

2019 MAO STATE AND LOCAL CANDIDATE CONTRACT

THE MISS _____ ORGANIZATION
(STATE)

Application and Contract for Participation in a State or Local Competition

CANDIDATE NAME: _____

Section 1: Introduction

1.1. The Miss _____ Organization (hereinafter referred to as “State Organization”) is a non-profit corporation organized under the laws of the State of _____ . State Organization has operated a program offering scholarship assistance and career opportunities for the young women within the State. In doing so, State 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 “Candidates”); and (3) enabling the Candidates to serve as role models for other young women with similar goals and personal characteristics.

1.2. State Organization intends to conduct a Miss (State) Competition to select a candidate to represent the State in the National Miss America Competition (the “State Competition”). 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. State Organization, in its sole discretion, may select persons and/or entities within the State (“Local Organizations”) to conduct local competitions consistent with the rules and standards established by MAO for the State Competition (“Local Competitions”) for the selection of candidates to compete in the State Competition.

1.4. The winner of the Competition(s) shall be designated “Miss (Local/State)” (hereinafter referred to as “Titleholder”) and shall be entitled to that title until her successor is named at the competition held in the following year. During this period (the “Year of Service”), the duties of Titleholder may include travel and participation in personal appearances throughout the State. These activities are designed, scheduled, arranged, and supervised by the State or Local Organization in order to reflect the values and standards of the Program and to enhance its visibility and maintain its broad public acceptance. State Organization has also developed detailed procedures that govern the activities and conduct of the Titleholder 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.

1.5. In seeking to participate in the competition, each Candidate must understand and accept the requirements of the Program, including the rules for the Candidates and the guidelines and limitations that will be applicable to her activities during her Year of Service if she is selected as the Titleholder. In addition, each Candidate must understand and accept that the State or Local Organization’s approval of the Candidate’s participation in the competition and, if selected,

service as the Titleholder will be specifically based upon the representations and agreements in this Application and Contract, its attachments and the continued compliance with all of the regulations of the Program. In such regard, I acknowledge that my ability to compete in the competition shall be subject to review at each level of competition that I enter and that the determination of my eligibility to compete in the competition shall not in and of itself be the basis of my eligibility to compete in the Local, State, and/or National Finals.

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

Section 2: Eligibility of Candidate to Participate

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

2.2. Age. I am currently _____ years of age. I was born on _____, _____. I understand that, in order to be eligible to compete, I:

(1) Must be at least eighteen (18) years of age as of July 31st in the calendar year of the State Competition in which I compete;

(2) Must be at least a high school graduate or equivalent by July 31st in the calendar year of the State Competition in which I compete; and

(3) Must not be older than twenty-five (25) years of age as of the last day in the calendar year of the State Competition in which I compete (December 31st)

I will be _____ years of age on December 31, 2019 and confirm that I will not be older than the twenty-five (25) year age requirement. A copy of my birth certificate and a copy of my driver's license or a government issued identification card are included with Attachment A, the Supplemental Fact Sheet.

For the avoidance of doubt, I cannot turn twenty-six (26) years of age at any time during the calendar year (through December 31st) in which I will compete at state or national. For the avoidance of doubt, 13 to 17 year old high-school graduates, as well as 18 year old non-graduates as of July 31st, must compete at MAOTeen level.

2.3. Residence. I understand that, in order to compete in the State or Local Competition in anticipation of this year's National Finals, I must either: (1) reside in; (2) be enrolled in and physically attending classes on a full-time basis at an accredited college or university in; or (3) be employed on a full-time basis in the State which I intend to represent in the National Finals.

2.3.1. Residency Status. If I am claiming eligibility to compete in the State or Local Organization based upon my residence in the respective _____ (state) or _____ (city), I must be a resident of that _____ (state) or _____ (city) for at least six (6) months prior to competing in the State or Local Competition or, only if Locals are not held in the state where I'm competing, at

least six (6) months prior to the State Competition AND I MUST CONTINUE TO BE A RESIDENT. Residence is defined as the primary address where I physically live and have established verification of residency through my driver's license, automobile registration, property mortgage or lease in my name, tax filings, etc. **I currently reside at:**

Street Address: _____
Apt./Suite: _____
City: _____
State/Zip: _____

I have resided at this address since _____. I have included with Attachment A, Supplemental Fact Sheet, a copy of my driver's license or a government-issued identification card, and proof of this residency in the form of _____ (driver's license, automobile registration, current property mortgage or lease in my name, or other official document establishing residency). If my residency at this location was established within the six (6) months preceding the State or Local Competition in which I am competing, **my last previous residence was:**

Street Address: _____
Apt./Suite: _____
City: _____
State/Zip: _____

I lived at that address from _____, _____ (date) to _____, _____ (date). If requested, I agree to provide the State or Local Organization with any additional information or documents within five (5) business days of the request to determine my residency in the State or Local, if my residence is relevant to my eligibility. I fully understand that additional proof of residency may be requested and include, but not limited to, a property mortgage or lease in my name, utility bills, automobile registration, tax filings, voter registration card, etc.

