



**THIS APPLICATION AND AGREEMENT ARE ONLY VALID FOR THE CALENDAR YEAR 2023 STATE
COMPETITIONS AND LOCAL COMPETITIONS LEADING INTO
THE CALENDAR YEAR 2023 STATE COMPETITIONS (2024 Competition Cycle)**

**2023 Application and Agreement for Delegate and Titleholder Participation in a Miss or Teen Local
and/or State Competition in the Miss America Organization**

1. Parties

1.1. The Miss _____ (“State Organization”), a corporation organized under the laws of the State of _____ is a licensee of the Miss America IP LLC/DBA/ The Miss America Organization (“MAO or National Organization”). The MAO provides Local Organizations (“Local Organizations”) as Licensees the authority to conduct Local Competitions (“Local Competitions”) under the direction and supervision of the State Organization. The State and Local Organizations both operate competitions within the State pursuant to the mission, vision, and policies of MAO, which may change from time to time with no notice to the Delegate or Titleholder.

1.2. The Miss _____ (Local Organization) is organized and/or operating under the laws of the State of _____ and a Licensee of the Miss America Organization, Inc (“MAO or National Organization”) through the license noted in 1.1. above, operates a Local Competition whose winner advances to compete in the State Competition.

1.3. (“Delegate Applicant” or “Titleholder” whichever is appropriate) declares all Eligibility Requirements set forth herein are met by her for entry into The Miss _____. Delegate Applicant or Titleholder acknowledges she may be required to attend all events, meetings, rehearsals, and appearances leading up to the final selections of Local, State, or National Competition(s) for which she is an eligible participant.

1.3.1. **Independent Contractor Status.** The Delegate applicant acknowledges and asserts that should she become a Titleholder, she will not become an employee of the Local or State Organization during her titleholder term; instead, she will be engaged as an independent contractor. Nothing in this Agreement shall in any way be construed to create an employment relationship, partnership, joint venture, or other joint undertakings between the Titleholder/Contractor and Local or State Organization, nor make either party liable, in whole or in part, for any obligation incurred by the other party in the performance of its obligations under this Agreement.

2. Eligibility Requirements for Delegate Applicant and/or Titleholder to Participate in Competition(s) and Delegate Applicant and/or Titleholder Contractual Obligations

2.1. **Acknowledgement.** The Delegate Applicant acknowledges by signing this Agreement her eligibility may be subject to review at each level of Competition. The determination of eligibility to participate in a Competition shall not in and of itself be the basis of eligibility to compete in subsequent Competitions at any level. Delegate Applicant/Titleholder



authorizes the Local, State, or National Organization at its/their sole discretion to release and publicly comment upon any truthful information concerning Delegate Applicant/Titleholder's eligibility to compete, participate in the Competition(s), or to complete her titleholder term.

2.2. **National Competition.** The Delegate Applicant asserts that she has never competed in an MAO National Competition.

2.3. **Universal Eligibility Requirements for every level of Competition, i.e. Local, State and National Competition(s).**

2.3.1. **The Delegate Applicant must be a Citizen of the United States of America.** Delegate Applicant must provide proof of Citizenship with this Application in one of the following forms:

2.3.1.1. Delegate Applicant's Certified Birth Certificate

2.3.1.2. Delegate Applicant's United States Passport

2.3.1.3. Delegate Applicant's Naturalized Citizenship Certification

2.3.2. **Eligibility by Age.** The eligible age range for any Miss Delegate Applicant for Calendar Year 2023 Competitions at every level of MAO Miss is 18 to 28 years old. To eliminate any doubt, any Miss Delegate Applicant born between 1995 and 2005 are eligible to compete in any Miss level of competition during the 2023 Calendar Year as long as she meets all other eligibility requirements. The eligible age range for all Teen Delegate Applicants for Calendar Year 2023 Competitions at every level of MAO Teen is 13 to 18 years old. To eliminate any doubt, any Teen Delegate Applicant born between 2005 and 2010 is eligible to compete in any Teen level of competition during the 2023 Calendar Year as long as they meet all other eligibility requirements.

