



2016 RECORDING PARTNERSHIP AGREEMENT

Background and Recitals:

USA Ultimate, the national governing body for the sport of ultimate in the United States (USAU), appreciates the contributions and commitment of individuals seeking to share photographs, video and audio recordings of Events owned or operated by USAU. This agreement sets forth the terms and conditions for recording and distribution of recordings of USAU Events.

Anyone wishing to record USAU Events for Commercial Purposes (as defined below) is required to sign this agreement. Anyone wishing to record an Event for strictly personal use may also be required to review and sign this agreement to ensure that the permitted uses are understood. This agreement is intended to protect USAU's rights as an event owner & organizer as well as to encourage and allow recording of USAU Events for both personal and commercial purposes beneficial to the sport and its participants.

The following policies adopted by the USA Ultimate Board of Directors are furthered by this agreement:

Ownership of Event Rights (adopted by USA Ultimate Executive Committee 4/23/2003)

USA Ultimate, as promoter, organizer and sponsor of USA Ultimate tournaments and events ("Events"), has the exclusive right to control all photography and video and audio recordings of the Events and the exclusive right to the publication, reproduction and distribution of such recordings. USA Ultimate may grant exclusive or non-exclusive licenses to individuals or entities that may allow the individuals or entities to record the Events and/or publish reproduce and/or distribute such recordings upon terms negotiated between the parties.

Event Access for Video and Audio Reproduction (adopted by USA Ultimate Executive Committee 4/23/2003)

USA Ultimate has the right to prohibit unauthorized commercial photography, video and audio recordings at Events, as well as the right to prohibit the unauthorized publication, reproduction or distribution of such recordings. Based upon these rights, it is and always has been USAU's policy that any individuals taking photographs or making audio or video recordings for commercial purposes at Events must obtain USAU's prior written authorization.

1. Parties and Scope.

This agreement is between USA Ultimate (USAU) and _____ ("Producer") and governs the Producer's photograph, video, and/or audio recordings ("Recordings") of the USA Ultimate Event(s) at which Producer plans to photograph, video or audio tape.

For the purposes of this agreement, "Events" are defined as followed:

Event	Date
2016 USA Ultimate State High School State Championships	2016
2016 USA Ultimate Beach National Championships	May 14-15
2016 USA Ultimate High School Southern Regional Championships	May 14-15

2016 USA Ultimate High School Central Regional Championships	May 14-15
2016 USA Ultimate High School Northeastern Regional Championships	May 21-22
2016 USA Ultimate High School Western Regional Championships	June 4-5
2016 USA Ultimate College Championship Series	
Conference Championships	April 2016
Regional Championships	April-May 2016
D-III National Championships	May 21-22
National Championships	May 27-30
2016 U.S. Open Ultimate Championships & Convention	July 1-4
2016 USA Ultimate Masters Championships	Aug. 5-7
2016 USA Ultimate Youth Club Championships	Aug. 12-14
2016 USA Ultimate National Championships	Sept. 29-Oct. 2
2016 USA Ultimate Triple Crown Tour	
Elite-Select Challenge	July 9-10
Pro-Elite Challenge	July 30-31
Select Flight Invite	Aug. 13-14
Pro Flight Finale	Aug. 20-21

2. Terms of Access.

USA Ultimate grants the Producer non-exclusive access to the Events to record the Events. Access will be determined by an authorized USAU representative on a per Event basis and based on Event logistics. The Producer will be issued a USAU Media Access credential which must be displayed at all times when recording the Events. It is the responsibility of the Producer to discuss the level of field access available for each Event prior to commencement with the tournament director or his/her designated representative (please contact USAU Director of Communications for more information in this regard).

3. General Terms of Use of Recordings.

Producer may only use Recordings for personal use and may not use any Recordings, or reproductions thereof, for any Commercial Purpose except as set forth herein. Commercial Purpose means distribution by the Producer in any enterprise or activity where the Recordings or reproductions thereof are sold or marketed in any manner to any individual or organization other than USAU, including but not limited to any, sales, promotional, advertising, or merchandising uses. Producer is authorized to use Recordings for the following Commercial Purposes ("Preauthorized Commercial Purposes"): distribution to the general public for personal use, distribution to recognized media outlets for news purposes and/or distribution to organizations and individuals actively involved in the promotion and marketing of the sport of ultimate and goods and services related thereto. Any additional use of Recordings for any Commercial Purposes shall require USAU’s advanced written approval and such approval shall be at USAU’s discretion.

Video Recording by non-rights-holding media at any event at which USA Ultimate has awarded exclusive broadcast rights (e.g., College Championships, U.S. Open Championships, National Championship, etc.) is strictly forbidden without the express written permission of USA Ultimate, or unless it abides by the following restrictions:

In accordance with the rights of the broadcast rights-holder(s), when applicable, all videographers must agree to the below guidelines and restrictions.