2.3.2. Student Status. If I am claiming eligibility to compete based upon my status as a student in the State or Local Organization in which I am competing, I must: (a) have 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 or local in which I am competing; or (b) have graduated from an accredited college or university in the state or local in which I am competing between the date of this Application and Contract and the first day of the State Competition in which I am competing in anticipation of this year's National Finals. For purposes of this Section 2.3.2., I understand that my physical attendance of classes in the state or local 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 or local in which I am competing. Please check and fill in all that apply:

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

2.3.2.2. I am currently enrolled at _____ College/University in the City of _____, State of _____, where I am presently attending classes in

_____ accredited courses. I represent and warrant that I am considered a “full-time student” by the college or university that I attend and that I am physically attending classes in the state or local in which I intend to compete. I have attached to the Supplemental Fact Sheet an official copy of a registration form from the school that shows this enrollment.

() **2.3.2.3.** I received a _____ degree from _____ College/University in the City of _____, State of _____ in _____ (month/year). I have attached a copy of this degree or an official College/University transcript, indicating the degree awarded, to the Supplemental Fact Sheet.

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

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

() **2.3.2.6.** I received a _____ graduate degree from _____ Graduate School in the City of _____, State of _____ in _____ (month/year). I have attached a copy of this degree or an official College/University transcript, indicating the degree awarded, to the Supplemental Fact Sheet.

2.3.3. Employment Status. If I am claiming eligibility to compete in the State or Local Organization based on my employment, even though I am not a resident of the state or geographic boundary in which I am competing, I am and have been a *bona fide* full-time employee working in the state or geographic boundary [employed by one or more employers and physically working either: (a) in the state or geographic boundary for at least forty (40) hours per week; or (b) working in the state or geographic boundary full-time as defined by my employer, but in no event less than thirty-two (32) hours per week]. Such employment and hours must be verified by my employer(s) for a continuous period of at least twenty-six (26) consecutive weeks immediately preceding the date of my first State or Local Competition. In addition, to remain eligible, I must maintain such employment through the completion of the Local Competition, State Competition, and, subsequently, the National Finals.

Name of Current Employer: _____

Address of Employer: _____

Phone Number of Employer: _____ () _____

Nature of Position: _____

Dates of Employment: _____ to _____

If requested, I agree to provide the State or Local Organization with any additional information or documents that may be required within five (5) business days of the request to determine my employment in the state or local 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 July 31st immediately preceding the National Finals. Please check and fill in all that apply:

2.5.1. I received a High School diploma in _____ (month/year) from _____ High School in the City of _____, State of _____.

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

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

2.6. Personal Characteristics. I understand that in order to be eligible to compete in the State or Local Competition, I hereby certify to the Personal Characteristics set forth in this section:

2.6.1. Gender. I am a female.

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

2.6.3. Parental Status. I am not now pregnant, nor do I intend to become pregnant during my Year of Service. I am not a parent, or the adoptive parent of any child, nor will I become a parent or the adoptive parent of any child during my Year of Service. I understand that if I become pregnant or become the adoptive parent of a child during my Year of Service, I am no longer eligible to participate or compete in any State or Local Competition, the Miss America Competition, or hold any title as the Titleholder.

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 State or Local Organization as contrary to the GOALS AND OBJECTIVES of the Miss America Program or its elements as described in Paragraph 1.1 of this contract and as determined by MAO in its sole and absolute discretion.

2.6.5. Criminal Record. I have not been charged with multiple minor or petty offenses in the last twenty-four (24) 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. Any decision by MAO will be final and binding.

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

2.6.6.1. Disparagement. I understand if I have engaged or will engage in conduct, in the sole or exclusive judgment of Local, State, or National Organizations, which adversely reflects and considered harmful to Local, State, or National's reputation, including the uttering or publishing of any disparaging comments regarding Local, State, National, affiliates, sponsors, volunteers, or participants in the *Miss America* Program; and/or fail to present communications to members of the public in a professional manner to maintain and enhance the Miss America Program's broad public acceptance, and in order to prevent damage to its business or reputation, I may be dismissed from competing and/or from holding a title in the program.

2.6.7. Health. I am in good health and can, to the best of my knowledge, participate fully in any and all Program activities. Any current medical condition or disability will not impede my ability to participate and compete in all activities of the State or Local Competition, complete my Year of Service, or fulfill my obligations under this Application and Contract, or require unreasonable or exceptional assistance as determined solely by the State or Local Organization. Any accommodations approved by the State or Local Organization will be my sole responsibility, including, but not limited to financial responsibility, nor should such accommodation create a benefit or advantage not afforded to all candidates. Upon the request of the State or Local Organization, I will provide or cause my health care provider(s) to provide the State or Local Organization with all or a portion of my health care records as necessary to verify the accuracy of this representation.

2.6.8. Substance Abuse. I do not use or consume any illegal or controlled substances other than those obtained pursuant to a valid prescription and taken according to the directions of a licensed health care professional. I do not abuse the use of alcohol, prescriptive drugs, or other dangerous substances.

