

2023 MISS AMERICA STATE AND LOCAL CANDIDATE APPLICATION AND AGREEMENT

Candidate Instructions

THIS IS A LEGAL AND BINDING AGREEMENT
PLEASE READ THE ENTIRE AGREEMENT

This is a fillable .PDF document. Please enter the requested information in Adobe Reader or another compatible program. Adobe Reader is free and is available at:
<https://get.adobe.com/reader/>

YOU WILL NOT BE ABLE TO SAVE YOUR WORK IN ADOBE READER.

Please print **these instructions** (pages A-C) to assist you in completing your Agreement.

Please only provide the information requested in the electronic fields. State and Local Organizations will add their necessary information.

Complete the following information:

Page 1

Enter the name of your State

- 1.1 a) Enter the legal name of your State Organization. This can be found in **Attachment E** on pages 42 and 43 of this agreement.
- 1.2 a) Enter **your** legal name as it is on your government ID or birth certificate.
b) Enter **your preferred name**. This is how your name will appear in programs; competition lists and will be announced.

Page 5

- 2.3 a) Enter your current age.
b) Enter your date of birth.
c) Enter your age as of December 31st, 2023.

You MUST provide age verification in Exhibit A.

Page 6

2.4 Select how you will qualify to compete in your Local/State Competition. You MUST Choose Option 1, 2, or 3 and provide the requested information in the proper exhibit.

Option 1 – Claim Eligibility based on **Residency of State** - Complete 2.4.1 and Exhibit B
(Some Locals/State Competitions may require this)

- 2.4.1 a) Enter your State.
b) Enter your City.

Page 6 (cont.)

2.4.1 c) Complete your Address.

d) Enter how long you have lived at this address.

Page 7

e) If necessary, please provide a previous address.

f) If necessary, please enter the date of residency.

Complete Exhibit B if claiming eligibility based on residency or if required by Local/State Competition.

2.4.2 Option 2 – Claim Eligibility as a Full-Time Student in State

Complete Exhibit C if claiming eligibility as a full-time student.

Page 8

2.4.3 Option 3 – Claim Eligibility based on employment

a) Enter employer information

Complete Exhibit D if claiming eligibility based on employment.

Page 19

a) Enter the Day

b) Enter the Month

c) Enter the Year

**IF YOU ARE NOT 18 YEARS OLD WHEN YOU ARE SIGNING THIS AGREEMENT
A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING**

Page 19 – PARENT or LEGAL GUARDIAN TO COMPLETE

a) Enter the Day

b) Enter the Month

c) Enter the Year

d) Enter Parent/Guardian Legal Name

Page 21

a) Enter the name of the first local competition you are seeking to compete in.

b) Enter the two-digit year of the competition.

Page 23

a) Enter the name of the first local competition you are seeking to compete in.

b) Enter the two-digit year of the competition.

PLEASE PRINT THE CANDIDATE AGREEMENT

Final instructions for the Candidate:

- 1) ***Read each page*** . After reading each page, please ***initial*** next to the RED "Candidate."
- 2) Please ***proof*** the information you entered into the document.
- 3) **SIGN** page 19 (Electronic Candidate signature/Initials are not allowed)
- 4) Complete Exhibit A **Check when completed**
- 5) Complete Exhibit B (if required) and/or C or D **Check when completed**
- 6) Complete Exhibit E **Check when completed**
- 7) Complete Exhibit F **Check when completed**
- 8) Complete Exhibit G **(if required)**
- 9) ***SIGN*** page 31 Attachment B

IF CANDIDATE IS UNDER 18 YEARS OLD, PARENT OR LEGAL GUARDIAN MUST:

- 1) ***Read each page*** . After reading each page, please ***initial*** next to "Parent/Guardian."
- 2) Please ***verify all information*** entered into this Agreement is correct and proofread the information you entered.
- 3) Please **SIGN** page 20 Next to the GREEN X (Electronic Parent/Guardian signature is not allowed).
- 4) Please **SIGN** page 33 **TWICE** Next to the GREEN X - **Attachment B**

**PLEASE SUBMIT A COPY WITH ORIGINAL SIGNATURES AND ALL EXHIBITS
TO YOUR COMPETITION DIRECTOR.**

KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS!

**2023 MISS AMERICA STATE AND LOCAL
CANDIDATE APPLICATION AND AGREEMENT**

THE MISS _____ COMPETITION

**Application and Agreement for Candidate and Titleholder Participation in a Local
and/or State Competition in the Miss America Organization Program**

Section 1: Responsibilities and Obligations

1.1. The Parties. The Miss _____ ("State Organization") a non-profit corporation organized under the laws of the State of _____ and a licensee of the Miss America Organization, Inc. ("MAO or National Organization"). The State Organization licenses Local Organizations ("Local Organizations") the authority to conduct Local Competitions ("Local Competitions") under a State License and Copyright and Trademark Limited Use Agreement ("License") between the State Organization and MAO.

1.2. Application and Agreement. This Application and Agreement (the "Agreement") is between _____ ("Candidate" or "Titleholder") competing as _____ and the State Organization named in Section 1.1 and the headings of this agreement which set out the terms and conditions under which the Candidate may compete at Local or Preliminary Competitions within the State Organization's License, and, if chosen as a titleholder, to compete in the State Competition.

1.3. The Program. State Organization operates a Program ("Program") offering scholarship assistance, the opportunity to advance Candidate's educational goals, make an impact with a personal Social Impact Initiative ("SII") and develop career skills and opportunities for young women within the State pursuant to the mission, vision, and policies of MAO, which may change from time to time with no notice to Candidate or Titleholder.

1.3.1. Intellectual Property. State Organization and MAO have made substantial investments and have developed a valuable identity for the unique titles, marks, symbols, and elements of the Program and have achieved national and international recognition. Collectively, this intellectual property is known as the "Brand." Activities that, in the sole opinion of State Organization and/or MAO, may be damaging to the image of MAO, its State Organizations, National Partners, Sponsors, and the MAO Brand are not permitted. Should you have any questions as to whether it is acceptable for you to participate in an activity in an Official Capacity of the Brand, please contact your State Executive Director for guidance.

1.3.2. Public Appearances. Pursuant to the Mission, Vision, and Values of MAO, Candidates are encouraged to participate in as many community and governmental events as possible. However, Candidates are not permitted to participate in an "Official Capacity" in any commercial sponsorship event, rally, or campaign event for a cause or a political campaign. It may be viewed as an endorsement of the activity by the Organization. "Official Capacity" is defined as wearing a Crown, Sash, or other similar brand recognition to an MAO title you may hold or brand/title-related social media channels. For example, you are encouraged to participate in events that specifically support or advocate for your Social Impact Initiative and/or Partners of the National, State, or Local Organizations. While you are permitted to participate personally in events, causes, or fundraisers that are political or even may be considered controversial in nature, you are not allowed to participate in an "Official Capacity" utilizing the MAO brand unless it is specific to your SII. Should you have any questions, please contact your State Executive Director for guidance.

1.4. Intent to Advance. Local and State Organizations conduct Local Competitions. The winners of which advance to the Miss (State) Competition ("State Competition"). The State Competition winner shall represent the State at the Miss America National Competition (the "National Competition"). The Candidate 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, the Candidate acknowledges should she win the State Competition, she intends to participate in the National Competition. Should Candidate be selected at one level and elect not to participate at the next highest level, Candidate acknowledges and asserts she will forfeit any Title(s) and all rights and privileges associated. Should she forfeit the Title(s), another Candidate may assume the Title(s) and the rights associated therewith. This Agreement also governs participation in the awarding and forfeiture of scholarships related to participation and winning a title.

1.5. Titleholder Use of Marks and Copyrights. The winner of the Local or State Competition(s) shall be designated "Miss Local" or "Miss State" (hereinafter referred to as "Titleholder").

