



2008 Recording Partnership Agreement Ultimate Players Association

Background and Recitals:

The Ultimate Players Association ("UPA") appreciates the contributions and commitment of individuals seeking to share photographs, video and audio recordings of Events hosted by the UPA. This agreement sets forth the terms and conditions for recording and distribution of recordings of UPA Events.

Anyone wishing to record UPA 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 the UPA's rights as an event organizer as well as to encourage and allow recording of UPA Events for both personal and commercial purposes beneficial to the sport and its participants.

The following policies adopted by the Association's Board of Directors are furthered by this agreement:

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

The UPA, as promoter, organizer and sponsor of UPA 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. The UPA 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 UPA Executive Committee 4/23/2003)

The UPA 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 the UPA's policy that any individuals taking photographs or making audio or video recordings for commercial purposes at Events must obtain the UPA's prior written authorization.

1. Parties and Scope:

This agreement is between the Ultimate Players Association (the "UPA") and _____ ("Producer") and governs the Producer's photograph, video, and/or audio recordings ("Recordings") of the Ultimate Players Association 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
2008 UPA State High School Championships (CA, CO, GA, IN, ME, MD, MA, MN, MO, NJ, NY, NC, OH, OR, PA, TN, VT, VA, WA, WI. See www.upa.org/juniors/hschamps.shtml for sites/dates)	TBD
2008 High School Western Ultimate Championships	May 10-11, 2008
2008 High School Eastern Ultimate Championships	May 10-11, 2008
2008 College Ultimate Series*	April 5 – May 18, 2008
2008 Youth Club Ultimate Championships	August 9 -10, 2008
2008 Club Ultimate Series*	TBD

*includes Sectional, Regional and Championship events

2. Terms of Access. The UPA grants the Producer non-exclusive access to the Events to record the Events. Access will be determined by an authorized UPA representative on a per Event basis and based on Event logistics. The Producer will be issued a UPA 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 UPA 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 the UPA, 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 the UPA's advanced written approval and such approval shall be at the UPA'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 45 days prior to start of the event, Producer shall submit to the UPA Director of Communications and UPA Executive Director 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.. The UPA shall notify the Producer of approval or disapproval within 10 days of submission of the intended use plan.

Due to contractual agreements with CBS College Sports, video/audio recording of the 2008 College Championships will be limited, and a separate agreement required for access. Please contact UPA Director of Communications for additional information.

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 the UPA 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 the UPA) for use by the UPA within its own publications and media channels, including the UPA magazine, *USA Ultimate* magazine. Within seven days of submission (according to schedule below) by the Producer to the UPA Director of Communications, the UPA 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 the UPA, 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, the UPA shall compensate Producer according to the **Use of Photos - UPA Compensation Scale** set forth below. The UPA agrees to remit no less than \$10 for each photo it designates for its exclusive use, regardless of whether that photo is used by the UPA.

For 2008 events, the UPA shall require the following:

2008 High School Western Championships - 15 photos per division per day of competition (max 30 photos per day). UPA shall restrict a maximum of 10 photos per day of the Event for exclusive use (maximum to be restricted for Event – 20 photos).

2008 High School Easterns Championships - 15 photos per division per day competition (max 30 photos per day)). UPA shall restrict a maximum of 10 photos per day of the Event for exclusive use (maximum to be restricted for Event – 20 photos).

2008 UPA College Series – Sectional and Regional events, contact Director of Communications. Championship event – 15 photos per division per day of competition (max 30 photos per day). From

these, UPA 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 the UPA – 30 photos).

2008 Youth Club Championships - 10 photos per division per day of competition (max 30 photos per day). UPA shall restrict a maximum of 10 photos per day of the event for exclusive use (maximum to be restricted for Event – 20 photos).

2008 UPA Club Series – Sectional and Regional events, contact Director of Communications. Championship Event – 10 photos per division per day of competition (max 40 photos per day). From these, UPA 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 the UPA – 40 photos).

Should circumstances require that the above procedure be amended, the UPA 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 the UPA as exclusive, the UPA 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 the UPA’s exclusive rights period has expired, the UPA 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 - UPA Compensation Scale. Producers that have made sales of their photos to the UPA 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. The UPA 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 the UPA has previously compensated a Producer may be used in future issues of *USA Ultimate* without additional compensation to the Producer. “Other Uses” includes, but are not limited to, website publications, e-newsletters, promotional materials, and future issues of *USA Ultimate*. “Other Uses” does not include distribution by the UPA to third parties for Commercial Purposes unless otherwise agreed upon by the Producer. The UPA agrees to prominently credit Producer in those instances where images are used in UPA publications and/or other media.

8. Use of Recordings for Commercial Purposes –UPA Compensation. Under no circumstances shall Recordings be distributed for any Commercial Purposes except Preauthorized Commercial Purposes unless prior written consent has been obtained by the UPA. When the Producer’s Net Revenues resulting from the use of Recordings from a 2008 Event (Total Sales for that 2008 Event minus Cost of Sales for that 2008 Event) surpasses one thousand dollars (\$1000) (excluding sales to the UPA), the Producer agrees to compensate the UPA 10% of the Net Revenue.

On an annual basis, Producer shall submit to UPA a summary report of sales for the calendar year. For 2008, such report shall be submitted by April 15, 2009 or upon execution of the 2008 Recording Authorization Agreement, whichever comes earlier.

Failure to follow the terms of the this agreement or any additional agreement between the Producer and the UPA, 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 UPA events.

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

10. Use of Participant Likeness. Producer acknowledges that the UPA 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 the Ultimate Players Association, its respective administrators, directors, agents, officer, 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 the Ultimate Players Association from any litigation expenses, attorney fees, loss liability, damages or costs the UPA may incur as the result of claims made against the UPA 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 _____ Other

Circulation: _____ Countries of Circulation _____

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

Editor name: _____

Editor Telephone _____ Editor email: _____

By signing this agreement I have read and agree to adhere to the 2008 Event Recording Agreement in full. I understand that my access to record UPA Events is specifically conditioned upon my compliance of with such stipulations. I also understand that my failure to do so will result in the immediate loss of recording privileges at this particular UPA event and may exclude me from recording at future UPA events.

Producer's signature Date

By signature below, the UPA designates that the above named Producer is authorized to record at 2008 UPA Events under the provisions outlined above.

UPA Authorized representative Date