2.3.3. The Delegate Applicant is currently ___ years of age and was born on _____, _____.

2.3.4. **Proof of Age Requirement.** Delegate Applicant must provide proof of age with this Application in one of the following forms:

2.3.4.1. Delegate Applicant's Certified Birth Certificate

2.3.4.2. Delegate Applicant's Valid Driver's License

2.3.4.3. Delegate Applicant's Valid Driver's Learner Permit

2.3.4.4. Delegate Applicant's Valid State Identification

2.3.4.5. Delegate Applicant's Passport

2.3.5. **Personal Characteristics.**

2.3.5.1. **Sex.** The Delegate Applicant must be a female.

2.3.5.2. **Marital Status.** The Delegate Applicant is not now, nor will get married during her titleholder term. The Delegate Applicant understands that should she marry during her titleholder term, she is no longer eligible to participate or compete in any Local, State or National Competition.



- 2.3.5.3. **Parental Status.** At the execution of this Agreement, the Delegate Applicant asserts she is not now pregnant. The Delegate Applicant also attests she is not a custodial parent or the adoptive parent of any child, nor will she become a parent, or the adoptive parent of any child, during her titleholder term. The Delegate Applicant understands that if she becomes pregnant or becomes the adoptive parent of a child during her titleholder term, she is no longer eligible to participate or compete in any Local, State, or National Competition or continue as a Titleholder.
- 2.3.5.4. **Criminal Record.**The Delegate Applicant/Titleholder has never been convicted of a criminal offense, other than a minor traffic offense, and no criminal charges are pending against her. The Delegate Applicant understands that should she be charged with a criminal offense of any kind after the execution of this Agreement, she may lose the ability to compete/continue as a titleholder. The Delegate Applicant acknowledges that should she be charged with a criminal offense she is responsible for reporting this to the State Organization within five (5) business days. The Delegate Applicant has the right to appeal any decision declaring her ineligible hereunder to MAO through the legal counsel of her choice. Any decision by MAO will be final and binding.
- 2.3.5.5. **Health.** The Delegate Applicant/Titleholder asserts and states that, to the best of her knowledge, she can participate fully in and execute all program activities and can individually compete for the duties of a Titleholder. Upon submission of appropriate certified documentation with this Application, the Local/State Organizations will work with the Delegate Applicant/Titleholder to provide reasonable accommodations that do not create an unfair competitive advantage not afforded to all Delegates/Titleholders. If applicable to the Delegate Applicant/Titleholder, please provide information detailing the health condition and any requested accommodations on **Exhibit A.**
- 2.3.5.6. **Substance Abuse.** The Delegate Applicant/Titleholder does not use, consume or distribute any illegal or controlled substances other than those obtained under a valid prescription and taken according to the directions of a licensed healthcare professional.
- 2.4. **Geographic Eligibility Requirements for Delegate Applicants in Local and State Competitions.** Upon proof that Delegate Applicant meets each of the Universal Eligibility Requirements set forth in 2.3. above, The Delegate Applicant understands and attests that to compete in a Local and/or State Competition she must provide proof with this Application of one of the following:



- 2.4.1. **Bona Fide Residency in the State of Competition.** If Delegate Applicant is claiming Geographic Eligibility to compete in the State or Local Organization's Competition in the State of _____ and/or the City or County of _____, she must be a legal resident of that State and/or City/County for at least thirty days (30) prior to competing in the Local Competition, or, if there are no Local Competitions, at least sixty days (60) prior to a State Competition. If Delegate Applicant seeks to establish Geographic Eligibility based on Bona Fide Residency, she must provide a copy of her current driver's license issued in the State in which she will compete AND one of the following indicia of residency with this Application/Agreement; provided, however, in proving bona fide residency for a Teen, the indicia may be that of the Teen Delegate Applicant's parent:
- 2.4.1.1. Current voter registration card in Delegate Applicant's name.
 - 2.4.1.2. Current lease in Delegate Applicant's name for housing in the State and Local area.
 - 2.4.1.3. Current utility bill in Delegate Applicant's name for address within the State and Local area.
 - 2.4.1.4. Current vehicle registration in Delegate Applicant's name issued from the applicable State.
 - 2.4.1.5. Federal student loan correspondence or notices on which Delegate Applicant is named primary or secondary in the applicable State.
 - 2.4.1.6. If Delegate Applicant is not a licensed driver she will need to present two forms of proof of bona fide residency from the list immediately noted above; provided, however, in proving bona fide residency for a Teen, the indicia may be that of the Teen Delegate Applicant's parent.
- 2.4.2. **Employment Status.** If Delegate Applicant is claiming Geographic Eligibility based on Employment Status for Local and/or State Competition she must be a full-time employee (full-time defined as an average of no less than 30 hours per week) working in the State or geographic area of the Local Competition for at least thirty days (30) immediately preceding the Local Competition. If there are no Local Competitions in the State, or if Delegate Applicant is an At-Large Delegate, she must be a full-time employee in the State for a period of thirty days (30) immediately preceding the date of State Competition. Such employment must be verified with this Application/Agreement by Delegate Applicant's employer declaring such status in writing or the Delegate Applicant must provide copies of pay stubs, W-2 forms, income tax filing, or other relevant documentation to prove full time employment status.
- 2.4.3. **Education Status for Competitions. Local Competition:** Delegate Applicant must be enrolled as a full-time student (full-time student status as determined by the school) at an accredited college or university located within the State by the day of the Local Competition. **State Competition:** Delegate Applicant and/or Titleholder must be enrolled as a full-time student (full-time student status as determined by the school) at an accredited college or university located within



the State by the first day of the State Competition. Delegate Applicant/Titleholder must provide proof of current full-time student status with this Application/Agreement, in the form of a copy of an official certified transcript or certification by the school registrar of enrollment. If Delegate Applicant/Titleholder is enrolled in an “online” educational program, then Geographic Eligibility shall default to the State where Delegate Applicant/Titleholder meets either the requirements for Bona Fide Residence or Employment.

2.4.3.1. A Delegate Applicant who won a Local competition and graduates before the State competition, but has met all other requirements under 2.4.3, will remain eligible to advance to the State/National competition(s).

2.5. Conflict of Interest Impacting Eligibility. To preserve the integrity of the selection process of all Competitions, the Delegate Applicant/Titleholder agrees that the following may have an undue influence on the judging and/or operation of competitions and therefore will, under certain circumstances, render the Delegate Applicant/Titleholder ineligible to compete during the time the conflict of interest exists. **The eligibility determination under these provisions will be made in the sole discretion of the State Organization whose judgment is absolute and binding.**

2.5.1. A Delegate Applicant/Titleholder is not eligible to compete in a Local, State, or National Competition if an Immediate Family Member(s) is on the judging panel for the immediate competition the Delegate is participating within. Immediate Family Member(s) are defined as parents, grandparents, aunts, great aunts, uncles, great uncles, nieces, nephews, and siblings, whether by whole or half blood, or by marriage, including stepchildren or adoption.

2.5.2. A Delegate Applicant is not eligible to compete in a Local or State Competition while an Immediate Family Member(s) is serving as Executive Director, Board Member, or any Officer Position for the immediate competition the Delegate is participating within, unless said Immediate Family Member has taken a leave of absence from service on the Board. Such eligibility determination shall be made prior to the date Delegate Applicant/Titleholder first signs this Application/Agreement. Such eligibility determination shall be within the sole discretion of the State Organization whose determination shall be final and binding.

2.5.3. Should an Immediate Family Member(s) have served in a position referred to above, the Immediate Family Member(s) must take a leave of absence within a time frame determined by the State Organization and provide notice in writing of the same prior to the time the Delegate Applicant is eligible to compete in her first Local Competition. If Locals are not held in the State where she competes, or said Delegate Applicant is an At-Large Delegate, such Immediate Family Member’s leave of absence and notice thereof must be given within a time frame established by the State Organization prior to the State Competition in which she intends to compete.



2.5.4. A Delegate Applicant may not be eligible to compete in any State Competition if an Immediate Family Member(s) serves as an employee of MAO or its affiliated organizations, or serves in any position that, in the sole discretion of MAO, has influence over the Competition and its judging.

2.5.4.1. Should an Immediate Family Member(s) have served in a position referred to in 2.5.4. above, the Immediate Family Member(s) must take a leave of absence and notify, in writing, the CEO of MAO, immediately after the State Competition (no less than seven days) in which the family member became its titleholder.