1.5.1. Intellectual Property Rights. The Candidate/Titleholder does not own, have right to, or control, in any way, the titles, marks, symbols, crowns, sashes, social media accounts, or other property of the Local, State, or National Organizations or their respective Competitions. At any time during the Titleholder's "Year of Service" (see 1.7), 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 Miss America Brand ("Brand"), she may be advised to "cease and desist" the use of any titles, words, marks, symbols, crowns, social media accounts, or other properties associated with the Brand of the Local, State, or National Organization(s) and their respective Competitions. Should Titleholder be so notified, she understands and agrees she must immediately comply with such request and agrees the Organizations' decision shall be final and binding. Candidate/Titleholder acknowledges and agrees she will never use or authorize anyone else to use the words "Miss (Local)," "Miss (Local) Competition," "Miss (Local) Organization,"

"Miss (State)," "Miss (State) Competition," "Miss (State) Organization," "Miss America," "Miss America Pageant," "Miss America Competition," or "Miss America Organization," or any similar or related phrase, in association with her, her name or likeness in any way without prior written approval from MAO. These provisions expressly survive the termination of this Agreement and shall be enforced by the Local, State, and National Organization(s).

1.5.2. Change of Licensee. The Titleholder understands and agrees that should a Local or State Organization no longer hold a license, her title and job responsibilities will be transferred to a new licensee. Should a Local no longer hold a license, the Titleholder will take direction from the State Organization until the State Organization awards the new Local license. Should a State Organization no longer hold a license, the Titleholder will take direction from MAO until MAO awards a new State license, outlined in Section 3.9.

1.6. Rights to Likeness. The Candidate assigns to the State Licensee listed in Section 1.1, to MAO, its affiliates, and its licensed organizations; a worldwide, royalty-free, perpetual, and irrevocable licenses to use her likeness in conjunction with the Brand at the Local, State, and National levels whether in audio, print, digital or any other medium, known or yet to be known, to be used by MAO, its affiliated organizations, its successors, and its licensees.

1.7. Titleholder Duties and Year of Service. All Titles are awarded through a State and/or MAO licensee. The Titleholder's "Year of Service" shall begin when the Candidate is awarded her Title and shall continue until her successor is chosen. Titleholder shall hold said Title(s), under this Agreement, as well as the rules, regulations, and policies of the Local or State Organization, and MAO until a successor is chosen, term expires, or breach of contract. Year of Service may be shortened should she elect to relinquish the Title, should she become ineligible to hold the Title, or should she be relieved of her duties by the Local, State, or National Organization.

1.7.1. During her Year of Service, the Local or State Organization shall be her exclusive agent. Compensation, if any, will be set by the State Organization in line with MAO policies. The Candidate acknowledges that neither she nor any other third party can dictate duties, appearances, payments to Titleholder, if any, or other responsibilities of the Titleholder. These duties may include travel and participation in personal appearances throughout the Local Area, Region, State, and Country.

1.7.1.1. These activities are designed, scheduled, arranged, negotiated, and supervised by the State or Local Organization. The Local or State Organization shall determine if, when, and where a Tour Manager may be utilized. As a Titleholder, the Candidate agrees that should a Tour Manager be appointed; she will be accompanied by and take direction from the Tour Manager at all events. This shall only occur at the direction of the Local or State Organization.

1.7.1.2. Titleholder understands and agrees her mother or other family member is not to serve in this role without the Local or State Organization's prior written approval.

1.7.1.3. Candidate acknowledges and agrees that no representations are made regarding the number or nature of appearances.

1.7.1.4. By signing this Agreement, the Candidate/Titleholder acknowledges the State Organization, as well as MAO, has developed detailed policies, procedures, and standards that govern the activities and conduct of the Titleholder during her Year of Service. Candidate agrees, if selected as the Titleholder at the Local or State Competition(s), Candidate will serve as the Titleholder during the Year of Service. She will prioritize and dedicate her time, efforts, and energy to fulfilling responsibilities, duties, and obligations, as outlined in this Agreement and as explained in writing by the Local or State Program Leadership before the Competition. The Candidate agrees and acknowledges she will engage in no other business or activities that will in any way interfere with the duties and obligations of the Titleholder. Nor shall her actions conflict with the mission and vision of MAO. If chosen as the Titleholder, the candidate agrees that she will make 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.

1.7.2. Candidate/Titleholder understands that some Program elements, particularly the Competition and public appearances of the Candidate/Titleholder during the Year of Service, are frequently the subject of intense media and public interest scrutiny. The Candidate/Titleholder understands and agrees she is not to book any appearances and the Local or State Organization is her agent.

1.7.3. Candidate/Titleholder understands she may not accept payment for any appearances, commitments, interviews, testimonials, endorsements, filming, tapings, photographic or recording sessions not arranged by and approved by the Local or State Organization. All appearance and endorsement fees are property of the Local or State Organization.

1.8. Candidate Coaching. The Candidate's use of a coach may transpire with the expressed prior written approval of and collaboration with the Local or State Organization. Should the Candidate win a Local, she must submit a signed statement to the Local Organization identifying her coach(es) no less than seven (7) days following the Competition. Both the Local and State Organizations must approve this statement.

1.8.1. Should a coach be replaced or added to the preparation team, a revised signed statement must immediately be forwarded to the State Organization. Candidate/Titleholder understands that coaching relationships that are not adequately disclosed will disqualify Candidate/Titleholder for the next level of Competition.

1.8.2. Non-Disclosure Agreements (NDAs) or any other legally binding contract designed to conceal a coaching relationship is expressly prohibited and will result in disqualification. Any additional agreement, written or verbal, directly or for the benefit of the Candidate, is superseded by this Agreement and any agreement from MAO.

1.8.3. Candidate/Titleholder acknowledges and agrees coaches cannot interfere with the Local or State Organizations business affairs in any way, the Titleholder's responsibilities, jeopardize current agreements, sponsorships, partnerships, or agreements being negotiated by the Local or State Organizations.

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

Section 2: Eligibility and Assertions of Candidate to Participate in Competition(s) and Candidate Contractual Obligations

2.1. Authorization. The Candidate acknowledges by signing this Agreement; her eligibility may be subject to review at each level of Competition. The determination of eligibility to compete in a Competition shall not in and of itself be the basis of eligibility to compete in subsequent Competitions at any level. Candidate/Titleholder authorizes the Local, State, or National Organization, at its/their sole discretion, to release and publicly comment upon any truthful information concerning Candidate/Titleholder's eligibility to compete, participate in the Program, or to complete her Year of Service.

2.2. National Competition. The Candidate asserts that she has never before competed in an MAO National Competition.

2.3. Age. Candidate is currently _____ years of age and was born on _____, _____.

The Candidate understands and attests that to be eligible to compete, she:

2.3.1 She must be at least nineteen (19) years of age as of December 31st in the calendar year of the State Competition in which she competes;

To further clarify: *The Candidate cannot be eighteen (18) years of age on December 31st in the year she could compete at the State Competition. If the candidate is eighteen (18) years of age on December 31st in the year she could compete at the State Competition, then she must compete in the MAOTeen program.*

2.3.2. *Must not be older than twenty-six (26) years of age as of December 31st in the State Competition's calendar year in which she could compete;*

To further clarify: *The Candidate cannot turn twenty-seven (27) years of age at any time during the calendar year in which she would compete at the State Competition (Calendar defined as January 1st through December 31st).*

2.3.3. The Candidate attests that she will be _____ years of age on December 31st, 2023 and confirms that she will not be older than the twenty-six (26) year old age requirement.

Candidate's birth certificate or a copy of Candidate's driver's license or a government-issued identification card which includes Candidate's age must be attached as **Exhibit A**.

2.4. Jurisdiction. The Candidate understands and attests that to compete; she must either:

- 1) Reside in the State of Competition; or
- 2) Be accepted and successfully enrolled in and physically attending classes on a full-time basis at an accredited college, or university, or technical school in the State; or
- 3) Be employed on a full-time basis, defined by state law, in the State.

2.4.1. Residency Status. If Candidate is claiming eligibility to compete in the State or Local Organization Competition based upon her residency in the state of _____ and/or the city of _____, she must be a legal resident of _____ or city of _____ for at least thirty (30) days prior to competing in Local Competition or, if there are no Local Competitions, at least ninety (90) days prior to a State Competition.

