

**AUGUSTA SCHOOL DEPARTMENT
MEDIA RIGHTS APPLICATION AND AGREEMENT**

This Media Rights Application and Agreement (the “Agreement”) must be completed, signed, and filed with the Augusta School Department by 3 p.m. on the business day preceding the first date of the event for which radio broadcast, telecast, or webcast rights are being applied. Filings received past the deadline are subject to a \$50 late fee. Please type or print legibly the information requested in the fields supplied below **and email the completed and signed Agreement to jmillett@augustaschools.org.**

This will confirm that (station call letters, organization or company) _____ (the “outlet”) is requesting the right and privilege to originate a (___radio broadcast) (___telecast) (___audio webcast) (___video webcast) of the following event:

SPORT

Fall: ___ Football; ___ Volleyball; ___ Boys Soccer; ___ Girls Soccer; ___ Field Hockey; ___ Cross Country; ___ Golf; ___ Cheering

Winter: ___ Girls Basketball; ___ Boys Basketball; ___ Swimming; ___ Wrestling; ___ Indoor Track; ___ Cheering

Spring: ___ Girls Lacrosse; ___ Boys Lacrosse; ___ Track and Field; ___ Baseball; ___ Softball; ___ Other: _____

LEVEL: ___ Season Game; ___ Pre or Post Season Game; ___Regional tournament quarterfinal; ___Regional tournament semifinal

EVENTS

Date: _____ Site/Host School: _____ Opponent Team: _____

OPPOSITE GENDER EVENT

Date: _____ Site/Host School: _____ Opponent Team: _____

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

Please list the names of the people on the broadcast/telecast/webcast crew:

By submitting this request to the Augusta School Department or "ASD," I, on behalf of myself and the submitting outlet, acknowledge our understanding of the School Department's broadcast policy, as outlined in this Agreement, and our agreement to comply with such policy as well as our agreement to the terms of this Agreement.

The outlet shall hold the ASD harmless from all liabilities, losses, costs, and damages arising out of any injury to persons or damage to property that occurs on the contest premises. The outlet shall indemnify and defend the ASD from and against all claims, liabilities, losses, costs, damages, and expenses arising out of or relating to all activities of the outlet.

This Agreement is governed by the laws of the State of Maine (without giving effect to its principles relating to conflicts of laws). Any action relating to this Agreement shall be brought exclusively in federal or state court in Maine and the parties consent to the personal jurisdiction of either such court.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be amended by the parties except as expressly stated in this Agreement.

No facility is reserved until the outlet receives a copy of this Agreement signed by the ASD Athletic Director. Before submitting this form to the ASD, the outlet must notify the host school/organization of its intention to broadcast an event, and upon receipt of a copy of this Agreement signed by the Athletic Director the outlet must provide a copy to the host school principal or contest manager. Upon arrival at the event, the outlet's on-site personnel must present the host school/organization with proper identification as well as a signed copy of this Agreement for reference. The Athletic Director will send the outlet an invoice in the amount of the rights fee indicated below, which **must be paid by check payable to Cony Athletic Boosters within 30 days of receipt of the invoice. Checks should be sent to the following address: 60 Pierce Drive, Augusta, Maine 04330. Checks will not be collected at the event site.**

Name of individual(s) & title submitting form: _____

Signature: _____ **Date:** _____

Billing address (street, route or P.O. Box) including City, State, and Zip:

Phone: _____ **Fax:** _____

E-mail address: _____

Augusta School Department Use Only:

Broadcast/telecast/webcast authorized by: _____

Printed Name of ASD Administrator: _____

Signature of ASD Administrator: _____ **Date:** _____

Fees to be invoiced: _____

Originating fee: _____

Late Fee: _____

Total Fees: _____

Originating fee: \$50.00 for each regular season game/\$100.00 for each play-off games (one fee includes both game and opposite gender game).

AUGUSTA SCHOOL DEPARTMENT BROADCAST POLICY

A. DEFINITIONS

(1) The term "outlet(s)" includes, but is not limited to, "radio station(s)", "over-the-air television station(s)", "cable TV system(s)", "independent producer(s)" and "internet providers."

(2) The term "broadcast(s)" includes, but is not limited to, "telecast(s)", "cablecast(s)" and "internet broadcast(s)" or "webcast(s)."

B. RIGHTS & PROCEDURES

1. Rights Held by ASD. An outlet wishing to broadcast an Augusta School Department athletic team contest must request and be granted by the ASD the rights to do so prior to the outlet originating or accepting feed of such a broadcast, and must pay the ASD the appropriate rights fee. Such rights are not exclusive to the outlet.

2. Delaying a Contest is Prohibited. There will be no delay in the start of a contest to accommodate a radio broadcast or telecast of the contest. There will be no radio or television time outs, or any extension of the halftime of any contest. Provisions for live telecasts, when permitted, are found below.

