

FACT SHEET
MUST BE TYPED

CONTESTANT FOR MISS TOUGALOO, MISSISSIPPI SCHOLARSHIP PAGEANT

Full Name _____
(As you wish it in the program book)

Date of Birth _____

Social Security Number _____

Age ____ (Please attach copy of birth certificate)

Home address _____

City, State and Zip _____

Phone Number _____

Phone number if different from above _____

Address if different from above City, State, Zip _____

Education: High School

(Name of School)

(Date graduated)

College _____

(Name of School) (Degree Sought)

Graduate School (if applicable) _____

College Major _____

Declared Minor _____

Scholastic Honors _____

Scholastic Ambition _____

Career Ambition _____

Other Accomplishments (Please include additional sheet if needed)

What type talent will you perform? _____

(You need not give the exact title of your presentation here. Merely indicate if you will dance [tap, ballet, etc.], sing [classical, pop, showtune, etc.], play an instrument [name instrument], comedy reading, dramatic skit, etc.)

Special training in music, drama, dance, art _____

Employment experience

Father's name & occupation

Mother's name & occupation

Names & ages of brothers & sisters

The Miss America Organization encourages the young women who participate in the program to become involved in the community and to speak out on issues of concern to them, the community, and the nation. If selected the winner of this competition, what issue would you choose to focus on during your year of service?

Give COMPLETE name of organization and/or LOCAL OR STATE PAGEANT that you are competing for:

Give COMPLETE name of other local or state pageant titles awarded and if you completed your year of service.

I certify that the foregoing information is true and correct to the best of my knowledge of this contestant.

Contestant Signature

Local or State Executive Director

CRITICAL ISSUES STATEMENT

(THIS MUST BE TYPEWRITTEN ON THIS PAGE)

CONTESTANT NAME: _____

LOCAL TITLE: _____

CRITICAL ISSUE: _____

1. Clearly define the platform issue to which you are sincerely committed and for which you will be an activist during your year of service.

2. What, if any, are your most significant accomplishments to date in regard to your platform issue?

3. Specifically, what do you wish to accomplish during your year of service as an activist for your platform issue?

Signature: _____

Date:

EMCEE INFORMATION

(TYPED AND WORDED AS YOU WANT IT READ)

Contestant Name:

Age:

School attending:

Parents' Name(s):

Height: _____ Hair: _____ Eyes: _____

College Major: _____

Honorary or Social Sorority:

Interesting facts:

TALENT DESCRIPTION

Name and type of talent to be performed: _____

Please write the introduction for your talent precisely the way you wish the Emcee to introduce it/you:

If one or more parents are deceased, or if parents are separated or divorced, indicate this below so that pageant officials will know for publicity purposes, emcee cue cards, etc. How do you wish their name to appear in the program book and in newspaper publicity?

CONTESTANT AGREEMENT

In consideration of my admission as a contestant in the Miss Tougaloo, Mississippi Scholarship Pageant, I do hereby agree as follows:

1. I agree to abide by, and be bound to, the rules and regulations governing the Miss Tougaloo, Mississippi Scholarship Pageant as stipulated by the Miss Tougaloo, Mississippi Scholarship Pageant Committee pertaining to competition, awarding of scholarships, and any other awards.
2. I agree that the manner and method of conducting the Miss Tougaloo, Mississippi Scholarship Pageant shall be at the sole discretion of the Miss Tougaloo, Mississippi Scholarship Pageant in accordance with its franchise agreement with the Miss Mississippi Corporation and the Miss America Pageant. I further agree that the time, method, and manner of judging the Miss Tougaloo, Mississippi Scholarship Pageant and awarding of any scholarships shall be at the sole discretion of said pageant committee, and that the decision of the persons designated to judge the various events in any and all matters to the winners shall be final.
3. I attest that I am of good moral character, have never been convicted of a crime/felony, nor do I have a pending criminal charge of any kind. I further attest that there is nothing in my background that would embarrass the Miss Tougaloo Mississippi franchise or the Miss Mississippi Corporation Franchise with the Miss America Corporation. I attest that I have never been married, or had a marriage annulled/divorced, that I am a single person, and have never been pregnant.
4. I further attest that in the event I marry during the period between the date of this agreement and the selection of Miss Tougaloo, Mississippi 2008, I shall forfeit my right to participate in the Miss Mississippi Pageant; and if I am selected Miss Tougaloo, Mississippi and marry during the year beginning on 1-20-2008 and ending on the date of the pageant 2009, the Miss Tougaloo, Mississippi Scholarship Pageant committee, at its discretion, and at its option, will request the forfeiture of my title of Miss Tougaloo, Mississippi.
5. I understand that I must be 18 years to 24 years of age and that I will have completed high school or GED testing by Labor Day 2008, will be enrolled in, or have graduated from, Tougaloo College, and that I am a citizen of the United States.
6. I attest that I will abide by the rules and regulations stipulated by the Miss Tougaloo, Mississippi Scholarship Pageant committee with regard to public appearances (honor all commitments made for me by the director of the pageant, and will not commit myself to any appearances without the express consent of the pageant director or his/her designee.) I will work with the director and/or his/her designee in preparing for the Miss Mississippi Pageant which encompasses approval of all apparel to be worn with regard to any function with the Miss Mississippi pageant.

