

**LOCAL CONTESTANT CONTRACT  
FOR 2010 LOCAL PAGEANTS**

Form 104-L

**THE MISS CALIFORNIA ORGANIZATION**

**Application and Contract for Participation in the**

**20\_\_ 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 \_\_\_\_\_ 20 \_\_," to be held in \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_. 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 \_\_\_\_\_ 20\_\_\_," and shall be entitled to that title until her successor is named at the competition in \_\_\_\_\_ 20\_\_\_. During this period (the "Year of Service"), Miss \_\_\_\_\_ 20\_\_ shall be required to engage in travel and participate 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 and requirements that govern the activities and conduct of Miss \_\_\_\_\_ during her Year of Service. All of these procedures, standards and requirements 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 be between the ages of 17 and 24 years of age. Must be 17 and a High School Senior by the time of my first appearance in preliminary round of the local or state competition and no older than twenty-four (24) years of age on December 31, 2010 (for Miss America 2011). 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 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 state competition that I entered in that state. I currently reside at \_\_\_\_\_ in the \_\_\_\_\_ 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 \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_. I lived at that address from \_\_\_\_\_, \_\_\_\_\_ (date) to \_\_\_\_\_,

\_\_\_\_\_. I agree to provide the Miss \_\_\_\_\_ Organization with any additional information or documents that may be required to determine my residency in the state in which I am competing, if my residence is relevant to my eligibility.

**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 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 no more than six (6) months from the date 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 six (6) months 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 \_\_\_\_\_, State of \_\_\_\_\_. I have received credits for courses totaling \_\_\_\_ hours. I have attached to the Supplemental Fact Sheet a transcript that shows these credits.

**2.3.2.2.** I am currently enrolled at \_\_\_\_\_ College/University in \_\_\_\_\_, 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 a copy of a registration form from the school that shows this enrollment.

**2.3.2.3.** I received a \_\_\_\_\_ degree from \_\_\_\_\_ College/University in \_\_\_\_\_, State of \_\_\_\_\_ in \_\_\_\_ (year). I have attached a copy of this degree to the Supplemental Fact Sheet.

**2.3.2.4.** I have completed \_\_\_\_ semesters of study at \_\_\_\_\_ Graduate School in \_\_\_\_\_, State of \_\_\_\_\_. I have received credits for courses totaling \_\_\_\_ hours. I have attached to a Supplemental Fact Sheet a transcript that shows these credits.

**2.3.2.5.** I am currently enrolled at \_\_\_\_\_ Graduate School in \_\_\_\_\_, 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 a 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 \_\_\_\_\_, State of \_\_\_\_\_ in \_\_\_\_ (year). I have attached a copy of this degree 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 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: \_\_\_\_\_

**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 graduate no later than six (6) months after 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 a four-year college/university degree program by the July 30<sup>th</sup> immediately preceding the National Finals.

**2.5.1.** I received a High School diploma in \_\_\_\_\_ (year) from \_\_\_\_\_ High School in \_\_\_\_\_, State of \_\_\_\_\_.

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

**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.

**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.

**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.

**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 performed any act or engaged in any activity or employment that is or could reasonably be characterized as dishonest, immoral, 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 One Hundred Dollars (\$100.00) to support the Children's Miracle Network and the Miss America Scholarship Fund. If I become Miss \_\_\_\_\_, as a Local title holder, I understand that 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 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, or become a contestant or participant in any other national or international competition or 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.

**2.7.6. 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, it will create legal obligations that will be binding on me. I agree to be bound by this Application and Contract and its attachments.

**2.7.7. 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 \_\_\_\_\_, 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:

<u>Employer</u>	<u>Location</u>	<u>Dates</u>	<u>Position</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**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 shall commence and be 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 C. My participation in the competition shall include all public appearances required of me by the Miss \_\_\_\_\_ Organization including, but not limited to, orientations, workshops, 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, 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, specifically including state orientation, state workshops, and the 2010 pageant week special events and competitions.

