



Video Submission and Rights Transfer Agreement



This Video Submission and Non-Exclusive Rights Transfer Agreement ("this Agreement") is made and entered into by and between:

Public School: _____,
_____ County, (City) _____ (State) _____
("School") and HS Sports TV, Inc. ("HS Sports").

Private School: _____,
_____ County, (City) _____ (State) _____
("School") and HS Sports TV, Inc. ("HS Sports").

READ THIS DOCUMENT CAREFULLY. THIS VIDEO SUBMISSION AND LICENSE AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING AGREEMENT BETWEEN A SCHOOL ("YOU" OR "YOUR") AND HS SPORTS TV, INC. ("HS Sports"). BY SIGNING THIS AGREEMENT AND/OR PRECEEDING WITH ANY UPLOAD OF CONTENT (STATS, VIDEO, etc.), YOU ARE INDICATING THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.

School agrees as follows:

- 1. THE TERM.** The term of this Agreement is one year from and after the date noted below. This Agreement will automatically renew each year until terminated as provided for in this Agreement. This Agreement may be terminated with or without cause at any time during the term of this Agreement or any renewal thereof by either party giving the other party advance written notice at least 30 days prior to terminations. This Agreement will automatically terminate if either party ceases operations.
- 2. CONTRACTED FOR GAMES.** This Agreement applies to recordings of regular season games and athletic events in which the School District's High School teams and athletes compete during the school year. This Agreement does not include games that are contested as part of any event requiring permission from the State High School Activities association or other governing entity. School will not furnish, and HS Sports will not make the images of such games and competitions available to the public unless permission to do so is obtained by HS Sports from the State High School Activities Association or other governing body owning the rights to said images, and documentation thereof presented.
- 3. SCHOOL DUTIES.** School will assist and/or make such arrangements as are necessary to insure all games or competitions that the School desires to have broadcast via the HS Sports network involving the High School's team(s) and contested during the term of this Agreement are recorded on videotape, digital video disc or such other format as may be agreed to by the parties to this Agreement. At a minimum, HS Sports agrees to work with the school and the aforementioned individual to provide video coverage and site content for the following specified sports:

School agrees to assist HS Sports, its representatives, student workers or other agents in getting the needed material to fulfill the School's obligations. This includes, but is not limited to, providing game video footage, rosters, statistical reports, team access and all other requested items by HS Sports and/or its local representatives in a timely manor. School will work to provide all requested items to HS Sports and/or its local representative at least by the following school day after the completion of a contracted for event as specified above. School further confirms that they will allow all games to be available for public view on the HS Sports website(s) for at least seven (7) days after an event, once posted to the website, and all videos to be available for public view upon the completion of a sports season.

4. EXECUTED ASSIGNMENTS School will furnish HS Sports with an assignment executed by each individual serving as videographer of or assisting in the recording of any of the contracted-for Games furnished to HS Sports pursuant to this Agreement, confirming that said individual has assigned to School any rights such individual may have with respect to said recording, including any copyright. A copy of the form of assignment to be used in fulfilling this obligation is attached as Exhibit A. School agrees to indemnify HS Sports and to hold HS Sports harmless of and from any claim by any videographer and/or other person that HS Sports' use of a recording furnished to it by School infringes on any right allegedly owned by said third party including, without limitation, any claim based on copyright.

5. SUBMISSION. By signing this agreement along with uploading and completing the submission of content, You consent to the use by HS Sports of Your name, image and the information provided by you as part of HS Sports' content offered via its website(s) and broadcasts, including without limitation within it's online services (www.HSsportsTV.net), distribution

and syndication services (whereby HS Sports redistributes content to other media organizations) and all other services that HS Sports has or will create in future services (collectively, the "HS Sports Services"), as well as in the advertising and promotion of the HS Sports' Services.

6. ONLINE & STEAMING MEDIA EXCLUSIVITY. School acknowledges and agrees that the rights granted to HS Sports for online streaming media and online/digital file sharing pursuant to this Agreement are exclusive rights. School will refrain during the term of this Agreement from conferring similar rights on any other person, firm or organization, and will likewise refrain during the term of this Agreement from selling or offering to sell access to recordings of games and/or events pursuant to this Agreement for online steaming and/or online/digital file sharing. Those rights are granted exclusive to HS Sports.

