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”), the duties of Miss _______________ 20____ may include travel and participation in personal appearances throughout the State. These activities are designed, scheduled, arranged and supervised by The Miss _______________ Organization in order to reflect the values and standards of the Program and to enhance its visibility and maintain its broad public acceptance. The Miss _______________ Organization has also developed detailed procedures that govern the activities and conduct of Miss _______________ during her Year of Service. These procedures and standards are intended to protect and enhance the substantial public acceptance of the Program among the American people, and to assure that the Program will continue to be able to operate for the benefit of the thousands of young women who will be seeking to participate in the Program in future years.

1.4. In seeking to participate in the competition, each Contestant must understand and accept the requirements of the Program, including the rules for the contestants and the guidelines and limitations that will be applicable to her activities during her Year of Service if she is selected.
as Miss _______________. In addition, each Contestant must understand and accept that the Miss _______________ Organization’s approval of the Contestant’s participation in the competition and, if selected, service as Miss _______________ will be specifically based upon the representations and agreements in this Application and Contract, 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.

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

2.1. I have never before competed in any National Finals of the Miss America Organization.

2.2. Age. I am currently ____ years of age. I was born on _______________, 19_____. I understand that, in order to be eligible to compete, I must: (1) be a high school senior before the date of my first Local competition; (2) have been at least seventeen (17) years of age at the time of my first appearance in the preliminary round of the Local or State competition that I am entering in anticipation of this year’s National Finals, and (2) be no older than twenty-four (24) years of age on December 31, 2016. I will be ____ years of age on December 31, 2016. 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. Residence. 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
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 ___________________. I lived at that address from __________, _____ (date) to __________, ______. If requested, I agree to provide the Miss _______________ Organization with any additional information or documents that may be required within five (5) business days of the request to determine my residency in the state 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)

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

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

(____) 2.3.2.3. I received a _______________ degree from ________________ College/University in the city of _______________, State of __________ in ______ (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.

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

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

(__) 2.3.2.6. I received a __________ graduate degree from ______________ Graduate School in the city of ______________, State of ________________ in _____ (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 ______________ 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. Education. In order to be eligible to compete, I must be a high school senior no later than the date of my first competition, or have successfully completed the G.E.D. testing program for high school equivalency, or have successfully completed the academic requirements for entry into an accredited college/university degree program requiring physical attendance by the July 30th immediately preceding the National Finals. (Please check and fill in all that apply)

(__) 2.5.1. I received a High School diploma in ______ (month/year) from _____________________________ High School in the city of ________________, State of ________________.

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

2.6.3. **Parental Status.** 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 Miss ______________ Organization as contrary to the Miss America Program or its elements as described in Paragraph 1.1 of this contract.

2.6.5. **Criminal Record.** 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.

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

2.6.7. **Health.** I am in good health and can, to the best of my knowledge, participate fully 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.

2.6.8. **Substance Abuse.** 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 Volunteers.** Any immediate family member who served in any capacity on the board of the state or the national organization or as a volunteer or contestant prep coach must have formally resigned at least six (6) months prior to the time that I am eligible to compete in my first local competition. Immediate Family is defined as parents, grandparents, aunts, uncles and siblings whether by whole or half blood, by marriage including step-children.
adoption or natural relation. This six (6) month rule also pertains to the local organization’s board and volunteers with respect to their immediate family. However, pertaining to local competitions, I am eligible to enter another local organization where an immediate family member does not serve in any capacity within my state and they may maintain their position in their local organization.

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 two hundred and fifty dollars ($250.00) 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 five hundred dollars ($500.00), 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. **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, 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. 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, if I am advised by the Miss ________________
Organization that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss _____________ Organization, the Miss America Organization and the Program has caused or is reasonably likely to cause harm, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss _____________ Organization shall be final and binding.

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

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

2.7.7. Attorney Review of Application and Contract. I have been given a sufficient opportunity to review this Application and Contract and its attachments, including the Supplemental Fact Sheet (Attachment A); Medical Information Form (Attachment B); the Scholarship Rules and Regulations (Attachment C). I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract. I understand that this Application and Contract is a legal document and that if I sign and submit it to the Miss _____________ Organization and it is accepted, I have agreed to be bound by this Application and Contract and its attachments.

2.7.8. Changes in Circumstances. I understand and agree that if, at any time after I file this Application and Contract with the Miss _____________ Organization, including during my Year of Service, any of the facts stated in this Application and Contract or its attachments including but not limited to those related to my ability to fully participate in all activities should change at any time, I am obligated 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 as Miss _____________20____.

Section 3: Personal and Professional Background Information

3.1. Employment History.

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

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

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

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):

(____) 3.2.1.1. I am receiving treatment or medication for the condition described in Attachment B
(____) 3.2.1.2. I am not receiving treatment or medication for this condition described in Attachment B.

AND

(____) 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 America, 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.

Section 4: Participation in the Miss________________Competition

4.1. Participation in Competition. I agree to participate in the series of events and appearances leading up to the final selection of the Miss ________________ Program. These events are scheduled on dates to be determined by the Miss ________________ Organization. I will be bound by the rules and regulations governing the Miss ________________ Organization and the procedures for the awarding and supervision of all scholarships described in Attachment D. My participation in the competition may include public appearances scheduled for me by the Miss ________________ Organization including, but not limited to, television and radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming of all or any part of the events associated with the competition.

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

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

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

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

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

4.7. **Change in Circumstances.** I understand that if, at any time between the date of this Application and Contract and the completion of the 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 _____________” 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. **Availability for Appearances and Events.** I agree to make myself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and other and various commitments and events related to my Year of Service that the Miss ____________ Organization has made and will make for me in its sole discretion.

5.4. **Independent Contractor Status.** I understand and agree that I am 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:

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 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 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.
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 nor have the discretion to refuse any sponsor arrangements negotiated by the Miss ______________ Organization.

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. **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 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 (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 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 Miss _______________ Organization 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;

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 do not abide by the Rules for the State Competition Finals as set forth in Attachment _____ and the guidelines and limitations that will be applicable to my activities if I am selected as Miss _______________.

2016 Local Contestant Contract 1-15-15
6.7.5. 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.
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 application, I agree to comply with all of the terms and conditions of this Application and Contract, together with its attachments.

_________________________________________  ______________________________________
DATE                                                                                     CONTESTANT SIGNATURE

State of ________________________________ : ss  Affidavit of Truthfulness

County of ________________________________

______________________________, the Contestant making this Application, of full age and being duly sworn according to law, upon her oath deposes and says:

I do hereby swear that the statements made in this Application and Contract and its attachments are true.

Sworn and subscribed to before me this _____ day of ________________, 20___.

_________________________________________
CONTESTANT SIGNATURE

________________________________________________________________
Notary Public of ________________________________

________________________________________________________________

Approval of Application for Participation

The Miss ________________ Organization hereby APPROVES this Application and Contract and accepts appointment as the agent of the Contestant on the terms provided in this Application and Contract. The Contestant may compete in the competition pursuant to the terms of this Application and Contract and its attachments.

Date: ___________________________  Signed: ______________________________

EXECUTIVE DIRECTOR

Print Name: ______________________  The Miss ________________ Organization

ORGANIZATION NAME
(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 __________________ : ss

County of __________________

Affidavit of Parent or Guardian

I, the undersigned parent or guardian of ____________________________, who is the Contestant named in this Application and Contract, of full age and being duly sworn according to law, upon my oath depose and say:

1. I have read and I understand the provisions of this Application and Contract and its attachments. To the best of my knowledge, information and belief, all of the factual statements made in this Application and Contract by the Contestant are true.

2. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Application and Contract.

3. I consent to the execution of this Application and Contract by the Contestant.

4. On behalf of the Contestant, I agree to the terms and conditions of this Application and Contract and its attachments.

5. I have not previously authorized any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant, nor has any other person ever been authorized to do so, other than a co-signer of this affidavit.

6. I shall not authorize any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant other than in accordance with the terms and conditions of this Application and Contract and its attachments.

I do hereby swear that the statements made in this affidavit are true.

Sworn and subscribed to before me
this ______ day of ____________, 20_____. _________________________________

PLEASE PRINT PARENT/GUARDIAN NAME

___________________________________

Notary Public of ______________________ ________________________________

PARENT/GUARDIAN SIGNATURE
Local Name: ___________________________ Platform: ___________________________

Full Name (as you wish it listed in Program Book): ________________________________

Full Name Phonetic Pronunciation: _____________________________________________

Date of Birth: ________________ Age: ________________

Home Telephone Number: (_____) ______________________

Cell Phone Number: (_____) ______________________

Email Address: ________________________________________________

College Information (if appropriate):
   Name of College/University: ________________________________________________
   Year Graduated: __________________________________________________________
   College Major: __________________________________________________________
   Declared Minor: __________________________________________________________
   Scholastic Honors: (3) ____________________________________________________
                       __________________________________________________________
                       __________________________________________________________
   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.)

INITIALS
DATE
Special training in music, drama, dance, art: ________________________________________________
__________________________________________________________________________________

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 Children’s Miracle Network Hospitals. In addition to CMNH, 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)
(____) Copy of Driver’s License or Government Issued Identification Card (Section 2.2 & 2.3.1)
(____) Proof of Residence (Section 2.3.1)
(____) Official College Transcript (Section 2.3.2.1)
(____) Official Transcript of College Registration for Current Classes (Section 2.3.2.2)
(____) Copy of College Degree (Section 2.3.2.3)
(____) Official Graduate School Transcript (Section 2.3.2.4)
(____) Official Transcript of Graduate School Registration for Current Classes (Section 2.3.2.5)
(____) Copy of Graduate School Degree (Section 2.3.2.6)
(____) Employer W-2 Form (Section 2.3.3)
(____) Income Tax Filing (Section 2.3.3)

INITIALS _____________________________
DATE _____________________________
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 emergency?

Name: __________________________________________________________________

Address: _________________________________________________________________

Phone: Home: ___________________________ Cell: ____________________________

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: ______________________

Your Blood Type: _________________________________________________________

Medications to which you have an allergic reaction: _____________________________
_______________________________________________________________________

Any physical problems that could cause you discomfort (in reference to section 3.2.1 of the Contract)
_________________________________________________________________________

INITIALS

DATE
Any Food Allergies: __________________________________________________________

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 CARDS, INCLUDING MEDICAL, PRESCRIPTION AND DENTAL.

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 the 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*               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: _____________________________

(CONTESTANT NAME)

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.
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*

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: ________________________  (CONTESTANT NAME)

____________________________________  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

2016 LOCAL SCHOLARSHIP RULES AND REGULATIONS