



(Delegate-Print Name)

DELEGATE CONTRACT

**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 Jacksonville State University (“Organization”), a corporation organized under the laws of the State of Alabama is a licensee of Miss America IP LLC, the owner and/or holder of all trademarks and copyrights associated with The Miss America Organization (“MAIP” or “National Organization”). MAIP provides State and Local organizations licenses to conduct State or Local competitions under the direction and supervision of the National Organization. The State and Local organizations both operate competitions within the State pursuant to the mission, vision, and policies of MAIP, which may change from time to time with no notice to the Delegate or Titleholder.

1.2. Delegate Applicant or Titleholder, whichever is applicable, but hereinafter referred to as “Applicant” declares all Eligibility Requirements set forth herein are met by her for entry into The Miss Jacksonville State University Competition. Applicant 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.

1.2.1. **Independent Contractor Status.** The Applicant acknowledges and asserts that should she become a Titleholder, she will not become an employee of the Organization, including the local, state and national 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 Applicant and the Organization (including a local, state or national organization of Miss America), 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 Applicant to Participate in Competition(s) and Applicant’s Contractual Obligations

2.1. **Acknowledgement.** The Applicant acknowledges by signing this Agreement her eligibility may be subject to review at each level of the 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. Applicant authorizes the Organization or National Organization, at their sole discretion, to release and publicly comment upon any truthful information concerning Applicant’s eligibility to compete or participate in the Competition(s), or to complete during her titleholder term.



- 2.2. **National Competition.** The Applicant asserts that she has never competed in a Miss America National Competition.
- 2.3. **Universal Eligibility Requirements for every level of Competition, i.e. Local, State and National Competition(s).**
 - 2.3.1. **The Applicant must maintain her eligibility.** The Applicant must maintain her eligibility throughout the completion of the State competition.
 - 2.3.2. **The Applicant must be a Citizen of the United States of America.** Applicant must provide proof of Citizenship with this Application in one of the following forms:
 - 2.3.2.1. Applicant’s Certified Birth Certificate
 - 2.3.2.2. Applicant’s United States Passport
 - 2.3.2.3. Applicant’s Naturalized Citizenship Certification
 - 2.3.3. **Eligibility by Age.** The eligible age ranges for any “Miss” or “Miss Teen” Applicant for Competitions at every level is based upon their birth years. To become a participant in the 2025 “Miss” Cycle, Applicants must have been born during the years of 1996 through 2006, inclusive. To become a participant in the 2025 “Miss Teen” Cycle, Applicants must have been born during the years 2006 through 2010, inclusive. Applicants are not permitted to participate in both the Miss and Miss Teen competitions in the same Cycle year. The birth year requirements shall increase by 1 year for every new Cycle year thereafter. The Applicant is currently _____ years of age and was born on _____.
 - 2.3.4. **Proof of Age Requirement.** Applicant must provide proof of age with this Application in one of the following forms:
 - 2.3.4.1. Applicant’s Certified Birth Certificate
 - 2.3.4.2. Applicant’s Valid Driver’s License
 - 2.3.4.3. Applicant’s Valid Driver’s Learner Permit
 - 2.3.4.4. Applicant’s Valid State Identification
 - 2.3.4.5. Applicant’s Passport
 - 2.3.5. **Personal Characteristics.**
 - 2.3.5.1. **Sex.** The Applicant must be a Female. “Female” means a born female or an individual who has fully completed Sex Reassignment Surgery via Vaginoplasty (from male to female) with supporting medical documentation.
 - 2.3.5.2. **Marital Status.** The Applicant is not now, nor will get married during the Cycle or her titleholder term. The Applicant understands that should she marry during the Cycle or 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 Applicant asserts she is not now pregnant. The 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 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 Applicant has never been convicted of a criminal offense, other than a minor traffic offense, and no criminal charges are pending against her. The 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 participant, delegate, or titleholder. The Applicant acknowledges that should she be charged with a criminal offense she is responsible for reporting this to the Organization within five (5) business days. The Applicant has the right to appeal any decision declaring her ineligible hereunder to the National Organization through the legal counsel of her choice. Any decision by the National Organization will be final and binding.
- 2.3.5.5. **Health.** Applicant 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 Organization will work with the Applicant to provide reasonable accommodations that do not create an unfair competitive advantage not afforded to all Applicants. If applicable to the Applicant, please provide information detailing the health condition and any requested accommodations on **Exhibit “1”**.
- 2.3.5.6. **Substance Abuse.** The Applicant 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 Applicants in Local and State Competitions.** Upon proof that Applicant meets each of the Universal Eligibility Requirements set forth in 2.3 above, the 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 Applicant is claiming Geographic Eligibility to compete in the State or Local Organization's Competition in the State of Alabama _____ and/or the City or County of _____, she must be a legal resident of that State and/or City/County for at least sixty days (60) prior to competing in the Competition. If 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 Applicant's parent:
- 2.4.1.1. Current voter registration card in Applicant's name.
 - 2.4.1.2. Current lease in Applicant's name for housing in the State and/or Local area.
 - 2.4.1.3. Current utility bill in Applicant's name for address within the State and/or Local area.
 - 2.4.1.4. Current vehicle registration in Applicant's name issued from the applicable State.
 - 2.4.1.5. Federal student loan correspondence or notices on which Applicant is named primary or secondary in the applicable State.
 - 2.4.1.6. If 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 Applicant's parent.
 - 2.4.1.7. Notwithstanding the above, and in the absence of the above documentation, the Applicant may still be determined to be eligible based upon geographic eligibility, if in the sole discretion of the organization, it finds other documents acceptable to establish residency.
- 2.4.2. **Employment Status.** If Applicant is claiming Geographic Eligibility based on Employment Status for Local or State Competitions, 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 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 Applicant's employer declaring such status in writing or the 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: 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:** 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 first day of the State Competition. Applicant must provide proof of current full-time student status with this Application, in the form of a copy of an official certified transcript or certification by the school registrar of enrollment. If Applicant is enrolled in an “online” educational program, then Geographic Eligibility shall default to the State where Applicant meets either the requirements for Bona Fide Residence or Employment.

