



Media Rights Agreement (page 2 of 5)

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FHSAA BROADCAST POLICY

A. REGULAR SEASON

1. Radio broadcast, telecast, cablecast and internet broadcast rights for regular season contests in all sports are held by the home/host school. The FHSAA cannot grant radio broadcast, telecast, cablecast or internet broadcast rights to regular season contests. Outlets wishing to broadcast, telecast, cablecast or webcast a regular season contest should contact the principal of the home/host school to secure rights and make arrangements.

(a) The terms “radio station(s)”, “over-the-air television station(s)”, “cable TV system(s)”, “independent producer(s)” and “internet providers” are applicable and appropriate any place in this policy where the term “outlet(s)” is used unless one or more of the terms is specifically used.

(b) The term “telecast(s)”, “cablecast(s)” and “internet broadcast(s)” or “webcast(s)” is applicable and appropriate any place in this policy where the term “broadcast(s)” is used unless the two are specifically differentiated.

2. An outlet that broadcasts a regular season contest shall agree to hold the FHSAA and its member schools harmless because of any injury to person or property on the premises. The outlet shall further agree to assume all responsibility for any damages which are a direct result of the activities of the broadcast. The outlet shall also agree to defend all claims made against the FHSAA or its member schools for damages occasioned by the outlet of any nature.

3. Member schools may refuse an outlet’s request to radio broadcast, telecast, cablecast or internet broadcast a regular season contest.

B. FHSAA STATE SERIES

1. Rights Held by FHSAA. An outlet wishing to broadcast a contest in the FHSAA State Series must request and be granted rights by the FHSAA prior to originating or accepting feed of such a broadcast and make payment to the FHSAA Office of the appropriate rights fee. Such rights are not exclusive.

(a) The FHSAA reserves the right to grant exclusive rights to broadcasts for FHSAA State Championship events to network providers. In these cases, there may be additional network fees which must be paid.

2. Delaying a Contest is Prohibited. There can be no delay in the start of a contest to accommodate a radio broadcast or telecast of an FHSAA State Series contest; neither can there be any radio or television time outs, or any extension of halftime. Provisions for live telecasts, when permitted, are found below.

3. Exception for Live Telecasts. Live telecasts of football and basketball games, when permitted, may operate under the following guidelines upon approval of the Executive Director:

(a) The intermission between the first and second quarters, the third and fourth quarters, and overtime periods may be extended from 60 seconds to 90 seconds;

(b) The outlet may be granted one 90-second television time out during each quarter. This time out will be granted at the dead ball following the change of possession, which occurs nearest to the midpoint of the quarter. This television time out will be granted regardless of whether one of the two participating teams has called a charged time out close to the midpoint of the quarter. Additionally, this television time out will not preclude either one of the two participating teams from calling a charged time out near the midpoint of the quarter; and

(c) All charged time outs called by either team will be a full 60 seconds in duration.

(d) It will be the responsibility of the referee to see that these guidelines for television time outs are strictly adhered to.



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- 4. Unauthorized Reproduction.** The use of footage by an outlet granted broadcast rights for any purpose other than for complete playback of the contest(s) for which it was approved, or for the use of excerpts for regularly scheduled newscasts is expressly forbidden. Any other use of the verbal description and/or video account of the contest(s) must be approved in writing by the FHSAA.
- 5. FHSAA Approval of Broadcast.** Authorized working personnel employed by an outlet which has been approved to broadcast a Florida High School State Championship Series contest must be admitted to the facility without charge upon presentation of proper identification and FHSAA approved media rights. The outlet is responsible for notifying the host school/organization of their intention to broadcast before submitting the AT11. State series hosts must notify the FHSAA seven days before the start of postseason play if they have banned any broadcasting outlets from their campus.
- 6. Right to Deny.** The FHSAA has the right to deny any outlet from radio broadcasting, telecasting, cablecasting or internet broadcasting a State Series contest without cause except for Spectrum Sports and the NFHS Network as per contract with FHSAA.
- 7. Seating and Equipment Setup.** The outlet must make all arrangements for seating and equipment setup with the host school principal or contest manager. The outlet must assume all expenses in connection with the broadcast, and must provide all equipment necessary for the broadcast. This includes arranging for broadcast lines with the appropriate telephone company or internet provider.
- 8. Seating Policies.** Personnel originating approved broadcasts who are to be admitted to the facility without charge must not exceed four (4) persons. The host school principal or contest manager must make every effort to provide these personnel with seating which provides them with an unobstructed view of the playing area.
- 9. Limited Seating Areas.** In facilities where seating is limited in the press box or broadcast booth, the host school principal or contest manager should provide seating to the one (1) principal outlet covering each participating school. Thereafter, seating in the press box or broadcast booth should be provided on a first-come, first-served basis. An outlet must understand that it may be necessary for it to set up operations in the spectator seating area at facilities with limited space in the press box or broadcast booth. The principal outlet for a participating school is considered to be the outlet which has broadcast the greatest number of regular season contests and/or FHSAA State Series contests in which the school has participated.
- 10. Camera Positioning.** The host school principal, contest manager and/or the officials assigned to work the contest will have the authority to require the repositioning of television cameras and videographers if they believe their placement may threaten the safety of the participants or interfere with the conduct of the competition.
- 11. PA Announcements.** The outlet must incorporate into its broadcast of each FHSAA State Series contest a minimum of two (2) announcements concerning the FHSAA and its activities programs. Scripts for these announcements and/or copies of professionally pre-produced spots will be provided by the FHSAA upon approval of the AT11.
- (a) The outlet may present scripted announcements in a manner of its choice, and may use sound and/or visual effects as it desires, provided the integrity of the FHSAA State Series in which the announcement is used, the Florida High School Athletic Association and its member schools is upheld.
- (b) The two (2) mandatory FHSAA announcements must be incorporated into the actual broadcast of the contest. Airing the announcements and disclaimer during a pregame and/or postgame show will not satisfy the requirements of this policy.
- 12. Disclaimer.** The outlet must incorporate into each broadcast the following disclaimer establishing its broadcast rights as granted by the FHSAA:
- “BROADCAST RIGHTS TO THIS F-H-S-A-A STATE SERIES CONTEST HAVE BEEN GRANTED TO [THE OUTLET] BY THE FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION AND IS INTENDED SOLELY FOR THE ENJOYMENT OF OUR (LISTENING/VIEWING) AUDIENCE. ANY REBROADCAST, RETRANSMISSION OR OTHER USE OF THIS PRODUCTION WITHOUT THE EXPRESS WRITTEN CONSENT OF THE F-H-S-A-A IS PROHIBITED.”**



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13. Objective Announcing. Play-by-play broadcasters, color analysts and any other on-air talent are expected to handle broadcasts with efficiency and professionalism. Those on-air are expected to work without introduction of profane or harsh language or inappropriate criticism of officials, coaches, teams, players, schools, or other entities. (See examples below for clarification on criticism.) Talent should make every effort to correctly pronounce the names of individual participants, have a competent knowledge of the event or game, and not speculate on injuries or emergency protocols.

Examples of inappropriate criticism:

“This official clearly has no clue what he’s doing.”

“Coach Smith should be fired.”

“Joe Smith should not be starting.”

Examples of appropriate criticism:

“We are unsure as to what drew the penalty. We will search for further clarification.”

“Coach Smith made a mistake that now has his team down late in this game.”

“Joe Smith is really struggling at the moment. We’ll see if he can bounce back.”

14. Sponsors. The terms “sponsor”, “sponsorship” or other like terms that imply or refer to the presentation and support of the activities under the jurisdiction and control of the Florida High School Athletic Association by entities other than the FHSAA must not be used during any broadcast of an FHSAA State Series event unless expressly approved, in writing, by the FHSAA. Announcers may not refer to or use words that imply a sponsorship of any FHSAA State Series contest by a commercial advertiser without the expressed written consent of the FHSAA.

15. Failure to Comply. The outlet must abide by each and all terms and conditions of this policy. Failure to do so may result in the immediate revocation of the outlet’s immediate broadcast rights, and denial of future broadcast rights to the outlet for a period to be determined by the Executive Director. The FHSAA reserves the right to discontinue, at any time, an outlet’s broadcast of an FHSAA State Series contest if previous broadcasting by the outlet is considered by the FHSAA to have been in poor taste or incompatible with the educational dignity and propriety of the FHSAA State Series, the Florida High School Athletic Association, and its member schools. The host school principal or contest manager will have the authority to act on the behalf of the Florida High School Athletic Association in enforcing this policy during all FHSAA State Series contests at his/her facility.

16. Unauthorized Broadcast. A host school principal or contest manager who permits the broadcast of an FHSAA State Series contest that has not been approved by the FHSAA will subject his/her school, organization or facility to a monetary penalty to include payment of the appropriate rights fees and, for member schools, a financial assessment in the amount of \$50 per game broadcast. An outlet which broadcasts an FHSAA State Series contest without prior written approval of the FHSAA may be denied future broadcast rights for a period to be determined by the Executive Director.

