

**PAGEANT YEAR 2010 STATE CONTESTANT CONTRACT
TO COMPETE IN THE 2011 MISS AMERICA FINALS**

THE _____ ORGANIZATION

Application and Contract for Participation in the

2010 MISS _____ COMPETITION

Contestant: _____

Section 1: Introduction

- 1.1.** The Miss _____ Organization is a non-profit corporation organized under the laws of the State of _____. The Miss _____ Organization has operated a program offering scholarship assistance and career opportunities for the young women within the State of _____. In doing so, The Miss _____ Organization has made substantial investments in, and has developed a valuable identity for, the unique symbols and elements of the Program that have achieved national and even international recognition and approval. These elements include but are not limited to (1) providing educational assistance in the form of scholarships to young adult women who have not yet begun to assume the responsibilities of family life and are interested in career and educational advancement; (2) recognizing and honoring the traits of honesty, good character, talent, poise, intellect, leadership and good judgment in the young women of America who enter the competition (the "Contestants"); and (3) enabling the Contestants to serve as role models for other young women with similar goals and personal characteristics.
- 1.2.** The Miss _____ Organization intends to conduct a competition for the title "Miss _____ 2010," to be held in _____ on _____, 2010. The competition is a critically important, and the single most visible and widely recognized, element of the Program. The competition is conducted in a fashion that is designed to combine a respect for the traditional and historic foundations of the Program with recognition of the perceived modern tastes and values of the American people.
- 1.3.** The winner of the competition shall be designated "Miss _____ 2010," and shall be entitled to that title until her successor is named at the competition in _____ 2011. During this period (the "Year of Service"), the duties of Miss _____ 2010 may include travel and participation in personal appearances throughout the State. These activities are designed, scheduled, arranged and supervised by The Miss _____ Organization in order to reflect the values and standards of the Program and to enhance its visibility and maintain its broad public acceptance. The Miss _____ Organization has also developed detailed procedures that govern the activities and conduct of Miss _____ during her Year of Service. These procedures and standards are intended to protect and enhance the substantial public acceptance of the Program among the American people, and to assure that the Program will continue to be able to operate for the benefit of the

thousands of young women who will be seeking to participate in the Program in future years.

- 1.4. In seeking to participate in the competition, each Contestant must understand and accept the requirements of the Program, including the rules for the contestants and the guidelines and limitations that will be applicable to her activities during her Year of Service if she is selected as Miss _____. In addition, each Contestant must understand and accept that the Miss _____ Organization's approval of the Contestant's participation in the competition and, if selected, service as Miss _____ will be specifically based upon the representations and agreements in this Application and Contract and its attachments and the continued compliance with all of the regulations of the Program. In such regard, I acknowledge that my ability to compete in the pageant shall be subject to review at each level of competition that I enter and that the determination of my eligibility to compete in the competition shall not in and of itself be the basis of my eligibility to compete in the Local, State and/or National Finals.
- 1.5. Therefore, by signing this Application and Contract and submitting it to the Miss _____ Organization for approval, the Contestant represents and agrees that (1) all facts and representations contained in this Application and Contract and its attachments are true and accurate; (2) the Contestant agrees to abide by all rules and regulations of the Miss _____ Organization described in this Application and Contract and its attachments, in the period before and during the Year of Service; and (3) the Contestant meets each requirement for eligibility set forth in Section 2 of this Contract; and (4) the Miss _____ Organization shall have the sole discretion to determine whether, in its judgment, the Contestant may continue to participate in the Miss _____ Program, in the event that the Miss _____ Organization determines that any statement or representation by the Contestant is not true and accurate or that any action by the contestant is inconsistent with the rules and regulations of the Program.

Section 2: Eligibility of Contestant to Participate in the Miss _____ Program

- 2.1. I have never before competed in any National Finals of the Miss America Organization.
- 2.2. **Age.** I am currently ____ years of age. I was born on _____, 19____. I understand that, in order to be eligible to compete, I must: (1) be a high school senior before the date of my first Local competition; (2) have been at least seventeen (17) years of age at the time of my first appearance in the preliminary round of the Local or State competition that I am entering in anticipation of this year's National Finals, and (2) be no older than twenty-four (24) years of age on December 31, 2010. A copy of my birth certificate is included with Attachment A, the Supplemental Fact Sheet.
- 2.3. **Residence.** I understand that, in order to compete in the Local or State pageant in anticipation of this year's National Finals, I must reside in; or be enrolled in and physically attending classes on a full-time basis at an accredited college or university in; or be employed on a full-time basis in the state in which I intend to represent in the National Finals:
- 2.3.1 If I am claiming eligibility to compete in the Miss _____ Organization based upon my residence in the state in which I am competing, I must have been a resident of that state for at least six (6) months prior to the first Local or, if Locals are not held in the state where I competed, the State competition that I entered in that state. I

