said TELECASTER and said WVSSAC hereby enter into the following agreement and hereby reduce the same to writing, to wit:

NOW, THEREFORE, THIS CONTRACT WITNESSETH: THAT for and in the consideration of the sum of Ten (\$10.00) Dollars cash in hand paid and other good and valuable considerations hereby mutually exchange, the receipt and the sufficiency whereof all of which hereby is acknowledged at and before the sealing and the delivery hereof, the said parties hereto hereby AGREE to the following terms and conditions:

1. WVSSAC hereby grants the non-exclusive right unto TELECASTER to televise by means of standard VHF, UHF, microwave, satellite, closed circuit, cable, or other conventional television broadcast or transmission means, said hereinafter described WVSSAC sponsored event; and
2. "Non-exclusive right" hereby means that TELECASTER has the limited express right to telecast said event as prescribed herein, but TELECASTER is not the only broadcaster who may own or acquire such a right thereto; and
3. WVSSAC hereby reserves the right to grant other similar non-exclusive rights to other television stations and television cable systems, at its sole discretion; and
4. TELECASTER hereby acquires the right to broadcast said event but does not acquire the right to sub-lease or to assign or to otherwise convey this right unto other entities or otherwise become a broker thereof; and
5. The total consideration which TELECASTER hereby shall pay is indicated herein below in exchange for the limited express non-exclusive rights hereby granted be and hereby is determined according to the official Television Fee Schedule of the WVSSAC, adopted on the 17th day of September, 1999 by the WVSSAC Board of Appeals, a copy of which is attached hereto and incorporated herein by reference thereto, the same be and hereby is \$ _____; and
6. Said consideration shall be paid in full at least 24 hours prior to the start of said event and, if and in the event said consideration is not paid in full at least 24 hours prior to said event then, and in the case such event, all rights hereby granted be and hereby shall be revoked by WVSSAC and forfeited by TELECASTER; and
7. If and in the event TELECASTER is prevented by means beyond its control to televise said event as herein set forth then, and in the case of such event, no refund will be made by WVSSAC; however, all amounts paid hereunder shall be credited to TELECASTER toward acquiring rights to televise future WVSSAC sponsored events; and
8. The event(s) for which the television broadcast rights hereby are granted is more fully described and set forth below, as follows:

EVENT: _____
 PARTICIPATING SCHOOLS: _____

LIST EACH GAME OR EVENT TO BE TELECAST, INCLUDING DATES(S) AND TIME(S) OF EACH:

LOCATION OF EVENT: _____
 EVENT DIRECTOR: _____

LIVE TELECAST: _____ YES _____ NO DELAY _____ HOURS _____

NUMBER OF TIMES TO BE TELECAST: _____

(FOR CABLE TELEVISION SYSTEMS): _____

LIST EACH COMMUNITY OR HEAD-END RECEIVING TELECAST AND NUMBER OF SUBSCRIBERS FOR EACH (Provide verification such as F.C.C. registration):

9. Permission for any live telecast or videotape-delay telecast or other delayed means of televising said event must have prior written approval from the WVSSAC by its designated Representative in the form and substance of this contract hereby executed; and
10. No delayed telecast shall be permitted except as set forth in the said official Television Fee Schedule heretofore made a part hereof by reference; and
11. WVSSAC hereby reserves the right to assign a broker the exclusive television broadcast rights for the purpose of administering this program in behalf of WVSSAC; and
12. Unless otherwise specified herein, TELECASTER has the sole responsibility to produce the program of said WVSSAC sponsored event which will be televised pursuant hereto, i.e. TELECASTER shall provide all means to film, videotape and otherwise record and transmit the video and audio of said event, including all equipment, supplies, hardware, software and all other necessities to produce the same and, in conjunction therewith, all arrangements for the location of equipment, access to electricity, set-up of recording, broadcasting and transmission facilities, and all other such physical arrangements, shall be made by TELECASTER at least 24 hours in advance of the event, through and by the cooperation of the event director, and shall be in place and operational at least one hour immediately prior to the start of such event, all of which shall be the physical and financial responsibility of TELECASTER; and
13. If and in the event more than one television station or cable television system desires to televise a given event then, and in the case of such event, the WVSSAC, through and by the event director, hereby reserves the right to control and limit the number to one (1) of "official telecaster," i.e. the official telecaster will be the only one physically present at the event with television cameras and other video production equipment and means, in accordance with the facilities and space available; provided, however, such official telecaster, in exchange for being designated the official telecaster of such event, hereby agrees to share, pool or network its production of the event with all other telecasters desiring to telecast such event by making available live and recorded video accounts of said event suitable for televising by such other telecasters who may acquire the right thereto, at a nominal charge to be designated by the WVSSAC in conjunction with the event director; and
14. In addition to the official telecaster, who shall have the choice locations and facilities for its equipment and personnel, each participating school may designate a crew to film or videotape the event for school use, if space and facilities permit; provided, however, nothing herein prevents TELECASTER from electing to use one of the school's versions of the video account of the event instead of the official telecaster version if said participating school agrees to the same; and
15. A maximum of two (2) passes will be provided for the official telecaster in order to produce the video portion of the event program; in addition thereto, TELECASTER may be allowed an additional one (1) pass in order to produce the audio portion of their program of such event and make whatever other arrangements are necessary to secure a televisable program of said event; and
16. All telecasts shall be done in good taste and compatible with educational dignity and must not be derogatory towards the participating players, coaches, cheerleaders, managers, students, fans, participating schools or any member school of WVSSAC or the WVSSAC itself; and
17. There shall be no political, tobacco, or alcohol (including non-intoxicating beer, intoxicating beer, wine, wine coolers, distilled whiskey or liquor or other spirits, or any other alcoholic or intoxicating beverage or drug) advertising on such telecasts; and
18. The WVSSAC reserves the right to at least five minutes of public service promotional time during the telecast, including at least one minute each devoted to the promotion of each participating school

and the WVSSAC's anti-drug education program, "Project TARGET;" and

19. There shall be no criticism of the game or any of its officials not any of their decisions, either directly or indirectly, during the telecast, and TELECASTER shall do all within its power to promote good sportsmanship and the proper attitude towards interscholastic athletics during said telecast of WVSSAC sponsored event; and
20. The right to any future use, reproduction or distribution of the accounts and descriptions of the WVSSAC sponsored event, or any films, videotapes, audiotapes or other recordings thereof, for commercial purposes, together with all rights and privileges under the United States copyright laws, hereby are reserved to the WVSSAC, and express written permission shall be obtained from WVSSAC prior to any such use thereof; and
21. If and in the event TELECASTER should provide the audio portion of the program hereby being televised then, and in the case of such event, all of the contents thereof including, but limited to, verbal accounts, descriptions, views, comments and opinions of the event, shall be solely the responsibility of TELECASTER, and TELECASTER shall be liable for any and all damage resulting from or caused by such accounts, description, views, comments and opinions thereby expressed; and
22. TELECASTER shall, during said telecast, announce that all of the accounts, descriptions, views, comments and opinions thereby expressed are those of TELECASTER and necessarily are not the views of the WVSSAC; and
23. TELECASTER shall, during said telecast, announce that the event being telecast is sponsored by the WVSSAC and any use, reproduction, transmission, broadcast, or distribution of the accounts, descriptions, films, videotapes, audiotapes, and, in furtherance thereof, the copyright to said event hereby is reserved by the WVSSAC and its official telecaster; and
24. This writing is the entire agreement by and between the parties hereto; any and all other agreements between the parties shall be executed by the parties in writing; this and all other agreements between the parties shall be modified only in writing executed by the parties.