#### **2018 LOCAL CONTESTANT CONTRACT**

**ORGANIZATION** 

**THE MISS** 

	Application and Contract for Participation in the
	2018 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 ever 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
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, 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 competition 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.
S	Section 2: Eligibility of Contestant to Participate in the MissProgram
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,,  I understand that, in order to be eligible to compete, I must be:  (1) at least a high school senior before the date of my first Local Competition;  (2) at least seventeen (17) years of age at the time of my first appearance in the preliminary round of the Local Competition or, if locals are not held in the state where I compete, the State Competition; and  (3) no older than twenty-four (24) years of age on December 31, 2018  I will be years of age on December 31, 2018 and confirm that I will not be older than the
	twenty-four (24) year age requirement. A copy of my birth certificate and a copy of my driver's license or a government issued identification card are included with Attachment A, the Supplemental Fact Sheet.
2.3.	<b>Residence.</b> I understand that, in order to compete in the Local or State competition 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 in on a full-time basis, the state 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 (state), I must have been a resident of (state) for at least six (6) months prior to competing in my first Local competition or, only if Locals are not held in the state where I competed, at least six (6) months prior to the Miss State competition. Residence is defined as the primary address where I physically live and have established verification of residency through my driver's license, automobile registration, current property mortgage or lease in my name. tax filings, etc. 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, a copy of my
driver's license or a government issued identification card and proof of this residency in the
form of (driver's license, automobile registration,
current property mortgage or lease in my name, or other official document establishing
residency). If my residency at this location was established within the 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, lived at that address from, (date) to,
, I lived at that address from, (date) to,  If requested Lagree to provide the Miss.
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 of if my residence is
request to determine my residency in the state of, if my residence is relevant to my eligibility. I fully understand that additional proof of residency may be
requested and include, but not limited to a property mortgage or lease in my name, utility bills,
automobile registration, tax filings, voter registration card, etc.
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. (Please check and fill in all that apply)
( ) 2321 I have completed semesters of study at
() <b>2.3.2.1.</b> 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
() 2.3.2.2. I am currently enrolled at
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 State of in in
College/University in the city of, State of in
(month/year). I have attached a copy of this degree or an official College/University
transcript indicating the degree awarded to the Supplemental Fact Sheet.
( \2224   have completed competers of study at
() 2.3.2.4. I have completed semesters of study at
Graduate School in the city of, State 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
	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.
	Graduate School in the city of, State of in (month/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 in the Miss Organization based on my employment even though I am not a resident of the state or geographic boundary in which I am competing, I am and have been a bona fide full-time employee working in the state or geographic boundary (employed by one or more employers and physically working either a) in the state or geographic boundary for at least forty (40) hours per week or b) working in the state or geographic boundary full-time as defined by my employer, but in no event less than thirty-two hours per week). Such employment and hours must be verified by my employer(s) for a continuous period of at least twenty-six (26) consecutive weeks immediately preceding the date of my first local competition and in addition to remain eligible I must maintain such employment through the completion of the local, state and subsequently the national finals.
	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 or geographic boundary 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.	<b>Education.</b> 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. (Please check and fill in all that apply)
	() <b>2.5.1.</b> I received a High School diploma in (month/year) from High School in the city of, State of
	() <b>2.5.2.</b> I received a G.E.D. certificate for High School equivalency in (month/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 a female.
	2.6.2. Marital Status. I am not now and I have never been married, nor have I had a marriage annulled.
	<b>2.6.3. Parental Status.</b> I am not now pregnant, nor do I intend to become pregnant during my Year of Service. I am not a parent, or the adoptive parent of any child, nor will I become a parent or the adoptive parent of any child during my Year of Service. I understand that if I become pregnant or become the adoptive parent of a child during my Year of Service, I am no longer eligible to compete in the Miss Competition, Miss America Competition or hold the title of Miss
	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 MissOrganization as contrary to the Miss America Program or its elements as described in Paragraph 1.1 of this contract.
	<b>2.6.5. Criminal Record.</b> I have not been charged with multiple minor or petty offenses in the last twenty-four months. 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 of my choice.
	<b>2.6.6. Prior Conduct.</b> I have never, knowingly or unknowingly, performed any act or engaged in any activity or employment that is or the MissOrganization 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 in any and all Program activities. Any current medical condition or disability will not impede my ability to participate and compete in all activities of the Miss competition, complete my Year of Service or fulfill my obligations under this Agreement or require unreasonable or exceptional assistance as determined solely by the Miss Organization. Any accommodations approved by the Miss Organization will be my sole responsibility, including but not limited to financial, nor should such accommodation create a benefit or advantage not afforded to all contestants. 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.
	<b>2.6.8. Substance Abuse.</b> I do not use or consume any illegal 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.

