

**2022 LOCAL AND STATE CONTESTANT AGREEMENT
MISS VOLUNTEER AMERICA PAGEANT 2022**

**Agreement for Participation in a Local or State Competition
as Part of the Miss Kentucky Volunteer Organization**

**Contestant Full Legal Name:
Preferred Name:**

Section 1: Introduction.

- a. The Miss Kentucky Volunteer Organization (“State Organization”) is organized under the laws of the State of Kentucky . Under the terms of a license from the Miss Volunteer America LLC (“MVA”), the State Organization operates a program offering scholarship assistance and personal and professional development opportunities for young women within the State of Kentucky . In doing so, the State Organization has made substantial investments in and has developed a valuable identity for the unique symbols and elements of the State Organization. These elements represent and include but are not limited to providing a growth path for strong, dynamic young women in order to shape our collective future by investing in their educational endeavors through scholarships, collaborating with contestants on how to use this platform to launch their careers, furthering their communication skills to better equip them for their futures, embolden them to be advocates for charitable causes and organizations for which they are passionate and inspire them with opportunity-rich experiences that will serve as a catalyst for success.
- b. The State Organization intends to conduct a Competition for the title “Miss (State) Volunteer 2022,” to be held in Frankfort, KY on September 23-25 , 2022 (“State Competition”). The State Competition, which is critically important as it is the single most visible element of the State Organization, is conducted in order to determine the Contestant who best fits the criteria for the position of Miss Kentucky Volunteer (“State Titleholder”).
- c. The State Organization, in its sole discretion, may select persons and/or entities within the State of Kentucky (“Local Organization”) to conduct Local Competitions (“Local Competitions”) for the selection of Contestants to compete in the State Competition (“Local Representative”). The State Organization may also allow Contestants to enter the State Competition as At- Large Contestants (At-Large Contestant’).
- d. To compete in a Local or State Competition, (as a Local Representative or an At-Large Contestant), Contestant must meet all eligibility rules and comply with the requirements of the Miss Local or State Organization, as applicable.
- e. From the time a Contestant is awarded her title until such time as a successor is named or, under the conditions set forth herein, until Contestant wins another title within the MVA program (“Tenure”), a Local or State Representative’s Tenure will have certain duties including travel and participation in personal appearances which, in order to reflect the values and standards of the Organization and to enhance its visibility and maintain its broad public acceptance, are designed, scheduled, arranged and supervised by the Local or State Organization. Notwithstanding anything to the contrary in this Agreement, however, such duties and obligations shall only be requirements for retaining the title of Local Representative and/or State Representative, and such duties or obligations shall not be requirements to retain any scholarship or other prizes awarded to the Contestant.
- f. Contestant expressly acknowledges that the State Organization’s approval of Contestant’s participation in the State Competition, as a Local Representative or an At-Large Contestant, and a Local Organization’s approval of the Contestant’s participation in a Local Competition is based upon the representations and agreements of Contestant in this Agreement, its Attachments and the continued compliance with all of the regulations of the State Organization. Accordingly, eligibility to compete in a Local or State Competition is subject to review at any point prior to, during or after participation in a Local or State Competition.

- g.** By signing and submitting this Agreement to a Local or State Organization for approval, the Contestant represents and agrees (1) all facts and representations contained in this Agreement and its Attachments are true and accurate; (2) to abide by all rules and regulations of the Local or State Organization described in this Agreement and its Attachments, including, if selected as a Local or State Representative, in the period before and during the Tenure; and (3) Contestant meets each requirement for eligibility set forth in this Agreement and its Attachments; and (4) in the event that the Local or State Organization determines that any statement or representation by the Contestant is not true and accurate or that any action by the Contestant is inconsistent with the rules and regulations of the Local or State Organization, the Local or State Organization shall have the discretion to determine whether the Contestant may continue to participate in the Local or State Competition or serve as a State or Local Representative.

Section 2: Contestant Eligibility for a Local or State Competition.

- a. Eligibility Determination.** Contestant expressly represents that Contestant complies with all relevant rules and regulations, including the Rules for Contestant Eligibility to Compete in Local, State and National Volunteer Competitions, as may be amended from time to time by MVA (Attachment A) and incorporated by reference as if fully set forth herein. Contestant shall attach to this Agreement copies of all documentation required to prove each eligibility element upon which Contestant relies to determine eligibility.
- b. Acts and Events Impacting Contestant Eligibility.** Contestant understands and agrees that if:

 - i.** Any of the representations or statements made by me in this Agreement or any of its attachments is determined by the Local or State Organization to be false;
 - ii.** There is a change of circumstances that results in Contestant's compliance with the terms set for in Attachment A or Contestant's ability to fully participate in the Local or State Competition; or
 - iii.** Contestant conducts herself in a manner, including both in-person and on any and/or social media platforms, which is inconsistent with reputation, purpose, standards and/or interests of the Local or State Organization and/or the Miss Volunteer America Organization; then

In the event of disqualification or resignation of any Local or State Representative, MVA must be informed in writing of the circumstances prior to taking such action in the event of a disqualification or as soon as practicable in the event of a resignation. In addition, the Local or State Organization must wait for a minimum of seventy-two (72) hours prior to contacting and awarding the title to the succeeding titleholder. In the event the Local or State Representative is disqualified due to cheating or other violations of Contestant rules and regulations, then such disqualified Local or State Representative shall be required to immediately refund all scholarships or other monetary awards.

Section 3: Participation in Local and State Competitions.

