

WEBCAST LETTER OF AGREEMENT BETWEEN

_____ AND REGION 7A

MINNESOTA STATE HIGH SCHOOL LEAGUE

The Minnesota State High School League ("MSHSL") hereby grants _____ ("Webcaster") the right to webcast the _____ of the Region 7A tournament played on _____, 20____.

The Webcaster agrees to pay Region 7A of the MSHSL \$ _____ for the above rights, the amount to be paid to Region 7A on or before _____, 20____.

The Webcaster shall, free of charge, promote and advertise the Region 7A Tournament. The Webcaster shall also produce _____ two-minute spots promoting Region 7A schools and their activities.

The Webcaster agrees that it will not, during the webcast of the tournament, or a rebroadcast thereof, display any commercial for alcoholic beverages, tobacco products, or gambling (including casino gambling). Any disagreement between the Webcaster and the MSHSL with respect to this paragraph shall be negotiated and resolved by the parties.

All special costs for origination of the webcast, such as platform erection, lighting, etc. shall be the responsibility of the Webcaster.

The Webcaster shall abide by all federal, state, and local laws and regulations.

This Agreement shall be binding upon and inure to the benefit of the parties and provides that no assignment shall be deemed effective without the prior written consent of the other party.

INDEMNIFICATION. The Webcaster indemnifies and holds harmless the League and Region 7A from any suits, claims, damages, demands, liabilities, and costs and expenses, including reasonable attorneys' fees, arising out of the exercise by the Webcaster of the right or rights granted by this Agreement or the breach of any warranty or agreement made by the Webcaster in this Agreement provided that the MSHSL and Region 7A shall give the Webcaster prompt notice of any claim or litigation to which this indemnification applies.

The MSHSL and Region 7A hereby indemnify and hold harmless the Webcaster from any suits, claims, damages, demands, liabilities, costs and expenses including reasonable attorneys' fees, arising out of the rights and privileges granted by this Agreement or the breach of any warranty or agreement made by the MSHSL and Region 7A in this Agreement provided that the Webcaster shall give the MSHSL and Region 7A prompt notice of any claim or litigation to which this indemnification applies.

MEDIA RESTRICTIONS. Television, radio, print, and/or other media may not be used or allow to be used during the live presentation of the activity, rebroadcast thereof, or any printed accounts of the activity, any commercial nor may any of the broadcasters or writers refer to or use words that imply a sponsorship of any tournament under the jurisdiction and control of the MSHSL without the express written consent of the MSHSL.

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 MSHSL shall not be used unless expressly approved, in writing, by the MSHSL Board of Directors.

Media advertisers shall be limited to presenting their message during paid commercial time only. Any use of an advertiser's message outside of paid commercial time shall be strictly prohibited.

MSHSL BOARD OF DIRECTORS

Erich Martens, Executive Director

Date

Date

Region 7A, MSHSL

Date