**2.6.9. Family Members.** No immediate family member has served in any capacity, including as a volunteer, contestant prep coach, or competition judge, on the state or local board of the licensed state organization or the national organization at least six (6) months prior to the time that I am eligible to compete in my first local competition or state competition, if locals are not held in the state where I competed. This restriction includes the volunteering, serving as a contestant prep coach, or as a competition judge of a contestant's immediate family in the "Outstanding Teen" or "Princess" or "Princess-like" programs in the licensed state where I am competing. "Immediate Family" is defined as parents, grandparents, aunts, uncles, and siblings, whether by whole or half blood, or by marriage, including step-children, adoption, or natural relation. In spite of the forgoing, unless an immediate family member is a judge in the Miss America program, if an immediate family member serves in any other capacity in a licensed state organization, I am eligible to compete in a different state organization other than the state organization where my immediate family member serves.

#### 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 Hospitals. The agreement, among other things, establishes Children's Miracle Network Hospitals as the Miss America Organization's National Platform. As a contestant in the Miss America program, I understand that I am required to raise money to support Children's Miracle Network Hospitals and the Miss America Scholarship Fund:
  - 2.7.1.1. As a Local contestant, I understand that I am required to raise a minimum of One Hundred Dollars (\$100.00) by a date determined by my local organization, no later than the beginning of local competition activities.
    2.7.1.2. As the Local titleholder, Miss \_\_\_\_\_\_\_\_, I understand that I am required to raise a minimum of five hundred dollars (\$500.00) by a date determined by my state organization, no later than the beginning of state competition activities.
  - **2.7.1.3.** As the State titleholder, Miss \_\_\_\_\_\_, I understand that I am required to raise a minimum of one thousand dollars (\$1,000.00), no later than thirty (30) days prior to the National Finals

In furtherance of the foregoing, I will create a personal profile on the fundraising website, www.MissAmericaforkids.org, which will assist me in performing other acts and deeds in accordance with the instructions and requirements of MAO, 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 Competition 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	<ul><li>Other Competitions.</li></ul>	If I win, I will cor	ntinue to hold	the title of M	liss	
until	my successor is selecte	d or appointed.	I agree that,	during my s	ervice in that	role and
until	after the scheduled com	pletion of the full	term of the	position of M	liss	

for which I was selected, I will not associate in any way with, promote, perform, judge, or become a contestant or participant in any other regional, national, or international competition or preliminary competition of a similar nature to the National Finals, including, but not limited to, the National Sweetheart Pageant/Competition in Hoopeston, Illinois. I also represent that I am not a contestant, participant or titleholder in any other regional, 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	ce, if I am advised by the Miss
Organization that, in its sole and excl	usive judgment, my use of any of the titles, words or
symbols associated with the Miss	Organization, the Miss America
Organization and the Program has ca	used or is reasonably likely to cause harm, I agree to
	I understand and agree that the judgment of the Miss
Organization shall b	e 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 off	ficial capacity as Miss, for the public
	posal or marriage engagement, unless the Miss
	cifically 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
	nerica 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	ne MissOrganization as contrary
to the Miss America Program or its eler	nents.
opportunity to review this Application Supplemental Fact Sheet (Attachment Scholarship Rules and Regulations (Attachment and Attachment Attachment and Contract. I understand that this A	rion and Contract. I have been given a sufficient in and Contract and its attachments, including the it A); Medical Information Form (Attachment B); the tachment C). I have also had the opportunity to consult to give me legal advice with regard to this Application pplication and Contract is a legal document and that if I Organization and it is accepted, I have and Contract and its attachments.
	I understand and agree that if, at any time after I file Miss Organization, including during
my Year of Service any of the facts st	ated in this Application and Contract or its attachments
including but not limited to those relate	ed to my ability to fully participate in all activities should
	report any such change in writing immediately to the
	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	