- a. Participation in Pageant.**

 - i.** In order to compete in a Local or State Competition, Contestant must submit the relevant form, Submission for Approval to Compete in a First Entered Local Competition, Submission for Approval to Compete in a Subsequent Entered Local Competition, or Submission for Approval to Compete in a State Competition and have such form approved by the relevant Local or State Organization each time Contestant enters a Local or State Competition in the same state during the same pageant cycle. Nothing contained herein shall serve as a commitment by the State Organization to have Local Competitions, whether virtual or traditional, or to allow for At-Large Contestants to participate in the State Competition.

- ii. Contestant agrees that she is able to and will participate in the series of events leading up to and including the Local Competition and, if selected as a Local Representative, the State Competition and the selection of the Local or State Representative. These events are scheduled on dates to be determined by the Local or State Organization. Contestant's participation in the pageant may involve public appearances scheduled for Contestant by the Local or State Organization including, but not limited to, television interviews, radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming, podcasts, blog interviews, Facebook Live Events, TikTok Videos, Instagram stories, or the like, relating to any or all of the events associated with the pageant.
- b. **Local and State Competitions Behavioral Expectations.** Contestant agrees that while competing at a Local or State Competition, (as a Local Representative or an At-Large Contestant), Contestant will comply with the requirements of the Local and/or State Organization, respectively.
- c. **Conduct of the Pageant.** A Local or State Organization shall conduct the Local and State Competitions in accordance with the rules, regulations and requirements established and/or as permitted by the MVA.
- d. **Televising and Sponsorship of Pageant.** Contestant understands that neither the Local nor the State Organization make any representations to Contestant that the Pageant will be televised, streamed or broadcast on either a live or tape-delay basis, or streamed live, in whole or in part, via any social media platform, or that the Pageant will be sponsored by one or more sponsors, or that Contestant will be personally or individually involved in any specific appearance in any broadcast.
- e. **Selection as Runner-Up.** If Contestant is selected as a runner-up to a Local or State Representative, Contestant understands she may be asked to assume the Local or State Representative's Title in the event the winner of the Local or State Title is no longer able or allowed to serve in that capacity. In such event, Contestant understands that she will retain scholarships earned based upon her initial placement and other awards at the Local or State Competition, but Contestant shall not receive any additional scholarships that were awarded to the original winner at the Local or State Competition to which Contestant is subsequently appointed. (i.e. Contestant will be awarded the title only of the Local or State Representative, but shall not be awarded the applicable scholarship, other monetary awards or any in-kind awards or gift.

Section 4: Commitments for Service as a Local or State Representative

- a. **Expectation of Service as Local or State Representative.** If Contestant is selected as a Local or State Representative, Contestant agrees that she is able to serve and will serve as the Local or State Representative during the Tenure. Contestant is aware of the duties and obligations of the Local or State Representative that have been established by the Local or State Organization responsible for the pageant in which she is competing. Contestant will dedicate Contestant's time, efforts, and energy during Contestant's Tenure to the adherence to and fulfillment of those duties and obligations. Contestant agrees to not engage in any business, agreement, contract or other activities that will in any way interfere with the duties and obligations of Contestant's Tenure. Contestant agrees to make herself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, social media engagements, regular social media postings, photographic and recording sessions and other and various commitments and events related to Contestant's Tenure, including participation in the State Competition if selected as a Local Representative, that the Local or State Organization has made and will make.

- b. Appointment of the Local or State Organization as Exclusive Agent and Representative.** Commencing with Contestant's selection as a Local or State Representative and throughout Contestant's Tenure, Contestant irrevocably constitutes and appoints the Local or State Organization, from which Contestant Representative's Title is given, as Contestant's sole and exclusive agent, representative and attorney-in-fact with the authority to:
- i.** Act for and in Contestant's interests throughout the world for the making of all press releases or other public statements to the media;
 - ii.** Sign, make, execute and deliver all contracts and agreements in Contestant's name in connection with Contestant's business or other affairs as Local or State Representative during Contestant's Tenure, whether they be contracts for Contestant's performance at theatrical, artistic or commercial engagements or other personal appearances, and undertake commitments in Contestant's name for the satisfaction of Contestant's obligations pursuant to those contracts;
 - iii.** Sign, make, execute and deliver all contracts in Contestant's name in connection with any appearances or other obligations which are related to Contestant's service as Local or State Representative which are to be fulfilled after the completion of Contestant's Tenure, provided that Contestant has consented in writing to the terms of such contracts;
 - iv.** Determine the appropriate compensation, if any, that Contestant shall receive for appearances or other activities related to Contestant's Tenure.
 - v.** Collect and receive for and on Contestant's behalf all proceeds, monies or other compensation that is due or to become due to me by reason of any performance, service, appearance, engagement or contract;
 - vi.** Choose and designate Contestant's Business Manager(s) and/or assigned traveling companion(s);
 - vii.** Select the appropriate modes of public or private transportation for Contestant and Contestant's Business Manager(s), including the determination of the appropriate levels of travel service and overnight accommodations for Contestant's Business Manager(s) and/or Contestant; and
 - viii.** Determine the best method of preparing Contestant for the next level of competition. Accordingly, Pageant Advisors cannot be allowed to interfere with the responsibilities of being a Local or State Representative or jeopardize current agreements, sponsorships, or contracts in place with the Local or State organization. For purpose of this Contract, Pageant Advisor includes any person or business specializing in consultation and/or preparation for any area of Competition, whether paid or unpaid, and includes coaches that provide advice with respect to talent, fitness, modeling, interview, photographs, wardrobe, make-up and hairstyle/grooming. The use of a Pageant Advisor may transpire if the Local or State Organization agrees on such arrangement by indicating such approval on the Pageant Advisor Disclosure Form (Attachment B) which is incorporated by reference as if fully set forth herein. If a change in status occurs, that change must be presented to the Local or State Organization no less than seven (7) days following the Local or State Competition. If a Pageant Advisor is replaced or added, then a revised Attachment B must be provided at such time. Pageant Advisor relationships that are not properly disclosed are not permitted. Non-Disclosure Agreements (NDAs) or any other legally binding contract designed to conceal a Pageant Advisor/Contestant relationship is expressly prohibited. The use of a Pageant Advisor by a State Representative is addressed in the State Representative's National Contestant Agreement.
- c. Independent Contractor Status.** Contestant understands and agrees that Contestant is not and will not become an employee of the Local or State Organization during Contestant's Tenure. Contestant is and will remain an independent contractor with respect to the Local or State Organization. The authority granted by this Agreement to the Local or State Organization to act on Contestant's behalf is intended for the mutual convenience of the

