AUDIO/RADIO RIGHTS AGREEMENT

1. WVSSAC hereby grants the non-exclusive audio broadcast and/or internet audio streaming rights to Licensee to the Preliminary Round of the WVSSAC Event described in this Agreement.

2. "Non-exclusive right" hereby means that Licensee has the limited right to air said WVSSAC Event as described herein, but Licensee is not the only broadcaster who may own or acquire such a right. WVSSAC hereby reserves the right to grant other similar non-exclusive rights or exclusive right to other radio stations and audio streaming services at its sole discretion.

3. Licensee hereby acquires the right to produce and distribute the WVSSAC Event but does not acquire the right to sub-license or to assign or to otherwise convey this right to other entities. Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the WVSSAC.

4. As consideration for such rights granted herein, Licensee shall pay to the WVSSAC the amount listed herein upon execution of this Agreement.

5. Payment to the WVSSAC shall be paid in full upon execution of this online Agreement at least twenty-four (24) hours prior to the start of WVSSAC Event and, if and in the event, payment is not paid in full, all rights granted to Licensee shall be revoked by WVSSAC and forfeited by Licensee.

6. If and in the event, Licensee is prevented by means beyond its control to broadcast or stream the WVSSAC Event described herein, no refund will be made by WVSSAC to Licensee; however, the total amounts paid shall be credited to Licensee toward acquiring rights to broadcast or stream a future WVSSAC Event.

7. Permission for any broadcast or audio streaming other on-demand means of transmitting the WVSSAC Event requires prior written approval from the WVSSAC in the form of this Agreement.

8. A maximum of three (3) credentials will be provided for the Licensee to produce the audio broadcast of the WVSSAC Event. At its discretion, the WVSSAC and/or Game Director may grant permission for additional credentials for working personnel.

9. All broadcasts shall be produced in good taste and compatible with educational dignity and must not be derogatory towards the participating players, coaches, cheerleaders, managers, students, fans, participating schools, the WVSSAC and/or any member school. Criticism of the players, coaches, game or any of its officials, either directly or indirectly, is prohibited during the WVSSAC Event broadcast. Licensee shall promote good sportsmanship and the proper attitude towards interscholastic athletics during the production of the WVSSAC Event.

10. Political, tobacco products, firearms, sports betting, gambling or alcohol beverage (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 including bar and clubs) advertising in WVSSAC broadcasts or streams is PROHIBITED. Any other business, product, service or ideal that is incompatible with the educational dignity and propriety of the WVSSAC, and its member schools is also prohibited.

11. **WVSSAC Event media rights are also granted to its Media Partners – the NFHS Network and MetroNews. By broadcasting or streaming any WVSSAC Event, Licensee is required to send its online feed embed code or URL to MetroNews and the WVSSAC at least forty-eight (48) hours prior to the Event. Licensee should provide embed code or URL to:**

    MetroNews harrison.lewandowski@wvradio.com
    WVSSAC media@wvssac.org

12. **Upon request, the Licensee is required to provide its audio feed of the WVSSAC Event at game site to the NFHS Network to be incorporated with any video stream produced <u>exclusively</u> by or for the NFHS Network.**

13. **Licensee is required to broadcast four (4) 30-second commercials in each postseason game for the official presenting sponsor of the WVSSAC Event at no cost to the WVSSAC or its WVSSAC Event presenting sponsor. The commercials will be provided to Licensee by the WVSSAC. Licensee shall provide a proof of performance affidavit to the WVSSAC within fifteen (15) days after the WVSSAC Event.**

14. **Licensee shall cause its on-air announcers to use the WVSSAC Event's presenting sponsor name within the official name of the WVSSAC Event during each postseason broadcast or stream and any on-air promotion of the broadcast or stream at no cost to the WVSSAC or its WVSSAC Event presenting sponsor.**

15. **Licensee shall cause its on-air announcers to read a minimum of one (1) time per game promotional announcements and/or public service announcements (PSAs) provided to Licensee by the WVSSAC at no cost to the WVSSAC or its sponsors.**

16. The copyright to all audio produced at the Event is owned by the WVSSAC. The right to any future use, reproduction or distribution of the accounts and descriptions of the WVSSAC 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.

17. The Licensee shall incorporate into each production the following disclaimer establishing its rights as granted by the WVSSAC.

    "Rights to this WVSSAC championship event have been granted to [Licensee] by the West Virginia Secondary School Activities Commission and is intended solely for the enjoyment of our listening audience. Any rebroadcast, retransmission or other use of this production without the express written permission of the WVSSAC is prohibited."

18. Licensee shall hold the WVSSAC and its member schools harmless due to any injury to person or property on the premises of the Event. Licensee agrees to assume all responsibility for any damages which are a direct result of the activities of Licensee or its personnel. Licensee agrees to defend all claims made against the WVSSAC or its member schools from any and all damages related to the WVSSAC Event incurred by the Licensee.

19. WVSSAC hereby reserves the right to assign a third-party representative the exclusive audio/radio rights for the purpose of administering this program on behalf of WVSSAC.

20. The provisions of this Agreement shall survive the termination or expiration of this Agreement for any reason.

21. This Agreement supersedes all other agreements and understandings, both written and oral, between the Parties with respect to the subject matter contained herein.

Updated 11-23-2025