7. LICENSE GRANT / RESERVATION OF OWNERSHIP. Subject to paragraph 6, School irrevocably grants HS Sports the **limited non-exclusive**, perpetual, royalty-free, fully paid license and right to use, copy, display, perform, reproduce, exhibit, edit and otherwise exploit the Video, and all elements and titles thereof, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, Video, television, videocassettes, interactive and mobile devices, Internet and on-line systems), throughout the world and in any and all languages, including, without limitation, the right to change, modify, add to, subtract from, re-title and adapt the same and to combine it with other material. HS Sports, and its successors, assigns and licensees, will have the right to make unlimited derivative works there from, to assign or transfer any or all such rights and to grant unlimited sublicenses. Without limiting the forgoing, HS Sports will have the right to use the Video in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. You further covenant not to assert or sue HS Sports under such rights or on the basis of any other claim of any proprietary right or interest in the Video. You are entitled to retain and exercise the rights that are not granted to HS Sports by you under this Agreement, subject to Section 8 below.

8. RIGHTS OF FIRST NEGOTIATION AND LAST REFUSAL. Subject to Section 6 above, HS Sports retains no rights of first negotiations or last refusal. You are free to sell, transfer or otherwise market your Video except as restricted by this AGREEMENT in Section 6; however, it is incumbent upon you to notify other potential future right acquirers of HS Sports rights under this license AGREEMENT.

9. USE PAYMENT. You understand that HS Sports is not obligated to publish the Video on the Internet, on television, on any HS Sports Services or through any other media or to pay you an amount at the time of submission or publication on the Internet. Nor does HS Sports agree to pay you.

10. YOUR REPRESENTATIONS & WARRANTIES. You represent and warrant that (a) You have the full power, authority and right to enter into this Agreement and to grant all of the rights granted herein, (b) HS Sports' use/ownership of the Video as provided for herein will not infringe the rights of any third party, including but not limited to copyrights, trademark rights, rights of privacy, rights of publicity and/or any other intellectual property or proprietary rights. You agree to indemnify HS Sports and to hold HS Sports harmless of and from any claim by any videographer, third party and/or other person that HS Sports' use of a recording furnished to it by you infringes on any right allegedly owned by said third party including, without limitation, any claim based on copyright.

11. RESPECT FOR THE RIGHTS OF OTHERS. Industry depends upon copyright law to enable the creators of intellectual property and others to get fairly compensated for their works. Unauthorized copying or distribution of copyrighted materials is an infringement of the copyright holder's rights. At its discretion, HS Sports may revoke the license granted herein if it determines that a person or entity that has downloaded HS Sports' Intellectual Property or the musical works provided by HS Sports or others is in breach of this Agreement or is otherwise infringing the copyright of a rights holder. THE USE OF THE MUSICAL RECORDINGS, EXCEPT FOR USE PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

12. DISCLAIMER. ANY MATERIAL PROVIDED TO YOU BY HS SPORTS IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. USE OF ANY MATERIAL PROVIDED BY HS SPORTS OR BY THE SCHOOL TO HS SPORTS, OR ANY PORTION THEREOF, IS AT THE RECEIVING PARTIES OWN RISK. BOTH PARTIES DO NOT WARRANT THAT ANY SUCH MATERIAL IS TECHNICALLY COMPATIBLE OR INTEROPERABLE WITH EXISTING INFORMATION TECHNOLOGY OR THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, NOR DO THEY MAKE ANY REPRESENTATION AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF ANY MATERIAL PROVIDED.

13. LIMITED LIABILITY. ANY MATERIAL PROVIDED BY HS SPORTS IS PROVIDED TO YOU AS A COURTESY TO ASSIST YOU IN CREATING YOUR VIDEO. YOU ARE UNDER NO OBLIGATION TO MAKE ANY USE OF ANY MATERIAL AND ALL RISKS ASSOCIATED WITH YOUR EXPLOITATION OF SUCH MATERIAL LIE WITH YOU. NEITHER HS SPORTS NOR ANY OF ITS PARTNERS OR LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES,

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AGENTS, PARENTS, SUBSIDIARIES OR AFFILIATES WILL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES OF ANY TYPE OR NATURE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE AND INTERRUPTION OF BUSINESS, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORSEEABLE, AND REGARDLESS OF WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. INDEMNITY. You agree to defend, indemnify and hold HS Sports, and any of its parents, subsidiaries and affiliates, their respective successors, assigns and those acting under their permission, harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of this Agreement, including, without limitation any of the foregoing representations and warranties. HS Sports agrees to defend, indemnify and hold You, and any of its parents, subsidiaries and affiliates, their respective successors, assigns, officials, employees and Board and those acting under their permission, harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of this Agreement, including, without limitation any of the foregoing representations and warranties.