### **Section 3: Personal and Professional Background Information**

3.1.	Employment History.						
	3.1.1.	as applicable) by State of	ment. I am presently en / I hold the posi es include	, located in tion of	full-time () part-time (on the city of	check , _ and	
	3.1.2.	Prior Employm positions:	ent: During the past th	ree (3) years	have worked in the follo	owing	
		. ,	Location		Position	_	
3.2.	Medic				nformation Form)		
	<ul> <li>3.2.1. Current Medical Condition. 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 (check as applicable):</li> <li>() 3.2.1.1. I am receiving treatment or medication for the condition described in Attachment B</li> <li>() 3.2.1.2. I am not receiving treatment or medication for this condition described in Attachment B.</li> </ul>						
			AND	)			
	conditi during () conditi	() 3.2.1.3. I do expect to be taking medication or to be receiving treatment for this condition during the Miss competition or, if selected as Miss during my Year of Service.  () 3.2.1.4. I do not expect to be taking medication or to be receiving treatment for this condition during the Miss competition or, if selected as Miss, during my Year of Service.					
			ticipation in the Miss		Competition		
4.1.	leading sched bound the pro D. My the Mi broadd	g up to the final suled on dates to by the rules and ocedures for the participation in the casts, personal a	selection of the Miss be determined by the Mi regulations governing t awarding and supervisio he competition may inclu Organization inclu	ss he Miss n of all scholar ude public app ding, but not I still photo se	ships described in Attachearances scheduled for nimited to, television and ssions, and video and	s are will be and ament ne by radio	
4.2.	Organ discret also de	ization shall deter tion. I further und etermine the time	erstand and agree that t , method and manner of	ethod of condu ne Miss judging the cor	t the Miss cting the competition in its Organization npetition and the awarding sion of the persons design	shall g and	

	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 MissOrganization 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 Miss competition, any facts concerning my eligibility to participate in the competition should change, including without limitation my ability to participate fully in all contestant activities, 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 20"
5.1.	Full-time Service as Miss If I am selected 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 Children's Miracle Network Hospitals. The agreement, among other things, establishes Children's Miracle Network Hospitals as the Miss America Organization's National Platform. I agree to work with Children's Miracle Network Hospitals 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.	<b>Availability for Appearances and Events.</b> 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 not and will not become an employee of the Miss Organization during my Year of Service. I am and will remain an independent contractor with respect to the Miss Organization. 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 me and in order to provide an effective means of organizing my activities during my Year of Service.
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:
	<b>5.5.1.</b> act for me and in my interests throughout the world for the making of all press releases or other public statements to the media;
	<b>5.5.2.</b> 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;
	<b>5.5.3.</b> 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;
	<b>5.5.4.</b> 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 Tour Manager(s); and
- **5.5.7.** select the appropriate modes of public or private transportation for me and my Tour Manager(s), including the determination of the appropriate levels of travel service.
- **5.5.8** determine the best method of preparing me for the next level of competition. I understand that the Miss America Organization does not endorse nor promote the use of individuals nor businesses who act as pageant coaches, etc., whether they are paid or offer services at no charge. However, the use of a coach may transpire as long as the Local Director agrees and collaborates on such arrangement in order to prepare me for the next level of competition. If my Local and/or State Executive Director does approve the hiring or utilization of a pageant coach, then a signed Coaching Disclosure Form must be presented to the Local and State Organization no less than seven (7) days before the Local Competition.

I understand that coaching relationships that are not properly disclosed will not be tolerated in the Miss America Organization. Non-Disclosure Agreements (NDA's) or any other legally binding contract designed to conceal a coaching/contestant relationship is expressly prohibited. Any and all other contracts are superseded by the MAO State Organization Agreement and Contestant Contracts.