3. General Delegate Applicant/Titleholder Participation/Process Provisions

3.1. **Intent to Advance.** Local and State Organizations conduct Local Competitions, the winners of which advance to the Miss or Teen (State) Competition ("State Competition"). The State Competition winner shall represent the State at the Miss America or Miss America's Teen Competition (the "National Competition"). The Delegate Applicant acknowledges that should she win a Local Competition, she intends to participate in the State Competition, and if selected, compete at the National Competition. Should the State have no Local Competitions, or if the Delegate Applicant is an At-Large Delegate, the Delegate Applicant acknowledges should she win the State Competition, she intends to participate in the National Competition. Should Delegate Applicant be selected at one level and elect not to participate at the next highest level, Delegate Applicant acknowledges and asserts she will forfeit any Title(s) and all rights and privileges associated therewith. Should she forfeit the Title(s), another Delegate may assume the Title(s) and the rights associated therewith.

3.2. **Conduct of the Competition(s).** Delegate Applicant and/or Titleholder agrees that the format of the competition(s), whether virtual or in-person, is at the sole discretion of the State Licensee or Local Licensee. The Delegate Applicant and/or Titleholder acknowledges and agrees that the Local, State, and National Organization determine the manner and method of conducting, judging, and awarding of scholarships for the Competition(s) as directed by MAO in its sole discretion, which may change or be altered by MAO in its sole discretion at any time and without any notice to Delegate Applicant and/or Titleholder.

3.2.1. **Broadcast and Sponsorship of Competition.** The Delegate Applicant/Titleholder acknowledges and asserts that the Local/State/National Organization(s) make no representations that any Competition will be televised, live streamed, or broadcast either live or on a tape-delay basis. Neither the Local or State Organization make any representations one or more sponsors will sponsor the Competition(s) or that Delegate Applicant/Titleholder will personally or individually be involved in any specific appearance in any broadcast.

3.2.2. **Selection as State Runner-Up.** If the Delegate Applicant is selected at the State Competition as a runner-up to the State Titleholder and if the State Titleholder is unable to fulfill her role as State Titleholder, in the numerical order



of placement a runner-up may agree to assume all of the rights, obligations, and commitments of the State Titleholder's term at the Organization's discretion and without additional awards unless available.

3.3. **State Titleholder Duties and Term.** All Titles are awarded through a State and/or Local MAO licensee. The State Titleholder's "Term" shall begin when the Delegate is awarded her State Title and shall continue until her successor is chosen. Titleholder shall hold said State Title(s), under this Agreement, as well as the rules, regulations, and policies of the State Organization, and MAO until a successor is chosen, term expires, or breach of contract. Titleholder term may be shortened should she elect to relinquish the Title, or should she become ineligible to hold the Title, or should she be relieved or excused from her duties by the State, or National Organization, or any other changes affecting the titleholder term as determined by MAO in its sole discretion.

3.4. **Local Titleholder Duties and Term.** All Titles are awarded through a State and/or Local MAO licensee. The Local Titleholder's "Term" shall begin when the Delegate is awarded her Local Title and shall continue until the conclusion of the State competition. Titleholder shall hold said Local Title(s), under this Agreement, as well as the rules, regulations, and policies of the State Organization, and MAO until her term expires, or breach of contract. Titleholder term may be shortened should she elect to relinquish the Title, or should she become ineligible to hold the Title, or should she be relieved or excused from her duties by the Local, State, or National Organization, or any other changes affecting the titleholder term as determined by MAO in its sole discretion.

3.4.1. By signing this Agreement, the Delegate Applicant/Titleholder acknowledges the State or Local Organization, under license from MAO, has developed detailed policies, procedures, and standards that govern the activities and conduct of the Titleholder during her term. Delegate Applicant agrees, if selected as the Titleholder at the Local or State Competition(s), Delegate Applicant will serve as the Titleholder during her term making herself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions, social media posts, and other various commitments and events according to the terms of this Agreement. The Delegate Applicant/Titleholder agrees and acknowledges that her actions during her 'term' may not conflict with the mission, expressive messaging, brand identity and value of MAO. Delegate Applicant/Titleholder agrees that such actions will be reviewable by the Local, State and National Organization(s) in its/their sole discretion and its/their judgment on interference and/or conflict will be absolute and final.