Local or State Organization and Contestant and in order to provide an effective means of organizing Contestant's activities during Contestant's Tenure.

- d. **Sponsor Appearances.** Contestant understands and agrees that from time to time, Contestant will be expected to make an appearance on behalf of a sponsor of the Local, State or National MVA Organizations for which she may not receive an appearance fee.
- e. **Numbers of Appearances.** Contestant understands and agrees that the Local and State Organizations have made and make no representations as to the number or nature of the appearances that Contestant may be asked to make or the amount of compensation that Contestant will receive during Contestant's Tenure. Contestant understands that there may be uncompensated appearances for sponsors or donors of the Local or State Competitions.
- f. **Protection of Reputation.** If selected as a Local or State Representative, Contestant's actions and conduct will be representative of the integrity and esteem of MVA, as well as the Local and State Organization. And, as an Official Representative of MVA or the Local and State Organization, Contestant will not engage in any actions or behavior that could be perceived by MVA or the Local or State Organization, or the general public as contrary to the values, purpose or image of MVA or the Local or State Organization.
- g. **Prior Contracts.** Contestant understands that, prior to the competition, the Local or State Organization will enter into contracts, agreements and commitments for the appearances and services of the Contestant who will be selected as the Local or State Representative. Contestant agrees that such contracts, agreements and commitments will be binding on Contestant to the same extent as if the Local or State Organization had entered into them on Contestant's behalf after the commencement of Contestant's Tenure.
- h. **Membership in Unions.** If and when requested by the Local or State Organization, Contestant agrees to become a member or core-member, at Contestant's election, of such unions or guilds as may be necessary in order to appear as a variety artist or for fashion purposes in any film, taped or recorded radio or television products, commercials, motion pictures, social media platforms, photographic sessions or personal appearances.
- i. **Prohibition of Endorsement of Competing Products and Services.** Contestant acknowledges that the Local or State Organization has contracted in the past, and will contract in the future, for the financial support of commercial companies and organizations, whose advertising commitments and other sponsorships are an important element of the financial stability of the Local and State Organizations. Contestant agrees that should Contestant be selected as a Local or State Representative, Contestant will not in any way endorse or permit Contestant's name, likeness or title 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 during Contestant's Tenure unless the Local or State Organization approves such an endorsement or advertisement in advance and in writing. Contestant understands that the Local or State Organization is under no obligation to approve or consent to any such endorsement or advertisement after the end of Contestant's Tenure.
- j. **Participation in Other Competitions.** Contestant shall not become a Contestant or participant in any pageant or competition that is not affiliated with the MVA system during Contestant's Tenure. In the event Contestant's Tenure ends as a result of winning a different Local Representative's Title for a subsequent MVA pageant season, Local Representative shall, to the extent desired by the former Local Organization, participate in the Local Competition including but not necessarily limited to performing, speaking and assisting with the crowning of the new Local Representative. Additionally, Contestant agrees that, during Contestant's Tenure, except with consent of the State Organization, Contestant will not associate in any way as a promoter, performer/host/emcee or judge in any pageant that is not part of the national MVA organization. In no circumstance shall a current Local or State Representative wear a crown, sash, badge or other identifier other than that of their current MVA title.

- k. Appearances after Tenure.** After the conclusion of Contestant's Tenure, Contestant will not wear the crown or sash awarded to Contestant as the Local or State Representative, nor appear live or recorded in any format on any Channel, as defined herein, appearing to represent the Local, State or MVA Organization for the purposes of advertising or endorsing any product, person, cause or service, unless Contestant has received in advance the written approval of the Local or State Organization. Contestant understands that the Local or State Organization shall not be obligated to approve any such appearance or use of the crown and/or sash received as a Local or State Representative.
- l. Acts and Events Impacting Local or State Representative Eligibility.** Contestant understand and agrees that if:
- i.** Any of the representations or statements made by Contestant in this Agreement or any of its attachments is determined by the Local or State Organization to be false;
 - ii.** There is a change of circumstances that results in Contestant's compliance with the Rules for Contestant Eligibility to Compete in Local, State and National Volunteer Pageants (Attachment A) or Contestant's ability to fully participate in the Local, State or National Competition;
 - iii.** Contestant fails to conduct herself, as a Local or State Representative, in a manner, including any social media platform, which is consistent with the standards and dignity of the Local or State Organization and the MVA; or
 - iv.** Contestant does not abide by the duties and obligations of a Local or State Representative established by the Local or State Organization then
- In the event of disqualification or resignation of any Local or State Representative, MVA must be informed in writing of the circumstances prior to taking such action in the event of a disqualification or as soon as practicable in the event of a resignation. In addition, the Local or State Organization must wait for a minimum of seventy-two (72) hours prior to contacting and awarding the title to the succeeding titleholder. In the event that the Local or State Representative is disqualified due to cheating or other violations of Contestant rules and regulations, then such disqualified Local or State Representative shall be required to immediately refund all scholarships or other monetary awards.