2.6.9. Family Members. Any immediate family member who has served in any capacity, including as a volunteer, candidate prep coach, or competition judge, on the state or local board of the licensed state organization or the national organization must have formally resigned at least six (6) months prior to the time that I am eligible to compete in my first local competition or, if locals are not held in the state where I competed, at least six (6) months prior to the state competition in which I intend to compete this year. This restriction includes the volunteering, serving as a candidate prep coach, or as a competition judge of a candidate's immediate family member in the "Outstanding Teen" or "Princess" or "Princess-like" programs in the licensed state. Immediate Family is defined as parents, grandparents, aunts, great aunts, uncles, great uncles, and siblings, whether by whole or half blood, or by marriage, including step-children, adoption, or natural relation. However, I am eligible to enter in a state organization and a licensed state's local organization if an immediate family member serves in any capacity in a different licensed state organization, other than a judge.

2.7. Contractual and Other Obligations.

2.7.1. National Service Platform Requirement. The Miss America Organization ("MAO") has entered into an agreement with Children's Miracle Network Hospitals ("CMN Hospitals"). The agreement, among other things, establishes CMN Hospitals as The Miss America Organization's National Platform. As a candidate in the Miss America Program, I understand I am required to raise money to support CMN Hospitals and the Miss America Scholarship Fund:

2.7.1.1. As a Local Candidate, I understand that I am required to raise a minimum of One Hundred Dollars (\$100.00) by a date determined by my Local Organization, no later than the beginning of Local Competition activities.

2.7.1.2. As a State Candidate, I understand that I am required to raise a minimum of Two Hundred and Fifty Dollars (\$250.00) by a date determined by my State Organization, no later than the beginning of State Competition activities.

2.7.1.3. As a National Candidate, I understand that I am required to raise a minimum of One Thousand Dollars (\$1,000.00), no later than thirty (30) days prior to the National Finals.

In furtherance of the foregoing, I will create a personal profile on the fundraising website, www.MissAmericaforkids.org, which will assist me in performing other acts and deeds in accordance with the instructions and requirements of MAO, as the same may change from time to time.

2.7.2. Prior Contractual Commitments. Within the three (3) months before my participation in the first Local or State competition in which I am competing this year, and since that participation, I have not authorized any person, firm, corporation, etc. 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 am not a party to any contract with any person, firm, corporation, etc. 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 State or Local 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 given to me as the Titleholder 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 for which I was selected, I will not associate in any way with, promote, perform, judge, or become a candidate or participant in any other regional, national, or international competition or preliminary competition of a similar nature* to the National Finals. I also represent that I am not a candidate, participant, or titleholder in any other regional, national, or international competition or State or Local preliminary competition of a similar nature* to the National Finals.

* Similar Nature is defined as programs with similar structure to Miss America where the candidate advances through winning local and/or state competition to advance to a national and/or international competition and through competing they are awarded a national and/or international title and/or crown. This does not include fair/festival or school titles that do not select a national winner.

2.7.4. Use of the Titles, Words, and Symbols. After the conclusion of my Year of Service, if I am advised by the Local or State Organization that, in its sole and exclusive judgment, my use of any of the titles, words, or symbols associated with the State or Local 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 State or Local Organization shall be final and binding.

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

2.7.6. If selected as the Titleholder, my actions and conduct will be representative of the integrity and esteem of The Miss America Organization. I acknowledge that I am an official Titleholder of the State or Local Organization, and I will not engage in any actions or behavior that could be perceived by the State or Local 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); Emergency Information (Attachment B), Medical Responsibility Form (Attachment C); Scholarship Rules and Regulations (Attachment D) Social Media Policy (Attachment E), and Coaching Disclosure Form (Attachment F). 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 State or Local 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 State or Local 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 State or Local Organization. I also understand that if I fail to do so, the State or Local Organization may, in its sole discretion, determine to limit or prevent my participation or to terminate my Year of Service as the Titleholder.

2.7.9. Expectation to Compete in State and National Finals. I understand that if I am selected as "Miss (Local/State)," it is expected that I will compete at the State Finals, and, if successful, at the National Finals. If I elect not to participate at the next highest level, and if given the opportunity to withdraw, I understand that I will forfeit my title(s) and all rights associated therewith.

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 Application and Contract or to fulfill my Year of Service. At the present time (check as applicable):

(____) **3.2.1.1.** I am receiving treatment or medication for condition described in Attachment B.

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

AND

(____) **3.2.1.3.** I do expect to be taking medication or to be receiving treatment for this condition during the State or Local Competition or, if selected as the Titleholder, during my Year of Service.

(____) **3.2.1.4.** I do not expect to be taking medication or to be receiving treatment for this condition during the State or Local Competition or, if selected as the Titleholder, during my Year of Service.

Section 4: Participation in the State or Local 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 State or Local Program. These events are scheduled on dates to be determined by the State or Local Organization. I will be bound by the rules and regulations governing the State or Local 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 State or Local Organization including, but not limited to, internet, 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 State or Local Organization shall determine the manner and method of conducting the Competition in its sole discretion. I further understand and agree that the State or Local 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 State or Local 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 State or Local 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 State or Local Organization and anyone duly licensed or authorized by same to: (1) televise, photograph, broadcast, and/or make radio, internet, 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 State or Local 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. State 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 State 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 the Titleholder, 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 to the Titleholder, 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 State or Local Organization appoints me to do so by reason of the inability or ineligibility, during the Year of Service, of any Candidate who was selected as the Titleholder 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 Competition, any facts concerning my eligibility to participate in the Competition should change, including, without limitation, my ability to participate fully in all candidate activities, citizenship, marital or parental status, good character and reputation, or behavior that is, or could be, perceived as contrary to the 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, State Organization shall have the right, in its sole discretion, to determine that I am not eligible to participate in the Competition.

