

AGREEMENT

This Agreement ("Agreement"), is entered into between Independent School District No. 200, Hastings, MN ("School District"), and Hastings Community TV ("HCTV"), an independent non-profit organization and cable television station, collectively referred herein as the Parties.

WHEREAS, the Parties desire to establish a revenue-sharing structure and their respective rights and responsibilities in providing quality video productions of School District athletic events and sponsorship opportunities; and

WHEREAS, the Parties anticipate using Hudl, an online and mobile platform for video sharing and viewing, to make available the video productions to subscribers.

NOW, THEREFORE, the Parties agree as follows:

1. PRODUCTION SUPPORT

The School District, through its Raider Media Productions, intends to produce approximately 125 video productions of athletic events annually across fall, winter, and spring seasons. The video productions may include multiple production levels, including:

- Tier 1 Productions: Full HCTV-directed productions with multiple cameras, replay capability, graphics, and announcers.
- Tier 2 Productions: Primarily student-run with limited HCTV support.
- Tier 3 Productions: Simplified productions utilizing limited staffing and/or automated AI camera systems without replay or announcers.

The actual number and type of productions may vary based on schedules, staffing and operational issues, such as weather and technical considerations.

It is agreed that the School District retains ownership and control over its athletic events and all video productions of the events.

HCTV will provide technical and operational support to Raider Media Productions and participating students, including production infrastructure, training and assisting student operators, managing streaming platforms, full or partial direction of productions, assistance in integrating sponsors' promotional materials, maintaining video production archives, and other assistance aimed at producing quality productions.

2. ALLOCATION OF SPONSORSHIP, SUBSCRIPTION, AND PAY-PER-VIEW REVENUE

The School District shall have the exclusive right to obtain and manage all sponsorships of School District athletic events during the term of this Agreement. Sponsorship revenue shall be paid to the School District pursuant to individual written agreements with sponsors. In consideration for HCTV's expertise, technical assistance, training, production services and use of

HCTV's production equipment, the revenue from sponsorships shall be split with HCTV as follows: 80% to the School District; 20% to HCTV.

In consideration for HCTV's expertise, technical assistance, training, production services and use of HCTV's production equipment, the revenue received by the School District from Hudl for subscriptions and pay-per-view for video productions of School District athletic events shall be split as follows: 60% School District; 40% HCTV.

The School District shall pay HCTV the amounts due pursuant to the above revenue sharing structure on a quarterly basis.

3. NO PARTNERSHIP OR AGENCY

This Agreement does not create a joint venture, agency relationship, or partnership between the Parties, and thus there are not partnership obligations or liability.

4. INDEMNIFICATION

HCTV is solely responsible for its compliance with federal, state, and federal regulations and guidelines, and any franchise agreements governing its activities, and it holds the School District harmless for any claims arising out of alleged non-compliance.

HCTV agrees to hold harmless, defend and indemnify the School District, its current and former employees, officers, agents, representatives, and board members from and against any and all third party claims, liability, demands, causes of action, damages, costs, and attorney fees proximately caused by HCTV's negligent performance of the production services set forth in this Agreement, except to the extent that a claim or demand arises from or is caused by the negligence or willful misconduct of the School District, its current and former employees, officers, agents, representatives, and board members.

The Parties must provide a certificate of insurance to each other with policy limits sufficient to cover their respective potential liability and indemnification obligations.

5. FORCE MAJEURE

The Parties shall not be liable for any failure or delay in performance of its obligations under this Agreement if the failure or delay is caused directly or indirectly from a cause beyond the School District's or HCTV's control, such as acts of God, acts of war or terror, fires, storms, floods, epidemics and pandemics, civil disorder, or other similar causes.

6. DURATION AND TERMINATION

This Agreement is for the period of the 2026-2027 athletic season broadcast (August 15-June 15), unless terminated by either Party with thirty (30) days written notice. This Agreement shall have no force or effect upon its expiration on June 16th, 2027. Any amount due HCTV as of the date of termination shall be paid by the School District within thirty days.

7. MISCELLANEOUS

- No Assignment: HCTV may not assign any of its obligations or benefits under this Agreement without the written consent of the School District, which it may withhold at its discretion.
- Compliance with Laws: the Parties shall comply with all applicable laws, rules, regulations, and ordinances associated with its activities under this Agreement.
- Governing Law: This Agreement shall be governed by the laws of the state of Minnesota. Any suit or action brought in connections with this Agreement shall have venue in Dakota County, Minnesota.
- Modifications: Any modifications to this Agreement must be in writing and signed by the Parties. The duration of this Agreement cannot be extended; however, the Parties may enter into a subsequent agreement.

IN WITNESS WHEREOF, the undersigned agree to the terms contained in this Agreement.

Date: _____

Independent School District No. 200,
Hastings, Minnesota

By: _____
Printed Name

Signature

Its: _____

Approved by the School Board of Independent School District No. 200 by action on
_____ [insert date]

Date: 8/3/2026

Hastings Community TV

By: Mike Bremer
Printed Name

Mike Bremer
Signature

Its: Executive Director

The person signing this Agreement on behalf of HCTV hereby attests that HCTV has approved this Agreement and he/she is authorized to execute this Agreement on behalf of HCTV.