I will not violate any stipulated rule governing contestants for the Miss Mississippi Pageant, and agree that I will meet all deadlines stipulated by the aforesaid Miss Mississippi Corporation.

7. I acknowledge that I, and my parents, agree if I am proven to be in violation of said rules outlined herein, I am in violation of said rules and shall consider myself disqualified from further competition. If I have been crowned Miss Tougaloo and conduct myself in such a manner that is in direct violation with the terms of this agreement, I will relinquish my crown/title and will return any scholarship monies expended on my behalf by the Miss Tougaloo, Mississippi Scholarship Pageant.

8. I acknowledge that I, and my parents, agree that I am aware that neither the Tougaloo Scholarship Pageant, any person or committee working therewith will be responsible for returning pictures to me. Any pictures and/or videos submitted by or for you as an entrant in the pageant system will become the property of the Miss Tougaloo - Miss Mississippi and Miss America System.

9. All scholarship funds received from the Miss Tougaloo, Mississippi Scholarship Pageant will be paid directly to the college/university of your choice upon receipt of a statement from the registrar of the institution. NO SCHOLARSHIP CHECKS WILL BE WRITTEN MADE PAYABLE TO THE CONTESTANT. SCHOLARSHIPS NOT REQUESTED WITHIN THE TIME PERIOD 1-20-2009 TO 1-19-2010 WITH BECOME NULL AND VOID.

9. I further agree that should I be chosen Miss Tougaloo, Mississippi, all paperwork mandated by the Miss Mississippi Corporation will be given to the director for submission to the Miss Mississippi office on or before the required deadline.

Signed this the ____ day of _____ 2008.

Contestant's Signature

Parent's Signature

Witness: _____
Director of Miss Tougaloo, Mississippi Scholarship Pageant (or designee)

Community Service Form

Pageant: Miss Tougaloo, Mississippi Scholarship Pageant

Number of Projects (The total number of projects on which you worked):

Number of Areas (The number of different groups, charities, etc... [e.g., cancer society, AIDS, recycling, etc.])

People Affected (How many people directly benefitted from the community service work provided by you?)

Number of Hours (How many total hours did you spend working on these projects?)

Funds Raised to Support your community Service Project (How Much money were you directly responsible for raising for your community service projects?)

Contestant's Name: _____

Mail by January 20, 2009 along with 6 black and white wallet sized photos to:

Miss Tougaloo, Mississippi Scholarship Pageant

P. O. Box 364

Tougaloo, Mississippi 39174

Attn: Edwina Harris Hamby

Miss Tougaloo, Mississippi Scholarship Pageant /2008-2009

**STATE & LOCAL CONTESTANT CONTRACT THE MISS
Mississippi ORGANIZATION**

**Application and Contract for Participation in the MISS
Mississippi COMPETITION**

Contestant: _____
Name

Section 1: Introduction

- 1.1. The Miss Mississippi Organization is a non-profit corporation organized under the laws of the State of Mississippi. The Miss Mississippi Organization has operated a program offering scholarship assistance and career opportunities for the young women within the State of Mississippi. In doing so, The Miss Mississippi Organization has made substantial investments in, and has developed a valuable identity for, the unique symbols and elements of the Program that have achieved national and even international recognition and approval. These elements include but are not limited to (1) providing educational assistance in the form of scholarships to young adult women who have not yet begun to assume the responsibilities of family life and are interested in career and educational advancement; (2) recognizing and honoring the traits of honesty, good character, talent, poise, intellect, leadership and good judgment in the young women of America who enter the competition (the “Contestants”); and (3) enabling the Contestants to serve as role models for other young women with similar goals and personal characteristics.
- 1.2. The Miss Mississippi Organization intends to conduct a competition for the title “Miss Mississippi 2009,” to be held in Vicksburg, MS, on June 28, 2008. The competition is a critically important, and the single most visible and widely recognized, element of the Program. The competition is conducted in a fashion that is designed to combine a respect for the traditional and historic foundations of the Program with recognition of the perceived modern tastes and values of the American people.
- 1.3. The winner of the competition shall be designated “Miss Mississippi 2009.” and shall be entitled to that title until her successor is named at the competition in June 2010. During this period (the “Year of Service”), Miss Mississippi 2009 shall be required to engage in travel and participate in personal appearances throughout the State. These activities are designed, scheduled, arranged and supervised by The Miss Mississippi Organization in order to reflect the values and standards of the Program and to enhance its visibility and maintain its broad public acceptance. The Miss Mississippi Organization has also developed detailed procedures and requirements that govern the activities and conduct of Miss Mississippi during her Year of Service. All of these procedures, standards and requirements are intended to protect and enhance the substantial public acceptance of the Program among the American people, and to assure that the Program will continue to be able to operate for the benefit of the thousands of young women who will be seeking to participate in the Program in future years.