Local and network television news outlets are encouraged to cover all USA Ultimate events. The available access allowed by USA Ultimate is outlined below. Each camera crew must sign this agreement to acknowledge the conditions and its agreement to meet these requirements. Any violation of these

requirements will not only result in revocation of that affiliate's credentials, but potentially cancellation of all access of the offenders' organization.

- a. Local and network television crews may tape footage of each round's warm-ups and do live stand-ups up until the start of each round. This may be done from approved areas only, and will be coordinated by USA Ultimate staff on site. In the event that there is no broadcast rightsholder, television crews may do stand-ups during all event competition.
- b. Local and network television crews may shoot footage of all competition rounds, but must strictly adhere to highlight restrictions outlined below. This may be done from approved areas designated by USA Ultimate staff.
- c. Local and network television crews may shoot footage of all awards ceremonies, sponsor presentations and interviews. Post-event interviews must be conducted in a pre-determined area as assigned by USA Ultimate staff.
- d. Affiliates, website outlets, or other non-rights-holders may not, under any circumstances, stream, broadcast or otherwise distribute competition **TAPED OR LIVE** without prior written consent from USA Ultimate via this Recording Partnership Agreement.
- e. Local and network television outlets may use no more than two minutes of aggregate competition footage per each daily, regularly scheduled newscast (Highlight Footage). There is no limitation placed on non-action footage such as interviews and awards ceremonies.
- f. Local and network television outlets may distribute Highlight Footage via their wholly-owned and controlled website. Outlets may archive footage on their site, but may not sub-distribute to any other website, including any partially-controlled or network-branded pages within another website.
- g. Web-only broadcasters may gather footage in non-competition areas approved by USA Ultimate.
- h. Non-rights-holding web-only broadcasters may not show competition footage without prior, written consent from USA Ultimate.
- i. Rights-holding, web-only broadcasters may only show competition footage from the games to which they have acquired the rights, as well as highlights from games whose rights have not otherwise been procured by another broadcast partner.
- j. USA Ultimate sponsors and other commercial partners may hire video crews to shoot USA Ultimate events for internal marketing or promotional purposes. All such requests to do so must be cleared with the USA Ultimate Marketing & Communications Department prior to the event.

4. Use of Recordings for Commercial Purposes – Audio/Video.

If a Producer intends to use an audio or video Recording for Commercial Purposes other than Preauthorized Commercial Purposes, no less than 45 days prior to start of the event, Producer shall submit to the USAU Director of Communications a detailed outline of the intended use, including the distribution channels (internet, DVD, radio, television, etc.), format and schedule for distribution, as well as proposed pricing. USAU shall notify the Producer of approval or disapproval within 10 days of submission of the intended use plan.

5. Use of Recordings for Commercial Purposes – Photographs.

Prior to any release or publication of any photos for public viewing, marketing, and/or sale, the Producer shall submit and USAU shall be allowed to select a predetermined number (see below) of the Producer's best photos (based on subjective and objective criteria set forth in writing by USAU) for use by USAU within its own publications and media channels, including *USA Ultimate* magazine. Within seven days of submission (according to schedule below) by the Producer to the USAU Director of Communications or Manager of Media & Publications, USAU shall review said photos and provide in writing to the Producer a list of photos for which it desires exclusive use and for which Producer agrees that said photos shall not be distributed or displayed to the general public based on terms outlined in **Release for Use of Exclusive Images** below. Once such selection has been made by USAU, Producer may release or publish the remaining photos to the public and may use the remaining photos for Preauthorized Commercial Purposes. For those photos selected for Exclusive Use, USAU shall compensate Producer according to the **Use of Photos - USAU Compensation Scale** set forth below. USAU agrees to remit no less than \$10 for each photo it designates for its exclusive use, regardless of whether that photo is used by USAU.

For 2016 events, USAU shall require the following:

2016 High School Regional Championships (Northeasterns, Southern, Central, Western) – 15 photos per division per day of competition (max 30 photos per day). USAU shall restrict a maximum of 10 photos per day of the Event for exclusive use (maximum to be restricted for Event – 20 photos).

2016 USA Ultimate College Series – Sectional and Regional events, contact Director of Communications. Championship events – 15 photos per division per day of competition (max 30 photos per day). From these, USAU shall restrict for exclusive use a maximum of 10 photos per day of the Event for exclusive use (maximum to be restricted for Event – 20 photos for D-III National Championships, 40 for College Championships).

2016 Youth Club Championships – 10 photos per division per day of competition (max 30 photos per day). USAU shall restrict a maximum of 10 photos per day of the event for exclusive use (maximum to be restricted for Event – 20 photos).

2016 USA Ultimate National Championship Series and Triple Crown Tour – Sectional and Regional events, contact Director of Communications. Championship Event – 10 photos per division per day of competition (max 30 photos per day). From these, USAU shall restrict for exclusive use a maximum of 10 photos per day of the Event for exclusive use (maximum to be restricted for exclusive use by USAU – 30 photos for Masters Championships, 40 photos for National Championships, 40 photos for U.S. Open, and 20 photos for all other TCT events).

Should circumstances require that the above procedure be amended, USAU agrees to notify Producers no less than 21 days in advance of the Event commencement.

6. Release for Use of Exclusive Images.

For those photos designated and purchased by USAU as exclusive, USAU shall retain all rights for use for a period not exceeding fifteen (15) days past mailing of the next issue of *USA Ultimate* magazine (the "exclusive rights period"). After USAU's exclusive rights period has expired, USAU retains non-exclusive rights to the photos designated as exclusive for promotional and news coverage purposes, and Producer may use the photos for Preauthorized Commercial Purposes.

7. Use of Photos - USAU Compensation Scale.

Producers that have made sales of their photos to USAU shall be compensated within thirty (30) days of the close of the exclusive rights period. Compensation for exclusive photos shall be as follows for each photo and is not relative to image size: Cover of *USA Ultimate* magazine - \$100; Inside use in *USA Ultimate* - \$25; Other Uses - \$10. USAU may also request use of photos previously released to the general public and as such will compensate Producer at a rate not to exceed \$10 per photo.

Usage in *USA Ultimate* pertains to the issue containing coverage from the Event where Recordings were produced. Recording(s) for which USAU has previously compensated a Producer may be used in future issues of *USA Ultimate* without additional compensation to the Producer. "Other Uses" includes, but is not limited to, website publications, e-newsletters, promotional materials, and future issues of *USA Ultimate*. "Other Uses" does not include distribution by USAU to third parties for Commercial Purposes unless otherwise agreed upon by the Producer. USAU agrees to prominently credit Producer in those instances where images are used in USAU publications and/or other media.

8. Use of Recordings for Commercial Purposes –USAU Compensation.

Under no circumstances shall Recordings be distributed for any Commercial Purposes except Preauthorized Commercial Purposes unless prior written consent has been obtained by USAU. When the Producer's Net Revenues resulting from the use of Recordings from a 2016 Event (Total Sales for that 2016 Event minus Cost of Sales for that 2016 Event) surpasses one thousand dollars (\$1000) (excluding sales to USAU) the Producer agrees to compensate USAU 10% of the Net Revenue. On an annual basis, Producer shall submit to USAU a summary report of sales for the calendar year. For 2016, such report shall be submitted by Jan 15, 2017, or upon execution of the 2017 Recording Authorization Agreement, whichever comes earlier.

Failure to follow the terms of this agreement or any additional agreement between the Producer and USAU, or in the absence of a prior agreed upon compensation, Producer shall be required to submit 30% of gross revenues from use of Recordings and may be excluded from recording future USAU events.

9. Designation as an Official USAU Photographer/Producer.

Upon execution of this agreement, Producer may request, and USAU may grant at its discretion, designation as an "Official USAU Producer/Photographer." Such designation must be requested in conjunction with issuance of official credentials by USAU.

10. Use of Participant Likeness.

Producer acknowledges that USAU has not obtained media or image releases from Event participants or spectators for use of their images for Commercial Purposes. In the event that Producer wishes to use the Recordings for a Commercial Purpose (in accordance with this agreement), Producer agrees that it is the Producer's responsibility to obtain prior consent from the participants and/or spectators for use of the participants' and/or spectators' images.

11. Assumption of risk.

Producer hereby releases, discharges, covenants not to sue, and agrees to hold harmless USA Ultimate, its respective administrators, directors, agents, officers, volunteers, and employees, the participants, any sponsors, advertisers, and if applicable, owners and lessors of the Event premises (each considered one of the "Releasees" herein) from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including but not limited to negligent rescue operations. Producer further agrees to indemnify, save and hold harmless USA Ultimate from any litigation expenses, attorney fees, loss liability, damages or costs USAU may incur as the result of claims made against USAU arising out of or related to the Recordings, including but not limited to any claims made by participants or spectators for unauthorized use of their images and/or their public display or broadcast.

Producer name: _____

Producer telephone: _____ Email: _____

Mailing address: _____

City/State/Zip _____

_____ I shall record for personal use only

_____ I shall record for commercial use

Name of publication or website address: _____

Please select: _____ Newspaper _____ Magazine _____ Television _____ Other

Circulation: _____ Countries of Circulation _____

Production Schedule (daily, weekly, etc.) & Publication Date: _____

Editor name: _____

Editor telephone _____ Editor email: _____

By signing this agreement I acknowledge that I have read and agree to adhere to the 2016 Event Recording Agreement in full. I understand that my access to record USAU Events is specifically conditioned upon my compliance with such stipulations. I also understand that my failure to do so will result in the immediate loss of recording privileges at this particular USAU Event and may exclude me from recording at future USAU Events.

Producer's signature

Date

By signature below, USAU designates that the above named Producer is authorized to record at 2016 USAU Events under the provisions outlined above.

USA Ultimate authorized representative

Date