



VIDEO/TELEVISION RIGHTS AGREEMENT

1. WVSSAC hereby grants the non-exclusive right to Licensee to transmit by means of video streaming and/or television (VHF, UHF, microwave, satellite, closed circuit, cable television, or other conventional television broadcast or transmission), the WVSSAC Event described in this Agreement. **However, this Agreement may be preempted and voided by the WVSSAC at any time should the NFHS Network select the WVSSAC Event for exclusive coverage on the NFHS Network.**
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 producer who may own or acquire such a right. The WVSSAC hereby reserves the right to grant other similar non-exclusive rights or exclusive right to other video streaming services, television stations and cable systems at its sole discretion.
3. Licensee hereby acquires the right to produce and distribute the 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 total 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 the 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 televise or stream the 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 televise or stream a future WVSSAC Event.
7. Permission for any live streaming, telecast or delay telecast or other on-demand means of transmitting the WVSSAC Event requires prior written approval from the WVSSAC in the form of this Agreement.
8. Unless otherwise specified herein, Licensee has the sole responsibility to produce the WVSSAC Event which will be transmitted as described herein, i.e. Licensee shall be responsible for all equipment, personnel, software and costs associated with the production of the Event including, but not limited to, access to the facility and power. All arrangements at the location of the Event shall be made and completed by Licensee at least twenty-four (24) hours prior to the Event and operational one (1) hour prior to the Event.
9. If and in the event more than one television station, cable television system or video streaming service requests to televise the Event, the WVSSAC reserves the right to control and limit the number to one (1) of "Official Licensee," i.e. the Official Licensee will be sole production entity

that is physically present at the Event with video production equipment, in accordance with the facilities and space available; provided, however, such Official Licensee, in exchange for being designated the Official Licensee of the WVSSAC Event, agrees to share, pool or network its production of the Event with all other Licensees requesting to air the WVSSAC Event. The Official Licensee may charge a nominal fee for access to its video feed to be designated by the WVSSAC.

10. In addition to the Official Licensee, who shall have the choice locations and facilities for its equipment and personnel, each participating school may designate a crew to film or video record the WVSSAC Event for school coaches' use, if space and facilities permit.
11. A maximum of four (4) credentials will be provided for the Licensee to produce the video portion of the WVSSAC Event; in addition, thereto, Licensee may be allowed an additional two (2) credentials produce the audio portion of its production of the WVSSAC Event. At its discretion, the WVSSAC and/or Game Director may grant permission for additional credentials for working personnel.
12. 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 Event production. Licensee shall promote good sportsmanship and the proper attitude towards interscholastic athletics during the production of the WVSSAC Event.
13. 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 drugs including bars and clubs) advertising on telecasts 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.
14. **WVSSAC Event media rights are granted to its Media Partners – the NFHS Network and MetroNews. By televising or streaming any WVSSAC Event, Licensee is required provide its feed of the WVSSAC Event at no cost to the NFHS Network, MetroNews and the WVSSAC at least forty-eight (48) hours prior to the WVSSAC Event. Licensee will be provided a RTMP URL and stream key for the feed upon execution of its rights agreement. For more information, contact:**

NFHS Network	corey.stienecker@nfhsnetwork.com
MetroNews	harrison.lewandowski@wvradio.com
WVSSAC	media@wvssac.org

15. **Licensee is required to incorporate four (4) 30-second commercials in each postseason game for the official WVSSAC presenting sponsor of the Event at no cost to the WVSSAC or its 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 Event.**

16. **Licensee shall cause its on-air announcers to use the WVSSAC Event's presenting sponsor name within the official name of the Event during each postseason game production and any on-air promotion of the telecast or stream at no cost to the WVSSAC or its WVSSAC Event presenting sponsor.**
17. **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 by the WVSSAC at no cost to the WVSSAC or its sponsors.**
18. The copyright to all video and 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-sponsored 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.
19. The Licensee shall incorporate into each production the following audio 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 viewing audience. Any rebroadcast, retransmission or other use of this production without the express written permission of the WVSSAC is prohibited."
20. Licensee shall hold the WVSSAC and its member schools harmless due to any injury to person or property on the premises of the WVSSAC 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.
21. WVSSAC hereby reserves the right to assign to a third-party representative the exclusive video/television right for the purpose of administering this program on behalf of WVSSAC.
22. The provisions of this Agreement shall survive the termination or expiration of this Agreement for any reason.
23. This Agreement supersedes all other agreements and understandings, both written and oral, between the Parties with respect to the subject matter contained herein.

Updated 11/28/2025