The Candidate understands if her eligibility is based on residency as outlined above and the terms of her eligibility as a resident are not maintained, then her eligibility to continue to compete at the next level of Competition(s) and continue to hold a title, if any, will be forfeited.

A residence is defined as the primary address where the Candidate physically lives. The Candidate has established verification of residency through her driver's license, automobile registration, voter registration, property mortgage or lease in her name, or tax filings.

Candidate currently resides at:

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

Candidate has resided at this address since _____.

If applicable, the Candidate has attached as **Exhibit B** a copy of her driver's license or a government-issued identification card and proof of this residency in the form stated above. If a Candidate's Residency is established at the specific location above less than thirty (30) days prior to the Local Competition or less than ninety (90) days prior to the State Competition in a State that has no Local Competitions but yet she still lived in the jurisdiction; in this case, the Candidate is eligible but must identify her previous address within the jurisdiction:

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

The Candidate certifies she lived at the above address from _____ (date) to _____ (date). If applicable, the Candidate has attached as **Exhibit B** a copy of her property mortgage or lease in the Candidate's name, utility bills, automobile registration, tax filings, voter registration card, or other like identification documentation. If requested, the Candidate agrees to provide the Local or State Organization with any additional information or documents within five (5) business days of the request to determine residency. The Candidate acknowledges and fully understands that further proof of residency may be requested.

Information to support the Candidate's residency is attached as **Exhibit B**.

2.4.2. Student Status. If the Candidate is claiming eligibility to compete based upon her status as a full-time student, she must have been accepted and successfully registered to physically attend classes at an accredited college, university, or technical school as a full-time student (at least 12 credit hours). The necessary documentation shall be supplied as **Exhibit C**. If she met the requirements of a full-time student at the time of winning her state title and was registered as a full-time student at that time, the Titleholder may elect to take a leave of absence from full-time student status to serve in the role of State Titleholder. Should she make this election, she will still maintain her eligibility for the National Competition.

Eligibility based on full-time Student Status provides the Candidate the ability to compete in the State where she is a student. The Candidate is required to have the ability to attend classes in person should the class be offered in person. Candidates are not allowed to utilize enrollment in online or distance education to establish "Student Status." The Candidate understands she must maintain full-time Student Status. Should she fail to do so, her eligibility to continue to compete at the next level of Competition(s) and continue to hold a title, if any, will be forfeited.

If the Candidate had won a Local Competition and graduates before her State Competition and met the requirements above, she remains eligible to compete in the State Competition under this section.

If the Candidate is competing in a State Competition with no Local Competitions, she remains eligible to compete in the State Competition within ninety (90) days of graduation if she has met the requirements above.

If applicable, and the Candidate has supplied the necessary information in **Exhibit C**, the Candidate agrees to provide the Local or State Organization with any supplemental documentation within five (5) business days of the request to assist in determining eligibility. The Candidate acknowledges and fully understands that additional proof of student status may be requested.

2.4.3. Employment Status. If the Candidate is claiming eligibility to compete based on her full-time employment (full-time being defined as averaging no less than 32 hours per week), she must claim eligibility in the State or geographic boundary where she physically works or in the State or geographic boundary that is considered her home base.

Such employment and hours must be verified by the Candidate's employer(s) for a continuous period of at least sixty (60) consecutive calendar days immediately preceding the date of her first Local Competition in which she is competing, or at least sixty (60) consecutive calendar days prior to the State Competition if the State does not hold Local Competitions.

Name of Current Employer: _____

Address of Employer: _____

Phone Number of Employer: _____

Nature of Position: _____

Dates of Employment: _____ to _____

If applicable, the Candidate has attached paystubs, W-2 forms, income tax filing, or other relevant documentation to prove full-time employment on **Exhibit D**.

The Candidate understands if her eligibility is based on full-time employment as outlined above and the terms of her eligibility are not maintained, her eligibility to continue to

compete at the next level of Competition(s) and continue to hold a title, if any, will be forfeited. If requested, the Candidate agrees to provide the Local or State Organization with any additional information or documents within five (5) business days of the request to determine eligibility. The Candidate acknowledges and fully understands that further proof of employment may be requested.

2.5. Citizenship. I am a citizen of the United States of America. **Exhibit E**.

2.6. High School Education. The Candidate must be a high school senior or have such standing, have completed the GED testing program for high school equivalency or have met the academic requirements for entry into an accredited college, university, or technical school degree program requiring physical attendance no later than the date of her first Competition.

If a Candidate with high school standing or equivalency earns a Local Competition title, she must graduate from high school or equivalency by July 31st in the year of her State Competition.

The Candidate must provide the relevant information in **Exhibit F**. To determine eligibility, if requested, the Candidate agrees to provide the Local or State Organization with any additional documentation before the start of the first Competition or within five business days, whichever is greater. The Candidate acknowledges and fully understands that further proof of high school graduation or its equivalent may be requested.

2.7. Personal Characteristics. The Candidate understands that to be eligible to compete in Local, State or the National Competition, she hereby acknowledges and attests to the following:

2.7.1. Gender. The Candidate is female.

2.7.2. Marital Status. The Candidate is not now, nor has ever been married, nor has had a marriage annulled, nor will get married during the Year of Service. The Candidate is eligible to compete if she is engaged to be married. However, the Candidate attests she is willing to postpone any marital plans if selected as the Titleholder until after her Year of Service. The Candidate also agrees she shall not make any public statements or allow another party to make public statements regarding a public announcement of a marriage proposal or marriage engagement during her Year of Service. The Candidate understands that if she gets married during her Year of Service, she is no longer eligible to participate or compete in any Local, State, or National Competition or continue to hold her Title.

2.7.3. Parental Status. At the execution of the Agreement, the Candidate asserts she is not now pregnant. The Candidate also attests she is not a parent or the adoptive parent of any child, nor will she become a parent, or the adoptive parent of any child, during her Year of Service. The Candidate understands that if she becomes pregnant or becomes the adoptive parent of a child during her Year of Service, she is no longer eligible to participate or compete in any Local, State, or National Competition or continue as a Titleholder.

2.7.4. Uphold MAO Mission and Vision. The Candidate has not been involved in any act or behavior that is or could be perceived by the Local, State, or National Organization, contrary to the mission, vision, goals, objectives, or policies of the Miss America Program. This includes activity on social media. Such determination shall be made by MAO in its sole and absolute discretion. The Candidate understands and agrees the judgment of MAO shall be final and binding.

2.7.5. Social Media. The Candidate agrees to and acknowledges the Local & State Social Media Policy as set out by the program in **Exhibit G**. Local and State Organizations may have additional guidelines/policies regarding candidate social media.

2.7.6. Criminal Record. The Candidate has not been charged with multiple minor or petty offenses in the last twenty-four (24) months. The Candidate has never been convicted of a criminal offense, and no criminal charges are pending against her. The Candidate understands that should she be charged with an offense of any kind after the execution of this Agreement, she may lose the ability to compete or lose any title she had won at a Competition. The Candidate acknowledges that should she be charged with a criminal offense; she is responsible for reporting this to the State Organization within five (5) business days. The Candidate has the right to appeal this decision to MAO through the legal counsel of her choice. Any decision by MAO will be final and binding.

2.7.7. Non-Disparagement. Candidate/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 the Local, State, or National Organizations, their reputation(s), or business activities, the determination of which is in the sole, absolute, and exclusive judgment of the State Organization and/or MAO. These actions include, but are not limited to, the uttering or publishing of any disparaging comments, acts of harassment or bullying, statements to the media, social media postings, or actions taken to direct or support such activity(ies) by others regarding or targeting Local, State or National operations, affiliates, sponsors, partners, scholarship providers, volunteers, and staff. The Candidate/Titleholder understands that in order to prevent damage to the Program's business or reputation, or to an individual, including their employment, activities, or reputations, she may be dismissed from competing and/or from holding a title in the Program, such determination being in the sole, absolute and exclusive judgment of the State Organization and/or MAO. Any Candidate/Titleholder found to violate this Agreement will be subject to Liquidated Damages as outlined in Section 2.7.7.