Section 5: Commitments for Service as a State or Local Titleholder

5.1. Full-time Service as a Titleholder. If I am selected as the Titleholder at the Competition, I will serve as the Titleholder during the Year of Service and until my successor is selected or appointed. The duties and obligations of my service as the Titleholder 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 (“CMN Hospitals”). The agreement, among other things, establishes CMN Hospitals as MAO’s National Platform. I agree to work with CMN 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 State or Local Organization to select and pursue an appropriate platform that will enable me and the State or Local 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 State or Local 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 State or Local Organization during my Year of Service. I am and will remain an independent contractor with respect to the State or Local Organization. The authority granted by this Application and Contract to the State or Local Organization to act on my behalf is intended for the mutual convenience of the State or Local 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 State or Local Organization as Exclusive Agent and Representative. Commencing with my selection as the Titleholder and throughout my Year of Service and until my successor is selected or appointed, I irrevocably constitute and appoint the State or Local Organization, from which my title is given, 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 the Titleholder 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 the Titleholder 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. be aware of and approve all appearances which are not sanctioned by the State or Local Organization during my Year of Service;

5.5.5. determine the appropriate compensation, if any, that I shall receive for appearances or other activities related to my Year of Service.

5.5.6. 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;

5.5.7. choose and designate my Tour Manager(s);

5.5.8. 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 and overnight accommodations for my Tour Manager(s) and me; and

5.5.9. determine the best method of preparing me for the next level of Competition. The use of a coach may transpire as long as the Executive Director agrees and collaborates on such arrangement in order to prepare me for the next level of Competition. If my Local and/or State Executive Director does approve the hiring or utilization of a coach, then a signed Coaching Disclosure Form (Attachment F) must be presented to the State and Local Organization no less than seven (7) days following the Local Competition. If a coach is replaced or added to my preparation team, then a revised Coaching Disclosure Form (Attachment F) must be forwarded to the State Organization no less than four (4) weeks before the State Competition.

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

I fully understand coaches cannot be allowed to interfere with the responsibilities of being a titleholder, as well as jeopardize current agreements, sponsorships, or contracts in place with the local and/or state organization.

5.6. Sponsorship Fees and Payments to the State or Local Organization. I understand and agree that, in addition to the payments that the State or Local Organization, as my exclusive agent and representative, negotiates and approves on my behalf for my compensation for my appearances and services, the State or Local Organization may also contract for and receive sponsorship fees and other payments related to my appearances that will be paid directly to the State or Local 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 State or Local Organization.

5.7. Numbers of Appearances. I understand and agree that the State or Local 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 State or Local Organization will enter into contracts and commitments for the appearances and services of the Candidate who will be selected at the Competition. I agree that such contracts will be binding

on me to the same extent as if the State or Local 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 State or Local Organization, I agree to become a member or core-member, at my election, 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 State or Local 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 State or Local Organization, either during my Year of Service, unless the State or Local Organization approves such an endorsement or advertisement in writing. I understand that the State or Local 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 given to me as the Titleholder, nor appear as the Titleholder for the purposes of advertising or endorsing any product, person, cause, or service, unless I have received in advance the written approval of the State or Local Organization. I understand that the State or Local Organization shall not be obligated to approve any such appearance or use of the Titleholder crown and/or sash.

5.12. Use of Titles, Words, and Symbols after Year of Service. After the conclusion of my Year of Service, if I am advised by the State or Local Organization that, in its sole and exclusive judgment, my use of any of the titles, words, or symbols associated with the State or Local Organization and the Program has caused or is reasonably likely to cause harm to the State or Local Organization, I agree to discontinue any such use immediately. I understand and agree that the judgment of the State or Local 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 State or Local 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 the Titleholder 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 Program or its elements as described in Paragraph 1.1 of this contract, or if I should become, in the sole judgment of the State or Local Organization, physically unable to perform the duties and obligations relating to my Year of Service, the State or Local Organization shall have the right, in its sole discretion, to determine that I am not eligible to continue to serve as the Titleholder. In that event, the State or Local Organization may, at its option, forfeit my title and all prizes, awards, and perquisites of the position of the Titleholder, 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 that I presently hold; the title "Miss LOCAL," the title "Miss STATE," the title "Miss America;" and the name and

designation "Miss America Pageant," "Miss America Competition" and "The Miss America Organization" are the trademarks and property of The Miss America Organization. I agree never to use, or to authorize anyone else to use, the words "Miss (Local)," "Miss (State)," "Miss America," "Miss America Pageant," "Miss America Competition," 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 from The Miss America Organization.

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 State or Local Organization and by such persons, firms, or corporations as may be approved and selected by the State or Local Organization. I will abide by the provisions of any agreement between the State or Local 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 State or Local Organization or its licensee to register a domain name ("Internet Domain Name") in such version of my name as the State or Local Organization or its licensee may deem appropriate, in the form myname.com or any comparable variation thereof. During my tenure as the Titleholder 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 Candidate or as a participant in the events leading up to the State or Local Competition; or (b) while representing the State or Local Organization or participating in any State or Local Organization-sponsored events whether before, during, or after the Competition or, if I am selected as the Titleholder, 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 State or Local Organization in perpetuity. The Rights may be used and re-used by the State or Local Organization, or anyone designated and licensed by the State or Local Organization, for publicity, advertising, or any other use in any medium, all as deemed appropriate by the State or Local 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 State or Local 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 State or Local Organization is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract as Attachment "D". 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 Application and Contract or fail to perform any duties that I may have as a Candidate. I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete or if I have not complied with the rules and regulations for scholarships outlined in Attachment D.

I understand and agree that MAO has additional scholarship rules and regulations for scholarships awarded by MAO. If I advance to the National Finals of the Miss America Competition, or if I am a recipient of a scholarship awarded by MAO, I agree to be bound by MAO's Scholarship Rules and Regulations.

6.6. Documents and Information; Cooperation with Inquiries. I agree to provide the State or Local 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 State or Local 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 State or Local 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 State or Local 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, if I am selected as the Titleholder, 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 that the State or Local 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 State or Local Organization, is consistent with the standards and dignity of the Program;

6.7.4. I do not abide by the Rules for the Local and State Competition Finals as set forth in the competition guidelines and limitations that will be applicable to my activities if I am selected as the Titleholder; or

6.7.5. I suffer any medical condition or disability, which, in the sole and exclusive judgment of the State or Local Organization, impairs my ability to perform the duties, expected of me as a Candidate; then

The State or Local 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 Candidate, 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 the Titleholder 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 Titleholders 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 Candidates. Accordingly, I authorize the State or Local 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 State or Local 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 State or Local Organization, this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges, and responsibilities to the State or Local 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 State or Local 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.

[SIGNATURE PAGE]

Affidavit of Candidate

On the basis of all of these statements and agreements, I request this Application and Contract be accepted for me to participate as a Candidate 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. I understand that I have entered into a contract with both the Local program(s) named below on page 18 or subsequent page(s), and if named the Local program's titleholder, the Miss _____ Organization, whose legal entity name is:

(State)

(Print the State Organization's Legal Name)

DATE

CANDIDATE SIGNATURE

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

Agreed this _____ day of _____, 20____.
(month)

PLEASE PRINT CANDIDATE NAME

CANDIDATE SIGNATURE

Signature Page to 2019 MAO State and Local Candidate Contract

Signature of Parent or Legal Guardian

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

Parent or Guardian

I, the undersigned parent or guardian of _____, who is the Candidate named in this Application and Contract, of qualified age and 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 Candidate 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 Candidate.
- 4. On behalf of the Candidate, 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, likeness, or any present or future title of the Candidate in connection with any endorsement or advertisement of any commercial product for or on behalf of the Candidate, 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, likeness, or any present or future title of the Candidate in connection with any endorsement or advertisement of any commercial product for or on behalf of the Candidate 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 Application and Contract and its attachments are true.

Agreed this _____ day of _____, 20____.
(month)

PLEASE PRINT PARENT/GUARDIAN

PLEASE PRINT PARENT/GUARDIAN

PARENT/GUARDIAN SIGNATURE

PARENT/GUARDIAN SIGNATURE

Parent/Guardian Affidavit to 2019 MAO State and Local Candidate Contract

Approval of Application and Contract for Participation

Approval of "First Entered" Local Competition:

The Miss (Local) _____ Organization has thoroughly reviewed this contract, including eligibility and hereby APPROVES this Application and Contract and accepts appointment as the agent of the Candidate on the terms provided in this Application and Contract. The Candidate may compete in the Local Competition pursuant to the terms of this Application and Contract and its attachments.

Competing for the Local Title: "Miss _____ 20____"

Date of Local Competition: _____

Approval Date: _____

Signed: _____
LOCAL EXECUTIVE DIRECTOR SIGNATURE

Miss _____
LOCAL ORGANIZATION NAME

Organization Print Name: _____
LOCAL EXECUTIVE DIRECTOR

Approval for STATE Competition:

The Miss (State) _____ Organization has thoroughly reviewed eligibility independent of any other local competition's determination and hereby APPROVES this Application and Contract and accepts appointment as the agent of the Candidate on the terms provided in this Application and Contract. The Candidate may compete in the State Competition pursuant to the terms of this Application and Contract and its attachments.

Competing as Local Title: "Miss _____ 20____"

Competing for the State Title: "Miss _____ 20____"

Date of State Competition: _____

Approval Date: _____

Signed: _____
STATE EXECUTIVE DIRECTOR SIGNATURE

Miss _____
STATE ORGANIZATION NAME

Organization Print Name: _____
STATE EXECUTIVE DIRECTOR

Approval Page to 2019 MAO State and Local Candidate Contract

Approval of Application and Contract for Participation - Continued

Approval for 'Subsequent Entered' Local Competition(s):

NOTE: Each subsequent Local Chapter or entity accepting a candidate's application must sign off with the name of the title they award, or if they are incorporated under the laws of their specific state, must enter their full corporate name. (E.g. Miss Winnepesaukee Scholarship Program, Inc.)

(make copies of this page if entering more than Two Local Competitions – each Local Competition entered must include this page authorized for the Application and Contract):

The Miss (Local) _____ Organization has thoroughly reviewed eligibility independent of any other local competition's determination and hereby APPROVES this Application and Contract and accepts appointment as the agent of the Candidate on the terms provided in this Application and Contract. The Candidate may compete in the Local Competition pursuant to the terms of this Application and Contract and its attachments.

Competing for the Local Title: "Miss _____ 20____"

Date of Local Competition: _____

Approval Date: _____

Signed: _____
LOCAL EXECUTIVE DIRECTOR SIGNATURE

Miss _____ Organization
LOCAL ORGANIZATION NAME

Print Name: _____
LOCAL EXECUTIVE DIRECTOR

Approval for 'Subsequent Entered Local Competition(s):

NOTE: Each subsequent Local Chapter or entity accepting a candidate's application must sign off with the name of the title they award, or if they are incorporated under the laws of their specific state, must enter their full corporate name. (E.g. Miss Winnepesaukee Scholarship Program, Inc.)

The Miss (Local) _____ Organization has thoroughly reviewed eligibility independent of any other local competition's determination and hereby APPROVES this Application and Contract and accepts appointment as the agent of the Candidate on the terms provided in this Application and Contract. The Candidate may compete in the Local Competition pursuant to the terms of this Application and Contract and its attachments.

Competing for the Local Title: "Miss _____ 20____"

Date of Local Competition: _____

Approval Date: _____

Signed: _____
LOCAL EXECUTIVE DIRECTOR SIGNATURE

Miss _____ Organization
LOCAL ORGANIZATION NAME

Print Name: _____
LOCAL EXECUTIVE DIRECTOR

Approval Page to 2019 MAO State and Local Candidate Contract

Attachment A
Supplemental Fact Sheet
Page 1

Social Impact Statement: _____

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

Full Name Phonetic Pronunciation: _____

Date of Birth: _____ **Age:** _____

Home Phone Number:(_____)_____

Cell Phone Number: (_____)_____

Email Address: _____

College Information (if applicable):

Name of College/University: _____

Year Graduated: _____

College Major: _____

Declared Minor: _____

Scholastic Honors: (1)_____

(2)_____

(3)_____

Scholastic Ambition: _____

Career Ambition: _____

Graduate School Information (if applicable):

Name of College/University: _____

Degree Sought: _____

Dates of Attendance: _____

Current Status: _____

Other Accomplishments: _____

What type of talent will you present? _____

(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. - the exact title of your talent presentation is not needed.)

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 America 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 CMN Hospitals, if you choose to support a personal issue, what personal issue would you want to address during your Year of Service?

Attachments included check here:

- Copy of Birth Certificate (Section 2.2)
- Copy of Driver's License or Government Issued Identification Card (Section 2.2 & 2.3.1)
- Proof of Residence (Section 2.3.1)
- Official College Transcript (Section 2.3.2.1)
- Official Transcript of College Registration for Current Classes (Section 2.3.2.2)
- Copy of College Degree (Section 2.3.2.3)
- Official Graduate School Transcript (Section 2.3.2.4)
- Official Transcript of Graduate School Registration for Current Classes (Section 2.3.2.5)
- Copy of Graduate School Degree (Section 2.3.2.6)
- Employer W-2 Form (Section 2.3.3)
- Income Tax Filing (Section 2.3.3)

Attachment B
Emergency Information Form
Page 1

Please provide the following information in addition to the information referenced in Section 3.2.

Candidate's Name: _____

Date of Birth: _____

Home Address: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Relationship: _____

Address: _____

Home Phone: _____ Office: _____ Cell: _____

MEDICAL INSURANCE

Medical Insurance Company Name: _____

Employer or Company Name (If Group Plan): _____

Policy Number: _____

Name of Subscriber: _____

Subscriber's Address Through the Date of the Respective Competition(s): _____

Relation of Subscriber to You:

Self _____ **Parent/Guardian** _____ **Other** _____

DENTAL INSURANCE

Dental Insurance Company Name: _____

Employer or Company Name (if Group Plan): _____

Policy Number: _____

Name of Subscriber: _____

Attachment B
Emergency Information Form
Page 2

Subscriber's Address Through the Date of the Respective Competition(s): _____

Relation of Subscriber to You:

Self _____ **Parent/Guardian** _____ **Other** _____

Family Physician: _____

Physician's Phone: Home: _____ Office: _____

Your Blood Type: _____

Medication Allergies: _____

Non-Medication Allergies: _____

Prescribed Medications You Are Currently Taking: _____

Over-the-Counter Medications You Are Currently Taking: _____

Vitamins and/or Supplements You Are Currently Taking: _____

Medical/Physical Information: _____

For Meal Planning Purposes, Please List All Food Allergies (e.g., Nuts, Gluten Free, Seafood, etc.) and/or Food Preferences (e.g., Vegetarian, No Seafood, etc.): _____

List Any Physical Challenges That Could Cause You Discomfort: _____

PLEASE ATTACH A COPY OF YOUR INSURANCE CARDS, INCLUDING MEDICAL, PRESCRIPTION, AND DENTAL (FRONT AND BACK).

Attachment C
Medical Responsibility and Authorization Form

Medical and/or Dental Insurance

I certify the policy(s) named above is now in force and will be maintained through the date of the State or Local Competition in which I am competing. I understand that candidates are responsible for all medical/dental expenses incurred during the time in which they participate in any State or Local Competition, including any activities regarding same, and that neither Local/State Organization nor its medical insurance plan will be responsible for any such expenses. I certify that the above information is true and accurate.

CANDIDATE SIGNATURE AND DATE*

PARENT/GUARDIAN SIGNATURE AND DATE*

**If the candidate 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 candidate or her parent/guardian may sign. The completed form must be returned with the candidate contract.*

No Medical and/or Dental Insurance

I certify that I do not have medical and/or dental insurance coverage, and I understand that candidates are fully responsible for any and all medical/dental expenses incurred during the time in which they participate and that neither the Local/State Organization nor its medical insurance plan will be responsible for any such expenses. I certify that the above information is true and accurate.

CANDIDATE SIGNATURE AND DATE*

PARENT/GUARDIAN SIGNATURE AND DATE*

**If the candidate 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 candidate or her parent/guardian may sign. The completed form must be returned with the candidate contract.*

Pre-Authorization for Medical Treatment Regarding Candidates below the Age of 18:

I hereby authorize a physician, nurse, or other appropriate health care provider to perform medical treatment deemed necessary for:

(CANDIDATE NAME)

PARENT/GUARDIAN SIGNATURE AND DATE

Attachment D
2018 State and Local Scholarship Rules and Regulations

State Organization will award scholarships under the following circumstances: (Please note, in some circumstances, a State Organization's affiliated 501(c)3 foundation may not allow scholarship funds to be utilized for student loans or computer equipment.)

1) SCHOLARSHIP USAGE:

Scholarship funds may be applied to tuition, textbooks, and other appropriate mandatory educational expenses. All unusual or questionable items of expense must be referred to the State Organization's Scholarship 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 are defined as tuition and fees required for a student's enrollment or attendance at an educational organization, including: tuition, fees, books, supplies, and equipment required of all students in the particular course of instruction.

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

Payment of all approved expenditures must be made directly to the college, university, or other accredited institution of higher learning as recognized by the US Department of Education upon receipt of a detailed current tuition statement reflecting a balance due the school, unless extenuating circumstances exist (with the exception of computer or musical equipment expenses outlined in Paragraph 2 below). Payment to any non-domestic institution of higher learning must have a U.S. federal tax identification number. Personal reimbursements to scholarship recipients will not be honored. Please note, the amount requested may not exceed the amount due. When requesting an award, it is the student's responsibility to ensure proper planning and time allotment to process the scholarship request in order to meet all deadlines. The State Organization suggests allowing a minimum of thirty (30) days to process a scholarship request.

Please note, it is each candidate'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 or the State Organization's affiliated 501(c)3 foundation. Candidates are encouraged to consult a tax advisor regarding the taxability of the scholarship payments.

2) REQUESTING USAGE:

Requests for scholarships are initially submitted to the State Organization and are forwarded to the State Scholarship Committee for its review and approval. Requests are processed upon written receipt of statements from colleges and schools or from the candidate for other educational expenses. All statements and invoices must be accompanied by a cover letter from the candidate.

Requests for computer or musical equipment will only be considered if the college or school states in writing that it is a mandatory requirement in order for the candidate to complete the coursework. The candidate may be reimbursed for this expense, provided the candidate submits either a letter from the school stating the mandatory requirements or a list of course requirements. However, there is a Two Thousand (\$2,000.00) Dollar cap on computer equipment, and this type of expense will only be reimbursed once. Computer software may also

be considered as a reimbursable expense. If a candidate still has local funds available to her, then a letter from the Local Executive Director stating 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. All credit card accounts and banking accounts must be in the name of the candidate in order to be considered.

3) PRIORITY OF LEVEL IN USAGE:

Candidates must utilize and exhaust all scholarship funds awarded at the local level before requesting funds awarded at the state level. Verification must be submitted in writing from the Local Executive Director that all local scholarship funds have been exhausted. Excluding requests for computer equipment as discussed in Paragraph 2, exceptions to this rule may be granted for payment of college or university room and board expenses that do not fall within the guidelines for disbursement at the local level. The request for an exception must be submitted in writing to the State Scholarship Committee for consideration. Scholarship funds must be paid directly to the educational institution.

4) STUDENT LOANS:

Scholarships may be utilized to cover outstanding student loan obligations, provided the candidate 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 as recognized by the US Department of Education, which must include: (1) a repayment address, (2) student account number and amount due, (3) a copy of the promissory note reflecting that the candidate is the primary responsible payer of the obligation, and (4) an official transcript reflecting completion of the coursework. Payment must be made directly to the lending institution and credited to the student's account.