17. Liability Waiver. An outlet which broadcasts an FHSAA State Series contest must agree to hold the FHSAA and its member schools harmless because of any injury to person or property on the premises. The outlet must further agree to assume all responsibility for any damages which are a direct result of the activities of the broadcast. The outlet must also agree to defend all claims made against the FHSAA or its member schools for damages occasioned by the outlet of whatever nature.

18. Civil Action. Venue of any civil action arising out of this policy will lie in Alachua County, Florida.

19. Amending Broadcast Policy. The FHSAA reserves the right to amend this policy at any time and in any manner deemed necessary. No exception to this policy may be made by an outlet, host school principal or contest manager except by written permission of the FHSAA.



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C. OBTAINING BROADCAST RIGHTS

Upon approval of an outlet's broadcast application, the FHSAA will email the outlet the approved application form signed by the Executive Director or his/her designee which grants the outlet permission to broadcast the contest. The approved application form must then be sent by the outlet to the host school principal or contest manager. An outlet's broadcast crew should have a copy of the broadcast approval in its possession to ensure admission to the facility.

1. The AT11 shall be an agreement between the outlet and the FHSAA and will be governed by the laws of the State of Florida.
2. The AT11 must be received in the FHSAA Office not later than 3 p.m. Eastern Time on the business day immediately preceding the date of the contest or event to be broadcast. **A \$50 late fee will be incurred if AT11 is submitted after the deadline.**
3. Any media outlet that has been approved to broadcast/telecast/webcast a State Series contest but fails to do so has 10 business days following the event to notify the FHSAA that said broadcast/telecast/webcast has not occurred. Otherwise the outlet will be charged the full amount as invoiced on the AT11.
4. The FHSAA will not grant blanket broadcast rights to an outlet which intends to follow a school, until it is eliminated, through each level of an FHSAA State Series. An outlet must file a separate broadcast application form for contests at each level in which the school being followed participates, with the exception of district tournaments. Requests for broadcast rights to games or matches in district tournaments shall be processed as a single event for which a flat rights fee shall be paid regardless of the number of games or matches in the tournament that are broadcast.

D. PAYMENT OF RIGHTS FEES

1. An outlet granted broadcast rights to an FHSAA State Series contest must pay rights fees as follows:
 - (a) Live or tape-delay radio broadcast – \$50.00 (per event/contest at the district and regional levels)
 - (b) Live or tape-delay radio broadcast – \$100.00 (per event/contest at the state finals tournament level for recognized sports)
 - (c) Live or tape-delay radio broadcast – \$200.00 (per contest at the state finals tournament level for sanctioned sports other than football)
 - (d) Live or tape-delay radio broadcast – \$200.00 (per state semifinal football game)
 - (e) Live or tape-delay radio broadcast – \$300.00 (per state final football game)
 - (f) Live or tape-delay video webcast – \$500.00 (per football game for district tiebreaker and regional levels)
 - (g) Live or tape-delay video webcast – \$250.00 (per basketball game at the district and regional levels)
 - (h) Live or tape-delay video webcast – \$150.00 (per event/contest at district and regional levels for all sports besides football and basketball)
 - (i) Live or tape-delay video webcast using the NFHS Network Student Broadcast Program – FREE (at all levels before the state finals)
 - (j) Live or tape-delay telecast – to be determined by Executive Director.
2. A \$30.00 returned check fee will be assessed to any outlet whose payment of rights fees is returned due to insufficient funds. Additionally, such outlet will be denied broadcast rights to future FHSAA State Series contests until such time as payment of rights fees and any other fees assessed by the FHSAA is made to the satisfaction of the FHSAA.
3. An outlet must pay all costs of collection to include reasonable attorney's fees if it becomes necessary for the FHSAA or the host school principal or contest manager to place the account for collection and bills incurred. Venue of any such civil action relative to the collection of rights fees shall lie in Alachua County, Florida, or in the county of Florida wherein the host school or facility is located.



