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5. The total consideration for such rights granted, Licensee shall pay to the WVSSAC the amount listed herein upon execution of this Agreement.
6. 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 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.
7. If and in the event, Licensee is prevented by means beyond its control to secure Content at the Event described herein, no refund will be made by WVSSAC to Licensee; however, the total amount paid shall be credited to Licensee toward acquiring Commercial Content rights to a future WVSSAC-sponsored Event.
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9. Licensee is solely responsible for securing any permissions or approvals, including the use of school logos and marks, and individuals, including student-athletes, coaches, and staff, prior to the sale or distribution of photos and images.
10. Permission to obtain non-editorial photo images or video images for Commercial Content purposes at the Event requires prior written approval from the WVSSAC in the form of this Agreement. A Commercial Content license to Final Sites are at the discretion of the WVSSAC on a per-championship, per day basis under terms and conditions outlined in this Agreement.

11. One (1) credential will be provided for the Licensee to produce the content of the Event. At its discretion, the WVSSAC and/or Game Director may grant permission for additional credentials for working personnel.
12. All Content 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 Event production. Licensee shall promote good sportsmanship and the proper attitude towards interscholastic athletics during the production of the WVSSAC-sponsored Event.
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15. 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 Event incurred by the Licensee.
16. Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the WVSSAC.
17. WVSSAC hereby reserves the right to assign to a third-party representative the exclusive right for the purpose of administering this program on behalf of WVSSAC.
18. The provisions of this Agreement shall survive the termination or expiration of this Agreement for any reason.
19. This Agreement supersedes all other agreements and understandings, both written and oral, between the Parties with respect to the subject matter contained herein.

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