

## **AGREEMENT - TRANSFER OF BROADCAST RIGHTS**

**This Agreement**, dated of the 10th day of September, 2020, is made by and between WEAR/WFGX (the "Station") and Santa Rosa County District High Schools- Gulf Breeze, Jay, Milton, Navarre, Pace (the "School"). School wishes to have its Games broadcast on television and Station is willing to produce and broadcast School's Games. In consideration of the mutual promises and covenants contained herein, the Station and School agree as follows:

1 The School grants to the Station and its affiliated and related entities, licensees, successors and assigns (collectively, the "Station Parties"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, permission to film, record and broadcast by whatever means and on all broadcast platforms and/or electronic mediums as selected by Station Parties in their sole discretion, the game(s) to be played by the School on the dates and against the teams listed on the attached Exhibit A including pre-game and post-game activities (individually, a "Game" and collectively, the "Games"). All physical embodiments of filming and recording the Games shall hereinafter be referred to as the "Materials."

2. The School hereby grants to the Station Parties all rights of every kind in and to the Materials, including, without limitation, the exclusive right to broadcast, modify, sell, syndicate, license, lease, give or use in any way, in perpetuity and in any and all media, now known or hereafter invented, the Materials. The rights granted herein include, without limitation, the right to broadcast or stream the Games over mobile devices or any other broadcast, mobile, web or electronic medium. No rights fee or any other fees shall be owed by the Station Parties to the School or any third party, including, without limitation, the venue owner.

The Station Parties have the right to use the names, likenesses of the participants in the Games, as well as the names and trademarks of the School in connection with the broadcast, distribution and promotion of the Games. The School represents and warrants that (i) it has the right to grant the rights granted herein, on its behalf and that of the School's students, game attendees, and opponents listed in Exhibit A; (ii) that the granting of such rights does not infringe or violate any rights of any person or entity; and (iii) that Station Parties shall not be required to pay or incur any sums to any person to entity as a result of Station's broadcasting of the Games.

3. With respect to any music played during the Games, Station shall only be responsible for obtaining public performance rights in and to all music only to the extent such rights are licensed from BMI/SESAC/ASCAP, and is not responsible for obtaining any other music related rights.

4. In reliance on School's representations and warranties, the Station will supply on-air broadcast personnel, the production truck, and will be responsible for all transmission. If aired live, the Station will supply the satellite truck and the satellite time required to broadcast the Games. The School will supply the goods or services described on Exhibit A.

5. The parties acknowledge and agree that the Station Parties shall have the exclusive right to (1) create commercial breaks and sell commercial spots during the broadcast or streaming of the Games, and (2) sell a sponsorship(s) of the broadcast of the Games. The Station Parties shall retain all revenue from such commercial spots and sponsorship(s).

6. The School shall defend, indemnify, hold and save the Station Parties harmless against any and all liability resulting from (a) the School not having all necessary rights to grant the rights granted in this Agreement, (b) participant injury during any Game and (c) the broadcast of any promotional or other material provided by the School, including any unedited copyright or trademarked material.

7. Neither party shall be liable if, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, pandemic, health crisis, or for any other cause beyond the parties' reasonable control, including mechanical or electronic breakdowns, that cancels a game or prevents broadcasting of the game. The Station shall also have the right to preempt the broadcast of any Game(s) to air any programming that it deems, in its sole discretion, to be of public significance.

8. This Agreement shall be governed by the laws of the State of Florida and may not be changed except by a writing signed by authorized representatives of both parties. If any party brings a suit to interpret or

enforce any provision of this Agreement, the party who substantially prevails in such action, including any appeal therefrom, will be entitled to the costs of suit and any appeal, including reasonable attorneys' fees and court costs from the other party.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all written or oral prior agreements, understandings and negotiations with respect to such matters. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed to be severed from this Agreement, which otherwise shall remain in full force and effect. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

School: _____	Station: _____
By: _____	By: _____
Name/Title: _____	Name/Title: _____

## **Exhibit A**

**Date & Time**

**(TBD)**

**Opponent**

**(TBD)**

**Location**

**(TBD)**

This agreement covers any regular School District of Santa Rose County football games scheduled for the 2020 high school football season that has been agreed upon by the School District and the Station.

This agreement covers any regular School District of Santa Rosa County basketball games scheduled for the 2021 high school basketball season that has been agreed upon by all the School District and the Station.

School will supply: VENUE (w/ areas for equipment setup / space for talent and necessary team information for broadcast). Also provide designated on-site area for television sponsors.