**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.

**5.5. Appointment of the Miss \_\_\_\_\_ Organization as Exclusive Agent and Representative.** Commencing with my selection as Miss \_\_\_\_\_ and throughout my Year of Service and until my successor is selected or appointed, I irrevocably constitute and appoint the Miss \_\_\_\_\_ Organization as my sole and exclusive agent, representative and attorney-in-fact with the authority to:

**5.5.1.** act for me and in my interests throughout the world for the making of all press releases or other public statements to the media;

**5.5.2.** sign, make, execute and deliver all contracts in my name in connection with my business or other affairs as Miss \_\_\_\_\_ during my Year of Service, whether they be contracts for my performance at theatrical, artistic or commercial engagements or other personal appearances, and undertake commitments in my name for the satisfaction of my obligations pursuant to those contracts;

**5.5.3.** sign, make, execute and deliver all contracts in my name in connection with any appearances or other obligations which are related to my service as Miss \_\_\_\_\_ which are to be fulfilled after the completion of my Year of Service, provided that I have consented in writing to the terms of such contracts;

**5.5.4.** determine the appropriate compensation that I shall receive for appearances or other activities related to my Year of Service.

**5.5.5.** collect and receive for and on my behalf all proceeds, monies or other compensation that is due or to become due to me by reason of any performance, service, appearance, engagement or contract;

**5.5.6.** choose and designate my traveling companions; and

**5.5.7.** select the appropriate modes of public or private transportation for me and my traveling companions, including the determination of the appropriate levels of travel service and the designation of the means of travel, such as fixed-wing or helicopter aircraft, rail, boat, ship, automobile, bus or van.

**5.6. Sponsorship Fees and Payments to the Miss \_\_\_\_\_ Organization.** I understand and agree that, in addition to the payments that the Miss \_\_\_\_\_ Organization, as my exclusive agent and representative, negotiates

and approves on my behalf for my compensation for my appearances and services, the Miss \_\_\_\_\_ Organization may also contract for and receive sponsorship fees and other payments related to my appearances that will be paid directly to the Miss \_\_\_\_\_ Organization. I understand and agree that I shall not be entitled to receive any portion of these fees or payments.

- 5.7. Number of Appearances.** I understand and agree that the Miss \_\_\_\_\_ Organization has made and makes no representations to me as to the number or nature of the appearances that I may be asked to make or the amount of compensation that I will receive during my Year of Service.
- 5.8. Prior Contracts.** I understand that, prior to the competition, the Miss \_\_\_\_\_ Organization will be required to enter into contracts and commitments for the appearances and services of the Contestant who will be selected at the competition. I agree that such contracts will be binding on me to the same extent as if the Miss \_\_\_\_\_ Organization had entered into them on my behalf after the commencement of my Year of Service.
- 5.9. Membership in Unions.** If and when requested by the Miss \_\_\_\_\_ Organization, I agree to become a member of such unions or guilds as may be necessary in order to appear as a variety artist or for fashion purposes in any film, taped or recorded radio or television products, commercials, motion pictures, photographic sessions or personal appearances.
- 5.10. Prohibition of Endorsement of Competing Products and Services.** I acknowledge that the Miss \_\_\_\_\_ Organization has contracted in the past, and will contract in the future, for the financial support of commercial companies and organizations, whose advertising commitments and other sponsorships are an important element of the financial stability of the Program. I agree that I will not in any way endorse or permit my name or likeness to be used in connection with the endorsement or advertisement of any products or services competitive to the products or services of an advertiser, sponsor or licensee of the Miss \_\_\_\_\_ Organization, during my Year of Service unless the Miss \_\_\_\_\_ Organization approves such an endorsement or advertisement in writing. I understand that the Miss \_\_\_\_\_ Organization is under no obligation to approve or consent to any such endorsement or advertisement after the end of my Year of Service.
- 5.11. Appearances after Year of Service.** After the conclusion of my Year of Service, I will not wear the crown of Miss \_\_\_\_\_, nor appear as Miss \_\_\_\_\_ for the purposes of advertising or endorsing any product, person, cause or service, unless I have received in advance the written approval of the Miss \_\_\_\_\_ Organization. I understand that the Miss \_\_\_\_\_ Organization shall not be obligated to approve any such appearance or use of the Miss \_\_\_\_\_ crown.
- 5.12. Use of the Miss \_\_\_\_\_ Titles, Words and Symbols after Year of Service.** 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 and the Program has caused or is reasonably likely to cause harm to the Miss \_\_\_\_\_ Organization, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss \_\_\_\_\_ Organization on this question shall be final and binding.
- 5.13. Permanence of Restrictions.** I understand and agree that the provisions of Sections 5.11 and 5.12 of this Application and Contract shall specifically survive the termination of this

