

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

Please complete the following form to request the right and privilege to video stream live events.

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(s) for which radio broadcast, telecast, or webcast rights are being applied. 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; ___ Soccer; ___ Field Hockey; ___ Cross Country; ___ Golf;
___ Cheering

Winter: ___ Basketball; ___ Swimming; ___ Wrestling; ___ Indoor Track;
___ Hockey ___ Cheering

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

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

Commercial advertisers for this broadcast/telecast/webcast are (provide names 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 Augusta School Department's broadcast policy (KHD), and agree to comply with such policy as well as our agreement to the terms of this Application and Agreement (KHD-E).

Please initial by each of these statements.

- B. 1 Approval and Rights held by ASD
- B. 2 Delaying a Contest is Prohibited
- B. 3 Exception for Live Telecasts
- B. 4 Unauthorized Reproduction
- B. 5 ASD Approval of Broadcast
- B. 6 Right to Refuse
- B. 7 Seating and Equipment Set Up
- B. 8 Seating Policies
- B. 9 Limited Seating Areas
- B. 10 Camera Positioning
- B. 11 PA Announcements
- B. 12 Disclaimer
- B. 13 Objective Announcing
- B. 14 Sponsors
- B. 15 Failure to Comply
- B. 16 Unauthorized Broadcast
- B. 17 Amending Broadcast Policy
- C. Obtaining Broadcast Rights
- D. Gender Balance
- E. Payment of Rights Fees
- F. Commercials and Sponsors
- G. Delay of Live Performance
- H. Comments on Social Media
- I. Drones
- J. Access

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. _____ (Initial)

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.

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

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

Email Address: _____

Phone: _____ **Fax:** _____

Signature: _____ **Date:** _____

Augusta School Department Use Only:

Broadcast/telecast/webcast authorized by: _____

Printed Name of ASD Administrator: _____

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

Fees to be invoiced: _____

Processing fee: \$25.00 per school year.

Adopted: July 8, 2020