2.4.3.1. An 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 Applicant 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 Applicant 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. An Applicant is not eligible to compete in a Local, State, or National Competition if an Immediate Family Member is on the judging panel for the immediate competition the Applicant is participating within. Immediate Family Member is 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. An Applicant is not eligible to compete in a Local or State Competition while an Immediate Family Member is serving as Executive Director, Board Member, or any Officer position for the immediate competition the Applicant 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 Applicant first signs this Application/Agreement. Such eligibility determination shall be within the sole discretion of the Organization whose determination shall be final and binding.

2.5.3. Should an Immediate Family Member have served in a position referred to above, the Immediate Family Member must take a leave of absence within a time frame determined by the Organization and provide notice in writing of the same prior to the time the Applicant is eligible to compete in her first Local or State Competition. If Local Competitions are not held in the State where she competes, or said 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 Organization prior to the State Competition in which she intends to compete.



2.5.4. An Applicant may not be eligible to compete in any State or Local Competition if an Immediate Family Member serves as an employee of MAIP or its affiliated organizations, or serves in any position that, in the sole discretion of MAIP, 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 must take a leave of absence and notify, in writing, the CEO of MAIP, immediately after the State or Local Competition (no less than seven days) in which the family member became its titleholder.

3. General Applicant/Titleholder Participation/Process Provisions

3.1. **Intent to Advance.** Local 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 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 Applicant is an At-Large Delegate, the Applicant acknowledges should she win the State Competition, she intends to participate in the National Competition. Should Applicant be selected at one level and elect not to participate at the next highest level, Applicant acknowledges and asserts she will forfeit any Title(s) and all rights and privileges associated therewith. Should she forfeit the Title(s), another Applicant-Participant may assume the Title(s) and the rights associated therewith.

3.2. **Conduct of the Competition(s).** Applicant and/or Titleholder agrees that the format of the competition(s) is at the sole discretion of the Organization and National Organization. The Applicant and/or Titleholder acknowledges and agrees that the Local, State, and National Organizations determine the manner and method of conducting, judging, and awarding of scholarships for the Competitions as directed by MAIP in its sole discretion, which may change or be altered by MAIP in its sole discretion at any time and without any notice to Applicant and/or Titleholder. Virtual competitions may not be held in lieu of in-person competitions, nor as a way to "screen" at large delegates, unless all qualified delegates were to be accepted as at large.

3.2.1. **Broadcast and Sponsorship of Competition.** The 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. Organization makes no representations that one or more sponsors will sponsor the Competition(s) or that 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 Applicant is selected at the State or Local Competition as a runner-up to the State or Local Titleholder and if the State or Local Titleholder is unable to fulfill her role as State or Local Titleholder, in the numerical order of placement a runner-up may agree to assume all of the rights, obligations, and commitments of the State or Local 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 MAIP licensee. The State Titleholder's "Term" shall begin when the Applicant-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 MAIP 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 MAIP in its sole discretion.
- 3.4. **Local Titleholder Duties and Term.** All Titles are awarded through a State and/or Local MAIP licensee. The Local Titleholder's "Term" shall begin when the Applicant-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 Local Organization and MAIP 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 or National Organization, or any other changes affecting the titleholder term as determined by MAIP in its sole discretion.
- 3.4.1. By signing this Agreement, the Applicant/Titleholder acknowledges the State or Local Organization, under license from MAIP, has developed detailed policies, procedures, and standards that govern the activities and conduct of the Titleholder during her term. Applicant agrees, if selected as the Titleholder at the Local or State Competition(s), 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 Applicant/Titleholder agrees and acknowledges that her actions during her 'term' may not conflict with the mission, expressive messaging, brand identity and value of the National Organization. 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 Organization or MAIP, 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 or Local



Organization 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 MAIP as is warranted.