Application and Contract and shall be enforceable by the Miss \_\_\_\_\_ Organization and binding on me in perpetuity.

- 5.14. Change in Circumstances.** I understand that if, at any time between the competition at which I am selected as Miss \_\_\_\_\_ and the completion of my Year of Service, any facts concerning my eligibility to participate in the Program should change, including without limitation my citizenship, marital or parental status, good character and reputation, or if I should become, in the sole judgment of the Miss \_\_\_\_\_ Organization, physically unable to perform the duties and obligations relating to my Year of Service, the Miss \_\_\_\_\_ Organization shall have the right, in its sole discretion, to determine that I am not eligible to continue to serve as Miss \_\_\_\_\_. In that event, the Miss \_\_\_\_\_ Organization may, at its option, forfeit my title and all prizes, awards and perquisites of the position of Miss \_\_\_\_\_, or both or either, subject to the provisions of Section 6.4 of this Application and Contract.

### **Section 6: Legal Obligations and Agreements**

- 6.1. Unauthorized Use of Titles.** I acknowledge and agree that the title "Miss \_\_\_\_\_" that I presently hold; the title "Miss America;" and the name and designation "Miss America Pageant" and "Miss America Organization" are the property of the Miss America Organization. I agree never to use, or to authorize anyone else to use, the words "Miss \_\_\_\_\_", "Miss America" or "Miss America Pageant" or "Miss America Organization," or any similar or related phrase, in association with me or my name or likeness in any way without prior written approval.
- 6.2. Authorization of Publication.** I authorize the use of my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title(s) by the Miss \_\_\_\_\_ Organization and by such persons, firms or corporations as may be approved and selected by the Miss \_\_\_\_\_ Organization. I will abide by the provisions of any agreement between the Miss \_\_\_\_\_ Organization and such persons, firms or corporations regarding my services for advertising and promotional uses.
- 6.3. Registration and Use of Domain Name.** I authorize the Miss \_\_\_\_\_ Organization or its licensee to register a domain name ("Internet Domain Name") in such version of my name as the Miss \_\_\_\_\_ Organization or its licensee may deem appropriate, in the form *myname.com* or any comparable variation thereof. During my tenure as Miss \_\_\_\_\_ and, if I am selected as Miss America, during my Year of Service the Miss America Organization or its licensee shall have full authority to use my Internet Domain Name for all purposes. Thereafter, I understand that the Miss America Organization or its licensee shall transfer to me all rights to register and use my Internet Domain Name. During the period that the Miss America Organization or its licensee is authorized to register and use my Internet Domain Name, I shall not register or use, nor permit anyone else to register or use, my name or title in any form in an Internet Domain Name.
- 6.4. Permanent Ownership of Rights.** All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, whether "still" or "live," and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights (a) as a Contestant or as a participant in the events leading up to the selection of Miss \_\_\_\_\_; or (b) while representing Miss \_\_\_\_\_ or

participating in any Miss \_\_\_\_\_ sponsored events whether before, during or after the competition or, if I am selected as Miss \_\_\_\_\_, during or after my Year of Service, including but not limited to events such as press interviews, judges interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable (the "Rights"), are and shall be, become and remain the property of the Miss \_\_\_\_\_ Organization in perpetuity. The Rights may be used and re-used by the Miss \_\_\_\_\_ Organization, or anyone designated and licensed by the Miss \_\_\_\_\_ Organization, for publicity, advertising or any other use in any medium, all as deemed appropriate by the Miss \_\_\_\_\_ Organization in its sole discretion. I will ensure that all rights that any officially sanctioned photographer (s) may have in any official publicity photographs of me are released by that photographer (s) in favor and that any such photographer (s) shall provide a written release of such rights on a form acceptable to the Miss \_\_\_\_\_ Organization. I understand and agree that the provisions of this section shall specifically survive the termination of this Application and Contract.