5.6.	Sponsorship rees and Payments to the Miss Organization.
	understand and agree that, in addition to the payments that the Miss
	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 nor have the discretion to refuse any sponsor arrangements negotiated by the MissOrganization.
5.7.	Numbers 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 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 or sash 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 and/or sash.
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.	<b>Permanence of Restrictions.</b> 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 ability to participate fully in all activities, citizenship, marital or parental status, good character and reputation, or behavior that is or, or could be, perceived as contrary to the Miss Program or its elements as described in Paragraph 1.1 of this contract, 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 6.7 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," "Miss America Competition" 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," "Miss America Competition," "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 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:
	<b>6.7.1.</b> 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;
	<b>6.7.2.</b> there is a change of circumstances that would affect my eligibility to participate fully in the competition or to complete my Year of Service, including without limitation changes in my ability to participate in all activities, citizenship, marital or parental status, good character and reputation or, behavior that is, or the MissOrganization perceives as contrary to the Miss America Program or its elements as described in Paragraph 1.1 of this contract, or if relevant to my eligibility to participate in the competition, my residence, employment or educational status;
	<b>6.7.3.</b> 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
	<b>6.7.4.</b> I do not abide by the Rules for the Local Competition Finals as set forth in the competition guidelines and limitations that will be applicable to my activities if I am selected as Miss
	<b>6.7.5.</b> 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.
	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 duties 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 New Jersey Law.** This Application and Contract and its attachments shall be construed and interpreted under the laws of the State of New Jersey.
- 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 New Jersey 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. I understand that I am giving up my right to bring claims in a court of law or have a jury resolve any controversy or claim arising out of or relating to this Application or Contract. 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.

		ements, I request the Miss			
Organization to accept my ap	plication to participa	ate as a Contestant in the Miss			
	petition. If the Miss Organization accepts this application, I agree to the terms and conditions of this Application and Contract, together with its application and Contract, together with its application.				
attachments.					
DATE		CONTESTANT SIGNATURE			
State of					
	: ss	Affidavit of Truthfulness			
County of					
	the Contact	tent making this Application of full ago and boing			
duly sworn according to law, u		tant making this Application, of full age and being es and says:			
daily event deceraing to law, o	port flor datir dopod	oo ana cayo.			
_	he statements ma	ade in this Application and Contract and its			
attachments are true.					
Sworn and subscribed to befo	re me				
this day of					
	,	CONTESTANT SIGNATURE			
Notary Public of					
Notary rubile or					
	Annroyal of Annlies	ation for Participation			
,	Approvar of Applica	ation for Farticipation			
		zation hereby APPROVES this Application and			
		ent of the Contestant on the terms provided in			
• •		nt may compete in the competition pursuant to			
the terms of this Application	and Contract and	its attachments.			
Date:	Signe	ed:			
**		EXECUTIVE DIRECTOR			
Drint Name:	Th. A	/lissOrganization			
		Organization Organization			
		~ · · · · · · · · · · · · · · · · · · ·			

# (To be completed by the Parent(s) or Guardian(s) of a Contestant who is not yet 18 years of age on the date of this Application and Contract)

State of	of					
County	/ of	: ss -	Affidav	it of Parent or Guardiar	1	
	undersigned parent stant named in this ding to law, upon my o			ntract, of full age an	, who is to d being duly swo	he rn
1.	attachments. To the	best of my	knowled	ons of this Application ge, information and be act by the Contestant are	lief, all of the factu	
2.	I have been given the advice regarding this Ap			with an attorney of my .	choosing to seek leg	jal
3.	I consent to the execution	on of this Appl	lication a	nd Contract by the Conte	stant.	
4.	On behalf of the Cont Contract and its attachn		ee to the	terms and conditions of	of this Application a	nd
5.	picture or any present of advertisement of any co	or future title o	of the Co duct for c	rm, or corporation to use ntestant in connection wi or on behalf of the Contes an a co-signer of this affi	ith any endorsement stant, nor has any oth	or
6.	any present or future advertisement of any of	title of the commercial pr	Contest oduct fo	oration to use the name, ant in connection with r or on behalf of the Co s of this Application a	any endorsement ontestant other than	or in
l do he	ereby swear that the sta	atements ma	de in this	s affidavit are true.		
Sworn	and subscribed to before	e me				
	day of					
				PLEASE PRINT PARENT/GUA	RDIAN NAME	
Notary	Public of					
•				PARENT/GUARDIAN SIGNAT	URE	

#### 2018 Local Contestant Coaching Disclosure

## Include interview prep, talent or choreography coaches, as well as anyone involved in a coaching business.

Adherence to the rules and guidelines detailed in the Miss America 2018 Local Contestant Contract is critical to our program's success. The clause below is a significant part of that contract and demonstrates one aspect of the contestant's commitment to service.

Section 5: Commitment for Service as Miss \_\_\_\_\_\_ 2018

**5.5.8**. determine the best method of preparing me for the next level of competition. I understand that the Miss America Organization does not endorse nor promote the use of individuals nor businesses who act as pageant coaches, etc., whether they are paid or offer services at no charge. However, the use of a coach may transpire as long as the Local Director agrees and collaborates on such arrangement in order to prepare me for the next level of competition. If my Local and/or State Executive Director does approve the hiring or utilizing a pageant coach, then a signed Coaching Disclosure Form must be presented to the Local and State Organization no less than seven (7) days before the Local Competition.

I understand that coaching relationships that are not properly disclosed will not be tolerated in the Miss America Organization. Non-Disclosure Agreements (NDA's) or any other legally binding contract designed to conceal a coaching/contestant relationship is expressly prohibited. Any and all other contracts are superseded by the MAO State Organization Agreement and Contestant Contracts.

This Coaching Disclosure Form is to be completed and signed and then approved by the State Executive Director. Failure to provide complete information on any current coaches or coaching businesses that a contestant has engaged to work as a prep person or team, up to and during the 2019 National Finals, carries serious consequences.

#### **Contestant Statement**

I am currently working with the following coach, coaches or coaching business:

Contestant Name:			
Local Title:			
Coach's Name:			
Location:	City	State	
Coaching Business:			
Location:	City	State	
not engage any coach not signed a coaching	, coaching business or prep contract or non-disclosure a lerstand the consequences	a coaching business, other than as disclosed herein, a team unless approved by my State Executive Director. agreement with any coach or coaching business, other t f I am not forthright in my disclosure statement.	I have
		Contestant Signature	
State Executive Direc	ctor:		
State Executive Direc Signature:	ctor's		
Date:			

Note: If you are working with more than one coach or coaching business, a separate form must be completed for each.

# 2018 Local Contestant Statement of Understanding Other Competitions

Adherence to the rules and guidelines detailed in the Miss America 2018 Local Contestant Contract is critical to our program's success. The following clause details the rules regarding other competition/pageant systems. This is to confirm that you do not currently hold a title or are associated in any way with another competition system. Once you have read the full clause, please sign the affirmation of understanding statement below.

#### 2.7. Contractual and Other Obligations.

is selected or appointed. I agree that, d the full term of the position of Miss with, promote, perform, judge or bec international competition or preliminary limited to the National Sweetheart Page	Il continue to hold the title of Miss until my successor uring my service in that role and until after the scheduled completion of for which I was selected, I will not associate in any way ome a contestant or participant in any other regional, national or competition of a similar nature to the National Finals, including but not ant/Competition in Hoopeston, Illinois. I also represent that I am not a ny other regional, national or international competition or local or state e to the National Finals.			
	e completed, signed and approved by the State Executive Director. I lly comply with the contestant contract, including but not limited to, Other ment.			
	Contestant Statement			
Contestant Name:				
Local Title:				
<b>Contestant Affirmation:</b> I have read and understand the Other Competitions clause. I affirm that I do not hold a title with any other competition/pageant system and that I will not enter or associate in any way with, promote, perform judge or become a contestant or participant in any other program's local, state, regional, national or international competition or preliminary competition of a similar nature to the National Finals, including but not limited to the National Sweetheart Pageant/Competition in Hoopeston, Illinois. I understand the consequences if I am not forthright in my disclosure statement.				
Contestant's Signature:				
	Contestant Signature			
State Executive Director:				
State Executive Director's Signature:				
	State Executive Director Signature			
Date:				

## **Attachment A** Supplemental Fact Sheet Page 1

Local Name:	Platform:	
Full Name (as you wish it listed i	n Program Book):	
Full Name Phonetic Pronunciation	on:	
Date of Birth:	Age:	
I confirm I will not be older t	han twenty-four (24) years old on D	ecember 31, 2018
Home Telephone Number: (	)	
Cell Phone Number: (	)	
Email Address:		
College Information (if appropria	ite):	
Name of College/University	:	
Year Graduated:		
College Major:		
Declared Minor:		
Scholastic Honors: (3)		
Scholastic Ambition:		
Graduate School Information (if		
Name of College/University	·	
5 0 1		
Other Accomplishments:		
What type of talent will you pres	ont?	
(You need not give the exact title of	of your talent presentation. Merely ind	
tap, etc.), sing (classical, popular, reading, dramatic skit, etc.)	etc.), play a musical instrument (whi	ch one?), perform a comedy
reading, dramatic Skit, etc.)		INITIALS
		DATI