2.7.8. Liquidated Damages. It is mutually agreed in the event the Agreement is breached by the Candidate, the Local, State, and National Organizations will suffer substantial damages which may not be possible to quantify with certainty. The Candidate acknowledges the loss of Title and/or other awards as liquidated damages and not as a penalty together with all attorney fees and expenses. This does not include scholarship awards.

2.7.9. Health. The Candidate asserts and states that, to the best of her knowledge, she can physically participate fully in and execute all program activities and can individually compete for the duties of a Titleholder. Upon submission of appropriate certified documentation, the Local/State Organizations will work with the Candidate to provide reasonable accommodations that do not create an unfair competitive advantage not afforded to all Candidates. If applicable to the Candidate, please provide information on **Exhibit G**. Candidates needing accommodations, please complete **Exhibit G** and submit as instructed on the directions page.

2.7.10. Substance Abuse. The Candidate does not use, consume or distribute any illegal or controlled substances other than those obtained under a valid prescription and taken according to the directions of a licensed healthcare professional. The Candidate does not abuse the use of alcohol, prescriptive drugs, or potentially addictive substances.

2.7.11. Conflict of Interest. The intent of this section is to avoid **any undue influence on judging** and the operation of competitions.

2.7.11.1. No Candidate can compete in a Local, State, or National Competition if an Immediate Family Member(s), as defined in 2.7.10.6., is currently judging or has judged at any level in the MAO program, which includes MAOTeen within the last 12 months.

2.7.11.2. Candidate acknowledges Local and State Competitions will be judged using a minimum of five (5) judges and a maximum of seven (7) judges unless otherwise approved or directed by MAO. These judges shall use the "Olympic" scoring model where the highest score and the lowest score from the judging panel will be dropped. Only the remaining scores will be counted.

2.7.11.3. The Candidate is to report immediately in writing to the Competition Director or Judge's Chair any Judge who is personally known to them or the Candidate's immediate family, as defined in section 2.7.10.6. There shall be **no repercussions or penalty** for reporting such knowledge. Because a Candidate reports personally knowing a Judge, this shall not necessarily disqualify a Judge. Judges are provided resumes of the Candidates prior to the Competition and are subject to a Code of Conduct. Should the Organization feel there is a conflict, they are to replace the Judge. The Local and/or State Competition Leadership shall review all notices and investigate any potential conflicts and make such determination utilizing the guidance provided by section 2.7.10.5. **To prevent one Judge from dictating the outcome of the Competition, the Local and State Competitions use Olympic Judging as outlined in 2.7.10.2.**

2.7.11.4. Judges are obligated to report any attempt, directly or indirectly, to influence their decision to the State Organization or MAO. If a Candidate or Immediate Family Member(s), as defined in section 2.7.10.6., is found in violation of this policy, the Candidate shall be subject to disqualification from the Competition. If the violation is determined following the Competition, the Candidate shall be subject to remedies provided by this Agreement.

2.7.11.5. To assist in making a rules determination regarding any question of a possible conflict of interest or impropriety related to judging shall refer to the "MAO Judges Eligibility Rules" and "Judge's Affidavit" for guidance.

2.7.11.6. Immediate Family Members are defined as parents, grandparents, aunts, great aunts, uncles, great uncles, nieces, nephews, and siblings, whether by whole or half-blood, or by marriage, including stepchildren, adoption, or natural relation.

2.7.11.7. Local and State Organizations shall include Miss, Teen, Princess, or Princess-like programs, or any MAO affiliated organizations.

2.7.11.8. No Candidate shall be allowed to compete in a competition if an Immediate Family Member(s), or an Entity Controlled by or has Decision Making Authority by an Immediate Family Member(s) is a sponsor or donor to the Local, State, and National Organization, or their related Foundations. Candidate program book advertising/salute pages and supporting candidate fundraising efforts are excluded from this prohibition.

2.7.11.9. A Candidate can be eligible to compete if an Immediate Family Member(s) is an employee of a service provider, vendor, or contractor to the Local Organization, State Organization, MAO, or their related Foundations which has no direct involvement with the competition. Still, no Immediate Family Member(s) can provide any services during any competition nor services to any candidate.

2.7.11.10. No Candidate shall be allowed to compete in a Local or State Competition where an Immediate Family Member(s) has served in any capacity, volunteer, or otherwise in the last six (6) months. "Any Capacity" shall include, but not limited to, taking tickets, serving as an usher, as a candidate prep coach, committee member, or local organization board member.

2.7.11.10.1. Should an Immediate Family Member(s) have served in a position referred to above, the Immediate Family Member(s) must have formally resigned at least six (6) months before the time Candidate is eligible to compete in her first Local Competition, or if locals are not held in the State where she competes, at least six (6) months prior to the State Competition in which she intends to compete.

2.7.11.11. If the Candidate meets the eligibility requirements to compete in another state and Immediate Family members have not been active in that State, the Candidate can compete in the other State and the other State's Locals.

2.7.11.12. No Candidate shall be allowed to compete in any competition if an Immediate Family Member(s) serves as a member of the MAO Board of Directors, is an employee of MAO, its affiliated organizations, or serves in any position that, in the opinion of the MAO Board of Directors, has influence over the Competition and judging.

2.7.11.12.1. Should an Immediate Family Member(s) have served in a position referred to above, the Immediate Family Member(s) must have formally resigned at least one (1) year prior to the time Candidate is eligible to compete in her first Local Competition, or if locals are not held in the State where she competes, at least one year prior to the State Competition in which she intends to compete.

2.7.11.13. The Candidate acknowledges and attests that no conflicts of interest as outlined in this section exist, and she is eligible to compete. Should the Candidate have a question as to a possible conflict, they shall contact their State Executive Director.

2.8. Contractual and Other Obligations.

2.8.1. Participation Fees. The Candidate acknowledges and asserts she is required to pay participation fees to be eligible to compete at various levels of Competition.

2.8.1.1. Candidate acknowledges she will be required to pay a minimum of Thirty-Five Dollars (\$35.00) per Competition year to register on the MAO Registration website.

2.8.1.2. Candidate acknowledges and asserts that should she desire to compete in a Local Competition, she is required to pay an additional \$75.00 Local Registration Fee on the MAO Registration website for each Local Competition entered by a date determined by the Local Organization(s), no later than the beginning of Local Competition(s) activities.

2.8.1.3. Candidate acknowledges and asserts that should she advance to the State Competition, she is required to pay an additional Three Hundred and Twenty-Five Dollars (\$325.00) State Registration Fee on the MAO Registration website by a date determined by the State Organization, no later than the beginning of State Competition activities.

2.8.1.4. Should a competition be canceled for any reason, any funds paid toward that competition shall be credited to the Candidates account and allowed to be applied to the next competition. Should the Candidate choose not to compete any further or should she become ineligible to compete, all funds shall be donated to the advancement of the mission of MAO. Refunds will not be issued.

2.8.2. Candidate Scholarship Fundraising. The Candidate acknowledges she is encouraged to raise funds that support Miss America Scholarships at the State and National levels. All Funds raised must go through the official fundraising website designated by MAO. She must adhere to all procedures and policies of the fundraising site, the Local, State, and National Organizations, which may change from time to time with notice to the Candidate/Titleholder.

2.8.3. Personal Social Impact Initiative ("SII"). The Candidate understands that a job function of the selected Titleholder, in addition to MAO's national initiatives, will be to work with Local and State Organizations to advance the Candidate's personal Social Impact Initiative.

2.8.4. Prior Contractual Commitments. The Candidate has not, within three (3) months of signing this Agreement, authorized any person, firm, corporation, or other entity to use her name, photograph, picture, or present or future title(s) that she holds or may hold, in connection with an endorsement to advertise any commercial product. Should a candidate currently have a contract to endorse or promote a product, in which she was engaged prior to the signing of her first candidate contract, the Candidate is to submit this agreement for review to her State Organization and MAO for conflict review.