Section 5: Scholarships and Prizes

- a. Scholarships.** Scholarships and prizes may be awarded to Contestants based upon scores and other selection criteria applied by judges and/or Local and State Organization as part of a Local or State Competition. Scholarships and prizes, announced during the Local or State Competition on stage or during an Awards Ceremony, may be awarded to any Contestant including those selected as a Local or State Representative.
- b. Request and Use of Scholarships.** Contestant understands and agrees that the request and usage of scholarship awards by Contestant is subject to the terms and conditions of the Scholarship Rules and Regulations (Attachment C) which is incorporated by reference as if fully set forth herein. Contestant agrees to be bound by those rules and regulations as updated from time to time by MVA in order to receive scholarships.
- c. Forfeiture of Scholarships and Prizes.** Contestant understands that any prizes that Contestant may receive through participation in the Local or State Competition may be forfeited in the event that Contestant breaches this Agreement or fails to perform any duties that Contestant may have as a Local or State Representative. Contestant also understands and agrees that prizes *and* scholarships may be forfeited if Contestant has made any misrepresentations as to Contestant's eligibility to compete.

Section 6: Publication, Usage and Ownership of Certain Rights

- a. **Authorization of Publication.** Contestant authorizes the Local and State Organization, including any business or organization contracted by the Local or State Organization, to (1) televise, photograph, broadcast on any platform, including social media platforms or applications (“Channels”), and/or make radio, television, video and audio tapes or motion picture recordings that show or depict the image of Contestant individually or in a group during Contestant’s participation in a Local or State Competition and all related activities; (2) use or re-use such photographs, recordings, video tapes, audio tapes and/or motion picture films in all media, and Channels throughout the world in perpetuity; and (3) use Contestant’s name, Local or State titles, photograph, pictures, likeness and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion, in any Channel as the Local or State Organization shall determine. Contestant will abide by the provisions of any agreement between the Local or State Organization and any business or organization contracted by the Local or State Organization to provide services related to broadcasting, marketing, advertising on all Channels.
- b. **Contestant Supplied Photographs or Videos.** Contestant will ensure that all rights that any photographer(s) may have with respect to any photographs submitted by Contestant are released by such photographer and that any such photographer(s) shall provide a written permanent release of such rights on a form acceptable to the Local or State Organization.
- c. **Registration and Use of Domain Name.** Contestant authorizes the Local or State Organization or its licensee to register a domain name (“Internet Domain Name”) in such version of Contestant’s name as the Local or State Organization or its licensee may deem appropriate, in the form ‘contestantname.com’ or any comparable variation thereof. During Contestant’s Tenure as a Local or State Representative, Contestant shall not register or use, nor permit anyone else to register or use, Contestant’s name or title in any form in an Internet Domain Name.
- d. **Permanent Ownership of Rights.** All photographs, video tapes, audio tapes, motion picture films, social media posts or other recordings or reproductions made of Contestant, whether “still” or “live” on Channel , and Contestant’s name, likeness, photographs, pictures, physical depiction, title and endorsement rights as a Contestant or as a participant in the events leading up to the selection of; or while representing a Local or State Title or participating in any Local or State Organization sponsored events whether before, during or after the pageant or, if Contestant is selected as a Local or State Representative, during or after Contestant’s Tenure, including but not limited to events such as press interviews, judges interviews, rehearsals, social media posts and publicity events, either individually or as a member of a group, as applicable (the “Rights”), are and shall be, become and remain the exclusive property of the Local or State Organization in perpetuity. The Rights may be used and re-used by the Local or State Organization, or anyone designated and licensed by the Local or State Organization, for publicity, advertising or any other use in any medium, all as deemed appropriate by the Local or State Organization in its sole discretion.
- e. **Use of the Titles, Words and Symbols associated with Local Organization, State Organization and/or the Miss Volunteer America Organization.**
 - i. In connection with Contestant’s participation in a Local or State Competition and as a Local or State Representative, Contestant shall be entitled to use titles, words and symbols associated with the Local and State Organization and the MVA. Provided, however, in the event Contestant is advised by the State Organization that Contestant’s use of any of said titles, words or symbols has caused or is reasonably likely to cause harm, including but not limited to use that is associated with a product or service that is not expressly authorized by Local, State or MVA Organizations, Contestant agrees to discontinue any such use immediately.

- ii. Contestant acknowledges and agrees that any title she may hold, including a local, state or national title within the MVA Organization, are the Marks and property of the MVA. Contestant shall not use, authorize or permit any person, business or entity to use such titles, or any similar or related phrase, in association with Contestant or Contestant's likeness in any way except as expressly provided for herein or with prior written approval from the MVA.

Section 7: General.