**6.5. Scholarship Grants and Forfeitures.** I understand and agree that the grant of scholarships by the Miss \_\_\_\_\_ Organization is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract as Attachment "C". By signing this Application and Contract, I agree to be bound by those rules and regulations. I understand that all scholarships that I may be awarded will be non-forfeitable in the event that I breach this Contract or fail to perform any duties that I may have as a Contestant. I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete.

**6.6. Documents and Information; Cooperation with Inquiries.** I agree to provide the Miss \_\_\_\_\_ Organization, at its request, with any documents or information necessary to determine any question with regard to my initial or continuing eligibility to compete or to complete my Year of Service. I also agree to cooperate fully with any inquiry undertaken by the Miss \_\_\_\_\_ Organization in connection with my initial or continuing eligibility, and to provide sworn statements and any relevant documents if requested to do so by the Miss \_\_\_\_\_ Organization.

**6.7. Termination of Eligibility.** I understand and agree that if:

**6.7.1.** any of the representations or statements made by me in this Application and Contract or any of its attachments is determined by the Miss \_\_\_\_\_ Organization to be false;

**6.7.2.** there is a change of circumstances that would affect my eligibility to participate in the competition or to complete my Year of Service, including without limitation changes in my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility to participate in the competition, my residence, employment or educational status;

**6.7.3.** I fail to conduct myself in a manner which, in the sole and exclusive judgment of the Miss \_\_\_\_\_ Organization, is consistent with the standards and dignity of the Program; or

**6.7.4.** I suffer any medical condition or disability which, in the sole and exclusive judgment of the Miss \_\_\_\_\_ Organization, impairs my ability to perform the duties expected of me as a Contestant.

**6.7.5.** I fail to fulfill the fundraising and service requirement set forth in Section 2.7.1.

**6.7.6.** If in the opinion of a three-fourths(3/4) majority of the Miss California State Field Staff I fail to meet a responsible standard of performance with respect to the duties and responsibilities of my office, including state speaking tours, state meetings and the state pageant at which my successor is selected,

The Miss \_\_\_\_\_ Organization shall have the right, in its sole and exclusive judgment, to determine that I am not eligible to participate or continue to participate in the competition or to complete my Year of Service. In that event, all titles, awards, and perquisites of my position as a Contestant, as appropriate, shall be terminated and forfeited, subject to the provisions of Section 6.5 of this Application and Contract.

**6.8. Public Release of Information.** I understand that some elements of the Program, and in particular the competition and the public appearances of Miss \_\_\_\_\_ during the Year of Service, are frequently the subject of intense media and public interest and scrutiny. I further understand that it is very important for the Miss \_\_\_\_\_ Organization to maintain a high level of public trust in and acceptance of the integrity of, and manner of conducting, the competition and the qualifications and conduct of Contestants. Accordingly, I authorize the Miss \_\_\_\_\_ Organization, in the exercise of its sole and exclusive discretion, to release and to comment publicly upon any truthful information concerning my eligibility or continued eligibility to participate or to complete my Year of Service.

**6.9. Uniqueness of Contract and Services; Injunctions.** I understand and agree that the services and obligations described in this Application and Contract are unique and extraordinary and that there is no adequate remedy at law for any breach of this Application and Contract by me. Therefore, in the event of any such breach, or in the event of such a breach that is attempted or threatened, I agree that the Miss \_\_\_\_\_ Organization shall be entitled to equitable relief by way of injunction or otherwise to prevent or repair such breach or attempted or threatened breach.

**6.10. Applicability of California Law.** This Application and Contract and its attachments shall be construed and interpreted under the laws of the State of California.

**6.11. Entire Agreement; Enforceability.** When signed and approved by the Miss \_\_\_\_\_ Organization, this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges and responsibilities to the Miss \_\_\_\_\_ Organization. No oral or other written statement that is in any way inconsistent with the provisions of this Application and Contract shall be binding upon me or upon the Miss \_\_\_\_\_ Organization. If any provision of this Application and Contract should be declared void or unenforceable, such provision shall be deemed omitted from this Application and Contract. In that event, the remainder of this Application and Contract shall remain in full force and effect.

**6.12. Arbitration of Disputes.** Any controversy or claim arising out of or relating to this Application and Contract or any breach thereof shall be submitted to arbitration in San Diego, California in accordance with the Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Section shall not in any way affect the rights of the Miss \_\_\_\_\_ Organization to (1) seek injunctive relief as provided in Section 6.9 of this Application and Contract, or (2) take any action permitted by this Application and Contract to enforce the eligibility standards of the Program in the event that time does not permit the completion of an arbitration process before action must be taken.

On the basis of all of these statements and agreements, I request the Miss \_\_\_\_\_ Organization to accept my application to participate as a Contestant in the Miss \_\_\_\_\_ Competition. If the Miss \_\_\_\_\_ Organization accepts this





**Supplemental Fact Sheet**

Page 1

**Local/State Title:** \_\_\_\_\_ **Platform:** \_\_\_\_\_

**Full Name** (as you wish it listed in Program Book): \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Home Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**College Information** (if appropriate):

Name of College/University: \_\_\_\_\_

Year Graduated: \_\_\_\_\_

College Major: \_\_\_\_\_

Declared Minor: \_\_\_\_\_

Scholastic Honors: \_\_\_\_\_

\_\_\_\_\_

Scholastic Ambition: \_\_\_\_\_

Career Ambition: \_\_\_\_\_

**Graduate School Information** (if appropriate):

Name of College/University: \_\_\_\_\_

Degree Sought: \_\_\_\_\_

Dates of Attendance: \_\_\_\_\_

Current Status: \_\_\_\_\_

**Other Accomplishments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What type of talent will you present?** \_\_\_\_\_

(You need not give the exact title of your talent presentation. Merely indicate if you will dance (ballet, tap, etc.), sing (classical, popular, etc.), play a musical instrument (which one?), perform a comedy reading, dramatic skit, etc.)

**Special training in music, drama, dance, art:** \_\_\_\_\_

\_\_\_\_\_

Initials \_\_\_\_\_

Attachment A

**Supplemental Fact Sheet**  
Page 2

Father's Name: \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Brothers and Sisters:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

**Other interesting facts about yourself:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Miss \_\_\_\_\_ Organization encourages the young women who participate in the Program to become involved in the community by supporting the Children's Miracle Network. In addition to CMN, if you choose to support a personal issue, what personal issue would you want to address during your Year of Service?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachments (check here if included):**

- ( ) Copy of Birth Certificate (Section 2.2.)
- ( ) Proof of Residence (Section 2.3.1.)
- ( ) Copy of College Transcript (Section 2.3.2.1.)
- ( ) Copy of College Registration for Current Classes (Section 2.3.2.2.)
- ( ) Copy of College Degree (Section 2.3.2.3.)
- ( ) Copy of Graduate School Transcript (Section 2.3.2.4.)
- ( ) Copy of Graduate School Registration for Current Classes (Section 2.3.2.5.)
- ( ) Copy of Graduate School Degree (Section 2.3.2.6.)

\_\_\_\_\_  
Initials

Attachment B

**Medical Information Form**

Page 1

Please use this form to provide any information referenced in Section 3.2.

**STATE / LOCAL TITLE:** \_\_\_\_\_

**CONTESTANT'S NAME:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_

**WHO SHOULD BE CALLED IN CASE OF AN EMERGENCY?**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE: HOME:** \_\_\_\_\_ **OFFICE:** \_\_\_\_\_

**MEDICAL INSURANCE COMPANY/HMO NAME:** \_\_\_\_\_

**EMPLOYER OR COMPANY NAME (IF GROUP PLAN):** \_\_\_\_\_

**POLICY NUMBER:** \_\_\_\_\_

**NAME OF SUBSCRIBER:** \_\_\_\_\_

**SUBSCRIBER'S ADDRESS THROUGH DECEMBER 20\_\_:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RELATIONSHIP OF SUBSCRIBER TO YOU:** \_\_\_\_\_ **SELF** \_\_\_\_\_ **PARENT/GUARDIAN** \_\_\_\_\_ **OTHER**

**FAMILY PHYSICIAN:** \_\_\_\_\_

**PHYSICIAN'S PHONE: HOME:** \_\_\_\_\_ **OFFICE:** \_\_\_\_\_

**Medical Information Form**

Page 2

YOUR BLOOD TYPE: \_\_\_\_\_

MEDICATIONS TO WHICH YOU HAVE ALLERGIC REACTION: \_\_\_\_\_

\_\_\_\_\_

ANY PHYSICAL PROBLEMS THAT COULD CAUSE YOU DISCOMFORT: \_\_\_\_\_

\_\_\_\_\_

DENTAL INSURANCE COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMPLOYER OR COMPANY NAME (IF GROUP PLAN): \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

NAME OF SUBSCRIBER: \_\_\_\_\_

SUBSCRIBER'S ADDRESS THROUGH DECEMBER 20\_\_ : \_\_\_\_\_

RELATIONSHIP OF SUBSCRIBER TO YOU: \_\_\_\_\_ SELF \_\_\_\_\_ PARENT/GUARDIAN \_\_\_\_\_ OTHER

**PLEASE ATTACH A COPY OF YOUR INSURANCE CARD(S)**

I certify the policy(s) named above is now in force and will be maintained through December 20\_\_\_. I understand that contestants are responsible for all medical/dental expenses incurred during the time in which they participate in Miss \_\_\_\_\_ competition activities and that neither the Miss \_\_\_\_\_ Organization nor its medical insurance plan will be responsible for any such expenses. I certify that the above information is true and accurate.

\_\_\_\_\_  
SIGNATURE AND DATE

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE AND DATE\*

**PRE-AUTHORIZATION FOR MEDICAL TREATMENT REGARDING CONTESTANTS BELOW THE AGE OF 18:**

I hereby authorize the Miss \_\_\_\_\_ Organization physician, other appropriate health care provider and/or Miss \_\_\_\_\_ Organization's registered nurse to perform medical treatment deemed necessary for: \_\_\_\_\_

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE AND DATE

\*If the contestant is below the age of 18, the parent or guardian must sign the Medical Information Form. In all other cases, either the contestant or her parent/guardian may sign. The completed form must be returned with the contestant contract.

## ATTACHMENT C

### 2010 LOCAL SCHOLARSHIP RULES AND REGULATIONS

For Miss California Organization Local Franchises whose Scholarships are not affiliated with a 501 C-3 Account

THE MISS \_\_\_\_\_ ORGANIZATION WILL AWARD SCHOLARSHIPS UNDER THE FOLLOWING GUIDELINES:

#### 1) SCHOLARSHIP USAGE:

Scholarship funds may be applied to tuition, textbooks, supplies, academic fees and other appropriate mandatory educational expenses. All unusual or questionable items of expense must be referred to the Miss \_\_\_\_\_ Organization with as much information as possible and far enough in advance for consideration of approval. Amounts received as scholarship payments are taxable income to the extent that they exceed "Qualified Tuition and Related Expenses".

Qualified Tuition and Related Expenses include tuition and fees required for enrollment or attendance of a student at an educational organization, including fees, books, supplies and equipment required of all students in the particular course of instruction.