currently reside at _____ in the city of _____, State of _____. I have resided at this address since _____. I have included with Attachment A, the Supplemental Fact Sheet, proof of this residency in the form of _____ (driver license, automobile registration, current lease, or other official document establishing residency). If my residency at this location was established within six (6) months preceding the Local or State competition in which I am competing, my last previous residence was at _____ in the city of _____, State of _____. I lived at that address from _____, _____ (date) to _____, _____. If requested, I agree to provide the Miss _____ Organization with any additional information or documents that may be required within five (5) business days of the request to determine my residency in the state in which I am competing, if my residence is relevant to my eligibility. I understand that additional proof of residency may include a lease, utility bill, and/or automobile registration.

2.3.2. If I am claiming eligibility to compete based upon my status as a student in the state in which I am competing, I must have (a) successfully completed at least one semester as a full-time (at least 12 credit hours) student, and presently be enrolled and physically attending classes on a full-time basis at an accredited college or university in the state in which I am competing, or (b) have graduated from an accredited college or university in the state in which I am competing between the date I was declared the winner of a Local competition duly authorized by MAO that I entered in anticipation of this year's National Finals, and the date of this Application and Contract. For purposes of this Section 2.3.2., I understand that my physical attendance of classes in the state in which I am competing is a requirement for eligibility to compete based upon my status as a student. I also understand that no more than two (2) full-time semesters may have elapsed between the completion of my last full-time semester and the beginning of the next full-time semester that I am attending at a college or university in the state in which I am competing.

2.3.2.1. I have completed _____ semesters of study at _____ College/University in the city of _____, State of _____. I have received credits for courses totaling _____ hours. I have attached to the Supplemental Fact Sheet an official College/University transcript that shows these credits.

2.3.2.2. I am currently enrolled at _____ College/University in the city of _____, State of _____, where I am presently attending classes in _____ accredited courses. I represent and warrant that I am considered a "full time student" by the college or university that I attend and that I am physically attending classes in the state in which I intend to compete. I have attached to the Supplemental Fact Sheet an official copy of a registration form from the school that shows this enrollment.

2.3.2.3. I received a _____ degree from _____ College/University in the city of _____, State of _____ in _____ (year). I have attached a copy of this degree or an official College/University transcript indicating the degree awarded to the Supplemental Fact Sheet.

2.3.2.4. I have completed _____ semesters of study at _____ Graduate School in the city of _____, State of _____. I have received credits for courses totaling _____ hours. I have attached an official College/University transcript to the Supplemental Fact Sheet that shows these credits.

2.3.2.5. I am currently enrolled at _____ Graduate School, in the city of _____, State of _____, where I am presently attending classes in ___ accredited courses. I represent and warrant that I am considered a “full time student” by the Graduate School I attend and that I am physically attending classes in the state in which I intend to compete. I have attached to the Supplemental Fact Sheet an official copy of a Registration Form from the school that shows this enrollment.

2.3.2.6. I received a _____ graduate degree from _____ Graduate School in the city of _____, State of _____ in _____ (year). I have attached a copy of this degree or an official College/University transcript indicating the degree awarded to the Supplemental Fact Sheet.

2.3.3. If I am claiming eligibility to compete based upon my employment in the state in which I am competing, I must have been employed in the state on a full-time basis (at least forty (40) hours per week, or such other number of hours as may qualify by law as “full-time” employment in the state in which I am competing) for at least six (6) months immediately prior to the first Local or, if Locals are not held in the state where I competed, the State competition that I entered this year and at the present time.

Name of Current Employer: _____
Address of Employer: _____
Phone Number of Employer: () _____
Nature of Position: _____
Dates of Employment: _____

If requested, I agree to provide the Miss _____ Organization with any additional information or documents that may be required within five (5) business days of the request to determine my employment in the state which I competed, if my employment is relevant to my eligibility. I understand that additional information to establish employment may include paystubs, W-2 forms, income tax filing, etc.

2.4. Citizenship. I am a citizen of the United States of America.

2.5. Education. In order to be eligible to compete, I must be a high school senior no later than the date of my first competition, or have successfully completed the G.E.D. testing program for high school equivalency, or have successfully completed the academic requirements for entry into an accredited college/university degree program requiring physical attendance by the July 30th immediately preceding the National Finals.

2.5.1. I received a High School diploma in _____ (year) from _____ High School in the city of _____, State of _____.

2.5.2. I received a G.E.D. certificate for High School equivalency in _____ (year).

2.5.3. I have been accepted into an accredited college/university degree program requiring physical attendance. I have attached an official Acceptance Letter from the college/university.

2.6. Personal Characteristics. I understand that in order to be eligible to compete in the Miss _____ Competition, I hereby certify to the Personal Characteristics set forth in this section:

2.6.1. Gender. I am and I have always been a female.

2.6.2. Marital Status. I am not now and I have never been married, nor have I had a marriage annulled.

2.6.3. Parental Status. I am not now pregnant, and I have never been pregnant. I am not the adoptive parent of any child, nor will I become the adoptive parent of any child during my Year of Service

2.6.4. Good Character. I am of good moral character and I have not been involved at any time in any act of moral turpitude or behavior that is, or could be, perceived by the Miss _____ Organization as contrary to the Miss America Program or its elements as described in Paragraph 1.1 of this contract.

2.6.5. Criminal Record. Other than minor or petty offenses, I have never been convicted of any criminal offense and there are no criminal charges presently pending against me. I understand that I may make an appeal to MAO if criminal offenses/charges in my state are considered minor or petty offenses in another state. This appeal must be presented to MAO through legal counsel.

2.6.6. Prior Conduct. I have never, knowingly or unknowingly, performed any act or engaged in any activity or employment that is or the Miss _____ Organization could characterize as dishonest, immoral, lewd or indecent.

2.6.7. Health. I am in good health and can, to the best of my knowledge, participate fully and without limitation in any Program activities. Any current medical condition or disability will not impede my ability to complete my Year of Service or fulfill my obligations under this Agreement. Upon the request of the Miss _____ Organization, I will provide or cause my health care provider(s) to provide the Miss _____ Organization with all or a portion of my health care records as necessary to verify the accuracy of this representation.

2.6.8. Substance Abuse. I do not use or consume any illegal substances or controlled substances other than those obtained pursuant to a valid prescription and taken according to the directions of a licensed health care professional. I do not abuse the use of alcohol, prescriptive drugs or other dangerous substances.

2.7. Contractual and Other Obligations.

2.7.1. National Service Platform Requirement. The Miss America Organization has entered into an agreement with the Children's Miracle Network. The agreement, among other things, establishes the Children's Miracle Network as the Miss America Organization's National Platform. As a contestant in the Miss America program, I am required to raise a minimum of two hundred and fifty dollars (\$250.00) to support the Children's Miracle Network and the Miss America Scholarship Fund. If I become Miss _____, as a State title holder, I understand that I will be required to raise a minimum of five hundred dollars (\$500), no later than thirty (30) days prior to the National Finals to support the Children's Miracle Network and the Miss America Scholarship Fund. In furtherance of the foregoing, I will create a personal fund raising web page and perform such other acts and deeds in accordance with the instructions and requirements of the Miss America Organization as the same may change from time to time.

2.7.2. Prior Contractual Commitments. Within the three (3) months before my participation in the first Local or State competition in which I am competing this year,

and since that participation, I have not authorized any person, firm or corporation to use my name, photograph, picture, or present or future title that I hold or may hold, in connection with an endorsement to advertise any commercial product. I have not contracted to any personal training services in preparation for the State Pageant Finals. I am not a party to any contract with any person, firm or corporation in respect to any present title that I hold or may hold, nor have I made any commitments for the future regarding any such titles. I do not have any legal obligations that would prevent or limit my participation and appearances in the Miss _____ Competition, any other Local Competition, State Competition, the National Finals or, if selected as Miss America, in the Year of Service, or my compliance with the rules, regulations and conditions of the Program.

2.7.3. Other Competitions. If I win, I will continue to hold the title of Miss _____ until my successor is selected or appointed. I agree that, during my service in that role and until after the scheduled completion of the full term of the position of Miss _____ for which I was selected, I will not associate in any way with, promote, judge or become a contestant or participant in any other national or international competition or preliminary competition of a similar nature to the National Finals. I also represent that, since I received my Local title Miss _____ in competition for the title of Miss _____, I have not been a contestant or participant in any other national or international competition or local or state preliminary competition of a similar nature to the National Finals.

2.7.4. Use of the Miss _____ Organization Titles, Words and Symbols. After the conclusion of my Year of Service, if I am advised by the Miss _____ Organization that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss _____ Organization, the Miss America Organization and the Program has caused or is reasonably likely to cause harm, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss _____ Organization shall be final and binding.

2.7.5. If selected as Miss _____, I shall not use, nor allow another party to use my status while appearing in an official capacity as Miss _____, for the public announcement of a marriage proposal or marriage engagement, unless the Miss _____ Organization has specifically granted me written permission to make a public announcement of a marriage proposal or engagement.

2.7.6. If selected as Miss _____, my actions and conduct will be representative of the integrity and esteem of the Miss America Organization. I acknowledge that I am an official representative of the Miss _____ Organization and I will not engage in any actions or behavior that could be perceived by the Miss _____ Organization as contrary to the Miss America Program or its elements.

2.7.7. Attorney Review of Application and Contract. I have been given a sufficient opportunity to review this Application and Contract and its attachments, including the Supplemental Fact Sheet (Attachment A); Medical Information Form (Attachment B); the Scholarship Rules and Regulations (Attachment C). I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract. () I have consulted an attorney about this Application and Contract or () I have decided that I do not need to do so (check applicable choice). I understand that this Application and Contract is a legal document and that if I sign and

submit it to the Miss _____ Organization and it is accepted, I have agreed to be bound by this Application and Contract and its attachments.

2.7.8. Changes in Circumstances. I understand and agree that if, at any time after I file this Application and Contract with the Miss _____ Organization, including during my Year of Service, any of the facts stated in this Application and Contract or its attachments should change, I have the obligation to report any such change in writing immediately to the Miss _____ Organization. I also understand that if I fail to do so, the Miss _____ Organization may, in its sole discretion, determine to limit or prevent my participation or to terminate my Year of Service

Section 3: Personal and Professional Background Information

3.1. Employment History.

3.1.1. Present Employment. I am presently employed (___) full-time (___) part-time (check as applicable) by _____, located in the city of _____, State of _____. I hold the position of _____ and my responsibilities include _____.

3.1.2. Prior Employment: During the past three (3) years I have worked in the following positions:

Employer	Location	Dates	Position
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3.2. Medical Information (complete Attachment B - Medical Information Form).

3.2.1. Current Medical Condition. Other than as described in the attached Medical Information Form (Attachment B), I do not presently suffer from any illness, disease or disability that will prohibit, restrict, or impair my ability to fulfill my obligations under this Agreement or to fulfill my Year of Service. At the present time I am (___) receiving treatment or medication for the condition described in Attachment B or (___) not receiving treatment or medication for this condition (check as applicable). I (___) do (___) do not expect to be taking medication or to be receiving treatment for this condition during the competition or, if selected as Miss _____, during my Year of Service.

3.2.2. Current Medication. Other than as specified in the attached Medical Information Form (Attachment B), I am not presently being treated or medicated for any medical condition or disability, and I do not have any reason to believe that I will be treated or medicated for any medical condition or disability during the competition or, if selected as Miss _____, during my Year of Service.

Section 4: Participation in the Miss _____ Competition

4.1. Participation in Competition. I agree to participate in the series of events and appearances leading up to the final selection of the Miss _____ Program. These events are scheduled on dates to be determined by the Miss _____

Organization. I will be bound by the rules and regulations governing the Miss _____ Organization and the procedures for the awarding and supervision of all scholarships described in Attachment D. My participation in the competition may include public appearances scheduled for me by the Miss _____ Organization including, but not limited to, television and radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming of all or any part of the events associated with the competition.

4.2. Conduct of the Competition. I understand and agree that the Miss _____ Organization shall determine the manner and method of conducting the competition in its sole discretion. I further understand and agree that the Miss _____ Organization shall also determine the time, method and manner of judging the competition and the awarding and supervision of all scholarships in its sole discretion. The decision of the persons designated by the Miss _____ Organization to judge the various events in any and all matters pertaining to the selection of the winners shall be final in all respects.

4.3. Televising and Sponsorship of Competition. I understand that the Miss _____ Organization makes no representations to me that the competition will be televised or broadcast on either a live or tape-delay basis, or that the competition will be sponsored by one or more sponsors, or that I will be personally or individually involved in any specific appearance in any broadcast.

4.4. Permanent License of Publication Rights. I hereby authorize the Miss _____ Organization and anyone duly licensed or authorized by the Miss _____ Organization to (1) televise, photograph, broadcast and/or make radio, television, video and audio tapes or motion picture recordings of me individually or in a group; (2) use or re-use such photographs, recordings, video tapes, audio tapes and/or motion picture films in all media throughout the world in perpetuity; and (3) use my name, likeness and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion as the Miss _____ Organization, in its sole discretion, shall determine. This authorization shall also include the use of all such photographs, recordings, videotapes, audiotapes and/or motion picture films made during my Year of Service.

4.5. The Miss _____ Organization Ownership of Rights. I understand and agree that all photographs, tapes and films made of me for trade, advertising and any other purpose or purposes as a participant in the competition, and any use of my name, likeness and/or physical depiction when identified with the Program, shall be the sole and exclusive property of the Miss _____ Organization. I understand and agree that I shall have no claim or right to those photographs, tapes and films, not only during the period between and during the competition and, if I am selected as Miss _____, during my Year of Service but in perpetuity thereafter. I understand and agree that this provision refers to and includes all photographs, tapes and films from any activities relating to the competition, including but not limited to interviews, rehearsals and publicity events, either individually or as a member of a group.

4.6. Selection as Runner-Up. If I am selected at the competition as a runner-up for the title of Miss _____, I agree to remain available to assume all of the rights, obligations and commitments of the Year of Service, as described in Section 5 of this Application and Contract, in the event that the Miss _____ Organization appoints me to do so by reason of the inability or ineligibility, during the Year of Service,

of any Contestant who was selected as Miss _____ or as another runner-up.

- 4.7. Change in Circumstances.** I understand that if, at any time between the date of this Application and Contract and the completion of the competition, any facts concerning my eligibility to participate in the competition should change, including without limitation my citizenship, marital or parental status, good character and reputation or behavior that is, or could be, perceived as contrary to the Miss _____ Program or its elements as described in Paragraph 1.1 of this contract or, if relevant to my eligibility, my residence, employment or educational status, the Miss _____ Organization shall have the right, in its sole discretion, to determine that I am not eligible to participate in competition.

Section 5: Commitments for Service as “Miss _____”

- 5.1. Full-time Service as Miss _____.** If I am selected as “Miss _____” at the competition, I will serve as “Miss _____” during the Year of Service and until my successor is selected or appointed. The duties and obligations of my service as “Miss _____” have been described to me and I understand and accept them. I agree that I will dedicate my entire time, efforts and energy during my Year of Service to the fulfillment of these duties and obligations, and that I will engage in no other business or other activities that will in any way interfere with the duties and obligations of my Year of Service.
- 5.2. National Service Platform.** I understand and have been advised that the Miss America Organization has entered into an agreement with The Children’s Miracle Network. The agreement, among other things, establishes The Children’s Miracle Network as the Miss America Organization’s National Platform. I agree to work with The Children’s Miracle Network and the Miss America Organization to support this National Platform and further the goals of the program by creating goodwill and recognition for the National Platform throughout the United States. I understand that I may also promote my own personal Platform, if I choose to do so. In that event, I agree to work with the Miss _____ Organization to select and pursue an appropriate platform that will enable me and the Miss _____ Organization to maximize the impact of my year of service.
- 5.3. Availability for Appearances and Events.** I agree to make myself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and other and various commitments and events related to my Year of Service that the Miss _____ Organization has made and will make for me in its sole discretion.
- 5.4. Independent Contractor Status.** I understand and agree that I am and will remain an independent contractor with respect to the Miss _____ Organization and that I am not and will not become an employee of the Miss _____ Organization during my Year of Service. The authority granted by this Application and Contract to the Miss _____ Organization to act on my behalf is intended for the mutual convenience of the Miss _____ Organization and myself and in order to provide an effective means of organizing my activities during my Year of Service, and not for the purpose of directing my performances or controlling my activities as if I were an employee of the Miss _____ Organization.