3.4.2. **Membership in Unions.** When requested by the Local/State Organization(s), Delegate Applicant/Titleholder may agree to become a member or core-member of such unions or guilds as may be necessary for her to carry out an appearance. The State and/or Local Organizations shall be responsible for any cost associated with the membership fee.



- 3.5. **Change of Licensees.** The Titleholder understands and agrees that should a Local or State Organization no longer hold a license, her title and role responsibilities may be transferred to a new licensee. Until such time as a new Licensee may be selected, she will take direction from the State Organization or MAO as is warranted.

4. Intellectual Property Ownership, Rights, and Use

- 4.1. The Delegate Applicant/Titleholder understands the MAO has made substantial investments and developed a valuable identity for the unique titles, expressive messaging, marks, symbols, and elements of the overall National Organization and its Competitions at every level and have achieved national and international recognition for the same. Collectively, this intellectual property is known as the "Brand."

4.1.1. **Assigns:** The Delegate Applicant/ Titleholders assigns to the State or Local Licensee listed in Sections 1.1 and/or 1.2. above and to MAO, its affiliates, and its licensed organizations worldwide, royalty-free, perpetual, and irrevocable license to use her likeness and name in conjunction with the Brand at the Local, State, and National levels whether in audio, broadcast, print, digital, or any other medium, known or yet to be known, to be used by MAO, its affiliated organizations, its successors, and its licensees.

4.1.2. **Permanent License of Publication Rights and Ownership Rights.** Delegate Applicant/Titleholder authorizes the Local, through their licenses issued by MAO and the State Organization, and anyone duly licensed or authorized by same, before and during Competition(s) and during a Titleholder's Year of Service to: (1) televise, photograph, broadcast, and/or make radio, internet, television, video and audiotapes, social media posts, digital, or motion picture recordings of Delegate Applicant/Titleholder individually or in a group; (2) use or re-use such photographs, recordings, video and audiotapes, social media posts, digital media and/or motion picture films in all media throughout the world in perpetuity; and (3) use Delegate Applicant/Titleholder's name, likeness, and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion pursuant to MAO policies and regulations which, in its sole discretion, may change from time to time with no notice to the Delegate Applicant/Titleholder. Applicant Delegate/Titleholder also acknowledges that she will have no claim or right to any of the above in perpetuity.

- 4.2. **Titleholder Use of Marks and Copyrights.** The winner of the Local or State Competition(s) shall be designated "Miss Local", "Miss Local's Teen" or "Miss State", "Miss State's Teen" (hereinafter referred to as "Titleholder").

4.2.1. The Delegate Applicant/Titleholder does not own, have right to, or control, in any way, the titles, marks, symbols, crowns, sashes, social media accounts, or other property of the Local, State, or National Organizations or their respective Competitions. At any time during the Titleholder's "Titleholder Term" as defined herein, in the sole and exclusive judgment of the Local, State or National Organization, should Titleholder not meet her obligations or conduct herself in a manner that does not uphold the image of the Brand ("Brand"), she may be



advised to "cease and desist" the use of any titles, words, marks, symbols, crowns, social media accounts, or other properties associated with the Brand of the Local, State, or National Organization(s) and their respective Competitions. Should Titleholder be so notified, she understands and agrees she must immediately comply with such request and agrees the Organizations' decision shall be final and binding. Delegate Applicant/Titleholder acknowledges and agrees she will never use or authorize anyone else to use the words "Miss (Local)," "Miss (Local's) Teen", "Miss (Local) Competition," "Miss (Local's) Teen Competition", "Miss (Local) Organization," "Miss (State)," "Miss (State) Competition," "Miss (State) Organization," "Miss America," "Miss America Pageant," "Miss America Competition," or "Miss America Organization," "Miss America's Teen" , "Miss America's Teen Competition" or any similar or related phrase, in association with her, or to her financial gain, her name or likeness in any way without prior written approval from MAO. These provisions expressly survive the termination of this Agreement and shall be enforced by the Local, State, and National Organizations.

- 4.2.2. Delegate Applicant and/or Titleholder Activities while in "Official Capacity" may impact the Brand. "Official Capacity" is defined as wearing a Crown, Sash, or other similar brand identity of or to an MAO title currently or previously held or brand/title-related social media channels. To avoid an unsanctioned or the appearance of an unsanctioned endorsement, Delegate Applicants and Titleholders are not permitted to participate in an "Official Capacity" in any commercial sponsorship event, rally, or campaign event for a political campaign or political candidate. Should you as a Delegate Applicant and/or Titleholder have any questions as to whether it is acceptable for you to participate in an activity in an Official Capacity of the Brand, please contact your State Executive Director for guidance.

Further, any activities of the Delegate Applicant and/or Titleholder that, in the sole opinion of State Organization and/or MAO, may be damaging to the image, expressive messaging, mission, vision, goals, objectives, policies, brand identity and values of MAO, its State Organizations, National Partners, Sponsors, and the MAO Brand as a whole are not permitted. This includes activity on any social media platform. Such determination shall be made by MAO in its sole and absolute discretion. Delegate Applicant and/or Titleholder understands and agrees the judgment of MAO shall be determinative, final, and binding.

- 4.2.3. **Non-Disparagement.** Delegate Applicant/Titleholder states that she has not engaged in nor will she engage in conduct which adversely reflects on the Local, State, or National Organizations or is considered harmful to any such organizations, their reputation(s), or business activities, the determination of which is in the sole, absolute, and exclusive judgment of the State Organization and/or MAO. These actions include, but are not limited to the uttering or publishing of any disparaging comments, acts of harassment or bullying, statements to the media, social media postings, or actions taken to direct or



support such activity(ies) by others regarding or targeting Local, State, or National Organizations, affiliates, sponsors, partners, scholarship providers, volunteers, and/or staff. The State Organization and/or MAO reserves unto itself the sole discretion, absolute and exclusive judgment to determine if any Delegate Applicant/Titleholder has violated this provision and is therefore subject to Liquidated Damages as outlined in Section 4.2.4. below.

4.2.4. **Liquidated Damages.** It is mutually agreed that in the event this Agreement is breached by the Delegate Applicant and/or Titleholder that the Local, State, and National Organizations will suffer substantial damages which may not be possible to quantify with certainty. The Delegate Applicant and/or Titleholder acknowledges and agrees to the loss of Title and/or other awards of any type as liquidated damages together with any and all attorneys fees, costs, and expenses incurred by the Local, State, and or MAO. This does not include scholarship awards which are excluded from this definition of Liquidated Damages.

5. Participation Fees, Fund-Raising, Contractual Obligations and Impact on Eligibility; Release Process to Enter Other Competitions Under MAO or Otherwise, and Termination of Eligibility and/or Awards

5.1. **Participation Fees.** The Delegate Applicant acknowledges and asserts she is required to register to become an Official Member of The Miss America Organization, and to pay participation fees in order to be eligible to compete at various levels of Competition.

5.1.1. Delegate Applicant acknowledges that MAO will establish the requisite fee structure from time to time and the payment due dates for membership and participation eligibility at the Local and State Levels for both Teen and Miss in its sole discretion. Delegate Applicant agrees that any and all fees paid for membership and/or participation are not refundable for any reason.

5.2. **Delegate Applicant/Titleholder Scholarship Fundraising.** The Delegate Applicant/Titleholder acknowledges she may be encouraged or required to raise funds that support Miss America's Scholarships at the State and National levels. All funds raised must go through an official fundraising website designated by MAO. She must adhere to all procedures and policies of the fundraising site, the Local, State, and National Organizations, which may change from time to time with notice to the Delegate Applicant/Titleholder.

5.3. **Prior Contractual Commitments.** The Delegate Applicant/Titleholder asserts she does not have any legal obligations that would prevent or limit the Delegate Applicant/Titleholder's participation in the Local or State Competition, limit her ability to make appearances for the Local Organization, State Organizations, or National Organization during her term. The Delegate Applicant/Titleholder also asserts that she does not have any legal obligations that would impede her compliance with all rules, regulations, and conditions of the MAO. The Delegate Applicant/Titleholder acknowledges, understands, and agrees that she will not in any way endorse nor permit her 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 Local or State Organization(s), either as a Delegate Applicant/Titleholder or during her term unless the Local or State Organization approves such an endorsement or advertisement in writing.

5.3.1. The Delegate Applicant/Titleholder will inform the Local or State Organization if she has authorized any person, firm, corporation, or other entity to use her name, photograph, picture, or present or future title(s) that she holds or may hold, in connection with an endorsement to advertise any commercial product. Should a Delegate Applicant/Titleholder currently have a contract to endorse or promote a product, in which she was engaged prior to the signing of her first Delegate Applicant contract, the Delegate Applicant is to submit this agreement for review to her State Organization and MAO for conflict review. The right to deny eligibility of any Delegate Applicant/Titleholder to participate in any competition based on any conflict of interest due to prior contractual obligations is within the sole discretion of the Local, State, and/or National Organization whose judgment is absolute and binding.

5.4. **Other Competitions.** The Delegate Applicant represents that she is not, at the time of executing this Application/Agreement, a candidate, contestant, participant, or Titleholder in any other local, state, regional, national, or international Competition or State or Local preliminary Competition of a similar nature to the MAO Program nor under any contractual obligations to such other competitions. Similar nature is defined as programs in which a participant advances to regional, national, or international Competition(s) by winning local and/or state competition(s) and is awarded a title or crown. Delegate Applicants/Titleholders are allowed to perform or emcee at local/state fairs, festivals, or school events that may award titles but do not advance to another level of Competition.

5.5. **Renewal Of Term following State Competition.** If Delegate Applicant wins her Local Competition(s), she will continue to hold the Title throughout the year until the day after the State competition when her local term expires. However, after competing in the State Competition, the Delegate Applicant may opt to remain as the local titleholder, by providing written notice to her Local Executive Director within seven (7) days of completion of the State Competition. If the Delegate Applicant does not opt to remain as the local titleholder, then she shall cease and desist use of her local title, crown, sash, and other affiliations as the prior local titleholder at the expiration of said 7-day period.

5.5.1.

5.6. **Termination of Eligibility and/or Awards.** Delegate Applicant/Titleholder understands and agrees that if any of the representations or statements made in this Application/Agreement or any of its attachments/exhibits is determined by the Local, State, and National Organization(s) to be false at any time after executing this Application/Agreement, including during her term if chosen as a Titleholder, or if any of the facts herein should change and Delegate Applicant/Titleholder fails to report any such change(s) in writing immediately to her Local, State or National Organization(s), in its/their sole discretion, it/they can limit or prevent Delegate Applicant/Titleholder from



further participation in the Program, including terminating Delegate Applicant/Titleholder's term. In such event, all titles, awards, and grants or perquisites of Delegate Applicant/Titleholder shall be terminated and forfeited, subject to the provisions of this Application/Agreement, its Attachments, Exhibits, and/or Addendums.

5.6.1. **Scholarship Grants and Forfeitures.** Delegate Applicant/Titleholder understands and agrees the grant of scholarships by the Local or State Organization is subject to the terms and conditions of Local/State Scholarship Rules and Regulations and/or the Terms and Conditions of the MAO Scholarship Rules and Regulations.. Delegate Applicant/Titleholder agrees MAO is not responsible nor liable for any scholarship awards granted by the Local and/or State Organizations.

5.6.2. **Scholarship Rules and Regulations.** Any Delegate Applicant/Titleholder awarded a scholarship granted by MAO, through MAO via any such organization contracting with MAO to administer scholarship dollars shall be subject to the "Rules and Regulations" as well as the "Terms and Conditions" (hereafter Rules and Regulations) of the scholarship agreements of MAO, and their respective designees.

6. General Provisions

6.1. **Attorney Review of Agreement.** The Delegate Applicant/Titleholder acknowledges she has been given a sufficient opportunity to review this Application/Agreement and its attachments. The Delegate Applicant/Titleholder acknowledges that she has also had the opportunity to consult with legal counsel of her choosing and had the opportunity for her legal representative to answer any legal questions. Delegate Applicant/Titleholder acknowledges and understands this Application/Agreement and its attachments are a legally binding document, and once executed, submitted, and accepted, the Delegate Applicant/Titleholder has agreed to be bound by its terms.

6.2. **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Florida, without respect to its principles of conflicts of laws.

6.3. **Governing Venue.** This Agreement will be governed by and will be construed, interpreted, and enforced under the laws of the State of Florida, without reference to principles of conflicts of law. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, will be determined solely by arbitration as defined in section 6.4.

6.4. **Arbitration.** Any unresolved disagreement from any ruling following the MAO grievance procedure, the losing party may elect arbitration and shall be enforceable under the Uniform Arbitration Act, as Amended by Florida Law. If the parties cannot agree on an arbitrator, then either party may seek appointment of an arbitrator by a Judge of competent jurisdiction. The arbitrator's judgment on the award shall be entered into by any Court of competent jurisdiction, and the decision of the arbitrator shall be a condition precedent to legal rights. The losing party shall pay both parties' attorneys' fees, the Arbitration Fees and expenses, as well as Expert Witness fees and expenses, and costs.



- 6.5. Severability.** The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.
- 6.6. Entire Agreement; Enforceability.** This Agreement and its Exhibits, Attachments, and Addendums and the terms referenced herein contain the entire Agreement between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance inconsistent with any of the terms hereof.
- 6.7. Amendments.** MAO shall be the only party allowed to amend or revise this Agreement.
- 6.8. No Waiver.** No failure or delay by a Local, State, and National Organization, in exercising any right, power, or privilege under this Agreement will operate as a waiver of any right, power, or privilege of that party hereunder. No waiver by a Local, State, or National Organization, of any breach by the other party on any one occasion will constitute a waiver of any subsequent or other breaches by the other party. No single or partial exercise by a Local, State, or National Organization of any right, power, or privilege will preclude the further or full exercise thereof.



[SIGNATURE PAGE]

AFFIDAVIT OF DELEGATE

On the basis of all of these statements and agreements, I request this Application and Contract be accepted for me to participate as a Delegate in the State or Local Competition. If this Application and Contract is accepted, I agree to comply with all of the terms and conditions of this Application and Contract, together with its attachments. If applicable, I understand that I have entered into a contract with the Local program(s) named below on the subsequent page(s), and if named the Local program's titleholder, the State Organization listed section 1.1 and in the signature line.

If I am a minor signing this Agreement, I agree to affirm this Agreement upon turning age 18.

IN WITNESS WHEREOF, Delegate/Titleholder states that the statements made in this Application and Agreement, its Exhibits, Attachments and Addendums are accurate and true on this _____ day of

_____, _____
(month)

PRINT DELEGATE NAME

DELEGATE SIGNATURE

STATE/LOCA ORGANIZATION LEGAL NAME

AUTHORIZED STATE, LOCAL DIRECTOR OR PRESIDENT SIGNATURE

PRINT AUTHORIZED SIGNATORY NAME



ELECTRONIC SIGNATURE BY DELEGATE IS PERMITTED

[SIGNATURE PAGE for PARENT/LEGAL GUARDIAN FOLLOWS, IF APPLICABLE]

[SIGNATURE PAGE]

Signature of Parent or Legal Guardian

Only to be completed by the Parent(s) or Guardian (s) of a Delegate who is not yet eighteen (18) years of age on the date of this Agreement

Parent or Guardian

I, the undersigned parent or legal guardian of _____, who is the Delegate named in this Application and Agreement, of qualified age and according to law, upon my oath depose and say:

- 1. I have read, and I understand the provisions of this Agreement, its Attachments, and Addendums. To the best of my knowledge, information, and belief, all of the factual statements made in this Agreement by the Delegate are true.
- 1. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Agreement.
- 2. I consent to the execution of this Agreement by the Delegate.
- 1. On behalf of the Delegate, I agree to the terms and conditions of this Application and Agreement, its Exhibits, Attachments and Addendums.

I do hereby swear that the statements made in this Application and Agreement, its Exhibits, Attachments, and Addendums are true.

Agreed this _____ day of _____ (month), _____ (year).

PRINT PARENT/LEGAL GUARDIAN NAME

PARENT/LEGAL GUARDIAN SIGNATURE



Exhibit A

HEALTH NOTIFICATIONS AND/OR REQUEST FOR ACCOMMODATIONS

On this document, please identify any health issues you have that need accommodations. Please identify in detail the accommodation(s) requested.