4. Intellectual Property Ownership, Rights, and Use

4.1. The Applicant/Titleholder understands the MAIP 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 has achieved national and international recognition for the same. Collectively, this intellectual property is known as the "Brand."

4.1.1. **Assigns:** The Applicant/Titleholder assigns to the Organization listed in Sections 1.1 and/or 1.2. above and to MAIP, 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 MAIP, its affiliated organizations, its successors, and its licensees.

4.1.2. **Permanent License of Publication Rights and Ownership Rights.** Applicant/Titleholder authorizes Organization, through its licenses issued by MAIP, and anyone duly licensed or authorized by same, before and during Competitions 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 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 Applicant/Titleholder's name, likeness, and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion pursuant to MAIP policies and regulations which, in its sole discretion, may change from time to time with no notice to the Applicant/Titleholder. 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 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, 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 Organization's or National Organization's decision shall be final and binding. 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 MAIP. These provisions expressly survive the termination of this Agreement and shall be enforced by the Local, State, and National Organizations.
- 4.2.2. 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 MAIP title currently or previously held or brand/title-related social media channels. To avoid an unsanctioned or the appearance of an unsanctioned endorsement, 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 an 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 the Organization for guidance.

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



- 4.2.3. **Non-Disparagement.** 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 Organization and/or MAIP. 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 Organization and/or MAIP reserves unto itself the sole discretion, absolute and exclusive judgment to determine if any 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 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 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 MAIP. 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 MAIP or Otherwise, and Termination of Eligibility and/or Awards
- 5.1. **Participation Fees.** The Applicant acknowledges and asserts she is required to register to become an Official Member of The Miss America/Miss America's Teen organizations, and to pay participation fees in order to be eligible to compete at various levels of Competition.
- 5.1.1. Applicant acknowledges that MAIP 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. Applicant agrees that any and all fees paid for membership and/or participation are not refundable for any reason.
- 5.2. **Applicant/Titleholder Scholarship Fundraising.** The Applicant/Titleholder acknowledges she may be encouraged or required to raise funds that support Miss America's Scholarships at the Local, State and National levels. All funds raised must go through an official fundraising website designated by MAIP. 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 Applicant/Titleholder.



- 5.3. **Prior Contractual Commitments.** The Applicant/Titleholder asserts she does not have any legal obligations that would prevent or limit the Applicant/Titleholder's participation in the Local or State Competition, limit her ability to make appearances for the Local Organization, State Organization, or National Organization during her term. The 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 MAIP. The 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 an Applicant/Titleholder or during her term unless the Local or State Organization approves such an endorsement or advertisement in writing.
- 5.3.1. The Applicant/Titleholder will inform the 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 an Applicant/Titleholder currently have a contract to endorse or promote a product, in which she was engaged prior to the signing of her first Applicant contract, the Applicant is to submit this agreement for review to her Organization and MAIP for conflict review. The right to deny eligibility of any 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 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 MAIP 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. 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 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 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 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.



5.6. **Termination of Eligibility and/or Awards.** 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 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 Applicant/Titleholder from further participation in the Program, including terminating Applicant/Titleholder's term. In such event, all titles, awards, and grants or perquisites of 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.** 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 MAIP Scholarship Rules and Regulations. Applicant/Titleholder agrees MAIP 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 Applicant/Titleholder awarded a scholarship granted by MAIP, through MAIP via any such organization contracting with MAIP 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 MAIP, and their respective designees.

5.6.3. **Competing Programs.** Applicants/Titleholders who participate in a Competing Program other than the Miss America / Miss America Teen organization, will be ineligible to compete with the Miss America / Miss America Teen Scholarship Program at either the local competition or state competition unless she has resigned in writing from the competing program to participate in Miss America/Miss America's Teen. This ineligibility rule may be modified by MAIP in its sole discretion.

6. General Provisions

6.1. **Attorney Review of Agreement.** The Applicant/Titleholder acknowledges she has been given a sufficient opportunity to review this Application/Agreement and its attachments. The 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. Applicant/Titleholder acknowledges and understands this Application/Agreement and its attachments are a legally binding document, and once executed, submitted, and accepted, the 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 MAIP 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.** MAIP 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.



