

## 2012 LOCAL CONTESTANT CONTRACT

THE \_\_\_\_\_ ORGANIZATION

### Application and Contract for Participation in the

20\_\_ MISS \_\_\_\_\_ COMPETITION

Contestant: \_\_\_\_\_

#### Section 1: Introduction

- 1.1. The Miss \_\_\_\_\_ Organization is a non-profit corporation organized under the laws of the State of \_\_\_\_\_. The Miss \_\_\_\_\_ Organization has operated a program offering scholarship assistance and career opportunities for the young women within the State of \_\_\_\_\_. In doing so, The Miss \_\_\_\_\_ Organization has made substantial investments in, and has developed a valuable identity for, the unique symbols and elements of the Program that have achieved national and even international recognition and approval. These elements include but are not limited to (1) providing educational assistance in the form of scholarships to young adult women who have not yet begun to assume the responsibilities of family life and are interested in career and educational advancement; (2) recognizing and honoring the traits of honesty, good character, talent, poise, intellect, leadership and good judgment in the young women of America who enter the competition (the "Contestants"); and (3) enabling the Contestants to serve as role models for other young women with similar goals and personal characteristics.
- 1.2. The Miss \_\_\_\_\_ Organization intends to conduct a competition for the title "Miss \_\_\_\_\_ 20\_\_," to be held in \_\_\_\_\_ on \_\_\_\_\_, 20\_\_. The competition is a critically important, and the single most visible and widely recognized, element of the Program. The competition is conducted in a fashion that is designed to combine a respect for the traditional and historic foundations of the Program with recognition of the perceived modern tastes and values of the American people.
- 1.3. The winner of the competition shall be designated "Miss \_\_\_\_\_ 20\_\_," and shall be entitled to that title until her successor is named at the competition in \_\_\_\_\_, 20\_\_. During this period (the "Year of Service"), 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 and its attachments and the continued compliance with all of the regulations of the Program. In such regard, I acknowledge that my ability to compete in the pageant shall be subject to review at each level of competition that I enter and that the determination of my eligibility to compete in the competition shall not in and of itself be the basis of my eligibility to compete in the Local, State and/or National Finals.

- 1.5. Therefore, by signing this Application and Contract and submitting it to the Miss \_\_\_\_\_ Organization for approval, the Contestant represents and agrees that (1) all facts and representations contained in this Application and Contract and its attachments are true and accurate; (2) the Contestant agrees to abide by all rules and regulations of the Miss \_\_\_\_\_ Organization described in this Application and Contract and its attachments, in the period before and during the Year of Service; and (3) the Contestant meets each requirement for eligibility set forth in Section 2 of this Contract; and (4) the Miss \_\_\_\_\_ Organization shall have the sole discretion to determine whether, in its judgment, the Contestant may continue to participate in the Miss \_\_\_\_\_ Program, in the event that the Miss \_\_\_\_\_ Organization determines that any statement or representation by the Contestant is not true and accurate or that any action by the contestant is inconsistent with the rules and regulations of the Program.

## Section 2: Eligibility of Contestant to Participate in the Miss \_\_\_\_\_ Program

- 2.1. I have never before competed in any National Finals of the Miss America Organization.
- 2.2. **Age.** I am currently \_\_\_\_ years of age. I was born on \_\_\_\_\_, 19\_\_\_\_. I understand that, in order to be eligible to compete, I must: (1) be a high school senior before the date of my first Local competition; (2) have been at least seventeen (17) years of age at the time of my first appearance in the preliminary round of the Local or State competition that I am entering in anticipation of this year's National Finals, and (2) be no older than twenty-four (24) years of age on December 31, 2012. A copy of my birth certificate is included with Attachment A, the Supplemental Fact Sheet.
- 2.3. **Residence.** I understand that, in order to compete in the Local or State pageant in anticipation of this year's National Finals, I must reside in; or be enrolled in and physically attending classes on a full-time basis at an accredited college or university in; or be employed 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 the state in which I am competing, I must have been a resident of that state for at least six (6) months prior to the first Local or, if Locals are not held in the state where I competed, the State competition that I entered in that state. Residence is defined as the primary address that I use to establish residency for my driver license, automobile registration, 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, proof of this residency in the form of \_\_\_\_\_ (driver license, automobile registration, current lease, or other official document establishing residency). If my residency at this location was established within six (6) months preceding the Local or State competition in which I am competing, my last previous residence was at \_\_\_\_\_ in the city of \_\_\_\_\_, State of \_\_\_\_\_. I lived at that address from \_\_\_\_\_, \_\_\_\_\_ (date) to \_\_\_\_\_, \_\_\_\_\_. If requested, I agree to provide the Miss

\_\_\_\_\_ Organization with any additional information or documents that may be required within five (5) business days of the request to determine my residency in the state in which I am competing, if my residence is relevant to my eligibility. I understand that additional proof of residency may include a lease, utility bill, and/or automobile registration.