## Attachment A Supplemental Fact Sheet Page 2

Special training in music, drama, dance, art:			
Father's Name: Mother's Name:			
Name:	Age:		
Name:	Age:		
Name:	Age:		
Other interesting facts about yourself:			
The Miss Organization encourage Program to become involved in the community by sup In addition to CMNH, if you choose to support a person to address during your Year of Service?	porting Children's Miracle Network Hospitals nal issue, what personal issue would you wan		
Attachments (check here if included):  () Copy of Birth Certificate (Section 2.2) () Copy of Driver's License or Government Issued Id () Proof of Residence (Section 2.3.1) () Official College Transcript (Section 2.3.2.1) () Official Transcript of College Registration for Curl () Copy of College Degree (Section 2.3.2.3) () Official Graduate School Transcript (Section 2.3.2.3) () Official Transcript of Graduate School Registratio () Copy of Graduate School Degree (Section 2.3.2.6) () Employer W-2 Form (Section 2.3.3)	dentification Card (Section 2.2 & 2.3.1)  rent Classes (Section 2.3.2.2)  2.4)  n for Current Classes (Section 2.3.2.5)		
() Income Tax Filing (Section 2.3.3)			
	INITIALS		

# Attachment B Medical Information Form

Page 1

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

Local Name:		
Contestant's Name:		
Date of Birth:		
Home Address:		
Who should be called in case of an emergen	cy?	
Name:		
Address:		
Phone: <b>Home:</b>	Cell:	
Medical Insurance Company / HMO Name:		
Employer or Company Name (If Group Plan): _		
Policy Number:		
Name of Subscriber:		-
Subscriber's address through December, 20	<u></u> :	
Relationship of Subscriber to you:Self		
Family Physician:		
Physician's Phone: <b>Home:</b>	Office:	
Your Blood Type:		
Medications to which you have an allergic reacti		
Any physical problems that could cause you disc	comfort (in reference to section	3.2.1 of the Contract)
		INITIAL

## Attachment B Medical Information Form

Page 2

Any Food Allergies:			
Dental Insurance Company Name:			
Address:			
Employer or Company Name (If Group	Plan):		
Policy Number:			
Name of Subscriber:			
Subscriber's Address through Decemb	oer, 20:		
Relationship of Subscriber to you:	Self _	Parent/Guardian	Other
PLEASE ATTACH A COPY OF YOUR INSUR	ANCE CARDS	S, INCLUDING MEDICAL, PRI	ESCRIPTION AND DENTAL.
I certify the policy(s) named above is runderstand that contestants are responsible they participate in the Miss Organization expenses. I certify that the above information	ble for all me nor its med	edical/dental expenses incu competition activities dical insurance plan will	urred during the time in which and that neither the Miss
CONTESTANT SIGNATURE AND DATE*		PARENT/GUARDIAN	SIGNATURE AND DATE*
Pre-Authorization for Medical 1	<u> reatment F</u>	Regarding Contestants	below the Age of 18:
I hereby authorize the Miss health care provider and/or Miss perform medical treatment deemed ne		Organiz	ation's registered nurse to
PARENT/GUARDIAN SIGNATURE AND DATE		·	·
*If the contestant is below the age Responsibility and Authorization Infor parent/guardian may sign. The complete	mation For	m. In all other cases, e	ither the contestant or he

#### IN THE EVENT THAT YOU DO NOT HAVE MEDICAL AND/OR DENTAL INSURANCE

I certify that I do not have medical and/or dental insurance coverage and I understand that contestants are fully responsible for any and 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.
CONTESTANT SIGNATURE AND DATE*
CONTESTANT SIGNATURE AND DATE
Medical / Dental Insurance Coverage Regarding Contestants below the Age of 18.
I certify that I do not have medical and/or dental insurance coverage and I understand that
contestants are fully responsible for any and 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 for:
DADENT/QUADDIAN QUANTUDE AND DATE
PARENT/GUARDIAN SIGNATURE AND DATE

\*If the contestant is below the age of 18, the parent or guardian must sign the above Medical Responsibility and Authorization 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

### 2018 LOCAL SCHOLARSHIP RULES AND REGULATIONS