3. Exception for Live Telecasts. Live telecasts of football and basketball games, when permitted, may operate under the following guidelines upon approval of the Athletic Director:

- (a) The intermission between the first and second quarters, the third and fourth quarters, and overtime periods may be extended from 60 seconds to 90 seconds;
- (b) The outlet may be granted one 90-second television time out during each quarter. This time out will be granted at the dead ball following the change of possession, which occurs nearest to the midpoint of the quarter. This television time out will be granted regardless of whether one of the two participating teams has called a charged time out close to the midpoint of the quarter. Additionally, this television time out will not preclude either one of the two participating teams from calling a charged time out near the midpoint of the quarter; and
- (c) All charged time outs called by either team will be a full 60 seconds in duration.
- (d) It will be the responsibility of the referee to enforce strict adherence to these guidelines for television time outs.

4. Unauthorized Reproduction. Outlets are expressly prohibited from using footage to which they were granted broadcast rights for any purpose other than for complete playback of the contest(s) for which they were approved and for creating excerpts of such footage for regularly scheduled newscasts. Any other use of the verbal description and/or video account of the contest(s) must be approved in writing by the ASD.

5. ASD Approval of Broadcast. Authorized personnel employed by an outlet which has been approved to broadcast by the Augusta School Department will be admitted to the facility without charge upon presentation of proper identification and ASD approved media rights.

6. Right to Refuse. The Augusta School Department has the right to refuse to permit any outlet from radio broadcasting, telecasting, cablecasting or internet broadcasting any ASD contest for any reason.

7. Seating and Equipment Setup. The outlet is solely responsible to make all arrangements for seating and equipment setup with the host school principal or contest manager. The outlet shall 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 or internet provider.

8. Seating Policies. Authorized outlet personnel to be admitted to the facility without charge shall not exceed four (4) persons. The host school principal or contest manager will make every reasonable effort to provide such personnel with seating which provides them with an unobstructed view of the playing area.

9. Limited Seating Areas. In facilities where seating in the press box or broadcast booth is limited, the host school principal or contest manager will provide seating to the one (1) principal outlet (as defined below) covering each participating school. Thereafter, seating in the press box or broadcast booth is provided on a first-come, first-served basis. At facilities with limited space in the press box or broadcast booth, it may be necessary for an outlet to set up operations in the spectator seating area. The "principal outlet" for a participating school is the outlet which has broadcasted the greatest number of regular season contests and/or contests in which the school has participated.

10. Camera Positioning. The host school principal, contest manager and/or the official(s) assigned to work a contest has 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.

11. PA Announcements. The outlet must incorporate into its broadcast of each contest a minimum of two (2) announcements concerning the Augusta School Department. Scripts for these announcements and/or copies of professionally pre-produced spots will be provided by the ASD.

- (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 contest during which the announcement is used, and of the ASD and its Sports Boosters, is upheld.
- (b) The two (2) mandatory ASD 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.

12. Disclaimer. The outlet must incorporate into each broadcast the following disclaimer establishing its broadcast rights as granted by the Augusta School Department:

"BROADCAST RIGHTS TO THIS Augusta School Department CONTEST HAVE BEEN GRANTED TO [THE OUTLET] BY THE Augusta School Department 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 Augusta School Department IS PROHIBITED."

13. Objective Announcing. Play-by-play broadcasters, color analysts and any other on-air talent are expected to handle broadcasts with efficiency and professionalism. Those on-air individuals are expected to refrain from using profane or harsh language, and to refrain from introducing inappropriate criticism of officials, coaches, teams, players, schools, and other entities. (See examples below for clarification on criticism). On-air individuals must make every effort to correctly pronounce the names of individual participants, must have a competent knowledge of the event or game, and must not speculate on injuries or emergency protocols.

Examples of inappropriate criticism:

"This official clearly has no clue what he's doing."

"Coach Smith should be fired."

"Joe Smith should not be starting."

Examples of appropriate criticism:

"We are unsure as to what drew the penalty. We will search for further clarification."

"Coach Smith made a mistake that now has his team down late in this game."

"Joe Smith is really struggling at the moment. We'll see if he can bounce back."

14.Sponsors. The terms "sponsor", "sponsorship", and other like terms that imply or refer to the presentation and support of the activities under the jurisdiction and control of the Augusta School Department by entities other than the ASD, must not be used during any broadcast of an event unless expressly approved, in writing, by the ASD. Announcers may not refer to or use words that imply a sponsorship of any ASD contest by a commercial advertiser without the express written consent of the ASD.

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

16. Unauthorized Broadcast. An outlet which broadcasts a contest without the prior written approval of the ASD may be denied future broadcast rights for a period to be determined by the Athletic Director.

17. Amending Broadcast Policy. The Augusta School Department reserves the right to amend this policy at any time without notice and in any manner it deems necessary. No exception to this policy may be made by an outlet, host school principal or contest manager except by written permission of the ASD.

C. OBTAINING BROADCAST RIGHTS

Upon approval of an outlet's broadcast application, the Augusta School Department will return to the outlet a copy of the Agreement signed by the Athletic Director or his/her designee which grants the outlet permission to broadcast the contest. Radio broadcast, telecast, cablecast, and internet broadcast rights for

regular season contests in all sports are held by the home/host school. 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.

1. Any outlet that has been approved to broadcast/telecast/webcast a contest but fails to do so has 10 business days following the contest to notify the ASD that said broadcast/telecast/webcast has not occurred. Otherwise the outlet will be charged the full amount as invoiced by ASD per the Agreement.
2. The Augusta School Department will not grant blanket broadcast rights to an outlet which intends to follow a school. An outlet must file a separate broadcast application form for contests at each level in which the school being followed participates, with the exception of district tournaments. Requests for broadcast rights to games or matches in district tournaments 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.

D. GENDER BALANCE

In an effort to support the efforts of all ASD teams, any outlet that has been approved to broadcast/telecast/webcast a contest for one gender **is strongly encouraged** ~~must also agree to~~ broadcast/telecast/webcast a contest for the opposite gender. ~~One event is equal to one opposite gender event.~~

E. PAYMENT OF RIGHTS FEES

LIVE OR DELAYED AUDIO - RADIO, DIGITAL STREAMING, INTERNET

1. Payment for Live Streaming is \$50.00 for each regular season game/\$100.00 for each play-off game (one fee covers the original request and the opposite gender event).

F. COMMERCIALS AND SPONSORS

1. An outlet must submit the names of all sponsors on the Media Release Agreement, and must be able to produce in writing upon request any and all commercials used during the broadcast.
2. The ASD reserves the right to reject any and all applications for broadcast rights, whether sponsored or unsponsored. The ASD reserves the right to approve or reject the use of any product or service to sponsor the broadcast.
3. An outlet approved to broadcast/telecast/webcast an ASD event or contest is required to read on-air any ASD/MPA-related sponsorship or promotional material from a script provided by the ASD upon its approval of the broadcast/telecast/webcast. The script will provide the copy to be read as well as the times during the event or contest it is to be read.
4. Advertisements for the following are prohibited:
 - a) Promotions for the possession, use or sale of alcoholic beverages, tobacco products, drugs, firearms.
 - b) Bars, taverns and cocktail lounges or the like;
 - 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 Augusta School Department.

f) Gambling

g) Any other business, product, service or ideal that is incompatible with the educational dignity and propriety of the Augusta School Department.

5. Combination businesses such as drug stores, grocery stores, department stores, hardware stores, hotels and restaurants that dispense alcoholic beverages, tobacco products, drugs, firearms, and contraceptives may be acceptable as sponsors provided no part of the advertising messages for these establishments refers to the dispensing of such products; or to a bar, tavern, cocktail lounge or other facility dispensing such products.

6. While advertisements for political issues are prohibited by this policy, political candidates may be acceptable as sponsors provided that no part of their political advertisements raise controversial political issues.

7. Advertisements of the type prohibited in Item F-4(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 or not such a pregame or postgame show originates 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 F-4(a-g) above and referred to in this note.

8. Sponsorship of a broadcast does not include the right to display sponsor banner(s) and/or other promotional items. Such displays are prohibited. Only identification banners of the originating outlet are permitted.

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

10. Without the express written consent of the ASD, outlets may not use or allow to be used during any broadcast, whether live or tape-delay, any commercial announcement that implies a sponsorship of any ASD contest.

G. DELAY OF LIVE PERFORMANCE

An outlet must immediately discontinue streaming if during the live performance something occurs that is inappropriate to stream on the internet.

H. COMMENTS ON SOCIAL MEDIA

If the live stream service provider allows comments to be posted on its site, students or members of the public may make inappropriate or harmful comments that could be attributed to the ASD, and to which free speech rights may apply. The outlet must monitor the site for comments of a threatening,

discriminatory, harassing, or bullying nature and promptly remove such comments. Alternatively, the feature may be disabled so that no comments are permitted, which avoids the need to review each comment.

I. DRONES

Public use of drones is governed by federal law (49 U.S.C. 40101 et seq.) and operation requires a Certificate of Authorization from the Federal Aviation Administration. Federal regulations impose a number of operational limitations. (14 C.F.R. § 107.) No drones shall be utilized by an outlet during a contest.

J. ACCESS

The Americans with Disabilities Act and Section 508 of the Rehabilitation Act require districts to provide persons with disabilities access to electronic and information technology that is comparable to the access made available to persons without disabilities. Live streamed content authorized by ASD must be fully accessible, which may require the outlet to offer closed captioning and audio descriptions of visual material. The outlet shall comply with all such requirements.

Adopted: _____