

CHAPTER 9.00 - SCHOOL-COMMUNITY RELATIONS
AND INTERLOCAL AGREEMENTS

Broadcast Rights

9.051

1. The School reserves the right to grant exclusive rights to broadcasts for contests and events to network providers. In these cases, there may be additional network fees which must be paid. "Broadcast" includes television, radio, or internet broadcast or reproduction of the contest or event.

2. An outlet that broadcasts a contest or event shall agree to hold the School District, the School and its employees, agents, and assigns harmless because of any injury to person or property on the premises. The outlet shall further agree to assume all responsibility for any damages, including those caused by negligence, which are a direct result of the activities of the broadcast. The outlet shall also agree to defend all claims made against the School or its member schools for damages occasioned by the outlet of whatever nature, known or unknown, present or future.

3. When the event or contest is between two District schools, the home school controls the broadcast rights for the contest or event.

4. An outlet wishing to broadcast a contest or event must request and be granted rights by the School prior to originating or accepting feed of such a broadcast and make payment to the School Office of the appropriate rights fee. Such rights are not exclusive.

5. An outlet granted broadcast rights may not feed its broadcast to any other outlet(s) without written permission from the School. For the purposes of television, a videotape of a School contest or event is considered a "feed." Therefore, an over-the air or cable television station, even if granted broadcast rights by the School, may not share a videotape of a contest or event without express written permission from the School and payment of appropriate rights fees.

6. Radio broadcast rights must be secured from the School for both live and tape-delay broadcasts. Telecast rights, in general, are for tape-delay telecasts only.

7. The approved outlet must make all arrangements for seating and equipment set-up with the Principal. The outlet shall 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. The School is not liable for any damages whatsoever for the disruption in service of utilities.

8. In facilities where seating is limited in the press box or broadcast

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booth, the Principal has absolute discretion in the seating arrangements based upon priority.

9. The Superintendent shall create procedures consistent with this rule.

STATUTORY AUTHORITY: 1001.41

LAWS IMPLEMENTED: 1001.41; 1001.42 F.S.

HISTORY **DATE ADOPTED: 09/09/2008**