2.8.5. Legal Obligations. The Candidate asserts she does not have any legal obligations that would prevent or limit the Candidate's participation in the Local or State Competition, limit her ability to make appearances for the Local Organization, State Organizations, or National Organization during her in the Year of Service. The Candidate also asserts that she does not have any legal obligations that would impede her compliance with all rules, regulations, and conditions of the MAO. The Candidate acknowledges, understands, and agrees that she will not in any way endorse nor permit her name or likeness to be used in connection with the endorsement or advertisement of any products or services competitive to the products or services of an advertiser, sponsor, or licensee of the Local or State Organization(s), either as a Candidate or during her Year of Service unless the Local or State Organization approves such an endorsement or advertisement in writing.

2.8.6. Other Competitions. If the Candidate wins her Local or State Competition(s), she will continue to hold the Title for her Year of Service. During that Year of Service, the Candidate acknowledges and agrees that she will not associate in any way with, promote, perform, Judge, or become a candidate or participant in any other local, state, preliminary, regional, national, or international Competition or preliminary Competition of a similar nature (defined below) to the MAO Program. The Candidate also represents that she is not, at the time of executing this Agreement, a candidate, participant, or Titleholder in any other local, state, regional, national, or international Competition or State or Local preliminary Competition of a similar nature to the MAO Program nor under any contractual obligations to such other competitions.

2.8.6.1. BEFORE the Candidate chooses to participate in a competition of a similar nature; she must provide a written/dated resignation letter for any MAO title BEFORE competing in the other Competition of a similar nature and is unable to regain the resigned MAO Title for the current and the next competition years.

2.8.6.2. Candidate who participates in a competition of a similar nature may be required to suspend future eligibility for a period of time (not more than one (1) year) where she is unable to continue competing in future Local Competition(s) and/or the State Competition at the sole determination of the MAO Licensed State Organization.

2.8.6.3. Candidate who participates in a competition(s) of a similar nature is required to submit a signed letter of release from any responsibilities and/or contracts from the other Competition's director or an executive on their competition letterhead before competing for an MAO Local or State Title.

Similar nature is defined as programs in which a participant advances to regional, national, or international Competition(s) by winning local and/or state competition(s) and is awarded a title or crown. Candidates 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. MAO Candidates should avoid taking photos with other similar nature event titleholders wearing crowns or marks outside of the MAO program.

2.8.7. Attorney Review of Agreement. The Candidate acknowledges she has been given a sufficient opportunity to review this Agreement and its attachments. The Candidate 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. Candidate acknowledges and understands this Agreement and its attachments are a legally binding document, and once executed, submitted, and accepted, the Candidate has agreed to be bound by its terms.

2.8.8 Termination of Eligibility and/or Awards. Candidate/Titleholder understands and agrees that if any of the representations or statements made in this Contract or any of its attachments is determined by the Local, State, and National Organization(s) to be false at any time after executing this Agreement, including during her Year of Service if chosen as a Titleholder, or if any of the facts herein should change and Candidate/Titleholder fails to report any such change(s) in writing immediately to her Local, State or National Organization(s), in its/their sole discretion, can limit or prevent Candidate/Titleholder from further participation in the Program, including terminating Candidate/Titleholder's Year of Service.

In such event, all titles, awards, and grants or perquisites of Candidate/Titleholder shall be terminated and forfeited, subject to the provisions of this Contract, its Exhibits, and/or Addendums.

2.8.9. Participate in Competition. The Candidate acknowledges that to participate in a Local, State, or National Competition, it is required she attend all events, meetings, rehearsals, and appearances leading up to the final selections of the Local, State, or National Competition(s). These events are scheduled on dates determined, at the sole discretion of and by the Local/State/National Competition(s) and/or Organization(s). The Candidate's participation in the Local/State/National Competition(s) may include public appearances including, but not limited to, internet, television, and radio broadcasts, personal appearances, interviews, still photo sessions, social media posts, and video and audio taping or filming/shooting of all or any part of the events associated with the Competition(s).

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

2.8.11. Selection as Runner-Up. If the Candidate is selected at the Competition(s) as a runner-up to the Titleholder, she agrees to remain available to assume all of the rights, obligations, and commitments of the Titleholder's Year of Service at the Organization's discretion and without additional awards unless available, if the Titleholder is unable to fulfill

her role. Titleholders who want to compete in the next year's Program in a Local Competition are allowed to do so under this provision. Should that Titleholder win another MAO Local Competition, she will have to, should it be necessary, determine which Title she would assume based on the Local/State Organization's policies in effect at the time.

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

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

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

2.12. Scholarship Grants and Forfeitures. Candidate/Titleholder understands and agrees the grant of scholarships by the Local or State Organization is subject to the terms and conditions of Local/State Scholarship Rules and Regulations and/or the Terms and Conditions Attachment.

2.12.1. Scholarship Rules and Regulations. Any Candidate awarded a scholarship granted by MAO, through MAO via the Miss America Foundation ("MAF"), or any such organization contracting with MAO to administer scholarship dollars shall be subject to the "Rules and Regulations" as well as the "Terms and Conditions" (hereafter Rules and Regulations) of the scholarship agreements of MAO, MAF, and their respective designees.

2.12.2. Agreement to Rules. By signing this Agreement, the Candidate/Titleholder agrees to be bound by such Rules and Regulations. The Rules and Regulations may change from time to time at the sole discretion of the Local Organization, State Organization, MAO, or MAF with notice to the Candidate/Titleholder. The Candidate/Titleholder also acknowledges and agrees that all scholarships she may be awarded will be forfeited if she makes assertions

in this Agreement that are false and these applicable Rules and Regulations and Terms or Conditions, including her eligibility to compete. The Candidate/Titleholder also understands and agrees that MAO and MAF have separate scholarship rules and regulations from the Local or State Organization for scholarships awarded by MAO/MAF. Should Candidate advance to the National Competition or be a recipient of a scholarship awarded by MAO and/or MAF, the Candidate/Titleholder agrees to be bound by the Scholarship Rules, and Regulations of MAO and/or MAF Candidate/Titleholder acknowledges and agrees that any scholarships she may have won are subject to the terms of this Agreement, its Exhibits, Addendums, and Amendments. Candidate/Titleholder agrees MAO/MAF is not liable for any scholarship awards granted by the Local and/or State Organizations.

Section 3: General Terms

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

3.2. Governing Venue. This Agreement will be governed by and will be construed, interpreted, and enforced under the laws of the State of Delaware, without reference to principles of conflicts of law. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, will be determined solely by arbitration as defined in section 3.3.

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

3.4. 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.

3.5. Entire Agreement; Enforceability. This Agreement and its Exhibits and Addendums and the terms referenced herein contain the entire Agreement between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance inconsistent with any of the terms hereof.

3.6 Amendments. MAO shall be the only party allowed to amend or revise this Agreement.

3.7 No Waiver. No failure or delay by a Local, State, and National Organization, in exercising any right, power, or privilege under this Agreement will operate as a waiver of any right, power, or privilege of that party hereunder. No waiver by a Local, State, or National Organization, of any breach by the other party on any one occasion will constitute a waiver of any subsequent or other breaches by the other party. No single or partial exercise by a Local, State, or National Organization, of any right, power, or privilege will preclude the further or full exercise thereof.

3.8. Confidentiality. Restrictions on Use of Confidential Information. Candidate/Titleholder will treat as confidential any non-public or proprietary information which may be disclosed, provided, or made accessible by or on behalf of Local/State Organization(s) or MAO whether disclosed in writing, verbally, or electronically, and whether or not marked, designated or otherwise identified as "confidential" or "proprietary" ("Confidential Information"). Any communication verbally noted or marked confidential by the originating party without the express written consent of the originating party. Any disclosure may be a violation of US Copyright Law and other remedies. Candidate/Titleholder will not disclose Confidential Information to any third party nor use that information or permit its approved nonparty affiliates to use that information, directly or indirectly, other than as contemplated by this Agreement. Candidate/Titleholder will be liable for any unauthorized disclosure of Confidential Information. The restrictions on the disclosure and use by Candidate/Titleholder of Confidential Information will continue for the term of this Agreement and a period of five (5) yearsthereafter; provided, however, that with regard to each item of Confidential Information which constitutes a trade secret under applicable law, those restrictions will continue for so long as that item of Confidential Information continues to constitute a trade secret under applicable law.