1.4. In seeking to participate in the competition, each Contestant must understand and accept the requirements of the Program, including the rules for the contestants and the guidelines and limitations that will be applicable to her activities during her Year of Service if she is selected as Miss Mississippi. In addition, each Contestant must understand and accept that the Miss Mississippi Organization's approval of the Contestant's participation in the competition and, if selected, service as Miss Mississippi will be specifically based upon the representations and agreements in this Application and Contract and its attachments and the continued compliance with all of the regulations of the Program. In such regard, I acknowledge that my ability to compete in the pageant shall be subject to review at each level of competition that I enter and that the determination of my eligibility to compete in the competition shall not in and of itself be the basis of my eligibility to compete in the Local, State and/or National Finals.

1.5. ***Therefore, by signing this Application and Contract and submitting it to the Miss Mississippi Organization for approval, the Contestant represents and agrees that (1) all facts and representations contained in this Application and Contract and its attachments are true and accurate; (2) the Contestant agrees to abide by all rules and regulations of the Miss Mississippi Organization described in this Application and Contract and its attachments, in the period before and during the Year of Service; and (3) the Contestant meets each requirement for eligibility set forth in Section 2 of this Contract; and (4) the Miss Mississippi Organization shall have the sole discretion to determine whether, in its judgment, the Contestant may continue to participate in the Miss Mississippi Program, in the event that the Miss Mississippi 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 Program.***

Section 2: Eligibility of Contestant to Participate in the Miss Mississippi Program

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

2.2. *Age.* I am currently _____ years of age. I was born on _____, 19____. I understand that, in order to be eligible to compete, I must (1) have been at least seventeen (17) years of age at the time of my first appearance in the preliminary round of the local or state competition that I am entering in anticipation of this year's National Finals, and (2) be no older than twenty-four (24) years of age on September 30th, of the year in which I would compete in the National Finals. A copy of my birth certificate is included with Attachment A, the Supplemental Fact Sheet.

2.3. *Residence.* I understand that, in order to compete in the local or state pageant in anticipation of this year's National Finals, I must reside in; be enrolled in and attending classes on a full-time basis at an accredited college or university in; or be employed in on a full-time basis, the state in which I intend to represent in the National Finals:

2.3.1. If I am claiming eligibility to compete in the Miss Mississippi Organization based upon my residence in the state in which I competed, I must have been a resident of that state for at least six (6) months prior to the first local or state competition that I entered in that state. I currently reside at _____ in the _____ of _____.

_____, State of _____. I have resided at this address since _____. I have included with Attachment A, the Supplemental Fact Sheet, proof of this residency in the form of _____ (driver license, automobile registration, current lease, or other official document establishing residency). If my residency at this location was established within six (6) months preceding the local or state competition in which I competed, my last previous residence was at _____ in the _____ of _____, State of _____. I lived at that address from _____, ____ (date) to _____, _____. I agree to provide the Miss Mississippi Organization with any additional information or documents that may be required to determine my residency in the state in which I competed, if my residence is relevant to my eligibility.

2.3.2. If I am claiming eligibility to compete based upon my status as a student in the state in which I am competing, I must have successfully completed at least one semester as a full-time (at least 12 credit hours) student, and presentably be enrolled and attending classes on a full-time basis at an accredited college or university in the state in which I competed. For purposes of this Section 2.3.2, I understand that my physical attendance of classes in the state in which I am competing is a requirement for eligibility to compete based upon my status as a student. I also understand that no more than six (6) months may have elapsed between the completion of my last roll-time semester and the beginning of the next full-time semester that I am attending at a college or university in the state in which I am competing.

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

2.3.2.2.1 am currently enrolled at _____ College/University in _____, State of _____, where I am presently attending classes in ___ accredited courses. I represent and warrant that I am considered a “full time student” by the college or university that I attend and that I am physically attending classes in the state in which I intend to compete. I have attached to the Supplemental Fact Sheet a copy of a registration form from the school that shows this enrollment.

2.3.2.3 I have completed _____ semesters of study at _____ Graduate School in _____, State of _____. I have received credits for courses totaling _____ hours. I have attached to a Supplemental Fact Sheet a transcript that shows these credits.

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

2.3.2.5.1 received a _____ graduate degree from _____ Graduate School in _____, State of _____ in ____ (year). I have attached a copy of this degree to the Supplemental Fact Sheet.

2.3.3. If I am claiming eligibility to compete based upon my employment in the state in which I am competing, I must have been employed in the state on a full-time basis (at least forty (40) hours per week, or such other number of hours as may qualify by law as “fall-time” employment in the state in which I am competing) for at least six (6) months immediately prior to the first local or state competition that I entered this year and at the present time.