- a. **Attorney Review of Agreement.** Contestant has been given a sufficient opportunity to review this Agreement including the opportunity to consult with an attorney of Contestant's own choosing to give Contestant legal advice with regard to this Agreement. Contestant understands that this Agreement is a legal document and that if Contestant signs and submits this Agreement to a Local Organization or the State Organization and it is accepted, Contestant has agreed to be bound by this Agreement and its Attachments.
- b. **Documents and Information; Cooperation with Inquiries.** Contestant agrees to provide the Local or State Organization, at its request, with any documents or information necessary to determine any question regarding Contestant's initial or continuing eligibility to compete or to complete Contestant's Tenure. Contestant also agrees to cooperate fully with any inquiry undertaken by the Local or State Organization in connection with Contestant's initial or continuing eligibility, and to provide sworn statements and any relevant documents if requested to do so by the Local or State Organization. As part of this Agreement, Contestant agrees to fully and accurately complete the Contestant Information Sheet (Attachment D) and the Medical Emergency Information Form (Attachment E), both of which are incorporated by reference as if fully set forth herein.
- c. **Public Release of Information.** Contestant understands that some elements of the Organization, and, in particular, the Pageant, as well as the public appearances of a Local or State Representative during the Tenure are frequently the subject of intense media and public interest and scrutiny. Contestant further understands that it is critical for the Local or State Organization to maintain a high level of public trust in and acceptance of the integrity of and manner of conducting the Pageant and the qualifications and conduct of Contestants. Accordingly, Contestant authorizes the Local or State Organization, in the exercise of its sole and exclusive discretion, to release and comment publicly upon any truthful information concerning Contestant's eligibility or continued eligibility to participate or to complete Contestant's Tenure.
- d. **Uniqueness of Contract and Services; Injunctions.** Contestant understands and agrees that the services and duties described in this Agreement are unique and extraordinary and that there is no adequate remedy at law for any breach of this Agreement by Contestant. Therefore, in the event of any such breach, or in the event of such a breach that is attempted or threatened, Contestant agrees that the Local or State Organization shall be entitled to equitable relief by way of injunction or otherwise to prevent or repair such breach or attempted or threatened breach.
- e. **Force Majeure.** Neither the Local and/or State Organization or Contestant (collectively referred to as the 'Parties') shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any fire, flood, earthquake, pandemic, whether regional, national or world-wide pandemic, or similar catastrophe; strike, labor dispute, or embargo; lack or failure of transportation or telecommunication equipment or facilities; difficulties in securing appropriate air time; war, riot, civil disturbance, or insurrection; accident; shortage of suitable parts, materials, or labor; any law, proclamation, or order of any governmental agency; or any other event beyond such Parties' reasonable control, including, but not limited to, any delay caused by the other Party because of such event beyond such Party's reasonable control.

- f. Applicability of Tennessee Law.** This Agreement and its attachments shall be construed and interpreted under the laws of the State of Tennessee, applicable to agreements performed entirely within the State of Tennessee and without regard to Tennessee's conflict of laws principles. The Parties hereto hereby irrevocably consent to the personal jurisdiction of the state and federal courts located in Madison County, the State of Tennessee, and further agree to bring all claims or actions arising under or in connection with this Agreement solely within such courts. Any service of process may be served upon Contestant by any method provided under Tennessee law or by, without limitation, delivering, mailing the same by electronic mail, certified mail or recognized courier, e.g. without limitation, Federal Express or United Parcel Services, to Contractor's last known address.
- g. Entire Agreement; Enforceability.** When signed and approved by the Local or State Organization, this Agreement, together with its attachments, shall solely and exclusively determine Contestant's rights, privileges and responsibilities to the Local or State Organization. No oral or other written statement that is in any way inconsistent with the provisions of this Agreement shall be binding upon Contestant or upon the Local or State Organization. If any provision of this Agreement should be declared void or unenforceable, such provision shall be deemed omitted from this Agreement. In that event, the remainder of this Agreement shall remain in full force and effect.

AS SET FORTH IN SECTION 2 AND ATTACHMENT A, PLEASE INCLUDE THE FOLLOWING DOCUMENTS UPON WHICH YOU ARE RELYING PROVE YOUR ELIGIBILITY TO PARTICIPATE IN THE LOCAL OR STATE COMPETITION:

Please indicate below what documentation you are submitting to satisfy each requirement:

1. Age (one of the following):

Birth Certificate

Valid Driver's License

Passport

2. Residency (one of the following three methods):

Bona Fide Residency

*Current driver's license issued in the State **OR** two or more of the following:*

- o current voter registration card*
- o current lease in the contestant's name for housing in the State*
- o current utility bill in the contestant's name in the State*
- o current vehicle registration from the applicable State*
- o federal student loan correspondence or notices in the applicable State*

Employment

Documentation showing both official start date and full-time employment status. Full-time is defined as no less than 30 hours per week. Describe documentation attached:

Educational Status

Documentation of current full-time student, i.e. official transcript and/or certification. Describe documentation attached:

3. Education (one of the following):

High School diploma showing date of graduation

G.E.D. certificate for High School showing date of completion

Acceptance Letter into an accredited college or university degree-seeking program

IN WITNESS WHEREOF, by signing this agreement, Contestant requests the Local or State Organization to accept Contestant to participate in the Local or State Competition and agrees to comply with the terms and conditions of this Agreement, together with its Attachments.

Contestant Name (Print): _____ Date: _____

Contestant Signature: _____

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

I, _____, as the [Parent or Legal Guardian (circle one)] of
_____ am signing this Agreement on behalf of
_____ and agree that both I and
_____ are fully aware of the terms of this Agreement and agree to be
bound by those terms.

PRINT PARENT/GUARDIAN NAME

PARENT/GUARDIAN SIGNATURE

Signature of State Pageant Representative:

The Miss Kentucky Volunteer Organization has thoroughly reviewed this Agreement, including eligibility, independent of any other Local Organization's determination and, subject to the terms of this Agreement, hereby accepts and approves this Agreement as submitted by the Contestant.