3.9. Change of Local/State Licensee Status. Following an event of expiration, termination, or non-renewal of the Local or State Organization(s) License with the MAO, Candidate/Titleholder acknowledges and agrees that the Candidate/Titleholder responsibilities, appearances, job duties, Local, State, or National Organization(s) marks, all social media accounts, or any other contractual terms under this Agreement shall immediately transfer to the MAO authorized licensed Local, or State Organization and Candidate/Titleholder shall report to the new MAO authorized licensee. Any period of time following an expiration, termination, or non-renewal of the Local or State Organizations License while a new MAO authorized licensee is not in place, Candidate/ Titleholder acknowledges and agrees all Candidate/Titleholder responsibilities, appearances, job duties, Local or State Organizations and/or MAO marks, all social media accounts or any other contractual terms under this Agreement shall immediately transfer to MAO and that shewill report to MAO Candidate/Titleholder understands and agrees that should she fail to abide by this Section, Section 2.8.8. of this Agreement shall apply, and all titles, awards, appearances, and other grants or prerequisites of Candidate/Titleholder, as appropriate, shall be terminated and forfeited.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[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 the subsequent page(s). If named the Local program's titleholder, the State Organization listed section 1.1 and in the signature line.

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

IN WITNESS WHEREOF, Candidate/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____.

PRINT CANDIDATE NAME

X

CANDIDATE SIGNATURE

State Organization Legal Name

AUTHORIZED STATE EXECUTIVE DIRECTOR OR PRESIDENT SIGNATURE

PRINT AUTHORIZED SIGNATORY NAME

ELECTRONIC SIGNATURE BY CANDIDATE IS NOT PERMITTED

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

[SIGNATURE PAGE]

Signature of Parent or Legal Guardian

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

Parent or Guardian

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

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

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

Agreed this _____ day of _____, 202____.
(month)

PRINT PARENT/LEGAL GUARDIAN NAME

X

PARENT/LEGAL GUARDIAN SIGNATURE

Approval of Agreement for Participation by "First Entered" Local Competition

The Miss (Local) _____, as an officially licensed program of the _____ officially under agreement and licensed by MAO has thoroughly reviewed this Agreement, including the eligibility of _____ "Candidate" and hereby APPROVES this Agreement and accepts appointment as the agent of the Candidate on the terms provided in this Agreement. The Candidate may compete in the Local Competition pursuant to the terms of this Agreement and its attachments.

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

Date of Local Competition: _____

Approval Date: _____

APPROVED BY:

Local Legal Name

AUTHORIZED LOCAL EXECUTIVE DIRECTOR OR PRESIDENT SIGNATURE

PRINT SIGNATORY NAME

Approval of Agreement for Participation State Organization

The _____ as officially under agreement and licensed by MAO has thoroughly reviewed eligibility including the eligibility of _____ "Candidate" independent of any other local competition's determination and hereby APPROVES this Agreement and accepts appointment as the agent of the Candidate on the terms provided in this Agreement. The Candidate may compete in the State Competition pursuant to the terms of this Agreement and its attachments.

Competing as Local Title: "Miss _____ 20____"

Competing for the State Title: "Miss _____ 2023"

Date of State Competition: _____

Approval Date: _____

APPROVED BY:

State Legal Name

AUTHORIZED STATE EXECUTIVE DIRECTOR OR PRESIDENT SIGNATURE

PRINT SIGNATORY NAME

Approval of Agreement for Participation for 'Subsequent Entered' Local Competition(s)

Each subsequent Local Organization accepting the Candidate's application must acknowledge eligibility for participation by inserting the name of the Local Title being awarded.

The _____, as an officially licensed program of the _____ officially under agreement and licensed by MAO has thoroughly reviewed this Agreement, including the eligibility of _____ "Candidate" and hereby APPROVES this Agreement and accepts appointment as the agent of the Candidate on the terms provided in this Agreement. The Candidate may compete in the Local Competition pursuant to the terms of this Agreement and its attachments.

Competing for the Local Title: "Miss _____ 2023 "

Date of Local Competition: _____

Approval Date: _____

APPROVED BY:

Local Legal Name

AUTHORIZED LOCAL EXECUTIVE DIRECTOR OR PRESIDENT SIGNATURE

PRINT SIGNATORY NAME

Approval for 'Subsequent Entered Local Competition(s):

Approval of Agreement for Participation for 'Subsequent Entered' Local Competition(s)

Each subsequent Local Organization accepting the Candidate's application must acknowledge eligibility for participation by inserting the name of the Local Title being awarded.

The Miss (Local) _____ Organization, as an officially licensed program of the _____ Organization officially under agreement and licensed by MAO has thoroughly reviewed this Agreement, including eligibility of _____ "Candidate" and hereby APPROVES this Agreement and accepts appointment as the agent of the Candidate on the terms provided in this Agreement. The Candidate may compete in the Local Competition pursuant to the terms of this Agreement and its attachments.

Competing for the Local Title: "Miss _____ 2023 "

Date of Local Competition: _____

Approval Date: _____

APPROVED BY:

Local Legal Name

AUTHORIZED LOCAL EXECUTIVE DIRECTOR OR PRESIDENT SIGNATURE

PRINT SIGNATORY NAME

Exhibit A
Age Eligibility

REQUIRED

Candidate's Birth Certificate or Driver's License or Government Issued ID asserting age

Exhibit B
Residency Eligibility

**IF CLAIMING ELIGIBILITY BASED ON RESIDENCY
OR IF REQUIRED BY LOCAL/STATE**

- 1. Driver's license or government-issued ID card as Proof of Residency**
- 2. A copy of property mortgage or lease in Candidate's name, utility bills, automobile registration, tax filings, voter registration card, or other like identification documentation as Proof of Current and/or Prior Local/State Residency**

Exhibit C
Student Eligibility

IF CLAIMING ELIGIBILITY AS A FULL-TIME STUDENT

- 1. Enrollment document from college, university, or technical school showing full-time status.**
- 2. Transcripts from college, university, or technical school**
- 3. Degree or transcript from college, university, or technical school, indicating degree awarded.**

Exhibit D
Full-time Employment Eligibility

IF CLAIMING ELIGIBILITY BASED ON EMPLOYMENT.

W-2 forms, income tax filing, or other relevant documentation to prove full-time employment, as Proof of Employment Eligibility

Exhibit E
US Citizenship

REQUIRED

Birth Certificate, US Passport, Certificate of Naturalization, Certificate of Citizenship

Exhibit F
High School Graduation or Equivalency

AT LEAST ONE REQUIRED

- 1. High School Diploma**
- 2. Transcript proving a high school senior**
- 3. GED Certificate**
- 4. Successfully accepted into an accredited college, university, or technical school**

Exhibit G
Request for Accommodation

WHERE APPLICABLE

Exhibit H Candidate Social Media Policy and Agreement

This document specifically addresses social media. Once you make the decision to participate in our program, your past and present are also a determining factor in your continuing eligibility. If inappropriate language, photos, videos, or any other form of inappropriate communications are discovered, your eligibility is at the sole discretion of the Local, State and/or National Organizations. This is a zero-tolerance policy that will be enforced.

If you have questions regarding the appropriateness of your social media posts, language, photos, videos, etc., ask yourself these questions: "Can I stand on stage in front of the panelists, leadership, parents, children, etc. and show my social media posts? Can I repeat the language that I have used?" If the answer is "no" because they may find it offensive, then this organization is not for you.

SOCIAL MEDIA POLICY

The following are the official guidelines for participating in social media for any participant in the National Competition. If you're creating or contributing to blogs, wikis, social networks, virtual worlds, or any other kind of social media, these guidelines are for you.

As a member of the MAO community, you are representing the organization when you are participating in any form of media, including social media. Posting as a representative of the MAO program is not a right, but an opportunity. Treat it seriously and with respect.

1. Disclose

Your honesty—or dishonesty—will be quickly noticed in the social media environment. Please represent the Miss America program ethically and with integrity.

- **Be transparent:** Use your real name, identify you are associated with the program and be clear about your role.
- **Be truthful:** If you have a vested interest in something you are discussing, be the first to point it out and be specific about what it is.
- **Be yourself:** Stick to your area of expertise; write what you know. If you publish to a website outside of the program, please use a disclaimer something like this: "The postings on this site are my own and don't necessarily represent The Miss "Local" or Miss "State" Organization(s) or the program's positions, strategies, or opinions."
- **Be conscientious:** Keep in mind what you write is your responsibility and failure to abide by these guidelines could put your relationship as a participant/titleholder at risk.
- **There** is no clear line between your association with the program and your personal life. Always be honest and respectful in both capacities. With the ease of tracing authors back from their posts and the amount of information online, finding the actual identity of a poster from a few posts and a screen name is not impossible. This creates an avenue for outside parties to link your personal writings to those you've done as a program representative. Always write as if everyone knows you. Never write anything you wouldn't say out loud to all parties involved and **NEVER share confidential information.**

2. Protect

Remember, if you're online, you're on the record—everything on the Internet is public and searchable. **What you post is your responsibility!**

- **Don't slam the competition (Local, State, or National):** Play nice. Anything you publish must be true and not misleading, and all claims regarding the program must be substantiated and approved.
- **Don't over share:** Be careful out there—once you hit “share,” you usually can't get it back. Plus, being judicious will help make your content crisper and audience relevant.
- **Did you mess up?** If you make a mistake, admit it. Be upfront and be quick with your correction. If you're posting to a blog, you may choose to modify an earlier post—just make it clear that you have done so.
- *Avoid hazardous materials.*
Do not post or link to any materials that are defamatory, harassing, lewd, vulgar, or indecent! **AND NEVER SHARE RUMORS OR GOSSIP!**
- *Don't promote other brands with our brand.*
Do not promote personal projects or endorse brands, causes, or opinions when posting as a representative of the program unless you have received approval from your Local Director or State Executive Director.
- *Always trackback.*
When reposting or referencing a post from one of MAO's or MAOTeen's online sites, provide a link to the original post or story.

3. **Use Common Sense**

- *Perception is reality.*
In online social networks, the lines between public and private/personal are blurred. Just by identifying yourself as a program representative you are creating perceptions about your expertise and about the organization. Make the program proud.
- *The Internet is not anonymous, nor does it forget.*
Everything written on the Web can be traced back to its author one way or another, and very easily. Information is backed up often and repeatedly, and posts in one forum are usually replicated in others through trackbacks and reposts or references.
- *Do not return fire.*
If a negative post or comment is found online about the program or yourself, do not counter with another negative post. Instead, publicly offer to remedy the situation through positive action. Seek help from your parents, your Local Director, or State Executive Director to help defuse these types of situations.
- *Do not share confidential information.*
You will have information communicated to you which is confidential in nature or Copyrighted (identified with a ©). As a rule of thumb, do not be the person to share any information regarding a competition, rules, or information you might be told.

REMEMBER!

Everything you post on any form of social media is public information, whether you like it or not. It is a permanent record of your character, personality, moral beliefs, behavior, and reputation. If you have **ANY** doubt what you are about to post may come back to haunt you, **DON'T POST IT!**

Candidates are encouraged to discuss internet safety with parents, school officials, and local law enforcement.

Candidate Social Media Agreement

In recognizing and honoring the traits of honesty, good character, talent, poise, intellect, leadership, and good judgment in participants of our program, Social Media Policies for the purpose of enabling our participants to wisely participate in social media have been developed.

Should Candidate create any new accounts on any medium, (whether related to her candidacy/Title or not), Candidate is required to notify her Local or State Executive Director.

List **ALL** websites (where you can post comments or content), message boards, and social websites in which you participate (Ex: Facebook, Twitter, YouTube, Instagram, Linked-in, Snapchat, Imgur, Reddit, TikTok, Pinterest, Personal Website/Blog and similar Social- Media/Blogging platforms, etc.) and list your User ID or Screen Names.

Websites

User/Screen Names

Ex: Facebook

@MissAmerica

Create an additional sheet in similar format if additional page(s) is needed.

Signature Page to Follow

Signature of Candidate and Parent/Legal Guardian (if under 18 years of age)

I, _____, understand inappropriate social media behavior will not be tolerated by the Organization nor any of its State Licensees. I attest, by my signature and if required that of my parent/legal guardian that I have not posted on any type of social media, as defined in **Exhibit H**, either photos, videos, inappropriate language, or any other actions that would be considered inappropriate or bullying behavior in polite society.

I have read and understand this Social Media Agreement. I have supplied **ALL** User ID and Screennames for all websites, blogs, message boards, and social platforms which I participate and can comment or post content (including but not limited to, Personal and Title related).

I understand I must abide by this Social Media Agreement and must notify my Local and/or State Executive Director should I create any new account/username on any existing or new platform.

I understand if any such materials are brought to the attention of the program, I could be in danger of losing my ability to compete, my Title, and be subject to any disciplinary action outlined in this Agreement.

I agree it is at the sole discretion of the Local, State, and/or National Organizations, to determine the consequences of any such action.

X _____

Candidate Signature

Dated: _____ 202

X _____

Parent/Legal Guardian Signature (if under 18 years of age)

Dated: _____ 202

Attachment A
Local/State Scholarship(s) Rules, Regulations, Terms & Conditions
Provided by Local/State Organization(s)

Attachment B
Medical Responsibility and Authorization Form

REQUIRED

Candidate/Titleholder certifies that the Local/State Organization(s) are not responsible for any medical/dental or other health related expenses incurred by Candidate/Titleholder during the time in which they participate in any Local/State Competition(s), including any activities regarding same.

X

CANDIDATE SIGNATURE AND DATE*

*If the Candidate is below the age of 18, the Parent or Guardian must sign.

X

PARENT/GUARDIAN SIGNATURE AND DATE*

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)

*If the Candidate is below the age of 18, the Parent or Guardian must sign.

X

PARENT/GUARDIAN SIGNATURE AND DATE

Attachment C **Health and Safety Consent**

I, _____, agree and consent to the following:

- 1) As a candidate for Local and/or State Competition, I recognize I may be at risk of contracting COVID-19, its mutations, its variants or any life-threatening condition (COVID-19);
- 2) I agree the health and safety of all candidates, volunteers, staff and production staff is a high priority;
- 3) I acknowledge I have a responsibility to report the behavior of anyone making unwelcomed or inappropriate sexual remarks or physical advances towards me immediately to the Local and/or State Leadership Team;
- 4) I agree to follow all directions from the Candidate Leadership Team to help protect myself, my fellow candidates, volunteers, and production staff;
- 5) Should testing prior to travel or during the competition be directed, I agree I will submit to such testing;
- 6) I agree by being a participant in the competition or any gathering prior to on behalf of the Local and/or State program, or its affiliates, should I test positive prior to the day I am to travel to the competition, or should I test positive at any time during the competition, I will forfeit my opportunity to continue competing in the competition for related scholarship awards and the job of the titleholder;
- 7) I understand should I test positive prior to the competition, I am to notify my Local Director and/or State Executive Director immediately;
- 8) I understand the Leadership is there for my protection and the protection of all participants;
- 9) Should I test positive, I understand my disqualification from the competition will not be final until Leadership has made such a determination. This determination will be made following consultation and the recommendation of medical advice, and both are in agreement;
- 10) I agree to follow all directions of the Leadership Team;
- 11) I agree all decisions of Leadership are final;
- 12) I indemnify and hold harmless; The Miss America Organization Inc., MAO IP Holdings, LLC, its affiliates, sponsors, vendors, and partners (collectively referred to as MAO) and their respective officers, directors, agents, volunteers, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") which I may suffer before or during the competition;
- 13) I understand this Attachment is part of my Application, and all applicable sections and subsections of my Application shall also apply to this consent;

I understand the provisions of this consent will be considered severable. Should any one or more provisions be invalid or unenforceable, this will not affect the validity and enforceability of the other provisions.

X

CANDIDATE SIGNATURE AND DATE*

*If the Candidate is below the age of 18, the Parent or Guardian must sign.

X

PARENT/GUARDIAN SIGNATURE AND DATE*

Attachment D
Miss America Job Description

Miss America is the most visible representative of the mission and vision of the Miss America Organization ("MAO").

Miss America's job is one of purpose. She is one member of the MAO team and is responsible for positively promoting the goals and objectives of MAO as well as advancing her own Social Impact Initiative ("SII").

Miss America is a full-time job. As an employee of MAO, she earns a salary, is eligible for MAO employee benefits, and is subject to the policies and procedures of the MAO. She reports directly to the MAO Promotions Manager. While traveling and at events and appearances, she works side by side with her assigned Tour Manager.

Miss America works with the MAO team to develop a realistic, actionable strategic SII plan with metrics that are then used to measure her performance. The performance metrics include building on her SII she brought to the job, identifying new national partners for her SII, and working as part of the MAO team to expand her SII's reach through the Miss America platform. She is also expected to be a national ambassador of MAO's national partner(s) and sponsors as directed and advances recruitment into the MAO program. Through public interaction, media appearances, speaking engagements, sponsor and partnership support, presentations, social media, and administrative work, this position advances MAO's primary goals of education and service.

The job of Miss America is demanding. She must be mentally, emotionally, physically, and professionally equipped to travel, sometimes daily, across the country and potentially around the world. Each day she must come to work ready to promote a positive, friendly, approachable, relatable, engaged, and enthusiastic voice.

Miss America is not a celebrity, nor is she a "beauty queen." Instead, she is a person of character and a representative of service and an example of what it means to be a giver, not a taker. It is her work that will be celebrated as she uses her job to serve others, promote scholarships and the importance of education, and to make a lasting impact on communities across the nation. When Miss America's term expires, she will be successful if she has made a measurable, positive difference in the growth of MAO and her SII objectives.

Miss America is expected to understand that in this position, she is but one part of an ever-evolving legacy of multi-dimensional women at every level of MAO. Her execution of the job is reflective not just of her, but of the entire organization. Miss America is about building on the past and helping to craft a future of relevancy for this and the next generation of women leaders.

Specifically, Miss America 2023 will:

- Serve as a national spokesperson for the Miss America Organization in furtherance of its mission and vision.
- As a member of the staff, work as a team member to help develop goals and facilitate the execution of her SII.
- Travel independently under the direction of a Tour Manager and Promotions Manager.
- Research, prepare and deliver public appearance presentations, performances, and speeches.
- Serve as a spokesperson and brand ambassador for MAO's national partners.
- Research and prepare content such as short videos, blogs, op-eds, and/or thought pieces for media and social/digital outlets.
- Serve as a voice on timely issues for her generation.
- Maintain and manage her personal social media accounts in accordance with MAO policy.
- Be an example to and inspire potential candidates.
- Perform administrative tasks relevant to her job: email correspondence, expense reports, metric reporting, thank you notes, and other tasks as directed.
- Build on the legacy of Miss America by leaving MAO better than she found it.

Required skills and experiences:

- Outstanding interpersonal skills.
- "Can do," team player attitude.
- Ability to problem-solve.
- Desire to adapt to almost any situation.
- Desire to be with and speak with people.
- Excellent public speaking and presenting skills.
- Exceptional written and verbal communicator.
- Ability to use both Microsoft and Google productivity software.
- Show up for and execute work professionally each day.
- Be on time (which means early) and meet all daily deadlines.
- Understanding of client-facing hospitality and service.
- Strong discernment of and ability to interact with media.
- Good at taking direction with a desire to learn, grow and develop.
- Ability to set SII goal metrics and establish a plan to execute by "getting your hands dirty" and digging into creating change.
- Desire to advance a more diverse and inclusive program.
- A sense of humility and humor :)

About The Miss America Organization:

In the summer of 1921, on the boardwalk of Atlantic City, an American icon was born. The organization was a disruptor at its birth and continues to move women forward through education and social impact.

For over 100 years, Miss America has been one of the country's most recognizable household names and has been at the center of everything from national trends to social movements to the birth of television. The young women involved have made a significant difference in people's lives through their educations' and charitable and community service endeavors, using this national organization and the public-facing podium it presents to educate millions of Americans on issues facing the nation.

The symbols of Miss America are meant to advance a continuing movement of showing how women can be leaders, be givers, not takers, and use education and a social conscience to dream big and inspire change for the betterment of the world around them.

Miss America, a non-profit 501(c)(4), is committed to bringing together individuals from different backgrounds and perspectives. We strive to create an inclusive environment where everyone can thrive, feel a sense of belonging, and do great work together. As an equal opportunity employer, we prohibit any unlawful discrimination against a job applicant on the basis of their race, color, religion, veteran status, sex, sexual orientation, national origin, age, disability, or genetic information. We respect the laws enforced by the EEOC and are dedicated to going above and beyond in fostering diversity across our company.

Attachment E
State Organization Legal Names

Identify your State Organization’s Legal Name and enter the name into Section 1.1

State Title	State Organization Legal Name
Alabama	Miss Alabama Organization, Inc.
Alaska	Miss Alaska Scholarship Foundation
Arizona	Miss Arizona Scholarship Foundation Inc.
Arkansas	Miss Arkansas Scholarship Organization, Inc.
California	Miss California Organization
Colorado	Miss Colorado Scholarship Organization
Connecticut	Miss CT Scholarship Organization, Inc.
District of Columbia	Miss DC Scholarship Organization
Delaware	Miss Delaware Scholarship Program, Inc
Florida	Miss Florida Scholarship Organization, Inc
Georgia	Miss Georgia Scholarship Competition, Inc.
Hawaii	Miss Hawaii Organization
Idaho	Miss Idaho Scholarship Organization, Inc.
Illinois	Miss Illinois Scholarship Organization, Inc.
Indiana	Miss Indiana Scholarship Organization, Inc.
Iowa	Miss Iowa Scholarship Program Management Corporation
Kansas	Miss Kansas Organization, Inc.
Kentucky	Miss Kentucky Scholarship Organization, Inc.
Louisiana	Miss Louisiana Scholarship Organization
Maine	Miss Maine Scholarship Program Inc.
Maryland	Miss Maryland Scholarship Organization
Massachusetts	Miss Massachusetts Scholarship Foundation, Inc
Michigan	Miss Michigan Scholarship Program
Minnesota	Miss Minnesota Scholarship Organization
Mississippi	Miss Mississippi Corporation
Missouri	Miss Missouri Scholarship Organization
Montana	Miss Montana Scholarship Program
Nebraska	Miss Nebraska Organization, Inc.
Nevada	Miss Nevada Scholarship Organization, LLC
New Hampshire	Miss New Hampshire Scholarship Program, Inc.
New Jersey	Miss New Jersey Education Foundation Inc.
New Mexico	Miss New Mexico Scholarship Competition
New York	Miss New York Scholarship Competition, Inc
North Carolina	MISS NORTH CAROLINA ORGANIZATION, INC
North Dakota	Miss North Dakota Scholarship Organization, Inc.
Ohio	Mid-Ohio Scholarship Program, Inc. (dba Miss Ohio Scholarship Program)

Oklahoma	Miss Oklahoma Organization, Inc.
Oregon	Miss Oregon Scholarship Organization
Pennsylvania	Miss PA Scholarship Foundation, Inc.
Rhode Island	Miss Rhode Island Scholarship Organization
South Carolina	Miss South Carolina Scholarship Organization, Inc.
South Dakota	South Dakota Scholarship Foundation, Inc.
Tennessee	Miss Tennessee Scholarship Competition
Texas	Miss Texas Scholarship Organization
Utah	Utah Scholarship Foundation
Vermont	Miss Vermont Scholarship Organization, Inc.
Virginia	Miss Virginia Pageant, Inc
Washington	Miss Washington Scholarship Org
West Virginia	Miss West Virginia Organization
Wisconsin	Miss Wisconsin Organization Inc.
Wyoming	Miss Wyoming Scholarship Organization

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