5) USAGE FOR FUTURE EXPENSES AND FORFEITURES

The Award Date is the date upon which the scholarship was initially awarded (the "Award Date"). Scholarships may be utilized for current or future educational expenses; however, candidates must utilize their scholarship funds within one (1) year of the Award Date (two (2) years for Miss State) (the "Expiration Date"). If a candidate fails to submit a written request to the State Organization to utilize her scholarship funds prior to the Expiration Date, then her scholarship funds will be forfeited. Prior to forfeiture, reasonable attempts will be made by the State Organization to notify the candidate of impending forfeiture.

5A) Please note, any scholarship balance remaining after the Expiration Date will automatically be forfeited.

5B) An exception to the time limits described above may be considered if the candidate, prior to the Expiration Date, submits a written appeal to the State Organization citing compelling reasons why the time period should be extended. An extension will generally be permitted when the candidate has local awards remaining within the prescribed time limits above or if the candidate wins the state title. However, the candidate must still submit a written request for extension. The State Organization will review the request and determine whether an extension is warranted within thirty (30) days of receipt. Consistent with the rules and regulations, the decision of the State Organization shall be final and binding.

I, (Candidate Name) _____, have read and understood the 2018 State Organization Scholarship Rules and Regulations:

Print Name

Signature

Date

Signature Page to Attachment D, Scholarship Rules and Regulations

Attachment E
Candidates Social Media Policy

Please refer to the following clauses in the Application and Contract regarding the expectations of Candidates, especially with regards to the use of social media:

1.1. (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 "Candidates"); and (3) enabling the Candidates to serve as role models for other young women with similar goals and personal characteristics.

2.6. **Personal Characteristics**. I understand that in order to be eligible to compete in the National Finals, I hereby certify to the Personal Characteristics set forth in this section:

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.

2.6.6. Prior Conduct. I have never performed any act or engaged in any activity or employment that is or could reasonably be characterized as dishonest, immoral, or indecent.

2.6.6.1. Disparagement. I understand if I have engaged or will engage in conduct, in the sole or exclusive judgment of Local, State, or National, which adversely reflects and considered harmful to Local, State, or National's reputation, including the uttering or publishing of any disparaging comments regarding Local, State, National, affiliates, sponsors, volunteers, or participants in the *Miss America* Program; and/or fail to present communications to members of the public in a professional manner to maintain and enhance the Miss America Program's broad public acceptance, and in order to prevent damage to its business or reputation, I may be dismissed from competing and/or from holding a title in the program.

6.7. **Termination of Eligibility**. I understand and agree that if:

6.7.3. I fail to conduct myself in a manner, which, in the sole and exclusive judgment of State or Local Organization, is consistent with the standards and dignity of the Program. (I will be disqualified.)

I understand that inappropriate social media behavior will not be tolerated. I am attesting, by my signature and that of my parent/legal guardian if applicable, on this form, that, to the best of my knowledge, I have not posted, nor will post on any type of social media either photos, videos, inappropriate language, or any other actions that would be considered inappropriate behavior in polite society. I understand that if any such materials are brought to the attention of the Local/State Organization, and/or MAO, I am in danger of losing my title, immediately. I agree that it is at the sole discretion of the State or Local or National Organizations to determine the consequences of any such actions.

Candidate Name

Candidate Signature

Date

Parent/Legal Name if under 18 years old

Parent/Legal Guardian Signature if under 18 years old

Date

**Attachment F
Candidate Coaching Disclosure Form**

The Candidate Coaching Disclosure Form includes interview prep, talent, or choreography coaches, as well as anyone involved in a coaching business.

Adherence to the rules and guidelines detailed in this Application and Contract is critical to our program's success. Section 5.5.5.9 is a significant part of the Application and Contract and demonstrates one aspect of the candidate's commitment to service:

5.5.5.9 determine the best method of preparing me for the next level of Competition. The use of a coach may transpire as long as the Executive Director agrees and collaborates on such arrangement in order to prepare me for the next level of Competition. If my Local and/or State Executive Director does approve the hiring or utilization of a pageant coach, then a signed Coaching Disclosure Form (Attachment F) must be presented to the State and Local Organization no less than seven (7) days following the Local Competition. If a coach is replaced or added to my preparation team, then a revised Coaching Disclosure Form (Attachment F) must be forwarded to the State Organization no less than four (4) weeks before the State Competition.

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

I understand coaches cannot be allowed to interfere with the responsibilities of being a titleholder, as well as jeopardize current agreements, sponsorships, or contracts in place with the local or state organization.

This Coaching Disclosure Form is to be completed and signed by the Candidate and then approved by the State Executive Director.

Candidate Statement

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

Candidate Name: _____

Coach's Name: _____

Location: City _____ State _____

Coaching Business: _____

Location: City _____ State _____

Candidate Affirmation: I have read and understand the Commitments for Service. I am currently not working with a coach or a coaching business, other than as disclosed herein, and will not engage any coach, coaching business, or prep team unless approved by my State Executive Director. I have not signed a coaching contract or non-disclosure agreement with any coach or coaching business, other than as disclosed herein.

Candidate's Signature: _____
Candidate's Signature

Date: _____

State Executive Director: _____
State Executive Director Signature

State Executive Director Name (Print)

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