State Director Name (Print):

Date Approved by State Director:

State Director Signature: _____

Submission for Approval of First Entered Local Pageant:

To be completed by Contestant:

By submission of this form, I intend to compete in the following Local Competition:

Name of Local Competition: N/A

Date of Local Competition: N/A

Contestant Name (Print): N/A

Date Submitted: N/A

Contestant Signature: N/A _____

To be completed by the Local Organization:

The Miss Kentucky Volunteer Organization has thoroughly reviewed this Agreement, including eligibility, and hereby accepts and approves this Agreement as submitted by Contestant on the terms provided herein. Accordingly, the Contestant may compete in the Local Competition pursuant to the terms of this Agreement and its Attachments.

Local Director Name (Print):

Date:

Local Director Signature:

Submission for Approval for Subsequent Local Pageant(s) during the same State Pageant Cycle:

To be completed by Contestant:

By submission of this form, I intend to compete in the following Local Competition:

Name of Local Competition: N/A

Date of Local Competition: N/A

Contestant Name (Print): N/A

Date Submitted: N/A

Contestant Signature: N/A

To be completed by the Local Organization:

The Miss Kentucky Volunteer Organization has thoroughly reviewed this Agreement, including eligibility, and hereby accepts and approves this Agreement as submitted by Contestant on the terms provided herein. The Contestant may compete in the Local Competition pursuant to the terms of this Agreement and its Attachments.

Local Director Name (Print):

Date:

Local Director Signature:

NOTE: Each subsequent Local Pageant or entity accepting a Contestant's application must sign off with the name of the title they award, or if they are incorporated under the laws of their specific state and must enter their full corporate name.

Please make copies of this page if entering two or more Local Pageants in the same state during the same Pageant Cycle– each Local Organization must receive and authorize this page for the Agreement

Approval of State Organization to Compete in the State Competition:

To be completed by Contestant:

Contestant Name (Print):

Local Title, If Relevant: Miss

Competing for the State Title: Miss

Date of State Competition: September 23-25, 2022

Date Submitted:

Contestant Signature: _____

To be completed by the State Organization:

The Miss Volunteer Organization has thoroughly reviewed this Agreement, including eligibility and hereby accepts and approves this Agreement as submitted by the Contestant on the terms provided herein. The Contestant may compete in the State Competition pursuant to the terms of this Agreement and its Attachments.

Competing for the State Title: Miss

Date of State Competition:

State Director Name (Print):

State Director Signature: _____

Date:

ATTACHMENT A: Rules and Regulations for Contestant Eligibility to Compete in Local, State and National Volunteer Pageants

In order to be eligible to compete, a Contestant must meet the following requirements:

1. Age.

- a. **Minimum Age** – Contestant must be at least 17 years old as of the date of the Local or State Pageant in which she is competing or will compete. In order to compete in the State Pageant, Contestant must have completed her high school education.
- b. **Maximum Age** - Contestant must not be older than 25 years old as of December 31 in the calendar year of the National Pageant in which she would compete if she were to win the State Pageant.
- c. **Proof of Age Requirement** - Contestant will need to provide proof of age in **one** of the following forms:
 - i. Birth Certificate
 - ii. Valid Driver's License
 - iii. Passport

2. Residency.

The residency requirement must be satisfied in at least one of three ways: Bona Fide Resident, Employment or Educational Status:

- a. **Bona Fide Resident - STATE:** Contestant must have lived in the State where she is competing for a period of at least 30 days immediately preceding the date of the finals of the State Competition. **LOCAL:** Should a Contestant compete in a state with local pageants, Contestant must have lived in the State where she is competing for a period of at least 30 days immediately preceding the date of the Local Competition.

If a Contestant is seeking to establish residency by way of **Bona Fide Residency**, Contestant must provide a current driver's license issued in the State in which she will compete.

If the above is unavailable, Contestant must present copies of 2 or more of the following:

- i. A current voter registration card or written statement from the applicable state or local voting registrar of valid current voter registration in the State.
 - ii. A current lease in the Contestant's name for housing in the State.
 - iii. A current utility bill in the Contestant's name in the State.
 - iv. A current vehicle registration from the applicable State.
 - v. Federal student loan correspondence or notices on which Contestant is named primary or secondary in the applicable State.
 - vi. Other forms of proof of Bona Fide Residency, that are reasonable and can be validated, may be accepted by the Local and/or State Organizations.
- b. **Employment – LOCAL or STATE:** Contestant must be a full-time employee working in the State for a period of at least 30 days immediately preceding the date of the State Competition, or, if Contestant is in a state with Local Competitions, at least 30 days immediately preceding the Local Competition.

If Contestant is seeking to establish residency by way of **Employment**, Contestant must provide proof, that is reasonable and that can be validated, of employment showing both the official start date and full-time employment status. Full-time is defined as no less than 30 hours per week.

- c. **Educational Status - STATE:** Contestant must be enrolled as a full-time student at an accredited college or university located within the State by the first day of the State Pageant.

LOCAL: Contestant must be enrolled as a full-time student at an accredited college or university located within the State by the date of the Local Pageant.

If Contestant is seeking to establish residency by way of **Educational Status**, Contestant must provide proof of current full-time student status, i.e. official transcript and/or certification. In the event Contestant is enrolled in an “on-line” educational program, then eligibility shall default to the State in which Contestant either meets requirements for Bona Fide Residency or Employment.