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

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.

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.

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.

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.

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.

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

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

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

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

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

I received a High School diploma in \_\_\_\_\_ (month/year) from \_\_\_\_\_ High School in the city of \_\_\_\_\_, State of \_\_\_\_\_.

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

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

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

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

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

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

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

**2.6.5. Criminal Record.** 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 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. 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.

## **2.7. 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:

**a)** 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 pageant activities.

**b)** 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 pageant activities.

**c)** 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.MissAmerica4kids.org](http://www.MissAmerica4kids.org), which will aid me in performing such 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 Pageant Finals. I am not a party to any contract with any person, firm or corporation in respect to any present title that I hold or may hold, nor have I made any commitments for the future regarding any such titles. I do not have any legal obligations that would prevent or limit my participation and appearances in the Miss \_\_\_\_\_ Competition, any other Local Competition, State Competition, the National Finals or, if selected as Miss America, in the Year of Service, or my compliance with the rules, regulations and conditions of the Program.

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

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

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

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

**2.7.7. Attorney Review of Application and Contract.** I have been given a sufficient opportunity to review this Application and Contract and its attachments, including the Supplemental Fact Sheet (Attachment A); Medical Information Form (Attachment B); the Scholarship Rules and Regulations (Attachment C). I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract. I 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:

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

**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):

- I am receiving treatment or medication for the condition described in Attachment B
- I am not receiving treatment or medication for this condition described in Attachment B.

**AND**

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.

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.

**5.6. 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" and "Miss America Organization" are the property of the Miss America Organization. I agree never to use, or to authorize anyone else to use, the words "Miss \_\_\_\_\_", "Miss America" or "Miss America Pageant" or "Miss America Organization," or any similar or related phrase, in association with me or my name or likeness in any way without prior written approval.
- 6.2. Authorization of Publication.** I authorize the use of my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title(s) by the Miss \_\_\_\_\_ Organization and by such persons, firms or corporations as may be approved and selected by the Miss \_\_\_\_\_ Organization. I will abide by the provisions of any agreement between the Miss \_\_\_\_\_ Organization and such persons, firms or corporations regarding my services for advertising and promotional uses.

- 6.3. Registration and Use of Domain Name.** I authorize the Miss \_\_\_\_\_ Organization or its licensee to register a domain name ("Internet Domain Name") in such version of my name as the Miss \_\_\_\_\_ Organization or its licensee may deem appropriate, in the form myname.com or any comparable variation thereof. During my tenure as Miss \_\_\_\_\_ and, if I am selected as Miss America, during my Year of Service the Miss America Organization or its licensee shall have full authority to use my Internet Domain Name for all purposes. Thereafter, I understand that the Miss America Organization or its licensee shall transfer to me all rights to register and use my Internet Domain Name. During the period that the Miss America Organization or its licensee is authorized to register and use my Internet Domain Name, I shall not register or use, nor permit anyone else to register or use, my name or title in any form in an Internet Domain Name.
- 6.4. Permanent Ownership of Rights.** All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, whether "still" or "live," and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights (a) as a Contestant or as a participant in the events leading up to the selection of Miss \_\_\_\_\_; or (b) while representing Miss \_\_\_\_\_ or participating in any Miss \_\_\_\_\_ sponsored events whether before, during or after the competition or, if I am selected as Miss \_\_\_\_\_, during or after my Year of Service, including but not limited to events such as press interviews, judges interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable (the "Rights"), are and shall be, become and remain the property of the Miss \_\_\_\_\_ Organization in perpetuity. The Rights may be used and re-used by the Miss \_\_\_\_\_ Organization, or anyone designated and licensed by the Miss \_\_\_\_\_ Organization, for publicity, advertising or any other use in any medium, all as deemed appropriate by the Miss \_\_\_\_\_ Organization in its sole discretion. I will ensure that all rights that any officially sanctioned photographer (s) may have in any official publicity photographs of me are released by that photographer (s) in favor and that any such photographer (s) shall provide a written release of such rights on a form acceptable to the Miss \_\_\_\_\_ Organization. I understand and agree that the provisions of this section shall specifically survive the termination of this Application and Contract.
- 6.5. Scholarship Grants and Forfeitures.** I understand and agree that the grant of scholarships by the Miss \_\_\_\_\_ Organization is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract as Attachment "C". By signing this Application and Contract, I agree to be bound by those rules and regulations. I understand that all scholarships that I may be awarded will be non-forfeitable in the event that I breach this Contract or fail to perform any duties that I may have as a Contestant. I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete.
- 6.6. Documents and Information; Cooperation with Inquiries.** I agree to provide the Miss \_\_\_\_\_ Organization, at its request, with any documents or information necessary to determine any question with regard to my initial or continuing eligibility to compete or to complete my Year of Service. I also agree to cooperate fully with any inquiry undertaken by the Miss \_\_\_\_\_ Organization in connection with my initial or continuing eligibility, and to provide sworn statements and any relevant documents if requested to do so by the Miss \_\_\_\_\_ Organization.
- 6.7. Termination of Eligibility.** I understand and agree that if:
- 6.7.1.** any of the representations or statements made by me in this Application and Contract or any of its attachments is determined by the Miss \_\_\_\_\_ Organization to be false;