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E. COMMERCIALS AND SPONSORS

1. An outlet must submit the names of all sponsors on the AT11, and must be able to produce in writing upon request of the FHSAA any and all commercials used during the broadcast.
2. The FHSAA reserves the right to reject any and all applications for broadcast rights, whether sponsored or unsponsored. The FHSAA reserves the right to approve or reject the product or service which desires to sponsor the broadcast.
3. An outlet approved to broadcast/telecast/webcast an FHSAA event or contest is required to read on-air any FHSAA-related sponsorship or promotional material from a script provided by the FHSAA upon approval of the broadcast/telecast/webcast. The script will provide the copy to be read as well as the times during the event or contest it is to be read.
4. Advertisements for the following are prohibited:
 - a) Promotions for the possession, use or sale of alcoholic beverages, tobacco products, drugs, firearms and contraceptives;
 - b) Bars, taverns and cocktail lounges or the like;
 - c) Exotic dance clubs;
 - d) Political issues;
 - e) 900 call-ins for personal services, betting services, scouting services or other 900 call-ins which are in poor taste or are incompatible with the educational dignity and propriety of the FHSAA State Series or the Florida High School Athletic Association;
 - f) Pari-mutuels, excluding the Florida Lottery; and
 - g) Any other business, product, service or ideal that is incompatible with the educational dignity and propriety of the FHSAA State Series, the Florida High School Athletic Association and its member schools.
5. Combination businesses such as drug stores, grocery stores, department stores, hardware stores, hotels and restaurants which dispense alcoholic beverages, tobacco products, drugs, firearms and contraceptives may be acceptable as sponsors provided no part of the advertising messages for these establishments refer to the dispensing of such products; or to a bar, tavern, cocktail lounge or other facility dispensing such products.
6. While advertisements for political issues are prohibited by this policy, political candidates may be acceptable as sponsors provided no part of their political advertisements raise controversial political issues.
7. Advertisements of the type prohibited in Item E-4(a-g) above are prohibited from use at any time during the broadcast from the time the pregame show begins until the completion of the postgame show. Advertisements of this type are prohibited from use in pregame and/or postgame shows whether such pregame or postgame shows originate from the site of the contest or from the studio of the originating outlet. At no time during the broadcast may a listing of broadcast sponsors be read which includes the name of such business, product or service listed in Item E-4(a-g) above and referred to in this note.
8. Sponsorship of a broadcast does not provide for display of sponsor banner(s) and/or other promotional items and such display is prohibited. Originating outlet name identification banners, however, are permitted.
9. Commercial announcements may not occupy time when actual competition is taking place. An outlet must, as near as possible, limit its commercial announcements to time outs and other times when the contest is not in progress.
10. Outlets may not use or allow to be used during a broadcast, both live and tape-delay, any commercial announcement that implies a sponsorship of any FHSAA State Series contest without the expressed written consent of the FHSAA.



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EXAMPLE: Language not may be used which indicates that contest coverage “is brought to you by _____,” “is sponsored by _____,” or “_____ is a sponsor” of this tournament coverage.

Outlets may not allow advertisers to claim that they are sponsors of FHSAA State Series contests.

11. The FHSAA will exercise immediately its responsibility to cancel all broadcast rights for the particular contest and subsequent contests of any outlet found to have violated the provisions of this section of the policy. The host school principal or contest manager will have the authority to act on behalf of the FHSAA in enforcing the provisions of this section of the policy.

F. FILMING

1. A film crew not to exceed three (3) persons from an outlet will be allowed access, without charge, to an FHSAA State Series contest to shoot news film clips, highlights or interviews for use as part of the outlet’s regular coverage or other special news programs. The outlet may not broadcast/telecast/webcast single-event contest highlights for more than the following allowable times:

For the sports of competitive cheerleading, swimming & diving, track & field and wrestling: one (1) minute of individual event/competition footage, or half the time it takes to complete the individual event, **whichever is less**.

EXAMPLE: In swimming & diving the girls 100 butterfly (a single event/competition) takes 54 seconds to complete, therefore, the outlet will be allowed 27 seconds of highlights from that event. In wrestling, if it takes a student-athlete eight (8) minutes to defeat his opponent (a single event/competition), then the outlet will be allowed one full minute of highlights.

For all other sports: Three (3) minutes of such footage.

Interviews and all other non-competition footage will be allowed unlimited broadcast/telecast/webcast rights. **Any such footage must include visual credit to FHSAA**

2. The outlet must not sell, loan or give away any part of the footage shot, and must use it only for the purpose set forth above unless permission for its use otherwise is granted in writing by the FHSAA.

G. LIVE STREAMING ON SOCIAL MEDIA

Live streaming any FHSAA State Series event on ANY social media platform without a signed AT11 is strictly prohibited. Examples of this include Periscope on Twitter, Facebook Live, Instagram Live, YouTube and others. A host school principal or contest manager who permits a social media live stream of an FHSAA State Series contest that has not been approved by the FHSAA will subject his/her school, organization or facility to a monetary penalty to include payment of the appropriate rights fees and, for member schools, a financial assessment in the amount of \$50 per game live stream. An outlet which live streams an FHSAA State Series contest without prior written approval of the FHSAA may be denied future broadcast rights for a period to be determined by the Executive Director.

H. Credentials

1. Before submitting a media rights agreement for a state championship event, you must first request credentials via FHSAA.org. Please refer to the FHSAA Media Credential Policy for regulations governing state championship contest credentials.