

EXCLUSIVE RADIO BROADCAST AGREEMENT
RADIO BROADCAST RIGHTS
Ada High School Sports – Football and Basketball

THIS AGREEMENT made and entered into this 1st day of June 2026 and represents a yearly continuous arrangement and understanding between Ada High School hereinafter referred to as SCHOOL and SCORE Broadcasting, owned and operated by the Chickasaw Nation, KADA Radio broadcasting on 99.3FM and streaming on www.kadaradio.net hereinafter referred to as STATION. The overall purpose of this agreement is to have a valid agreement in place for the purposes of video streaming sports broadcasts and telegraphic play-by-play accounts for Ada High School Football and Basketball. Nothing in this agreement shall be construed to waive the Sovereign immunity of the Chickasaw Nation, its officers, employees or agents. This agreement shall be performed within the applicable guidelines, resolutions and ordinances of the Chickasaw Nation, the Ada Public School System, as well as applicable FCC and OSSAA rules and regulations for the following term:

TERM: The term of this agreement will be a continuous and ongoing term starting with the 2026 Sports season, and will continue uninterrupted unless either party notifies the other party no later than July 1st of each year that a discussion of terms needs to take place for the upcoming school year. If and when that action occurs, responsible parties of both SCHOOL and STATION will meet no later than July 10th to discuss any changes desired by either party. If parties cannot agree on terms for the upcoming year, either party has the ability to null and void this agreement and future agreements.

WITNESSETH

That for, and in consideration of, the promises made herein, the parties agree and are in agreement to the following:

1. Grant of Rights

That Ada Public Schools hereby grants RADIO STATION the exclusive streaming and on-air broadcast rights to produce for public consumption, jointly promote, all home and away Ada High School regular season and post-season football games, and select men's and/or ladies basketball games at the discretion of both RADIO STATION and PLAY-BY-PLAY staff and SCHOOL. Games will be streamed live on-line on kadaradio.net and adasports.net in both audio and video form. STATION will also air, the weekly "Cougar Report" show on 99.3FM at the discretion of the play-by-play announcer to be aired on radio once per week and streamed on line at kadaradio.net.

1. Technical / Staff

RADIO STATION will be responsible for the complete broadcast, including the pre-game, game broadcast and post-game, the sale of air time, the production of commercials, on-site equipment, broadcast rights (if any) and the hiring and management of the Play-by-Play announcer which will be put forth for approval by SCHOOL who will have complete veto power. It is the STATION'S responsibility to provide the equipment needed to execute the game broadcast from the field.

2. Promotion and Marketing

STATION will use its significant promotional power to educate the public that the games will be streamed live on the internet and on the air and will air promotional spots and social media posts weekly to widely disseminate this information. Modest cross promotion will take place on the other "sister" stations of KADA which include KYKC (100.1 FM), KTLS-FM (106.5 FM) and KYFC-FM (105.5 FM) to provide wide dissemination of the game broadcasts. It is also understood that the SCHOOL will utilize its best assets to promote the game broadcasts as well, utilizing marketing tools such as "morning announcements," school newspaper school websites, Facebook and Twitter accounts, home field announcements, etc. STATION will also issue press releases and paid ads to promote the same in print media.

3. Stipulations, Requirements and Reservation

- (1) RADIO STATION agrees to pay and provide a play-by-play announcer and associated crew. RADIO STATION will do everything in its power to continue with the services of individuals approved by SCHOOL.
- (2) STATION will work and cooperate with the play-by-play talent to produce an acceptable pre-game show with pre-recorded segments, if desired, as has been the history of this broadcast in previous years.
- (3) STATION will NOT carry a scheduled game that is being played only in the event of last minute illness by the play-by-play announcer, emergency news or weather announcements that could have a significant impact on the public at large, equipment failure at the game site, or it is a game previously not scheduled to be played.
- (4) STATION will be responsible for any rights fees associated with carrying any of the games. STATION does reserve the right to refuse to pay a fee that is significantly higher than the average for schools and stations in a market the size of Ada which could possibly prevent a broadcast to occur. It is understood that the STATION and on-site personnel will use every means to prevent this scenario from occurring and may request the SCHOOL for help in negotiating a settlement either before or after a broadcast has occurred and/or in payment of a rights fee that has either not occurred, or has occurred, but is in need of an appeal.
- (5) STATION reserves all rights to the on-air broadcast and agrees not to use any promotion of the broadcasts for any use other than promotional announcements for future games. It is also understood that the STATION considers these broadcasts to be intellectual property and strictly prohibits

the use of same of any other purpose except those described above for promotional announcements on the STATION'S web streaming sites.

- (6) It is understood that STATION has a motivation to promote the games, and will do so aggressively on 99.3 FM as well as sister radio stations.
- (7) STATION agrees to pay Rights Fees to the Ada School System for above outlined broadcast rights:

\$1,200 per year

Payment will be made for each term, in full, toward the end of the school year.

- (8) SCHOOL agrees to work closely with play-by-play talent for the purpose of executing a professional game broadcast, including reasonable access to coaches, players, and administration officials, as well as home telephone lines and/or internet access, if needed on a **priority basis over any other medial outlet.**
- (9) SCHOOL agrees to allow for banner/signage at the home school venue for the purpose of promoting the broadcast if the STATION so chooses.
- (10) SCHOOL will provide information to STATION sales staff concerning the names of the members of the Ada High Booster Club for the purposes of gathering information about potential clients for the broadcast. SCHOOL will also provide STATION with a single page Letter of Endorsement authenticating STATION'S rights to market the Ada High School broadcasts.
- (11) STATION retains all rights to the commercial streaming content in the games for the purpose of airing sponsor commercials. STATION agrees to allow sponsor "mentions" of any advertiser secured by the SCHOOL by the on-air announcer, or possibly a video "crawl" of those sponsors if that is set up in advance by the SCHOOL with the play-by-play staff and the producer of the game broadcast. It is understood that the STATION reserves all fully-produced video content of a commercial nature for it's own sponsors.

4. ASSIGNMENT

STATION will not sell, assign, subrogate, or encumber in any manner any of its rights under this agreement without the written permission of SCHOOL. It is understood that at certain times and on occasion, other radio outlets may contact STATION for "live simulcast feeds" of the game. If and when this should occur, it is understood that the game broadcast itself is the sole intellectual property of STATION, and STATION has full rights to that broadcast and to collect a fee from the inquiring "away" station. It is however understood that STATION will seek out permission from the play-by-play announcer before any feeds will be provided.

It is also understood the SCHOOL will endorse STATION'S exclusive broadcast agreement and provide a letter on SCHOOL letterhead if requested acknowledging same, which may be sent to current and potential advertisers and sponsors.

5. USE

(1) It is understood by all parties that this agreement, when executed, may be utilized by either SCHOOL or STATION to showcase to the OSSAA, other streaming vendors, other schools, or any other party, that a bonified formal agreement does exist between SCHOOL and STATION and that all parts of this agreement are in force and in good standing.

IN WITNESS THEREOF, the parties hereto have, by authorized representatives, Subscribed this Agreement the day and date of August 1st, 2024.

ATTEST

FOR SCHOOL

_____ Date _____

FOR STATION

_____ Date _____