

General Provisions

1. Telecasting of any NYSPHSAA – Section 2 sponsored contest is prohibited without prior consent of Section 2.
2. This agreement is contingent upon the contracting entity complying with all Federal, State and Local Laws and Regulations concerning the televising of such events. The contracting entity agrees to indemnify, defend and save harmless Section 2 from any and all claims, demands, liability, suits and proceedings arising out of permission granted in this agreement or any connected activities.
3. All expenses and costs of televising such events shall be the sole responsibility of the contracting entity and the contracting entity agrees to pay such costs and expenses and to hold harmless Section 2 for any such expenses involving the telecast for which claim or suit may be brought against the Section 2.
It is the responsibility of Section 2 to organize and control the athletic activities to be televised and it is solely the responsibility of the contracting entity to make all arrangements for the facilities, personnel and any other arrangements which need to be made in order to allow for televising of the event.
4. The contracting entity agrees that the advertising of, and announcements relative to alcoholic beverages, tobacco products, or political candidates, parties or organizations are strictly prohibited. The contracting entity further agrees not to use without the prior written permission of Section 2, the name of Section 2 or the abbreviation NYSPHSAA – Section 2 in any of its advertising and specifically agrees not to, either expressly or implied, indicate that Section 2 is endorsing any other product or entity advertised by the contracting entity. The contracting entity agrees to use the Section 2 logo in all scoring and statistical graphics. Such logo may only be obtained through the Section 2 office.
5. The contracting entity agrees to recognize championship contests as “The New York State Public High School Athletic Association – Section 2 (indicate name of sport) Championships.”
6. The contracting entity agrees to include early in the broadcast the following statement:
“The rights to the broadcast have been granted by the New York State Public High School Athletic Association – Section 2 representing over 90 secondary schools in the Greater Capital District Region of the State of New York and the boys and girls who participate annually in New York State Public High School Athletic Association, Inc. – Section 2 sponsored athletic competition. Any rebroadcast or republication of the programming without the written consent of Section 2 is strictly prohibited.”
7. The contracting entity agrees that the purpose of televising of the event is to provide entertainment involving the sporting event itself and the contracting entity agrees to make every effort not to give needless exposure to activities such as fighting, crowd reactions, and officials’ calls when such might detract from the observance of the event itself.
8. Payment in full of the established fee, as set forth in the published fee chart, shall be required at least 72 hours prior to the start of televising each contracted contest.
9. Section 2 retains the right to grant coverage of this event to other entities. This agreement provides for the authority of the contracting entity to televise such event, but in no way, is exclusive and other contracting entities may also be granted such authority. The contracting entity shall not assign any of its rights or its obligations under this agreement without the written consent of the Association.

- 10. The contracting entity agrees to provide, not later than seven (7) days after completion of the event, a ½ inch VHS tape or DVD of the event to the Section 2 office, 234 Glen Street, Glens Falls, N. Y. 12801. The contracting entity also agrees that Section 2 shall own the copyright in all broadcasts (live or delayed) pursuant to this agreement. Notice of Section 2 copyright shall be included as part of every Section 2 sports event telecast made pursuant to this agreement. The notice shall consist of the copyright symbol or the word “Copyright”, followed by the year that the event is first telecast and the name “New York State Public High School Athletic Association, Inc. – Section 2” and shall appear in the opening and closing credits.**
- 11. Attached hereto are the rules and regulations with respect to televising such event and, the contracting entity agrees to abide by all of these such rules and regulations.**