Payment of all approved expenditures will be made directly to the college, university or other accredited institution unless extenuating circumstances exist (with the exception of computer or musical equipment clause). Personal Reimbursements to scholarship recipients will not be honored, so proper planning and time allotment is essential on the part of the student.

#### 2) REQUESTING USAGE:

Requests for scholarships are initially processed by the Miss \_\_\_\_\_ Organization for its review and approval upon written receipt of statements from colleges and schools or from the contestant for other educational expenses. All statements and invoices must be accompanied by a cover letter from the contestant.

Requests for computer or musical equipment will be recommended only if the college or school states in writing that it is mandatory requirement in order for the contestant to complete the coursework. The contestant may be reimbursed for this expense provided the contestant submits either a letter on official school letterhead from the school stating the mandatory requirements or a list of course requirements. There will however, be a \$2,000 cap on computer equipment, and this type of expense will be reimbursed only once. Computer software is not a reimbursable item. The original bill of sale must be submitted as well as the original credit card receipt or a copy of the canceled check

#### 3) REIMBURSEMENT GUIDELINES:

Payments for room and board will be made to the educational institution (or for off-campus housing if the scholarship rules and regulations of the Miss \_\_\_\_\_ Organization permit) and such requests must be accompanied by appropriate documentation from the educational institution evidencing the charges for same. Contestants must maintain at least 12 credit hours as a full-time student, 9 credit hours part-time status and 9 credit hours for graduate in order to qualify. Payments do not cover key fees or deposits. Utilities (electric, gas, cable, phone, etc.) are also not covered.

It is each contestant's obligation to determine whether the scholarship, in whole or part, is includable in gross taxable income, regardless of whether a Form 1099 has been issued. Contestants are encouraged to consult a tax advisor regarding the taxability of the scholarship payments.

**4) PRIORITY OF LEVEL IN USAGE:**

Contestants receiving scholarships at the local level must use the scholarship won at the local level prior to applying for funds at the state level. It shall be the responsibility of the local contestant to request written verification from the Miss \_\_\_\_\_ Organization Local Executive Director that all local scholarship funds have been exhausted for submission to the State Organization. Outside of a request for computer equipment as discussed in Item 2, exceptions to this rule may be granted for payment of college or university room and board which do not fall within the guidelines for disbursement at the local level. The request for an exception must be submitted in writing to Scholarship Committee for consideration.

**5) STUDENT LOANS:**

Scholarships may be used for outstanding student loan obligations provided the contestant has satisfactorily completed the coursework for which the loan was obtained. In all cases, requests must include a current bill from the lender showing a current address, a copy of the promissory note showing that the contestant is either the primary or secondary payer of the obligation, and an official transcript showing completion of the coursework.

**6) USAGE FOR FUTURE EXPENSES AND FORFEITURES**

Scholarships may be used for future educational expenses, provided, however, except as set forth below, contestants must begin use of their scholarships within 1 year of the date of the award. Prior to the date of forfeiture, reasonable attempt will be made by the local organization to notify the contestant of impending forfeiture. If a contestant has not submitted a request to the Miss \_\_\_\_\_ Organization for her scholarship award dollars during this period, her right to request funds will be forfeited.

An exception to the time limits may be made if the contestant, prior to the expiration date, makes a written appeal to the Miss \_\_\_\_\_ Organization citing compelling reasons why the time period should be extended. If a contestant who wins her local title is successful in winning her state title it will still be necessary for her to submit a written letter of request for extension of her local scholarship awards. The Miss \_\_\_\_\_ Organization will review the request and determine whether an extension is warranted. The decision of the Miss \_\_\_\_\_ Organization shall be final and binding.

**THE MISS \_\_\_\_\_ ORGANIZATION RESERVES THE RIGHT TO AMEND AND OR MODIFY THE FOREGOING SCHOLARSHIP RULES AND REGULATIONS AT ANY TIME WITHOUT NOTICE.**

I (Contestant) have read and understood the 2010 Miss \_\_\_\_\_ Organization Local Competition Scholarship Rules and Regulations:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date