



**2009 PDGA Tour Media Agreement
For Major & National Tour Events (rev 1/6/09)**

Note: *This agreement covers all PDGA Major and National Tour Events within USA and Canada, with the exception of the United States Disc Golf Championship (USDGC). All inquiries regarding media coverage of the USDGC are to be addressed to the host USDGC Committee.*

This mutual agreement (the "Agreement") represents the terms and conditions between _____, a _____ registered in _____ (the "Producer") and the Professional Disc Golf Association, a non-profit corporation registered in Colorado, (the "PDGA"), regarding authorization to make video, photo and/or audio recordings (hereinafter termed "Recordings") of the following Professional Disc Golf Association sanctioned event _____ to be held beginning on _____ and ending on _____ in _____, called the "Event".

The PDGA grants the Producer non-exclusive access to the Event to record images of the Event and its participants. Producer acknowledges that PDGA may not have obtained media or image releases from Event participants or spectators for use of their images. In the event that Producer wishes to use the Recordings in commercial enterprises and activities in which the Recordings are sold, Producer agrees to obtain consent from the participants and/or spectators for use of their images.

As a feature of this mutual Agreement, PDGA requests the following considerations:

- The right to use, free of charge, all Recordings made of the event for "non-commercial" applications. In perpetuity.
- A complementary copy of your recordings for the PDGA archives.
- A 20% discount on the Producer's standard charge for any Recordings that PDGA wishes to purchase for commercial use.

In return, PDGA grants to Producer a royalty-free non-exclusive, worldwide right to use the attendant PDGA marks, i.e., PROFESSIONAL DISC GOLF ASSOCIATION™, PDGA and PDGA logos (collectively, the "PDGA Marks") for use in the final edited version of the Recordings. Producer agrees that one or more of the PDGA Marks will, whenever possible, appear on Recordings prepared by Producer in conjunction with the Event. PDGA shall retain the rights to approve the nature and quality of the final edited Recordings provided by Producer under PDGA Marks.

If the Recordings are used for any commercial enterprises or activities, Producer agrees to give the PDGA prior notification of its intent to use the Recordings in such fashion and agrees to provide the PDGA a percentage of the gross revenues resulting from the production, marketing or sale of the Recordings. This percentage is to be negotiated prior to the commencement of any

actions to promote, market or sell the Recordings. If no such percentage is separately negotiated between the parties, or if Producer fails to properly notify the PDGA prior to commencing such commercial activities or enterprises, the percentage will be set at 15% of gross revenues.

Both PDGA and Producer agree to maintain open communication about sponsorship contacts, in order to avoid the development of sponsorship conflicts. PDGA reserves the right to approve or disapprove any potential sponsor of the Recordings. Such approval is not to be unreasonably withheld and will be given within seven business days of PDGA's receipt of such notification. Producer agrees to full cooperation with all sponsorship and related arrangements that are established by the PDGA.

Producer hereby releases, discharges, covenants not to sue, and agrees to hold harmless the Professional Disc Golf 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") 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 Professional Disc Golf Association from any litigation expenses, attorney fees, loss liability, damages or costs the PDGA may incur as the result of claims made against the PDGA 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. In signing the Agreement, the Producer and PDGA representatives confirm and accept all aspects of the understandings, which are outlined above.



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On behalf of PRODUCER

On behalf of PDGA

Authorized Signature

Authorized Signature

Name of Signatory (printed)

Name of Signatory (printed)

Title of Authorized Producer Representative

Title of Authorized PDGA Representative

Date _____

Date _____

Fed Tax ID No. _____

Address _____

Address: PDGA Office

Wildwood Park

3841 Dogwood Lane

Appling, GA 30802-3004

Phone _____

Phone: (706) 261-6342

Fax _____

Fax: (706) 261-6347

E-mail _____

E-mail: office@pdga.com

Producer is to sign and date two originals of this agreement and return both to the PDGA Office. The authorized PDGA Representative will then sign both originals, and return one signed original to the Producer for their records.