**6.7.2.** there is a change of circumstances that would affect my eligibility to participate 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 Pageant Finals as set forth in Attachment \_\_\_\_\_ and the guidelines and limitations that will be applicable to my activities if I am selected as Miss \_\_\_\_\_.

**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. 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.

**Authorizations and Notary Signatures on Following Pages**

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 \_\_\_\_\_  
County of \_\_\_\_\_ : ss

**Affidavit of Truthfulness**

\_\_\_\_\_, 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

**Affidavit of Parent or Guardian**

County of \_\_\_\_\_

**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

**Attachment A**  
**Supplemental Fact Sheet**

Page 1

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

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

**Full Name 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

**Attachment A  
Supplemental Fact Sheet**

Page 2

**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)
- ( ) 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

**Attachment B**  
**Medical Information Form**

Page 1

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

**STATE TITLE:** \_\_\_\_\_

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

**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 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.**

(Note: Need 2011 State Scholarship Rules)

ATTACHMENT \_\_\_\_\_

**2010 STATE SCHOLARSHIP RULES AND REGULATIONS**

The Miss \_\_\_\_\_ Organization Scholarship Fund will award scholarships under the following Circumstances: (Please note in some circumstances a 501 C-3 foundation affiliation may not allow payment of scholarship fund to be utilized for student loans or computer equipment.).

**1) SCHOLARSHIP USAGE:**

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

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

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

**2) REQUESTING USAGE:**

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

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

**3) PAYMENT GUIDELINES:**

Payments for room and board will be made to the educational institution (or for off campus housing if your state 501 c 3 permits) to and such requests must be accompanied by appropriate documentation from the educational institution (or fully executed lease agreement) evidencing the charges for same. Contestants must maintain at least 12 credit hours as a full-time student, 9 credit hours part-time status and 9 credit hours for graduate in order to qualify. Payments do not cover key fees or deposits. Utilities (electric, gas, cable, phone, etc.) are also not covered.

It is each contestant's obligation to determine whether the scholarship, in whole or part, is includable in gross taxable income, regardless of whether a Form 1099 has been issued by

either The State Organization, the Community Foundation or Miss America Organization. Contestants are encouraged to consult a tax advisor regarding the taxability of the scholarship payments.

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

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

**5) STUDENT LOANS:**

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

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

Scholarships may be used for future educational expenses, provided, however, contestants must begin use of their scholarships within 1 year of the date of the award. Prior to forfeiture, reasonable attempt will be made by the state organization to notify the contestant of impending forfeiture. If a contestant has not submitted a request to the Miss \_\_\_\_\_ Organization for her scholarship award dollars during this period, her right to request funds will be forfeited. If a contestant forfeits any money from her scholarship award at the local level, her award at the state and national level will automatically be forfeited.

6A) A contestant who begins use of her scholarship within the designated time above will then be required to show continuous activity in her scholarship endeavors up to a limit of 1 year (two for Miss State) following the date of her award. Any balance remaining in a contestant's award 1 year following the date of the award will automatically be forfeited.

6B) An exception to the time limits described in Paragraph 6A above may be made if the contestant, prior to the expiration date, makes a written appeal to the Miss \_\_\_\_\_ Organization citing compelling reasons why the time period should be extended. An extension will generally be permitted when the contestant has had local awards within the prescribed time limits above or has been awarded the state title. However, the contestants must still send a written request for extension. The Miss \_\_\_\_\_ Organization will review the request and determine whether an extension is warranted. Consistent with the Code and the rules and regulations of the Community Foundation, the decision of the Miss \_\_\_\_\_ Organization shall be final and binding. Any funds remaining in the account at the end of three years will automatically be forfeited.

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

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

\_\_\_\_\_  
**SIGNED**

\_\_\_\_\_  
**DATE**