3. Education.

- a. Requirements** - Contestant must be a high school graduate as of the first day of the State Competition. If Contestant has not graduated from high school with a diploma, then Contestant must have successfully completed the G.E.D. testing program for high school equivalency or have successfully completed the academic requirements for entry into an accredited college/university degree program requiring attendance by the beginning of the fall semester of the year in which Contestant will compete in the State Competition.
- b. Proof of Education Status** - Contestant will need to provide one of the following as proof of Education Status:
 - i.** High School Diploma, displaying date of Graduation
 - ii.** G.E.D. certificate for High School showing date of completion
 - iii.** Acceptance Letter into an accredited college/university degree program

- 4. Participation.** Contestant must never have previously been a Contestant in the Miss Volunteer America National Pageant. In addition, Contestant must not have competed in any other Volunteer state pageant during the same pageant cycle. If Contestant is a current titleholder in any other state or national pageant or competition system, she must acknowledge and agree that, unless permission is granted by Miss Volunteer America, Contestant must resign that title immediately if she wins a Local Pageant in the Volunteer system if Contestant is competing in a State with Locals or if not, State Pageant in the Volunteer system. Contestant will not be eligible to compete in the Miss Volunteer America Pageant unless and until Contestant resigns the title in such other state or national pageant or competition system, and that Miss Volunteer America may, in its sole judgment, terminate Contestant's reign as Miss Local and/or State Volunteer if resignation is not immediately filed in such other state or national pageant or competition system.
- 5. Multi-State Participation.** Under the residency rules, it is possible for a Contestant to be eligible to compete in more than one state within the Volunteer system. A Contestant who meets eligibility requirements for multiple states may, in the same pageant cycle, enter local pageants in both states where eligibility is met. However, once a Contestant wins a Local Pageant Title in one state, the Contestant may not compete in a Local Pageant in a different state during the same pageant cycle or in another State At- Large pageant during the same pageant cycle.
- 6. Personal Status.** Contestant must be a citizen of the United States, recognized medically and legally as a female in sex and consistent gender identification, and must not be married at the time of competing, nor ever have been married or had a marriage annulled.
- 7. Public Status.** Contestant must not currently be a candidate for public office or pursue public office during Tenure.
- 8. Parental Status.** Contestant must not be nor intend to be pregnant at the time of competing or during the Tenure. Contestant must not be a parent or the adoptive parent of any child at the time of competing or during the Tenure.
- 9. Familial Status.** No member of the Contestant's family including mother, step-mother, father, step-father, grandparent, step-grandparent, adoptive parent, sister, brother, step siblings, half siblings or anyone living in Contestant's household is currently, or has within the last three months, been employed or served as a volunteer, officer, director, trustee, sponsor, coach or agent whether in a paid or voluntary capacity in the state in which the Contestant is competing.

- 10. Contractual Commitments.** Once a Contestant wins a local or state title, she must not have authorized any person, social media platform, product, company, firm or corporation to use Contestant's name, photograph, picture, or present or future title that the Contestant holds or may hold, in connection with an endorsement to advertise any commercial product. Contestant must not have any legal obligations that would prevent or limit her participation and appearance in a Local or State Competition or your compliance with the rules, regulations and conditions of the Miss Volunteer America organization and its Local and State Organizations.
- 11. Character.** Contestant must be of good moral character and may have not been involved at any time in any act of moral turpitude or behavior that could be perceived as dishonest, immoral, lewd, indecent or otherwise contrary to the mission or reputation of Miss Volunteer America, its State or Local Organizations.
- 12. Criminal Record.** Contestant must not have been charged with multiple minor or petty offenses in the last 24 months, must have never been convicted of any criminal offense and may not have any criminal charges pending against the Contestant at the time of competing.
- 13. Health.** Contestant attests nothing about her health will inhibit the Contestant from participating fully in any and all Local, State and/or National Pageant activities, or serving as Local, State or National Representative. Should anything with respect to Contestant's health change that impacts the Contestant's ability to participate or serve as described above, she will advise the State Organization immediately to allow reasonable accommodations to be determined and made. Should any reasonable accommodations be required, such accommodations must be approved by the State Organization and must not create a benefit or advantage not afforded to all Contestants. If health care records are required in order to verify accuracy, parameters of accommodations or to secure reservation of all needs associated with the accommodation, the Contestant must provide all necessary documentation.
- 14. Substance Abuse.** Contestant must attest she does not use or consume any illegal or controlled substances other than those obtained pursuant to a valid prescription and taken according to the directions of a licensed health care professional. Contestant must not abuse the use of alcohol, prescriptive drugs or other dangerous substances.
- 15. Platform. LOCAL:** Contestant must have at least an interest in, if not current involvement with, a cause, charitable organization, philanthropic effort or nonprofit that would serve as the basis for the Contestant's platform. **STATE:** Contestant must have active participation in a cause, charitable organization, philanthropic effort or nonprofit that is the basis of the Contestant's platform. **NATIONAL:** Contestant must provide evidence of involvement and impact as a result of her participation in a cause, charitable organization, philanthropic effort or nonprofit that forms the basis of the Contestant's platform and a marketing plan for expanding the chosen platform nationally.

For clarity, a Contestant must meet all requirements for eligibility to compete.

ATTACHMENT B: Pageant Advisor Disclosure Form

As set forth in Section 4(c)(viii), this Pageant Advisor Disclosure Form is to be completed and signed by the Local and/or State Titleholder, and then approved by the Local and/or State Executive Director. A Pageant Advisor includes any person or business specializing in consultation and/or preparation for any area of competition, whether paid or unpaid, and includes but is not limited to coaches or mentors that provide advice with respect to talent, fitness, modeling, interview, photographs, wardrobe, make-up and hairstyle/grooming.