15. USES OF THE VIDEO. No use of the Video pursuant to this Agreement need be submitted to You for approval. HS Sports and anyone who receives permission from HS Sports, will be without liability to You for any distortion or illusory effect resulting from use of the Video in accordance with the terms hereof.

16. GOVERNING LAW. This Agreement will be construed in accordance with and will be governed by the law of the State of Kansas applicable to agreements made and to be performed therein without regard to conflict of law principles. All litigation arising from or relating to this Agreement will be initiated and prosecuted in any court of competent subject matter jurisdiction in Wichita, Kansas, and the parties consent to the personal jurisdiction of such courts over them and to the convenience of proceeding in such courts.

17. GENERAL COMPLIANCE WITH LAWS. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to Your submission of a Video to HS Sports, Your completion of this form and/or any subsequent submission and/or use of any material from HS Sports, including without limitation HS Sports' Intellectual Property and any music provided by HS Sports. HS Sports agrees to comply with all local, state, federal and national laws, statutes, ordinances and regulations that relate to its performance of all duties and obligations under this Agreement.

18. NO RESPONSIBILITY FOR THIRD-PARTY MATERIALS OR WEBSITES. Certain content, products, and services available via the HS Sports website may include materials from third parties. In addition, HS Sports may provide links to certain third party websites at HS Sports sole discretion. HS Sports does not warrant or endorse and does not assume and will not have any liability or responsibility for the content or workmanship of any third-party materials or websites, or for any other materials, products, or services of third parties. Links to other websites are provided solely as a convenience to You and our advertisers.

19. STATUS OF PARTIES. You expressly agree that the relationship between You and HS Sports is that of two principals dealing with each other as independent contractors for the sole and specific purposes specified hereunder. At no time, past, present or future, shall the relationship of You and HS Sports herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, joint venture, employment or of a collaboration for the purposes of sharing any profits or ownership in common. You shall not have the right, power or authority at any time to act on behalf of, or represent, HS Sports, and You shall be separately and entirely liable for Your own debts in all respects.

20. ASSIGNMENT. HS Sports may assign or license its rights hereunder in whole or in part to any person, firm or corporation. Except for assignment to HS Sports, You may not assign or license any of Your rights or obligations hereunder, or under any agreement entered into by You with any third party. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of You and Your heirs, personal representatives, legal guardians, administrators, executors, successors and assigns, and any past, present or future parent, subsidiary or affiliate.

21. MISCELLANEOUS. This Agreement will be binding upon and will inure to the benefit of the respective successors and/or assigns of the parties hereto. The terms and conditions of this Agreement constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all negotiations, preliminary agreement, and all prior and contemporaneous discussions and understandings of the parties. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement shall continue in effect.

22. CONTACT INFORMATION. Executed assignments and any notices required by or provided for in this Agreement will be sent by School to HS Sports at the following address:

HS SPORTS TV, Inc.
8918 W. 21st N., Suite 200, PMB 192
Wichita, KS 67205
Phone #: 888-417-7965
Fax #: 316-721-8731

Any notices required by or provided for in this Agreement will be sent by HS Sports to School at the following address:

City: _____ State: _____ ZIP: _____

CONTACT PERSON;

NAME _____ TITLE _____

PHONE _____ EMAIL _____

23. SCHOOL ACKNOWLEDGMENT. School represents and warrants that the individual named below is fully authorized by School District's Board of Education and/or other governing body(s) to the extent required by law to enter into this Agreement on behalf of School District.

PRINT NAME _____

TITLE _____ DATE _____ / _____ / _____

PHONE _____ EMAIL _____

SIGNATURE _____

24. HS SPORTS ACKNOWLEDGEMENT HS Sports represents and warrants that the individual named below is fully authorized by HS Sports Board of Directors to the extent required by law to enter into this Agreement on behalf of HS Sports.

PRINT NAME _____

TITLE _____ DATE _____ / _____ / _____

SIGNATURE _____