Name of Current Employer: _____
Address of Employer: _____
Phone Number of Employer: () _____
Nature of Position: _____
Dates of Employment: _____

2.4. *Citizenship.* I am a citizen of the United States of America.

2.5. Education. In order to be eligible to compete, I must be a high school graduate or have successfully completed the G.E.D. testing program for high school equivalency or have successfully completed the academic requirements for entry into a four-year college/university degree program by the July 30th immediately preceding the National Finals.

2.5.1. I received a High School diploma in ____ (year) from _____ High School in _____, State of _____.

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

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

2.6.1 *Gender.* I am and I have always been a female. 2.6.2, *Marital Status.* I am not now and I have never been married.

2.6.3 *Parental Status.* I am not now pregnant, and I have never been pregnant. I am not the adoptive parent of any child.

2.6.4 *Good Character.* I am of good moral character and I have not been involved at any time in any act of moral turpitude.

2.6.5 *Criminal Record.* Other than minor or petty offenses, I have never been convicted of any criminal offense and there are no criminal charges presently pending against me. I understand that I may make an appeal to MAO if criminal offenses/charges in my state are considered minor or petty offenses in another state. This appeal must be presented to MAO through legal counsel.

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

2.6.7 *Health.* I am in good health and can, to the best of my knowledge, participate fully and without limitation in any Program activities. I will submit to the Miss Mississippi Organization, upon its request, any hospital or medical records pertaining to me and I will sign any authorization needed for the release to the Miss Mississippi Organization of any records or information from any hospital or doctor.

2.6.8 *Substance Abuse.* I do not use or consume any illegal controlled dangerous substances or abuse the use of alcohol or other dangerous substances.

2.7 *Contractual and Other Obligations.*

2.7.1 *Prior Contractual Commitments.* Within the three (3) months before my participation in the first local or State competition in which I competed this year, and since that participation, I have not authorized any person, firm or corporation to use my name, photograph, picture, or present or future title that I hold or may hold, in connection with an endorsement to advertise any commercial product. I am not a party to any contract with any person, firm or corporation in respect to any present title that I hold or may hold, nor have I made any commitments for the future regarding any such titles. I do not have any legal obligations that would prevent or limit my participation and appearances in the Miss Mississippi Competition, any other Local Competition, State Competition, the National Finals or, if selected as Miss America, in the Year of Service, or my compliance with the rules, regulations and conditions of the Program.

2.7.2 *Other Competitions.* If I win, I will continue to hold the title of Miss Mississippi until my successor is selected or appointed. I agree that, during my service in that role and until after the scheduled completion of the full term of the position of Miss Mississippi for which I was selected, I will not associate in any way with, promote, or become a contestant or participant in any other national or international competition or preliminary competition of a similar nature to the National Finals. I also represent that, since I received my local title Miss Local Title in competition for the title of Miss Mississippi, I have not been a contestant or participant in any other national or international competition or preliminary competition of a similar nature to the National Finals.

2.7.3 *Use of the Miss Mississippi Organization Titles, Words and Symbols.* After the conclusion of my Year of Service, if I am advised by the Miss Mississippi Organization that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss Mississippi Organization, the Miss America Organization and the Program has caused or is reasonably likely to cause harm, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss Mississippi Organization shall be final and binding.

2.7.4 *Attorney Review of Application and Contract.* I have been given a sufficient opportunity to review this Application and Contract and its attachments, including the Supplemental Fact Sheet (Attachment A); Medical Information Form (Attachment B); the Scholarship Rules and Regulations (Attachment C). I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract. () I have consulted an attorney about this Application and Contract or () I have decided that I do not need to do so (check applicable choice). ***I understand that this Application and Contract is a legal document and that if I sign and submit it to the Miss Mississippi Organization and it is accepted, it will create legal obligations that will be binding on me. I agree to be bound by this Application and Contract and its attachments.***

2.7.5 *Changes in Circumstances.* ***I understand and agree that if, at any time after I file this Application and Contract with the Miss Mississippi Organization, including during my Year of Service, any of the facts stated in this Application and Contract or its attachments should change, I have the obligation to report any such change in writing immediately to the Miss Mississippi Organization. I also understand that if I fail to do so, the Miss Mississippi Organisation may, in its sole discretion, determine to limit or prevent my participation or to terminate my Year of Service.***

Section 3: Personal and Professional Background Information

3.1. *Employment History.*

3.1.1. *Present Employment.* I am presently employed () full-time () part-time (check as applicable) by _____, located in _____, State of _____. I hold the position of _____ and my responsibilities include _____.

3.1.2. *Prior Employment:* During the past three (3) years I have worked in the following positions:

<u>Employer</u>	<u>Location</u>	<u>Dates</u>	<u>Position</u>
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3.2. *Medical Information* (complete Attachment B - Medical Information Form).

3.2.1. *Current Medical Condition.* Other than as described in the attached Medical Information Form (Attachment B), I do not presently suffer from any illness, disease or disability. At the present time I am () receiving treatment or medication for the condition described in Attachment B or () not receiving treatment or medication for this condition (check as applicable). I () do () do not expect to be taking medication or to be receiving treatment for this condition during the competition or, if selected as Miss Mississippi, during my Year of Service.

3.2.2. *Current Medication.* Other than as specified in the attached Medical Information Form (Attachment B), I am not presently being treated or medicated for any medical condition or disability, and I do not have any reason to believe that I will be treated or medicated for any medical condition or disability during the competition or, if selected as Miss Mississippi, during my Year of Service.

Section 4: Participation in the Miss Mississippi Competition

- 1.1. *Participation in Competition.* I agree to participate in the series of events and appearances leading up to the final selection of the Miss Mississippi Program. These events shall commence and be scheduled on dates to be determined by the Miss Mississippi Organization. I will be bound by the rules and regulations governing the Miss Mississippi Organization and the procedures for the awarding and supervision of all scholarships described in Attachment C. My participation in the competition shall include all public appearances required of me by the Miss Mississippi Organization including, but not limited to, television and radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming of all or any part of the events associated with the competition.
- 4.2. *Conduct of the Competition.* I understand and agree that the Miss Mississippi Organization shall determine the manner and method of conducting the competition in its sole discretion. I further understand and agree that the Miss Mississippi Organization shall also determine the time, method and manner of judging the competition and the awarding and supervision of all scholarships in its sole discretion. The decision of the persons designated by the Miss Mississippi Organization to judge the various events in any and all matters pertaining to the selection of the winners shall be final in all respects.
- 4.3. *Televising and Sponsorship of Competition.* I understand that the Miss Mississippi Organization makes no representations to me that the competition will be televised or broadcast on either a live or tape-delay basis, or that the competition will be sponsored by one or more sponsors, or that I will be personally or individually involved in any specific appearance in any broadcast.
- 4.4. *Permanent License of Publication Rights.* I hereby authorize the Miss Mississippi Organization any anyone duly licensed or authorized by the Miss Mississippi Organization to (1) televise, photograph, broadcast and/or make radio, television, video and audio tapes or motion picture recordings of me individually or in a group; (2) use or re-use such photographs, recordings, video tapes, audio tapes and/or motion picture films in all media throughout the world in perpetuity; and (3) use my name, likeness and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion as the Miss Mississippi Organization, in its sole discretion, shall determine. This authorization shall also include the use of all such photographs, recordings, videotapes, audiotapes and/or motion picture films made during my Year of Service.
- 4.5. *The Miss Mississippi Organization Ownership of Rights.* I understand and agree that all photographs, tapes and films made of me for trade, advertising and any other purpose or purposes as a participant in the competition, and any use of my name, likeness and/or physical depiction when identified with the Program, shall be the sole and exclusive property of the Miss Mississippi Organization. I understand and agree that I shall have no claim or right to those photographs, tapes and films, not only during the period between and during the competition and, if I am selected as Miss Mississippi during my Year of Service but in perpetuity thereafter. I understand and agree that this provision refers to and includes all photographs, tapes and films from any activities relating to the competition, including but not limited to interviews, rehearsals and publicity events, either individually or as a member of a group.

Selection as Runner-Up. If I am selected at the competition as a runner-up for the title of Miss Mississippi I agree to remain available to assume all of the rights, obligations and commitments of the Year of Service, as described in Section 5 of this Application and Contract, in the event that the Miss Mississippi Organization appoints me to do so by reason of the inability or ineligibility, during the Year of Service, of any Contestant who was selected as Miss Mississippi or as another runner-up.

Change in Circumstances. I understand that if, at any time between the date of this Application and Contract and the completion of the competition, any facts concerning my eligibility to participate in the competition should change, including without limitation my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility, my residence, employment or educational status, the Miss Mississippi Organization shall have the right, in its sole discretion, to determine that I am not eligible to participate in competition.

Section 5: Commitments for Service as “Miss Mississippi _____”

- 5.1. *Full-time Service as Miss _____Mississippi_____.* If I am selected as “Miss _____Mississippi_____” **at the competition, I will serve as “Miss _____Mississippi_____”** during the Year of Service and until my successor is selected or appointed. The duties and obligations of my service as “Miss _____Mississippi_____” have been described to me and I understand and accept them. I agree that I will dedicate my entire time, efforts and energy during my Year of Service to the fulfillment of these duties and obligations, and that I will engage in no other business or other activities that will in any way interfere with the duties and obligations of my Year of Service other than school or work.
- 5.2. *Availability/or Appearances and Events.* I agree to make myself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and other and various commitments and events related to my Year of Service that the Miss _____Mississippi_____ Organization has made and will make for me in its sole discretion.
- 5.3. *Independent Contractor Status.* I understand and agree that I am and will remain an independent contractor with respect to the Miss _____Mississippi_____ Organization and that I am not and will not become an employee of the Miss _____Mississippi_____ Organization during my Year of Service. The authority granted by this Application and Contract to the Miss _____Mississippi_____ Organization to act on my behalf is intended for the mutual convenience of the Miss _____Mississippi_____ Organization and myself and in order to provide an effective means of organizing my activities during my Year of Service, and not for the purpose of directing my performances or controlling my activities as if I were an employee of the Miss _____Mississippi_____ Organization.

5.4. *Development of Platform.* I understand and agree that an important element of the Program is the development of a central theme with national impact and importance that can form the basis for my appearances and presentations (the "Platform"). I agree to work with the Miss Mississippi Organization to select and pursue an appropriate Platform that will enable me and the Miss Mississippi Organization to maximize the impact of my Year of Service and further the goals of the Program by creating goodwill and recognition for the Program throughout the United States.

5.5. *Appointment of the Miss Mississippi Organization as Exclusive Agent and Representative.* Commencing with my selection as Miss Mississippi and throughout my Year of Service and until my successor is selected or appointed, I irrevocably constitute and appoint the Miss Mississippi Organization as my sole and exclusive agent, representative and attorney-in-fact with the authority to:

5.5.1. act for me and in my interests throughout the world for the making of all press releases or other public statements to the media;

5.5.2. sign, make, execute and deliver all contracts in my name in connection with my business or other affairs as Miss Mississippi during my Year of Service, whether they be contracts for my performance at theatrical, artistic or commercial engagements or other personal appearances, and undertake commitments in my name for the satisfaction of my obligations pursuant to those contracts;

5.5.3. sign, make, execute and deliver all contracts in my name in connection with any appearances or other obligations which are related to my service as Miss Mississippi which are to be fulfilled after the completion of my Year of Service, provided that I have consented in writing to the terms of such contracts;

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

5.5.5. collect and receive for and on my behalf all proceeds, monies or other compensation that is due or to become due to me by reason of any performance, service, appearance, engagement or contract;

5.5.6. choose and designate my traveling companions; and

5.5.7. select the appropriate modes of public or private transportation for me and my traveling companions, including the determination of the appropriate levels of travel service and the designation of the means of travel, such as fixed-wing or helicopter aircraft, rail, boat, ship, automobile, bus or van.

5.6. *Sponsorship Fees and Payments to the Miss Mississippi Organization.* I understand and agree that, in addition to the payments that the Miss Mississippi Organization, as my exclusive agent and representative, negotiates and approves on my behalf for my compensation for my appearances and services, the Miss Mississippi Organization may also contract for and receive sponsorship fees

and other payments related to my appearances that will be paid directly to the Miss Mississippi Organization. I understand and agree that I shall not be entitled to receive any portion of these fees or payments.

Numbers of Appearances. I understand and agree that the Miss Mississippi Organization has made and makes no representations to me as to the number or nature of the appearances that I may be asked to make or the amount of compensation that I will receive during my Year of Service.

Prior Contracts. I understand that, prior to the competition, the Miss Mississippi Organization will be required to enter into contracts and commitments for the appearances and services of the Contestant who will be selected at the competition. I agree that such contracts will be binding on me to the same extent as if the Miss Mississippi Organization had entered into them on my behalf after the commencement of my Year of Service.

Membership in Unions. If and when requested by the Miss Mississippi Organization, I agree to become a member of such unions or guilds as may be necessary in order to appear as a variety artist or for fashion purposes in any film, taped or recorded radio or television products, commercials, motion pictures, photographic sessions or personal appearances.

Prohibition of Endorsement of Competing Products and Services. I acknowledge that the Miss Mississippi Organization has contracted in the past, and will contract in the future, for the financial support of commercial companies and organizations, whose advertising commitments and other sponsorships are an important element of the financial stability of the Program. I agree that I will not in any way endorse or permit my name or likeness to be used in connection with the endorsement or advertisement of any products or services competitive to the products or services of an advertiser, sponsor or licensee of the Miss Mississippi Organization, during my Year of Service unless the Miss Mississippi Organization approves such an endorsement or advertisement in writing. I understand that the Miss Mississippi Organization is under no obligation to approve or consent to any such endorsement or advertisement after the end of my Year of Service.

Appearances after Year of Service. After the conclusion of my Year of Service, I will not wear the crown of Miss Mississippi, nor appear as Miss Mississippi for the purposes of advertising or endorsing any product, person, cause or service, unless I have received in advance the written approval of the Miss Mississippi Organization. I understand that the Miss Mississippi Organization shall not be obligated to approve any such appearance or use of the Miss Mississippi crown.

Use of the Miss Mississippi Titles, Words and Symbols after Year of Service. After the conclusion of my Year of Service, if I am advised by the Miss Mississippi Organization that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss Mississippi Organization and the Program has caused or is reasonably likely to cause harm to the Miss Mississippi Organization, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss Mississippi Organization on this question shall be final and binding.

- 5.13. *Permanence of Restrictions.* I understand and agree that the provisions of Sections 5.11 and 5.12 of this Application and Contract shall specifically survive the termination of this Application and Contract and shall be enforceable by the Miss Mississippi Organization and binding on me in perpetuity.
- 5.14. *Change in Circumstances.* I understand that if, at any time between the competition at which I am selected as Miss Mississippi and the completion of my Year of Service, any facts concerning my eligibility to participate in the Program should change, including without limitation my citizenship, marital or parental status, good character and reputation, or if I should become, in the sole judgment of the Miss Mississippi Organization, physically unable to perform the duties and obligations relating to my Year of Service, the Miss Mississippi Organization shall have the right, in its sole discretion, to determine that I am not eligible to continue to serve as Miss Mississippi. In that event, the Miss Mississippi Organization may, at its option, forfeit my title and all prizes, awards and perquisites of the position of Miss Mississippi, or both or either, subject to the provisions of Section 6.4 of this Application and Contract.

Section 6: Legal Obligations and Agreements

- 6.1. *Unauthorized Use of Titles.* I acknowledge and agree that the title “Miss Mississippi” that I presently hold; the title “Miss America;” and the name and designation “Miss America Pageant” and “Miss America Organization” are the property of the Miss America Organization. I agree never to use, or to authorize anyone else to use, the words “Miss Mississippi”, “Miss America” or “Miss America Pageant” or “Miss America Organization,” or any similar or related phrase, in association with me or my name or likeness in any way without prior written approval.
- 6.2. *Authorization of Publication.* I authorize the use of my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title(s) by the Miss Mississippi Organization and by such persons, firms or corporations as may be approved and selected by the Miss Mississippi Organization. I will abide by the provisions of any agreement between the Miss Mississippi Organization and such persons, firms or corporations regarding my services for advertising and promotional uses.
- 6.3. *Registration and Use of Domain Name.* I authorize the Miss Mississippi Organization or its licensee to register a domain name (“Internet Domain Name”) in such version of my name as the Miss Mississippi Organization or its licensee may deem appropriate, in the form *my name.com* or any comparable variation thereof. During my tenure as Miss Mississippi and, if I am selected as Miss America, during my Year of Service the Miss America Organization or its licensee shall have full authority to use my Internet Domain Name for all purposes. Thereafter, I understand that the Miss America Organization or its licensee shall transfer to me all rights to register and use my Internet Domain Name. During the period that the Miss America Organization or its licensee is authorized to register and use my Internet Domain Name, I shall not register or use, nor permit anyone else to register or use, my name or title in any form in an Internet Domain Name.

6.4. *Permanent Ownership of Rights.* All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, whether “still” or “live,” and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights (a) as a Contestant or as a participant in the events leading up to the selection of Miss Mississippi; or (b) while representing Miss Mississippi or participating in any Miss Mississippi sponsored events whether before, during or after the competition or, if I am selected as Miss Mississippi, during or after my Year of Service, including but not limited to events such as press interviews, judges interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable (the “Rights”), are and shall be, become and remain the property of the Miss Mississippi Organization in perpetuity. The Rights may be used and reused by the Miss Mississippi Organization, or anyone designated and licensed by the Miss Mississippi Organization, for publicity, advertising or any other use in any medium, all as deemed appropriate by the Miss Mississippi Organization in its sole discretion. I will ensure that all rights that any officially sanctioned photographer (s) may have in any official publicity photographs of me are released by that photographer (s) in favor and that any such photographer (s) shall provide a written release of such rights on a form acceptable to the Miss Mississippi Organization. I understand and agree that the provisions of this section shall specifically survive the termination of this Application and Contract.

6.5. *Scholarship Grants and Forfeitures.* I understand and agree that the grant of scholarships by the Miss Mississippi Organization is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract as Attachment “C”. By signing this Application and Contract, I agree to be bound by those rules and regulations. I understand that all scholarships that I may be awarded will be non-forfeitable in the event that I breach this Contract or fail to perform any duties that I may have as a Contestant. I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete.

6.6. *Documents and Information; Cooperation with Inquiries.* I agree to provide the Miss Mississippi Organization, at its request, with any documents or information necessary to determine any question with regard to my initial or continuing eligibility to compete or to complete my Year of Service. I also agree to cooperate fully with any inquiry undertaken by the Miss Mississippi Organization in connection with my initial or continuing eligibility, and to provide sworn statements and any relevant documents if requested to do so by the Miss Mississippi Organization.

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

6.7.1. any of the representations or statements made by me in this Application and Contract or any of its attachments is determined by the Miss Mississippi Organization to be false;

6.7.2. there is a change of circumstances that would affect my eligibility to participate in the competition or to complete my Year of Service, including without limitation changes in my citizenship, marital or parental status, good character and reputation or, if

relevant to my eligibility to participate in the competition, my residence, employment or educational status;

6.7.3. I fail to conduct myself in a manner which, in the sole and exclusive judgment of the Miss Mississippi Organization, is consistent with the standards and dignity of the Program; or

6.7.4. I suffer any disability which, in the sole and exclusive judgment of the Miss Mississippi Organization, impairs my ability to perform the duties expected of me as a Contestant.

The Miss Mississippi Organization shall have the right, in its sole and exclusive judgment, to determine that I am not eligible to participate or continue to participate in the competition or to complete my Year of Service. In that event, all titles, awards, and perquisites of my position as a Contestant, as appropriate, shall be terminated and forfeited, subject to the provisions of Section 6.5 of this Application and Contract.

6.8. *Public Release of Information.* I understand that some elements of the Program, and in particular the competition and the public appearances of Miss Mississippi during the Year of Service, are frequently the subject of intense media and public interest and scrutiny. I further understand that it is very important for the Miss Mississippi Organization to maintain a high level of public trust in and acceptance of the integrity of, and manner of conducting, the competition and the qualifications and conduct of Contestants. Accordingly, I authorize the Miss Mississippi Organization, in the exercise of its sole and exclusive discretion, to release and to comment publicly upon any truthful information concerning my eligibility or continued eligibility to participate or to complete my Year of Service.

6.9. *Uniqueness of Contract and Services; Injunctions.* I understand and agree that the services and obligations described in this Application and Contract are unique and extraordinary and that there is no adequate remedy at law for any breach of this Application and Contract by me. Therefore, in the event of any such breach, or in the event of such a breach **that** is attempted or threatened, I agree that the Miss Mississippi Organization shall be entitled to equitable relief by way of injunction or otherwise to prevent **or** repair such breach or attempted or threatened breach.

6.10. *Applicability of New Jersey Law.* This Application and Contract and its attachments shall be construed and interpreted under the laws of the State of New Jersey.

6.11. *Entire Agreement; Enforceability.* When signed and approved by the Miss Mississippi Organization, this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges and responsibilities to the Miss Mississippi Organization. No oral **or** other written statement that is in any way inconsistent with the provisions of this Application and Contract shall be binding upon me or upon the Miss Mississippi Organization. If any provision of this Application and Contract should be declared void or unenforceable, such provision shall be deemed omitted from this Application and Contract. In that event, the remainder of this Application and Contract shall remain in full force and effect.

6.12. *Arbitration of Disputes.* Any controversy or claim arising out of or relating to this Application and Contract or any breach thereof shall be submitted to arbitration in Atlantic City, New Jersey in accordance with the Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Section shall not in any way affect the rights of the Miss Mississippi Organization to (1) seek injunctive relief as provided in Section 6.9 of this Application and Contract, or (2) take any action permitted by this Application and Contract to enforce the eligibility standards of the Program in the event that time does not permit the completion of an arbitration process before action must be taken.

On the basis of all of these statements and agreements, I request the Miss Mississippi Organization to accept my application to participate as a Contestant in the Miss Mississippi Competition. If the Miss Mississippi Organization accepts this application, I agree to comply with all of the terms and conditions of this Application and Contract, together with its attachments.

Date _____

Contestant State of _____

County of _____

Name: _____ the Contestant making this Application, of full age and being duly sworn according to law, upon her oath deposes and says:

/ do hereby swear that the statements made in this Application and Contract and its attachments are true. I am aware that if any of the statements is willfully false, I am subject to punishment.

Sworn and subscribed to before me
this ____ day of _____, 200__.

Notary Public of _____

Approval of Application for Participation

The Miss Mississippi Organization hereby APPROVES this Application and Contract and accepts appointment as the agent of the Contestant on the terms provided in this Application and Contract. The Contestant may compete in the competition pursuant to the terms of this Application and Contract and its attachments.

Date: _____ Signed: _____

Print Name: _____

The Miss Mississippi Organization

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

State of _____

County of _____

Affidavit of Parent or Guardian

I, the undersigned parent or guardian of _____, who is the Contestant named in this Application and Contract, of full age and being duly sworn according to law, upon my oath depose and say:

1. I have read and I understand the provisions of this Application and Contract and its attachments. To the best of my knowledge, information and belief, all of the factual statements made in this Application and Contract by the Contestant are true.
2. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Application and Contract.
3. I consent to the execution of this Application and Contract by the Contestant.
4. On behalf of the Contestant, I agree to the terms and conditions of this Application and Contract and its attachments.
5. I have not previously authorized any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant, nor has any other person ever been authorized to do so, other than a co-signer of this affidavit.
6. I shall not authorize any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant other than in accordance with the terms and conditions of this Application and Contract and its attachments.

I do hereby swear that the statements made in this affidavit are true. I am aware that if any of the statements is willfully false, I am subject to punishment.

Sworn and subscribed to before me

this ____ day of _____, 200__.

Parent/Guardian

Parent/Guardian (Print)

Notary Public of _____