Contestant Name:

Contestant is currently working with the following Pageant Advisors:

Pageant Advisor Name	Pageant Advisor Contact Information	Pageant Advisor Business Name (If applicable)	Pageant Advisor Business Contact Information	Description of Services provided

Note: If a Pageant Advisor is replaced or added, within 7 days of such replacement or addition, Contestant must submit a new/updated Pageant Advisor Disclosure Form to reflect Pageant Advisors with whom the Contestant is working.

Contestant Affirmation: *I am currently not working with a Pageant Advisor, other than as disclosed herein, and will not engage any Pageant Advisor unless approved by my Local and/or State Organization. I have not signed a contract or non-disclosure agreement with any Pageant Advisor, other than as disclosed herein.*

Contestant Name (Print):

Date:

Contestant Signature:

Local/State Director Name (Print):

Date:

Local/State Director Signature:

ATTACHMENT C: State Scholarship Rules & Regulations

1. Scholarship winners shall submit to the Miss Volunteer America Foundation, a written Statement of Intent with the type of education they wish to pursue along with the name of the accredited college or university and receive approval of the educational program and approval of their accredited college, university, or business school from the Miss State Volunteer Foundation, or its designee (State Director).
This statement must be submitted in writing to the State Director within 90 days after the State Competition or the award winnings will revert back to the Foundation.
2. Scholarships will be paid for tuition for credit courses only to those students in good academic standing. Any scholarship recipient must be able to prove their academic standing through an Official Transcript from the accredited college/university, may not have an Academic Warning, be on Academic Probation, be in Academic Recovery or have been granted Academic Dismissal Status in order for scholarship awards to be sent on the recipient's behalf.
3. All monies will be paid by check directly to the accredited college, university, or school upon receipt of a tuition bill emailed by the Contestant to the State Director. The tuition bill must bear the name of the accredited college or university in letterhead or logo form, the amount owed, as well as the student's name or student ID number. **The Foundation cannot and will not reimburse Contestants for expenses that have already been paid to the college or university.**
4. Use of the scholarship award must begin within twelve months from the date of the scholarship awarded, must be continuous and completed within two years. An exception will be made for the winner of Miss State Volunteer who will have three years from the date of winning the state title in order to use the scholarship awards won.
5. All cancelled, unrequested, forfeited or unused portions of scholarships will revert to the Miss Volunteer America Foundation for redistribution.
6. Scholarship monies are paid immediately upon receipt of statements from accredited colleges, universities, or schools; however, **this process may take up to three (3) weeks, depending upon the date and time the request is submitted, as well as processing by the college or university.**
7. Scholarship recipients who have completed their education or training may use their Scholarship awards for outstanding student loan obligations, provided the loan is not in default, the recipient is the primary or secondary named on the loan, and provided the student has satisfactorily completed the coursework for which the loan was obtained. **An itemized statement from the lending institution with letterhead or logo must be submitted and must name the Scholarship Recipient as the primary or secondary payer of the loan obligation, and a copy of the Scholarship Recipient's Diploma must be presented in order for the scholarship to be paid. The loan must be used only for educational purposes.**
8. A completed W-9 must be submitted to the State Director on or before the first day of the State Pageant including the Contestant's SSN. The Contestant and/or Scholarship Recipient shall be fully responsible for the filing of any scholarships.
9. Final interpretation of all rules and regulations listed above will be made by the Board of Directors of the Miss Volunteer America Foundation.
10. By signing below, Contestant and/or Scholarship Recipient accepts these rules and regulations.
11. In the event that the Winner of the Local, State or National Competitions or one of its Runners Up relinquishes their title, the respective Organization will not succeed the scholarships and awards which are applicable to the vacated positions.
12. Contestant and/or Scholarship Recipient assumes all responsibility to confirm with State/Local Organizations the proper address and method for submission of all scholarship requests.

I, _____, have read and understand the State Scholarship Rules and Regulations. Signed:

Contestant Name (Print):

Date:

Contestant Signature:

ATTACHMENT D: Contestant Information Form

Full Name:

Phonetic Pronunciation of Name:

Preferred Name:

Local Title (if applicable):

Age as of the date of the State Pageant Finals:

Date of Birth:

Permanent Mailing Address:

Email Address:

Secondary Email Address, if relevant:

Phone:

Education:

High School

Name of High School:

Graduation Date: (actual or anticipated)

College or University (if applicable)

Name of College or University:

Graduation Date: (actual or anticipated)

Declared Major:

Declared Minor:

Dates Attended:

Graduate School (if applicable)

Name of College or University:

Graduation Date: (actual or anticipated)

Degree Sought:

Type of Talent Performance:

Title of Music used during Talent Competition (if applicable):

Platform Title:

Organization Name/Cause:

Title(s) & Leadership Role(s) within Organization:

Money personally raised:

For *Personnel Use Only*

Contestant Name:

Contestant Number:

ATTACHMENT E: Medical Emergency Information Form

The information listed below is requested solely to protect your health and safety during your pageant experience and to assist in the event of a medical emergency. All information you choose to provide will be held in a secure manner and will remain confidential unless needed in case of an emergency.

Name:

Cell Phone:

Emergency Contact

Name:

Relationship:

Cell Phone #:

Second Emergency Contact, if available

Name:

Relationship:

Cell Phone #:

The following information is confidential and will only be shared with your hostess and medical professionals in the event of a medical emergency. Additionally, to the extent practical, we will attempt to consult with your personal physician should a medical need arise. However, in the event of an emergency, we will seek appropriate medical assistance in the timeliest manner possible.

Preferred Physician's Name:

Address:

Phone:

Please list allergies:

Medical Insurance:

Provider:

Group Number:

Plan Number:

Name and Relationship of Insured:

Please note any other information about your medical history of which you'd like us to be aware in the event of an emergency: