



## 2018 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:

## Events

- 2018 USA Ultimate High School State Championships
- 2018 USA Ultimate Beach Westerns
- 2018 USA Ultimate Beach Championships
- 2018 USA Ultimate College Division Postseason Championship Series
  - Conference Championships
  - Regional Championships
  - D-III National Championships
  - D-I College Championships
- 2018 USA Ultimate Masters Championships
- 2018 U.S. Open Ultimate Championships & Convention
- 2018 USA Ultimate Triple Crown Tour
  - Pro-Elite Challenge
  - Select Flight Invite
  - Elite-Select Challenge
  - Pro Championships
- 2018 USA Ultimate Club Division Postseason Championship Series
  - Sectional Championships
  - Regional Championships
  - National Championships
- 2018 USA Ultimate Youth Club Northeastern Regional Championships
- 2018 USA Ultimate Youth Club Central Regional Championships
- 2018 USA Ultimate Youth Club Southern Regional Championships
- 2018 USA Ultimate Youth Club Western Regional Championships
- 2018 USA Ultimate College Mixed Regional Tournaments

## 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 may 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 USA Ultimate 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, marketed or otherwise monetized in any manner to any individual or organization other than USAU, including but not limited to any, sales, promotional, advertising, subscription, pay-per-view, licensing 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.

#### **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 14 days prior to start of the event, Producer shall submit to the USAU marketing and communications department 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. Access to Photos**

USAU retains the right to purchase up to six (6) photos per division, per day of competition from each Event covered by USAU's Recording Partnership Agreement. Compensation for photos shall be a one-time, flat rate of \$25 per photo. Usage includes, but is not limited to, publication on all USA Ultimate's digital and social media platforms, e-newsletters, promotional and marketing materials, and publications. Distribution by USAU to third parties for commercial purposes, unless otherwise agreed upon by the Producer, is prohibited.

#### **6. 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 2018 Event (Total Sales for that 2018 Event minus Cost of Sales for that 2017 Event) surpasses one thousand dollars (\$1,000) (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 2018, such report shall be submitted by Jan 15, 2019, or upon execution of the 2019 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.

#### **7. 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.

#### **8. 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 2017 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 2017 USAU Events under the provisions outlined above.**

\_\_\_\_\_  
USA Ultimate authorized representative

\_\_\_\_\_  
Date