



# IDAHO HIGH SCHOOL ACTIVITIES ASSOCIATION

Serving Idaho's Youth Since 1926

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## IHSAA RADIO BROADCAST AGREEMENT

Sport to be broadcast: FB \_\_\_\_ GBB \_\_\_\_ BBB \_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Idaho High School Activities Association Inc., in conjunction with our sponsor, the United Dairymen of Idaho/Dairy West, hereinafter referred to as "Association", and

\_\_\_\_\_, hereinafter referred to as "Broadcaster".

WITNESSETH: WHEREAS, the Association desires to permit the terrestrial radio broadcast of the

\_\_\_\_\_ including contests between \_\_\_\_\_  
(event) (high school)

and other Idaho high schools, WHEREAS, the Broadcaster desires to provide the radio broadcast of said championship, NOW THEREFORE, it is agreed as follows:

1. That Idaho sponsored state championship tournament rights belong to the IHSAA.
  - a. This includes state play-in games
2. That the Association hereby grants to the Broadcaster the right to broadcast terrestrial radio ONLY of the said Championship event.
  - a. IdahoSports.com has an exclusive contract with the IHSAA holding the audio streaming rights to the state tournament.
  - b. NFHS Network has an exclusive contract with the IHSAA holding the video rights to the state tournament.
3. This agreement supersedes any agreement between Broadcaster and any IHSAA member school. Broadcaster agrees that no member school can authorize the broadcast of any IHSAA play-in contest or any state championship contest. In the event of conflict between this agreement and any agreement with a member school, this agreement shall control.
4. That by this agreement the Broadcaster agrees to and understands all broadcast guidelines and specifications as stated by the Association herein.
5. The Broadcaster will contact the tournament manager no less than 72 hours prior to the tournament to make arrangements for the broadcast. The Broadcaster will provide all equipment and pay all costs for such broadcast and will, at all times, work harmoniously with the officials of the host institution, the Association and the tournament manager in the physical set-up and technical arrangements for such broadcasts.
6. The Association shall retain the right to reject advertising in conjunction with said broadcast:
  - a. At no time in conjunction with the broadcast of the game shall there be advertising of alcohol or tobacco products.
  - b. Political advertising shall not be permitted.
  - c. Advertising of any product in competition with the Association's sponsor (United Dairymen of Idaho, Inc./Dairy West) shall NOT be allowed.

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7. The Broadcaster shall not present advertising during the actual playing of the game, but shall, as near as possible, limit it's advertising to time-outs and times when the game is not in progress.
8. The Broadcaster hereby agrees to hold the Association and its member schools harmless because of any injury to person or property on the premises. The Broadcaster hereby assumes all responsibility for any damages which are a direct result of the activities of the broadcast.
9. Broadcaster agrees to defend all claims made against the Association or its member schools for damages occasioned by the Broadcaster of whatever nature.
10. The Broadcaster cannot assign this contract without the written consent of the Association.
11. The Broadcaster must obtain a written authorization from the principal or athletic director of each participating school, naming your station as the official Broadcaster of said school. Only one (1) station per school will be allowed.
12. The laws of the State of Idaho shall govern this agreement.
13. Nothing herein shall be construed to create a relationship of partnership, joint venture, or agency between the parties hereto.
14. Broadcaster agrees that its announcer shall:
  - a. Refrain from second-guessing and criticizing the refereeing and officials on the air.
  - b. Assume all responsibility for long distance telephone charges incurred by its Broadcaster or its announcers.
  - c. Make every effort to correctly pronounce the names of individual players.
15. The Broadcaster will pay a \$200 rights fee (per school covering) to the Association prior to the requested tournament. A portion of the rights fee will be refunded (schedule below) if the Broadcaster meets the following criteria:
  - a. The Broadcaster agrees and meets all criteria of contract.
  - b. The Broadcaster agrees to have their announcer refer to the events as follows:
    - Football - "The Milk Bowl"
    - Boys and girls basketball - "The Real Dairy Shootout"
    - All other events - "The Real Dairy Classic"
  - c. At the request of the IHSAA, a recording of the entire broadcast must be submitted to the Association after completion of the broadcast.
  - d. The Broadcaster agrees to open and closing billboards identifying the United Dairymen of Idaho a partner of Dairy West as the event sponsor.
    - a. The Broadcaster agrees to air 4 x :30 commercials for the United Dairymen of Idaho, Inc. during the course of each broadcast as provided by the UDI/Dairy West.
    - f. When available and applicable, conduct interviews with UDI personnel or it's representatives.
  - g. Rights Fee Refund - \$ 100.00 – Broadcaster and \$ 100.00 – Participating School

Broadcaster/s: \_\_\_\_\_ / \_\_\_\_\_

Station Manager: \_\_\_\_\_ Manager Email: \_\_\_\_\_

Manager Phone: \_\_\_\_\_ Station Address: \_\_\_\_\_

Idaho High School Activities Association, Inc. IN WITNESS WHEREOF, the parties hereto have entered into this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.