



STATE:

DATE:

MISS AMERICA DELEGATE AGREEMENT

Application and Agreement for Delegate and Titleholder Participation in a Miss Competition in the Miss America Opportunity

1. Parties

1.1. Miss America IP, INC. ("MAIP", "The Miss America Opportunity", or "National Organization"), a corporation organized under the laws of the State of Florida. All trademarks and copyrights associated with Miss America are owned by Miss America IP, Inc., a corporation organized under the laws of the State of Florida, and Robin Fleming (collectively "MAIP"). MAIP directly provides licenses to conduct State or Local competitions, ensuring these events are conducted under its direction and supervision. All State and Local competitions align with the mission, vision, and policies of MAIP, which are subject to change at any time without prior notice to the Delegate or Titleholder.

1.2. The individual seeking to participate, referred to as "Applicant," affirms that she meets all Eligibility Requirements necessary for entry into any Local, State, or National competitions. The Applicant acknowledges the obligation to attend all events, meetings, rehearsals, and appearances required in the lead-up to the final selections at Local, State, or National levels for which she qualifies.

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 and Miss America's Teen), 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.

1.3 **Use of Trademarks.** The Applicant recognizes that in connection with competing for Miss America and the state and local licensed competitions, the Applicant will be permitted to utilize certain trademarks and copyrights, such as the crown, sash, and titles of the respective Miss Local, Miss State. The applicant agrees that she will not use these trademarks or copyrights for any purpose unrelated to the competitions and recognizes that these items are the property of MAIP.

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 that 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. Applicants authorize 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 their titleholder term.

2.2. **National Competition.** The Applicant acknowledges that she may only compete once in any national finals for Miss America or Miss America's Teen.

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, and if successfully advancing to the National competition, will be required to maintain her eligibility throughout the completion of that competition as well.

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

2.3.2.1. **Applicants' Certified Birth Certificate**

2.3.2.2. **Applicants' United States Passport**

2.3.2.3. **Applicants' Naturalized Citizenship Certification**

2.3.3. **Eligibility by Age.** The eligible age range for any Miss delegate applicant at every Miss America Miss Division is 18-28. A Miss delegate must be 18 years old by September 1st of the year in which she enters her national competition, and no older than 28 on September 30th of the same month/year. For clarification, the Applicant will be ___ years of age by September 1st and no older than _____ years of age by September 30th of their national competition year.

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. **Applicants' Certified Birth Certificate**

2.3.4.2. **Applicants' Valid Driver's License**

2.3.4.3. **Applicants' Valid Driver's Learner Permit**

2.3.4.4. **Applicants' Valid State Identification**

2.3.4.5. **Applicants' Passport**

2.3.5. **Personal Characteristics.**

2.3.5.1. **Sex.** Sex. The Applicant must be a naturally born Female. "Female" means a born female or born an intersex female individual (defined as one born with two x chromosomes with nonconforming genitalia) who has fully completed Sex Reassignment Surgery via Vaginoplasty with supporting medical documentation and records. Supporting medical documentation must be in the attached certification (Exhibit D), signed by the surgeon who performed the surgery and notarized, along with a copy of the board certification and a current medical license.

2.3.5.2. **Marital Status.** By executing this Contract, the applicant warrants that she is not now, nor will she get married during the time in which she is actively competing within the system or serving her term as a titleholder. The Applicant understands that should she marry during this period, she is no longer eligible to participate or compete in any Local, State, or National Competition and will forfeit any titles she may presently represent.

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 a parent/ or 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 as a Titleholder.

3. **Applicant/Titleholder Participation/Process Provisions**

3.1. **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.

3.2. **Health.** Applicant asserts that, to the best of her knowledge, she can participate fully in and execute all program activities and individually compete for all phases of competition on her own accord without supplemental aid. Upon submission of appropriate certified documentation with this contract, the Organization will work with the Applicant to provide reasonable accommodation that does 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 accommodation in writing using Exhibit B.

3.3. **Substance Abuse.** The Applicant does not illegally use, consume or distribute any illegal or controlled substances other than those obtained via a valid prescription and taken according to the directions of a licensed healthcare professional.

3.4. **Geographic Eligibility Requirements for Applicants in Local and State Competitions.** Upon proof that Applicant meets each of the Universal Eligibility Requirements outlined 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 contract of one of the following:

3.5 **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 _____ and/or the City or County of _____, she must be a legal resident of that State and/or City/County by the first at least on hundred and twenty days (120) before 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:

- 3.5.1. **Current voter registration card in Applicant's name.**
- 3.5.2. **Current lease in Applicant's name for housing in the State and/or Local area.**
- 3.5.3. **Current utility bill in Applicant's name for address within the State and/or Local area.**
- 3.5.4. **Current vehicle registration in Applicant's name issued from the applicable State.**
- 3.5.5. **Federal student loan correspondence or notices on which Applicant is named primary or secondary in the applicable State.**

3.5.6. 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.

3.5.7. 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.

3.6 **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 40 hours per week for a single employer) working in the State or geographic area of the Local Competition for a minimum of one hundred and twenty days (120) immediately preceding the Local Competition. If there are no Local Competitions in the State, or if the Applicant is an At-Large Delegate, she must be a full-time employee in the State for a period of one hundred and twenty days (120) immediately preceding the date of the State Competition. Such employment must be verified with this Application/Agreement by Applicant's employer (one 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.

3.7. **Education Status for Competitions. Local Competition:** If Applicant is claiming Geographic Eligibility based on Education Status, 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 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.

3.7.1. An Applicant who won a Local competition and graduated before the State competition, but has met all other requirements under 3.5, will remain eligible to advance to the State/National competition(s).

3.8. **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.**

3.8.1. 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 in which the Applicant is participating. An 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, or spouse of any of the foregoing.

3.8.2. An Applicant is not eligible to compete in a Local or State Competition while a Family Member is serving as Executive Director, Board Member, or any Officer position for the immediate competition in which the Applicant is participating, unless said Family Member has taken a leave of absence from service on the Board. Such eligibility determination shall be made before the date the 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.

3.8.3. Should a Family Member have served in a position referred to above, the Family Member must take a leave of absence within a time frame determined by the Organization and provide notice in writing of the same before 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 Family Member's leave of absence and notice thereof must be given within a time frame established by the Organization before the State Competition in which she intends to compete.

3.8.4. An Applicant may not be eligible to compete in any State or Local Competition if a Family Member serves as an employee of MAIP or its affiliated organizations, or serves in any position that, in the sole discretion of MAIP, influences the Competition and its judging.

3.8.5. Should a Family Member(s) have served in a position referred to in 3.6.4, above, the Family Member must take a leave of absence and notify, in writing, the CEO of MAIP, prior to the State or Local Competition (no less than seven days) in which the family member is seeking to become a titleholder.

4. **General Applicant/Titleholder Participation/Process Provisions**

4.1. **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 that 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.

4.2. **Conduct of the Competition(s).** Applicant and/or Titleholder agrees that the format of the competition(s) is at the sole discretion of the State 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, with prior approval from the national office, may be made available to the applicant as an acceptable format.

4.2.1. **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.

4.2.2. **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.

4.3. **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, the 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.

4.4. **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.

4.4.1. By signing this Agreement, the Applicant/Titleholder acknowledges that 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 that 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, image, 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.

4.4.2. **Membership in Unions.** When requested by the Organization or MAIP, Applicant/Titleholder may agree to become a member or financial 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.

4.5. **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.

5. **Intellectual Property Ownership, Rights, and Use**

5.1. The Applicant/Titleholder understands that 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."

5.1.1. **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.

5.1.2. **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 the 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 at any time.

5.2. **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").

5.2.1. The Applicant/Titleholder does not own or have the 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.

5.2.2. 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 that the judgment of MAIP shall be determinative, final, and binding.

5.2.3. **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 5.2.5. Below.

5.2.4. Defamation; False Statements; Injunctive Relief. Applicant/Titleholder expressly acknowledges and agrees that she shall not make, publish, communicate, or cause to be communicated, directly or indirectly, any false statement of fact, whether written, spoken, visual, or digital, that is reasonably likely to harm the reputation, goodwill, or business interests of the Local, State, or National Organization, Miss America IP, Inc. (“MAIP”), or any of their respective affiliates, licensees, officers, directors, employees, volunteers, sponsors, partners, scholarship providers, or agents (collectively, the “Protected Parties”).

For purposes of this Agreement, defamation includes any false or misleading statement of fact or representation, or the repetition or endorsement of such statement, presented as fact rather than opinion, that may reasonably be expected to cause reputational harm to any Protected Party. Statements framed as opinion but implying undisclosed false facts shall be deemed statements of fact for purposes of this provision.

Applicant/Titleholder acknowledges that any violation of this provision may cause immediate and irreparable harm to the Protected Parties for which monetary damages may be insufficient. Accordingly, in addition to any other rights or remedies available under this Agreement or at law, MAIP and/or the applicable Organization shall be entitled to seek immediate injunctive or equitable relief, without the necessity of posting bond, to prevent or curtail any actual or threatened violation of this Section.

This provision shall survive the expiration or termination of this Agreement and shall be enforceable notwithstanding any other provision herein.

5.2.5. Liquidated Damages. It is mutually agreed that in the event this Agreement is breached by the Applicant and/or Titleholder, 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 (scholarship or otherwise) of any type as liquidated damages together with all attorneys’ fees, costs, and expenses incurred by the Local, State, and or MAIP.

6. 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

6.1. 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 to be eligible to compete at various levels of Competition.

6.1.1. Applicants acknowledge 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 all fees paid for membership and/or participation are not refundable for any reason.

6.2. **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.

6.3. **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 or 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 has no 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 or National Organization(s), either as an Applicant/Titleholder or during her term unless the Local or State and National Organization approves such an endorsement or advertisement in writing.

6.3.1. 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 before 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.

6.4. **Other Competitions.** The Applicant represents that she is not, at the time of executing this Application/Agreement, or during the term of this 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. A similar nature is defined as programs in which a participant advances to regional, national, or international competitions by winning local and/or state competitions 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.

6.5. **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 no later than seven (7) days of completion of the State Competition or having completed the renewal form in advance of 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.

6.6. 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 an 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 Addenda.

6.6.1. Scholarship Grants and Forfeitures. Applicant/Titleholder understands and agrees that the grant of scholarships by the Local, State Organization or national organizations is subject to the terms and conditions of Local/State Scholarship Rules and Regulations and/or the Terms and Conditions of the Miss America's Scholarship Foundation Scholarship (MASF) Memo of Understanding. Applicant/Titleholder agrees that MAIP or MASF is not responsible or liable for any scholarship awards granted by the Local and/or State Organizations.

In the event the Applicant/Titleholder is determined by MAIP, in its sole and absolute discretion, to have materially breached this Agreement, including but not limited to violations of Sections 5.2.3 (Non-Disparagement) or 5.2.4 (Defamation; False Statements), or to have engaged in conduct that is defamatory, fraudulent, intentionally misleading, or otherwise materially damaging to the reputation, goodwill, or business interests of MAIP, the Organization, or any Protected Party, the following shall apply:

- (a) Immediate termination of eligibility and/or titleholder status;
- (b) Immediate forfeiture of all unpaid scholarship awards, grants, prizes, appearance fees, benefits, and perquisites at the Local, State, and National levels;
- (c) Revocation of any conditional or deferred scholarship awards not yet disbursed;
- (d) Obligation to repay any scholarship funds, prizes, stipends, or monetary awards already disbursed to the extent permitted by law, if such funds were awarded during or in reliance upon compliance with this Agreement; and
- (e) Permanent ineligibility to participate in any future Miss America or Miss America's Teen competitions.

The Applicant/Titleholder acknowledges that scholarship awards and prizes are conditioned upon continued compliance with this Agreement and the protection of the Miss America Brand. The determination of breach, defamation, or brand harm shall be made in MAIP's sole discretion and shall be final and binding.

This provision shall survive the expiration or termination of this Agreement.

6.6.2. **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.

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

7. **General Provisions**

7.1. **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.

7.2. **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.

7.3. **Governing Venue and Dispute Resolution.**

This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any and all disputes, claims, or controversies arising out of or relating to this Agreement, its interpretation, performance, breach, termination, enforcement, or validity, shall be resolved exclusively and finally by binding arbitration as set forth in Section 7.4 below. The parties expressly waive any right to bring such claims in a court of law or to a trial by jury, except as expressly provided herein for injunctive or equitable relief.

7.4. **Binding Arbitration; Enforcement Rights of MAIP.**

Applicant expressly acknowledges and agrees that Miss America IP, Inc. ("MAIP") is an intended third-party beneficiary of this Agreement and shall have the independent right to enforce any and all provisions herein.

Any dispute subject to arbitration under this Agreement shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted before a single arbitrator in Palm Beach County, Florida. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable.

The decision of the arbitrator shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear

its own attorneys' fees and costs unless otherwise awarded by the arbitrator pursuant to applicable law or the terms of this Agreement.

Notwithstanding the foregoing, MAIP and/or the applicable Local or State Organization shall have the right to seek temporary, preliminary, or permanent injunctive or equitable relief in any court of competent jurisdiction in the State of Florida to protect its intellectual property rights, confidential information, or brand interests, without waiving its right to compel arbitration of any other dispute.

7.5. **Injunctive and Equitable Relief.** Applicant/Titleholder acknowledges and agrees that a breach or threatened breach of this Agreement, including but not limited to violations relating to non-disparagement, defamation, intellectual property, confidentiality, or misuse of the Miss America brand, may result in immediate and irreparable harm to Miss America IP, Inc. ("MAIP") and/or the applicable Local or State Organization, for which monetary damages alone may be an inadequate remedy.

Accordingly, in addition to any other rights or remedies available at law or under this Agreement, MAIP and/or the applicable Organization shall be entitled to seek immediate injunctive, equitable, or other non-monetary relief, without the necessity of posting bond or proving actual damages, to prevent or curtail any such breach or threatened breach.

The availability of injunctive or equitable relief shall not preclude MAIP or the applicable Organization from pursuing any other remedies provided under this Agreement or permitted by law.

7.6. **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.

7.7. **Entire Agreement; Enforceability.** This Agreement and its Exhibits, Attachments, and Addenda 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. Such discretion shall be exercised in good faith and in a manner consistent with the mission and policies of Miss America (MAIP).

7.8. **Amendments.** Any amendments or modifications to this agreement shall be invalid unless in writing and expressly agreed upon by the parties, including MAIP.

7.9. **No Waiver.** No failure or delay by a Local, State, or 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.

8. Deliverables:

8.1 **Supplemental Documents.** As outlined in the previous sections above. Insert in the space provided on Exhibit C of this agreement, a public file link that could include, but is not limited to, the applicable deliverables mandated in Sections #1 and #2 (including main and sub-sections). Please feel free to use platforms such as Dropbox, Google Drive, Hightail, WeTransfer, or your preferred file transfer application. **Important: As a requirement of this agreement, the link provided in Exhibit C must be public.**

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AFFIDAVIT OF APPLICANT

Based on all of these statements and agreements, I request that 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 are 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.

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 ____, 202__.

Acknowledged and Agreed:

Applicant Name Print (Applicant):

Applicant Signature (Applicant):

Authorized Miss America Representative:

 _____

Ryan K. Brown, Director of Field Operations- Miss America

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Exhibit A: Miss America/Miss America's Teen State and Local Social Media Agreement.

This AGREEMENT is made on this ____ day of _____, 202__, by and between _____, hereinafter referred to as the Brand Ambassador (Ambassador), and State/Local/National Leadership, hereinafter referred to as Leadership, under the license of Miss America IP, INC.

NOW, THEREFORE, the parties agree as follows:

3. Ownership and Management of Social Media Accounts

Miss America IP, INC retains full ownership and control over the rights to all official Miss America and Miss America's Teen social media accounts, including Facebook, Meta Platforms, Instagram, TikTok, X, LinkedIn, and any other platforms featuring the Miss America and Miss America's Teen brand.

During the Ambassador's term, the Ambassador may be granted access to these official accounts under the direction and approval of State/Local leadership. The Ambassador may contribute to posts, stories, and reels, inserting their personal name and handle where permitted within the approved sections of the platform.

a) **Approval of Content:** State/Local leadership reserves the right to provide feedback or request revision of all content, including photos, videos, captions, and tags if deemed necessary.

b) **No Modifications:** The Ambassador may not make any modifications to the official accounts, including but not limited to changes in passwords, social media handles, followers, profile images, or removing any content from prior Brand Ambassadors. The Ambassador may also not block or restrict any users without approval from State/Local leadership. Additionally, the State/Local leadership does not have the right to delete social media content from previous Brand Ambassadors.

c) **Account Name:** Only the official title (e.g., "Miss XYZ" or "Miss XYZ's Teen") may be used as the account name. Any description of the current Ambassador must be confined to the "bio" or "description" area of the profile.

2. Endorsements

Any post endorsing a business or individual must exclusively feature official sponsors unless prior approval is obtained from State/Local leadership.

3. Posting Guidelines

The Ambassador is suggested to post a minimum of 3-5 times per week on the official social media accounts throughout the duration of their term. The Ambassador must also comply with any requests from the National Office to engage in partnership programs.

4. Use of Branding

Posts featuring content related to the sash, crown, or other Miss America/Miss America's Teen brand materials must first be shared on the official accounts before being reposted on any personal social media account.

Contd., Exhibit A Miss America/Miss America's Teen State and Local Social Media Agreement.

a) The Ambassador is not permitted to use the national Miss America/Miss America's Teen crown logo. If a state Ambassador, they must use the state crown logo. If a local Ambassador, they must use the local crown logo.

5. Collaborative Posts

All collaborative posts must originate from the official Ambassador social media accounts (e.g., "Miss XYZ"). The Ambassador may accept collaborations via their personal account, but all collaborative posts must originate from the official Ambassador social media accounts.

6. Fundraising: The Ambassador is not permitted to promote, engage in, or host any charitable fundraisers on official social media accounts for personal benefit. It is mandated that the link in the bio of the Ambassador's Instagram must contain the Miss America x Go Red for Women initiative linked to Spotfund. For any fundraising questions, please touch base with the National Office at Brand@MissAmerica.org.

7. Ambassadorial Conduct

The Ambassador acknowledges that, as the Ambassador for the State/Local programs, the public does not distinguish between personal and official social media accounts. The Ambassador's name and title will always be publicly associated. As such, the Ambassador agrees to exercise the utmost responsibility when posting, liking, and engaging with content on personal accounts.

8. Social Media Etiquette and Conduct

The Ambassador agrees that all social media activity should reflect the values of integrity, positive impact, and sound moral judgment. Posts, comments, and interactions should align with Miss America's values. Content that may be perceived as offensive, discriminatory, or harmful will not be tolerated. The Ambassador should also use caution when selecting the verbiage or audio associated with their posts.

9. Return of Access

Upon the end of the Ambassador's term, the Ambassador agrees to return all access credentials to State/Local leadership and ensure no further access is made to the accounts.

Titleholder's Printed Name:

Titleholder's Signature:

**This exhibit is required to be executed at the time the contestant completes and submits this Delegate agreement.*

Exhibit B: HEALTH NOTIFICATIONS AND/OR REQUEST FOR ACCOMMODATIONS

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

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Exhibit C: Eligibility Deliverables and Supporting Documents.

Check each applicable box below. Use the buttons on the right to attach and upload supporting documents.

2.3.2 – Proof of Citizenship – Provide ONE of the following...

- Applicant's Certified Birth Certificate
- Applicant's United States Passport
- Applicant's Naturalized Citizenship Certification

2.3.4 – Proof of Age – Provide ONE of the following...

- Applicant's Certified Birth Certificate
- Applicant's Valid Driver's License
- Applicant's Valid Driver's Learner Permit
- Applicant's Valid State Identification
- Applicant's Passport

3.4 – Geographic Eligibility – Choose ONE (Residency, Employment, Education)

Provide the necessary documentation listed below

Residency Status – Resident of State for the past 120 days

- Current Driver's License

AND one of the following...

- Current Voter Registration Card in Applicant's name
 - Current Lease in Applicant's name for housing in your State
 - Current Utility Bill in Applicant's name for the address within your State
 - Current Vehicle Registration in Applicant's name issued in State
 - Federal Student Loan Correspondence or Notices on which Applicant is named primary or secondary in your State
- If the Applicant is not a licensed driver, she will need to provide two forms of proof of bona fide residency from the list noted above*

Employment Status – Employed in State for the past 120 days – Provide ONE of the Following:

- Letter from Employer Confirming Employment
- Pay Stubs
- W2 Forms
- Income Tax Filings
- Other documentation proving full-time employment status

Education Status – Full-time College or University Student – Provide ONE of the Following:

- Official Certified Transcript
- Certification by the School Registrar of Enrollment

Please insert a public link that contains the applicable deliverables selected above. Please use your file transfer application of choice (i.e., Dropbox, Google Drive, We Transfer, Hightail, etc.):

(Delegates may also inquire with their Local or State program about the online version of this Exhibit C.)

Exhibit D: Certification of Surgeon (If applicable. To be completed by a licensed Physician)

This Exhibit is to be delivered by request to the State Director.

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