AFFIDAVIT OF APPLICANT

On the basis of all of these statements and agreements, I request this Application and Contract be accepted for me to participate as an Applicant and/or 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 Organization named below on the subsequent page.

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

IN WITNESS WHEREOF, Applicant/Titleholder states that the statements made in this Application and Agreement, its Exhibits, Attachments and Addendums are accurate and true on this ____ day of MAY, 2023.

PRINT APPLICANT NAME

APPLICANT SIGNATURE

STATE/LOCAL ORGANIZATION LEGAL NAME

AUTHORIZED STATE, LOCAL DIRECTOR, OR OFFICER SIGNATURE

PRINT AUTHORIZED SIGNATORY NAME



ELECTRONIC SIGNATURE BY APPLICANT IS PERMITTED

Signature of Parent or Legal Guardian

Only to be completed by the Parent(s) or Guardian (s) of an Applicant 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 Applicant 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 Applicant are true.
2. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Agreement.
3. I consent to the execution of this Agreement by the Applicant.
4. On behalf of the Applicant, 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 OFFICIAL MAIP SOCIAL MEDIA AGREEMENT

Titleholder’s Printed Name:

This AGREEMENT is made on this ____ day of _____, 20____ by and between _____ (herein referred to as “titleholder”) and Miss America and/or Miss America’s Teen organizations, MISS AMERICA IP, LLC (“MAIP”).

NOW THEREFORE, it is agreed and understood as follows:

1. MAIP owns and operates the rights to all official Miss America/Miss America's Teen social media for State/Local accounts on such platforms as Facebook, Instagram, TikTok, Twitter, and any use of future National/State/Local IP deployed on other platforms such as BeReal, Pinterest, LinkedIn.

During the course of the titleholder term, at the National/State/Local leadership direction and approval, the titleholder shall have access to the official social media accounts, make posts - some at the direction of the National/state/local director - and may insert her personal name and @ into the approved section of such platforms as outlined in the official Miss America Social Media Guide.

a) Approval for format and type of posts will come at the direction of the National/State/Local leadership, following the Official MA Social Media Guide. All content including photos, videos, captions, and tags must meet Social Media Guidelines.

b) No changes may be made to any of the official titleholder social media with respect to followers, logo profile photos, reels cover photos, passwords, and permanent posts from previous titleholders without approval of National/State/Local director.

c) ONLY the name of the title such as ‘Miss XYZ’ or ‘Miss XYZ’s Teen’ or ‘Miss XYZ Organization’ may be the official name of the account. All description of current titleholder must reside in the area provided as BIO or Description.

2. Any post endorsing a business or individual must only be for official sponsors, unless approved in advance by National/State/Local leadership.

3. The titleholder is expected to share a minimum 3-5 times per week. Suggested best practices are to include daily stories where applicable on the official social media accounts for the duration of the term, and to abide by requests from MAIP to engage in partnership programs.

4. All posts that are made referencing content, sash, crowns or other related brand material will first be made on the official accounts, before being shared on any personal social media.

5. All collaborative posts will originate from the Official Accounts.

6. At no point will a titleholder engage in, promote, or host a charitable fundraiser on official social media accounts without prior approval from the MAIP unless the program is initiated by National/State/Local leadership.



7. Titleholder understands that upon becoming the Ambassador for National/State/Local programs, the general public does not differentiate between personal social media accounts and official social media accounts. The titleholder's name and title will always be connected, so it is understood that any posting, liking, engagement on personal accounts will be composed with the title in mind and with the best judgment, positive impact, and utmost integrity.

8. The Miss America/Miss America's Teen organization / MAIP are not political organizations. Because the Miss America brand represents all American citizenry, it does not allow political endorsements or comments on political topics on social media by the titleholder.

9. Deadlines must be met when titleholder is requested to make specific sponsor-related, or posts required by MAIP. Titleholder understands that timelines around social media posts dictate the value to the sponsor and/or to the corresponding client.

10. Titleholder understands that any music used in social media posts must be licensed from a royalty-free catalog. It is the titleholder's responsibility to obtain permission to use the music before it is used on social media. Any conflict or dispute arising from using copyright works is the personal responsibility of the titleholder.

If in any instance, there is a failure to comply with the terms of this contract, MAIP will provide a written warning. Following written warning, if the before mentioned action continues, MAIP and/or State/Local Leadership reserves the right to take the appropriate measures to bring the social media back to approved standards and guidelines.

Titleholder's Printed Name:

Titleholder's Signature:

Printed Name of Guardian if Titleholder is under 18:

Guardian's Signature if Titleholder is under 18: