

NATIONAL TITLEHOLDER AGREEMENT

MS. AMERICA® “YEAR”
MS. AMERICA® INTERNATIONAL “YEAR”
MS. INTERNATIONAL™ “YEAR”

By accepting the title of MS. AMERICA® “YEAR” (hereinafter referred to MS. AMERICA® “YEAR”) or MS. AMERICA® INTERNATIONAL “YEAR” (hereinafter referred to as MAI “YEAR”) or MS. INTERNATIONAL “YEAR” (hereinafter referred to as MI “YEAR”) (collectively, “National Titleholder”), I agree to the terms and conditions of my previously executed and signed At-Large Titleholder Agreement and documents attached thereto. As MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, the rules, regulations and Terms of the *Agreement* that I signed as an At-Large Titleholder in the MS. AMERICA® PAGEANT along with its attached documents continue to be fully in effect and in force. In addition to which as the winner of the MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” title, I further agree to the following:

Section 1 – Commitments for Service National Titleholder:

1. **Term of Service:** I agree and understand that as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, I will serve as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” during the *Term of Service* until my successor is selected or appointed, whenever that may be. The duties and obligations have been described to me, and are detailed below, and I understand and accept them.
2. **Appearances:** MAP shall award to the person selected as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” such title, honors, trips, prizes and other benefits, as shall be arranged by MAP, IN ITS DISCRETION, for the winners of the National Pageant. Provided that National Titleholder is in compliance with, and remains in compliance with, the terms and conditions of this *Agreement* and attached documents and all other related *Agreements*, if she is selected as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, her *Term of Service* shall begin on the date she is so selected and end on the selection or appointment of the next MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”. During this period the duties of MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” may include travel and participation in personal appearances domestically and internationally. These activities are designed and supervised by MAP in order to reflect the values and standards of MAP and to enhance its visibility and maintain its public acceptance.
3. **Concerns and Complaints:** I understand and agree that any problem, concern or complaint should be communicated only to Susan Jeske - CEO of MAP. Failure to comply with this section may result in loss of title.
4. **Trade Secrets and Confidential Information:** I understand and agree to not use or disclose to any person or party information or trade secrets obtained or learned as a result of my winning a National Title and/or participation in the National Pageant, nor shall I authorize others to do so. This will include any and all writings, agreements, documents, contracts, passwords, forms, pageant procedures, and also Judges, Social Media, sponsor, vendor information, and other information provided by MAP or CEO Susan Jeske to National Titleholder regarding MAP Business, including, but not limited to, MAP or CEO Susan Jeske’s methods of operation, sponsor information, vendors, personnel, financial information, marketing and business strategies, assets, development plans or any related information.

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- 5. **Other Competitions:** I understand and agree that if I win the title of MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, I will continue to hold said title granted until my successor is selected or appointed. I agree that, during my *Term of Service* and for Twelve (12) months after the expiration of that *Term*, I will not associate in any way, either directly or indirectly, including as a contestant, promoter, or otherwise, in any other National or International Pageant or preliminary competition of a similar nature to the Ms. America® National Pageant without the prior written consent of MAP.
- 6. **Responsibility of Expenses:** I understand and agree that I will be responsible for all expenses relating to the National Pageant and during my reign as a National Titleholder including but not limited to clothes, all travel expenses, additional tickets, special meal requirements, business and autograph cards, medicine, excess baggage fees, dry cleaning, phone calls, personal expenses, entry fees, Union fees, Passport fees, wardrobe, parking, postage, babysitting fees, photo shoots, videos, cosmetics or other items. This includes transportation, both to and from official event locations, and early arrival and late departure room fees.
- 7. **MAP Pageants are Not an Agent:** MAP, MAI or MI Pageants are not an employment agency nor talent agent. I understand that MAP, MAI or MI Pageants has not undertaken and will not undertake to secure employment for me, and I agree to make no claim that MAP, MAI or MI Pageants has undertaken to do so. In arranging compensated appearances and endorsements, MAP, MAI or MI Pageants is pursuing its own interest, and any compensated appearances or endorsements in which I appear will be strictly incidental to such pursuit.
- 8. **Brand:** I understand and agree that the brand of MS. AMERICA, MAI or MI is business professional, classy, conservative, elegant and family friendly.

Section 2 – Personal Characteristics:

- 1. **Good Character:** I represent that I am of good moral character, and I have not, nor if married, my husband, has not engage in any activities which, if disclosed to the public, would bring, or tend to bring, myself, the CEO, Susan Jeske of MAP, MAP management, employees, directors, agents, volunteers, staff, or any of their subsidiaries, affiliated, franchisees, licensees, sponsors, or related companies into disrepute, ridicule, or contempt including but not limited to, any type of use of illegal drugs, any other illegal behavior or activity, any felony conviction, probation or misdemeanor involving moral turpitude. This also includes nude, lewd or lascivious media. In the alternative, I have disclosed such involvement to MAP. I understand that it is my responsibility to inform MAP of any activity I have engaged in that may have violated the above paragraph. Whether or not such activity meets this definition will be decided in the sole discretion of MAP and I agree to this discretion in advance for a determination as to my eligibility. I agree to accept MAP’S decision without question or argument both as to myself and other applicants. Failure to disclose this information may result in disqualification and relinquishment of my State, Regional or National Title.

TRUE _____ FALSE _____

If the above is not true, please complete the following so eligibility can be determined (attach additional pages if necessary).

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2. **Health:** I certify that I am of good health physically and mentally and can, to the best of my knowledge, participate fully and without limitation in any activities, scheduled events or appearances. I am able to perform the professional responsibilities of MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”. Any current medical condition or disability will not impede my ability to complete my *Term of Service* or fulfill my obligations under this *Agreement or the At-Large Titleholder Agreement* and its attached documents, or require unreasonable or exceptional assistance as determined solely by MAP. Any accommodations approved by MAP will be my sole responsibility, including but not limited to financial. Upon request of MAP, I will provide or cause my health care provider(s) to provide MAP with all of my health care records as necessary to verify the accuracy of this representation. MAP may share this information with anyone.

3. **Medical Information**

Current Medical Condition I do not presently suffer from any illness, disease or disability that will prohibit, restrict, or impair my ability to fulfill my obligations under this *Agreement* or to fulfill my *Term of Service*.

At the present time (check as applicable):

I am not currently receiving any treatment or medication for any medical condition.

I am receiving treatment or medication described in Attachment B.

I am not receiving treatment or medication for this condition described in Attachment B.

AND

I do expect to be taking medication or to be receiving treatment for this condition as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, during my *Term of Service*.

I do not expect to be taking medication or to be receiving treatment for this condition as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” during my *Term of Service*.

4. **Special Meals, Medicine, or Vitamin:** I understand and agree that if I have special meal, medicine, or vitamin requirements then it is my responsibility to provide these needs on my own and at my own expense.
5. **Substance Abuse:** I do not use or consume any illegal substances or controlled substances other than those obtained pursuant to a valid prescription and taken according to the directions of a licensed health care professional. I do not abuse the use of alcohol, prescription drugs or other dangerous substances.

Section 3 – Eligibility:

1. **Prior Participation:** If I was a former or reigning National Titleholder, I cannot compete for the same title again, however, I can compete for another national title offered by MAP. MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” cannot compete for another MAP National Title the same year she is crowning her successor.
2. **Citizenship and Legal Resident:** I am a citizen or legal resident of the United States of America and will remain a citizen or legal resident of the United States of America until my *Term of Service* ends. I agree to furnish a copy of my Driver’s License, Birth Certificate, Green Card and/or Passport to MAP within Two (2) days of any request for said materials made by MAP.

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- 3. **Willingness to Contract for Other Performances:** In the event the National Pageant is arranged to be produced into a film or television show (e.g., a documentary or reality show), I understand and agree to contract with any necessary third parties to allow for participation in said production.
- 4. I agree to furnish MAP

Section 4 – I Agree:

- 1. **Unions and Guilds:** I agree to join, at MAP request, the Unions or Guilds as necessary so that I may perform the services that may be required of me as a National Titleholder.
- 2. **Passport:** At my own expense, I understand and agree it is recommended by MAP to immediately apply for and acquire a current passport if I do not have one if chosen as a National Titleholder.
- 3. **Business Cards:** Business Cards will contain information solely regarding MAP, MAI or MI Pageant and contact information through MAP. For my own safety, I will not include personal information such as my phone number, address under any circumstances or in any media such as business cards, Facebook, Blogs, LinkedIn, Twitter, etc.
- 4. **International Pageants:** I understand and agree that if appointed by MAP to represent the United States of America to compete in an International Pageant, that I will not, nor will any of my friends, family members, sponsors or business associates solicit the International Organizers or sponsor’s for any reason whatsoever including to becoming a City, State, National, Regional, or International Director/Organizer for their pageant system or any pageant system they are soliciting to myself and/or my friends, family, sponsors, or business associates. I understand and agree that these are business clients of MAP and all inquires are to be referred back to MAP. I further understand any remunerations be they monetary product or service, will be relinquished to MAP.
- 5. **Releases:** I understand and agree to authorize MAP and those authorized by MAP, to investigate, access and collect information about me, about any of the statements made by me, any supporting documents and any other document that I have signed or do sign in connection with my participation as a National Titleholder, or any other written or oral statements I make in connection therewith. I irrevocably authorize MAP and those MAP authorize to secure information about my experiences and representations from any source, including, without limitation, my current and former employers, associates, family members, educational institutions, government agencies, medical professionals, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me to MAP and its authorized representatives. I, hereby, unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. I acknowledge and agree that any such information obtained by MAP and those MAP authorize pursuant to this provision or otherwise may be used for any purpose designated by MAP in MAP’s sole judgment (including, without limitation, to disqualify me as a National Titleholder), and may be described or otherwise related to any third party in any manner or media, including, without limitation, in advertisements, promotions, publicity, marketing, and merchandising, and in any other manner.

Section 5 – Contractual and Other Obligations:

- 1. **Spokesperson for MAP:** As MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” I understand and agree that I am the official spokesperson and recruiter contestants, sponsors for the Ms. America Pageant Inc. and the National Pageant during my *Term of Service*.

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2. **Loyalty: I understand and agree that during my reign as a National Titleholder I will** be loyal to MAP and give my time and energy to my pageant title and this title only. I will not enter any other pageant competition or compete for any other titles during my *Term of Service*. I agree that this will be my main pageant or competition-related priority and that I will not promote or verbally, in writing, or on any social media any other pageant title(s) or pageant system(s). This is to also prevent trademark or brand confusion.
3. **National Service Platform Requirement:** If at any time MAP enters into an agreement with any charity or non-profit agency, then as a National Titleholder, I understand and agree to actively support, at every opportunity, the charitable programs and perform such other supporting acts and deeds in accordance with the instructions and requirements of MAP. I understand that the platform or charity may change at any time.
4. **Obligation to Communicate with MAP or MAI:** I understand and agree that ***I must initiate*** and contact by phone MAP Pageant CEO Susan Jeske no less than Two (2) times per month to discuss future personal appearances and other matters of importance. I will at all times ensure MAP possesses my most recent contact information, including cell phone numbers, land line phone numbers, e-mail, and home addresses. If Thirty (30) days pass wherein ***I have failed*** to contact MAP by phone, and/or my appearance obligations have not been met, MAP shall have the authority to remove my title.
5. **Obligation to stay One (1) days after winning:** I understand and agree that if chosen as a MS. AMERICA “YEAR” then I will stay at the host hotel for another day (1) day for publicity, photo shoot(s), meeting sponsors, dignitaries, etc. Returning travel arrangements will be at my own expense. I understand and agree that MAP has the right to designate who will be my travel companion(s) at any time including during this day.
6. **Crown my Successor:** I understand and agree that if chosen as MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR”, I will attend the next National Pageant to crown the new MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”. I agree to attend all events, rehearsals and appearances I am requested to attend. Failure to attend the next National Pageant may result in forfeiture of all prizes, gifts, perks, or awards including the *Presidential Award* if eligible, as well as Crown and Title.
7. **Separation of Job or Business and Title:** I understand and agree, that if I am chosen as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, I will not use my title to endorse, promote or solicit any job, business, product, service or company in any form including, but not limited to electronic, video, audio, seminars, and personal communication, without prior written consent by MAP. Electronic communication can include but is not limited to Webinars, Social Media, Internet, Facebook, LinkedIn, Twitter or mass e-mailing. Any solicitation or promotion of a business using a MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” Title or former At-Large Title, MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” by MAP will result in an endorsement fee of Five-Thousand Dollars (\$5,000) per such use. The fee shall be owed and paid to MAP. Any endorsement fees not paid within Thirty (30) days of discovery by MAP will result in additional fees to be paid by Titleholder for legal remedy of said manner.

Section 6 – Termination:

1. I understand and agree that if I withdraw as a National Titleholder for any reason, or I am disqualified, or become ineligible, my National Title or any title(s) awarded as a result of participation in the National Pageant, shall be void and I will thereafter have no right to use such title(s) for any purpose whatsoever, I shall forfeit any prizes or other consideration which I may have won and I will return any and all prizes or other consideration already delivered to me. In such event MAP may make any public explanation or announcement that MAP chooses regarding such action. All archival evidence of my participation in the

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pageant may be removed. Further, I hereby agree that MAP may, in its sole discretion, share with the media or any other pageant system that I have been stripped of my title. In the event of forfeiture, resignation, or disqualification of title, I understand and agree to pay MAP a sum of \$5000.00 as compensation for lost promotional material production expenses.

2. I understand and agree that if, at any time between the date of this Agreement and the completion of my Term of Service:

- a. any representations or statements made by me in this *Agreement* or any of its attachments is determined by MAP to be false;
- b. there is a change of circumstances that would affect my ability to complete my *Term of Service*, including without limitations changes in my residency, good character, health, reputation, or behavior that is, or MAP perceives as contrary to the values of MAP;
- c. I fail to conduct myself in a manner which, in the sole and exclusive judgment of MAP is not consistent with the standards and dignity of the National Pageant;
- d. I do not abide by the *Code of Conduct* and other guidelines and limitation that will be applicable to my activities if I am selected as the MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”;
- e. I suffer any medical condition or disability, which, in the sole and exclusive judgment of MAP, impairs my ability to perform the duties expected of me as a National Titleholder; or
- f. MAP, in its sole and exclusive judgment, has determined that I am not to complete my *Term of Service*;

Then all titles, awards, prize(s), crown, gift(s), sash, and benefits of my position as a National Titleholder shall be terminated and forfeited. I understand and agree that there will be NO REFUNDS.

Section 7 – Ownership of Rights:

- a. **Ownership of Titles, Trademarks, and Service Marks:** I understand and acknowledge Susan Jeske’s exclusive ownership of and the validity of the trademarks and service marks “MS. AMERICA®,” “MS. ‘Title Name’ AMERICA,” “Ms. America® International,” “Ms. America® Beauty Teen,” “Ms. International,” “Teen Ms. America®” and “Ms. America® Fitness,” and further acknowledge that the “Ms. America®,” MS. ‘Title Name’ AMERICA,” “Ms. America® International,” “Ms. International,” “Ms. America® Beauty Teen,” “Teen Ms. America®,” and “Ms. America® Fitness” Pageants and the associated trademarks, trade names and service marks are the exclusive property of Susan Jeske. I understand and agree that no other person or entity can nor shall use the name MS. AMERICA®, nor add any words after the MS. AMERICA® title without infringing on MAP rights. All uses of these trademarks and service marks in connection with my activities will inure to the benefit of MAP and Susan Jeske. I understand and agree any goodwill attributable to my use of these trademarks and service marks vests exclusively in MAP and Susan Jeske. I agree that I will not engage in any acts or omissions which may damage or otherwise affect the MS. AMERICA® trademark and/or property rights or MAP and/or Susan Jeske’s goodwill, therein, in any manner whatsoever. I further agree that I will not in any way dispute or impugn the validity of any of MS. AMERICA® trademarks and service marks and MAP and Susan Jeske’s rights to those trademarks and service marks or MAP and Susan Jeske’s rights to use the trademarks or service marks. I will not at any

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time allow others to use any of the MS. AMERICA® names, titles, logos, trademark, trade names or service marks in connection with any kind of modeling, acting, performing, advertising, theatrical or promotional services I may perform and/or any advertising, promotion, publicity, book, biography, merchandise, job, or other product or service, unless I first receive the specific prior written consent of MAP and CEO Susan Jeske.

- b. **Trademark and Service Marks Ownership:** I acknowledge and agree that all MAP Indicia, including but not limited to the “MS. ‘Title Name’ AMERICA” name, logo, service mark, trademark, banner, sash and/or crown(s) and/or anything confusingly similar thereto or the MS. AMERICA®, MS. AMERICA® INTERNATIONAL or MS. INTERNATIONAL name, logo, service mark, trademark, banner, sash, and/or crown and/or anything confusingly similar thereto are exclusively reserved to and are owned and controlled by MAP without any reservations or limitations whatsoever. National Titleholder may not reproduce the aforesaid material in any manner without prior written consent from MAP.
- c. **Permanent Ownership of Rights:** I understand and agree that 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 an At-Large Titleholder or as a participant in the events leading up to the selection of MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”; or (b) while representing MAP, MAI or MI or participating in any MAP, MAI or Mi sponsored events whether before, during or after the National Pageant or, if I am selected as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, during or after my *Term of Service*, including but not limited to events such as press interviews, judge’s 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 MAP in perpetuity. The Rights may be used and reused by MAP or anyone designated and licensed by MAP for publicity, advertising or any other use in any medium, all as deemed appropriate by MAP, 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 MAP. I understand and agree that the provisions of this section shall specifically survive the termination of this *Agreement*.
- d. I understand and agree that MAP may disclose any and all information provided by me to any person for any purpose.
- e. **Independent Contractor Status:** I understand and agree that I am and will remain an independent contractor with respect to MAP and that I am not and will not become an employee of MAP during my participation as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”. Any authority granted by this *Agreement* to MAP, MAI or MI to act on my behalf is intended for the mutual convenience of MAP, MAI or MI and myself and in order to provide an effective means of organizing my activities during my *Term of Service*, and not for the purpose of directing my performances or controlling my activities as if I were an employee of MAP, MAI, or MI.
- f. I understand and agree that activities as a National Titleholder shall not be a performance, shall not constitute an employment relationship between MAP and Titleholder, shall not be subject to any union or guild collective bargaining agreement, and shall not entitle Titleholder to any wages, salary, corporate benefits, workers’ compensation benefits, or other compensations of any kind, under any such collective bargaining agreement, or otherwise. I also understand and agree that nothing in this *Agreement* or any conduct pursuant thereto, shall constitute an agency relationship between Titleholder

and MAP and that Titleholder shall have no authority to speak or act on MAP behalf whatsoever, except as may otherwise be expressly required or permitted by MAP.

Section 8 – Promotion of the Title / Appearances:

1. **Clarification of Trademark and Brand:** To avoid trademark or brand confusion with other pageant systems, I understand and agree that I will ALWAYS, in perpetuity, in all written and oral communications, use the complete title name and year followed by my first and last name (e.g. Ms. America 2017 – Jane Doe). This includes all television, interviews, print, business cards, press releases, electronic e-mail, social media, websites, blogs, appearances, promotional material, biography, resumes, written articles, speeches, etc. I agree that it is my responsibility to use my best efforts to ensure that any third party such as a writer or announcer also uses my full title with the full year.
Examples:
Ms. America 2017 – Jane Doe
2. **Use of “Reigning” or “Current” With Title:** To avoid trademark or brand confusion with other pageant systems, I understand and agree I will **not use** the words “reigning” or “current” in conjunction with my National Title or “current” or “reigning” in conjunction with MS. AMERICA® ‘YEAR or MAI “YEAR” or MI “YEAR”. (e.g. “*The article was written by the reigning Ms. America® 2017*” or “*This appearance will be featuring the current Ms. America® 2017*”).
3. **Trademark Confusion:** To avoid trademark or brand confusion with other pageant systems, I understand and agree that in any biographical profile or “about me” section on any social media, press release, website etc., I will include the following language. “*The Ms. America® Pageant is for women 26 years of age and up who are single, divorced, widowed or married. To learn more, visit: www.MsAmericaPageant.com.*”
4. **Performances and Personal Appearances by National Titleholder:** I agree to cooperate with MAP Pageant in making personal appearances and performing for radio, newspaper and television broadcasts during my *Term of Service*, subject to reasonable advance notice from MAP Pageant.
5. **Public Appearances:** I agree to make a minimum of Two (2) appearances each month during my *Term of Service*. This includes both compensated and uncompensated events, events scheduled, and arranged by MAP as well as those scheduled and arranged on my own initiative. I acknowledge that I may be required to schedule and arrange my own appearances in order to meet this requirement.
6. **Appearance Definition:** An appearance must be “press worthy” and creating positive Public Relations for the pageant by interacting with the public. (A press release **could** be made and positive media coverage **could** happen, but is not required.) and may include but is not limited to radio, television, newspaper and magazine interviews. Public appearances at events such as parades, charities, fundraising events, grand openings, fashion shows, emcee, judging a contest, telethons, 5K walks and other sporting events. motivational speaking, National Anthem singer, visiting senior citizen homes, USO, honoring veterans, feeding or free haircuts to the homeless, guest instructor/lecturer, children’s hospital visitation, celebrity chef or waitress or signing autographs at events or a tradeshow/Expo/Convention.
7. **Queens Corner and Minimum Appearances:** I understand and agree that it is both my responsibility as well as MAP to promote my title. I understand that in order to keep my title I must arrange and make a minimum of Two (2) appearances every month. I understand and agree to wear my crown and sash at the appearance and take photos of my participation for it to count as an appearance. I

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understand that all appearances must be approved by MAP before the date of the appearance. I agree to go to the Pageant website www.MsAmericaPageant.com, click onto **Queens Corner** and fill out the **Request Form** for appearances. I understand that if more than Two (2) appearances have not been approved and I still attend the event, then MAP has the right to remove my National Title with no recourse to me.

8. **Photograph Appearances:** I agree that all my appearances will be photographed proving my attendance at the event. I agree to email Four different (4) photos with a short caption explaining the event to MAP two weeks after the appearance. E-mail address to use is: MsAmericaPageant@aol.com. I can also upload photos and information about the event on my required **Facebook Personal Profile Page** and share it with Susan Jeske's **Facebook Personal Profile Page**. www.Facebook.com/Susan.Jeske1
9. I understand and agree that I will not make any endorsement, commercial tie-ups, book publishing agreements, personal appearances, or accept any motion picture or television engagements, or participate in any advertising or promotion, commercial tie-ups or endorsement, except as arranged by and/or authorized by prior written consent by MAP. This includes former National Titleholders.
10. **Complimentary Invitations to MAP:** I agree, when arranging appearances, to secure a (1) *complimentary invitations* to said appearance for MAP. MAP will then be responsible for designating a representative to use complimentary invitation(s). I also agree to not invite other guests to appearances, photo shoots, or business meetings unless pre-approved by MAP. I understand and agree that any pre-approved guest accompanying me to any event or appearance will be expected to dress in a conservative manner and behave appropriately.
11. Titleholder will not solicit any other invitations for guests, except as noted in section 6, to attend appearance(s) with her for anyone.
12. **Appearance Documentation:** I understand and agree to e-mail, every month, all my appearances to MAP in the following format:

Date of Appearance, what I did, event name, location and website.

If Thirty (30) days pass wherein I have failed to e-mail my appearances to MAP, MAP or MAI Pageant shall have the authority to remove my title immediately. This format is also used for verification for the Presidential Award.

Examples:

- **May 30–June 1, 2017** – Spokesperson/Entertainer/Emcee – Guard A Heart Fundraiser – Laguna Beach, California – www.GuardAHeart.org
- **May 15, 2017** – Radio Interview - WTCA Radio “Morning Chat” – Plymouth, Indiana – www.AM1050.com
- **May 11, 2017** – National Anthem Singer - St. Louis Cardinal’s Baseball Game – St. Louis, MO – www.Cardinals.com
- **May 2, 2017** – Celebrity Emcee/Model - Guard A Heart Fashion Show – Irvine, CA – www.GuardAHeart.gov
- **April 20, 2017** – Celebrity Speaker/Trainer - Anti-Bullying at Heritage High School – Littleton, CO – www.HeritageHighSchool.com
- **April 17, 2017** – Celebrity Appearance - Meeting with Mayor of Anaheim – Anaheim, CA – www.AnaheimMayor.com

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13. **Obtaining Photographs at Appearances for Program Book or Slide Show:** For purposes of next year's Program Book Farewell Pages (2 pages) or Slide Show, I understand and agree I will want to take pictures or obtain copies of photos taken of myself documenting my appearances and submit an electronic copy of said appearance with a minimum of 300 DPI in JPEG format, along with a brief description of the photograph's content. I understand that I will have two (2) farewell pages in the program book.
14. **Procedure for Booking National Titleholders:** I agree that when arranging appearances that the procedure is to have the person/organization/company fill out the REQUEST MS. AMERICA® form on MS. AMERICA® Pageant website. (www.MsAmericaPageant.com) The form is sent to MAP who will approve or disapprove of the appearance. If the appearance is approved then it is sent to the National Titleholder to find out if she would like to make the appearance. Then the person/organization/company will receive approval or declination of request. Deviation from this procedure is with prior written consent.
15. **Appearances in Printed Media:** When arranging a newspaper interview or appearance in printed media, I agree to provide MAP with any printed articles featuring myself as MS. AMERICA "YEAR", MAI "YEAR" or MI "YEAR". I will provide these materials, along with a copy of the cover page for said printed media.
16. **Appearances in Televised Media:** When arranging an appearance that will be televised or otherwise filmed, I will make best efforts to obtain a copy of the broadcast/recording from the owner and submit a copy or URL link, if such is available, of said broadcast/recording to MAP, MAI or MI Pageant within one week of said broadcast/recording.
17. **Wearing Crown and Sash:** I understand and agree that as a National Titleholder I will wear my sash (crown is optional) at ALL appearances including media appearances except when interviewed over the phone such as a radio interview.
18. **Promotion:** I agree, when making an appearance, to only engage in the promotion of MAP, MAI or MI Pageant, a sponsor, or another business, cause, or organization for which I have received prior written consent from MAP. I will not engage in promotion of my own personal business or profession during any appearance.
19. **Appearances:** MAP will have the exclusive right to arrange my personal appearances, performances, appearances on radio, television, cable, internet, or other broadcast media for the purpose of promoting, advertising, endorsing, or marketing any goods, services, causes or events for commercial sponsors for compensation, and to approve any such appearance which I may initiate.
20. **Compensation for use of Title after National Pageant:** I understand and agree that after the National Pageant competition has been completed, MS. AMERICA "YEAR", MAI "YEAR" or MI "YEAR" agrees to compensate MAP an amount equal to Twenty Percent (20%) of all Gross Receipts derived from appearances, endorsements, testimonial, promotions, marketing, publicity, etc., in connection with my National Title. "Gross Receipts" shall mean any and all monies, earnings, salaries, fees, royalties, bonuses, without deduction of any kind, inuring to National Title "YEAR" or former National Title "YEAR" from appearances and/or publicity.
21. I understand and agree that all decisions throughout my reign as MS. AMERICA "YEAR", MAI "YEAR" or MI "YEAR" concerning photographs, appearances, social media, endorsements, testimonials, media interviews, websites, promotions, advertising, production and all other aspects are solely at the discretion of MAP and I must have prior written consent.

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22. **Uncompensated Appearances:** I understand and agree that it may be in the interest and to my benefit to make certain personal appearances on behalf of MAP, their respective sponsors, vendors and charitable organizations for which no fee is charged, and I agree to faithfully comply with such requests.
23. **Appearances to Promote Pageant and Titleholder:** I agree, as a National Titleholder, to appear in person, on radio, and on television as arranged by MAP for the purpose of promoting any possible future state, national, or international pageant produced by MAP and supporting sponsors or potential sponsors for these pageants, and acknowledge here that these appearances are beneficial to my own career and personal goals. I will not be compensated for appearances arranged for this purpose.

Section 9 – Social Media, Website, Domain Names:

1. I authorize MAP or its licensee to register a domain name (Internet, Facebook, Twitter or any other social media) in such version of my name as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, or its licensee deem appropriate. MS. AMERICA®, MAI or MI Pageant during my *Term of Service* shall have full authority to use my name for all purposes including domain names, Facebook, Twitter or any other social media. Thereafter, I understand that the MS. AMERICA®, MAI or MI Pageant or its licensee shall transfer to me all rights to register and use my Internet domain name, Facebook, Twitter, or any other social media. During the period that the MS. AMERICA®, MAI or MI Pageant or its licensee is authorized to register and use my name for Internet, Facebook, Twitter, or any other social media, I shall not register or use, nor permit anyone else to register or use, my name or National Title in any form in and Internet Domain Name, Facebook, Twitter, or any other social media.
2. **Domain Name:** I understand and agree that I will **never** create any domain name, website, Blog, or URL using my National Title, At-Large Title or any MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” title.

Examples of Domain Names I may **NOT** create.

www.MsAmerica2017.com

www.MsAmerica2017-JaneDoe.com

www.MsAmerica.com

Examples of Facebook Fan/Profile Page I may NOT create.

www/Facebook.com/MsAmerica2017

[www.Facebook.com/MsAmerica -Jane Doe](http://www.Facebook.com/MsAmerica-JaneDoe)

Examples you can create.

www.JaneDoe-MsAmerica2017.com

www.facebook.com/janedoe-MsAmerica2017

Recommended Domain Name:

MAP recommends all titleholders to obtain a Domain in their own name such as www.JaneDoe.com. National Titleholder activity would then become a sub-page. Check www.SusanJeske.com for example of recommended website format.

3. **E-mail:** I understand and agree that as a National Titleholder, I can create a new e-mail address to identify my title which must include the full year. An example of an e-mail is: MsAmerica2017@gmail.com.

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4. **Maintaining the MAP or MAI Website, Domain Name, Facebook, Twitter:** I understand and agree that if I receive USE of a domain name, website, Facebook or Twitter that it is the property of MAP and that I will conform the content of the website, Facebook or Twitter according to the instructions that the MAP gives me. MAP shall have FULL access to my website, Facebook and Twitter including domain password, Twitter and Facebook password and security information. After my *Term of Service* [A1] I will return possession of the website / Twitter / domain name / password / username and all its contents to MAP. When I return the website and Twitter account all content will remain intact.
5. **Commercial Use:** I understand and agree that I may not show, offer or sell any products or services via my MAP authorized and approved accounts on Facebook, Twitter, Website, LinkedIn, etc., or any other channel of distribution without prior written consent from MAP.
6. **Social Media Requirements:** Social Media shall include but not be limited to Facebook Personal Profile and Fan Page, Twitter, LinkedIn, Blog and personal or professional websites. Any MAP related artwork used on these sites, accounts and pages must be the official MAP approved artwork. I agree that MAP will be made aware of and have full access to view any and all contents on such sites, pages and accounts. I agree I am responsible for all costs associated with all sites, pages, and accounts. I further agree that I am responsible for the content on the sites, accounts and pages and any legal ramifications from my posting on the sites, accounts and pages. I also agree that I will remove any content from the sites, accounts and pages that MAP requests to be removed. I agree to indemnify and hold harmless MAP for any wrongful acts conducted by me, or my agents on such social media or websites. I understand and agree that I will hold my business and professional sites, accounts and pages separate from my pageant site, accounts and pages. I acknowledge use of any term connected with MAP or any MARK of MAP does not give me rights to ownership of use of said marks and can only be used through prior written consent from MAP.
7. **Social Media Postings:** I agree to write about my experiences as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” appearances and post said writing and any accompanying images on the MS. AMERICA®, MAI or MI Facebook Fan Page within Seven (7) days of the described event. I also agree to post on my provided Twitter profile a minimum of One (1) times per week. I also agree to post on my provided Facebook profile a minimum of One (1) times per week. If I fail to meet these requirements for One (1) month, at the discretion of MAP, MAI or MI Pageant, my National Title may be taken away.
www.Facebook.com/MsAmericaPageant
www.Facebook.com/MsAmericaInternational
www.Facebook.com/MsInternational

www.Twitter.com/MsAmerica
www.Twitter.com/MsAmericaIntl
www.Twitter.com/MsInternational
8. **Social Media Profiles:** I understand and agree that, in order to ensure compliance with this *Agreement* and the *Code of Conduct*, my MS. AMERICA®, MAI or MI and personal social media profiles may be monitored. In order to facilitate this process, I will ensure MAP, MAI or MI Pageant has complete access to any social media profile, including personal profiles and passwords and MAP, MAI or MI has permission within its sole discretion to remove any content posted my *Term of Service*.

Section 10 – Conduct:

1. **Prohibition on Criminal Behavior:** I understand and agree MS. AMERICA® “YEAR” or MAI “YEAR” must not have been convicted of a felony crime. If for some reason I am indicted on criminal charges during my *Term of Service*, my National Title will be revoked.
2. **Prohibition on appearing Nude, Semi-Nude, Implied Nude or in Pornography:** I understand and agree that I will not during my *Term of Service*, pose for any photography, live performance, video, or film associated with nudity, semi-nudity, implied nudity, pornography, lingerie or other revealing clothing.
3. **Sponsors and Judges:** I understand and agree to not communicate with any judge, sponsor, or affiliate by mail, phone, e-mail, or any Social Media such as Facebook, LinkedIn, Twitter, etc., either before or after the following year’s National Pageant unless I receive prior written consent from MAP. This will also include when my *Term of Service* is over.
4. **Collecting Information:** I understand and agree that I will not, either during my participation in the National Pageant or anytime afterward, collect the phone numbers, addresses, Facebook, LinkedIn, Twitter or e-mails of the At-Large Titleholders, National Titleholders, visiting queens, judges, affiliate, vendors or sponsors for the purpose of promoting another pageant, business, product, service, civic or political organization or cause.
5. **Prohibition on Smoking and Drinking:** I understand and agree that I will not smoke in public at any time during my *Term of Service* while wearing my crown and sash. I agree to consume only one glass of wine/champagne while in crown and sash per day. No other alcohol is permitted. I agree that I will not allow anyone to take a picture of me in my crown and sash holding a cigarette/cigar or glass of alcohol or any drink that may look like it could be alcohol. Nor will I allow anyone to take a picture with me while they are holding a cigarette/cigar or alcoholic drink in their hand.
6. **Conduct of Significant Other:** I understand and agree that husband, boyfriend, and “significant other” when attending events with the National Titleholder, a conservative manner in public is required. No hand holding, possessiveness, kissing, or public shows of affection while National Titleholder is making an official appearance with crown and sash. National Titleholder needs to have a professional demeanor at all appearances and be “approachable.” The focus of any appearance is the enhancement of the event, the National Titleholder and promoting MAP.
7. **Prohibition on Promotions:** I understand and agree that I shall not promote, participate, or be featured in any dramatic production, **Reality TV Show**, musical production, radio production, written publication, television appearance, personal appearance, and/or motion picture during my *Term of Service* unless I receive prior written consent from MAP.
8. **Agreement with others:** I understand and agree that I will not enter into any agreement to perform modeling, acting, performing, speaking, marketing, book publishing agreements, publishing, advertising, theatrical, or promotional services depicting, concerning, or relating in any way to my National Title or my participation in the National Pageant; endorse any product, service, charity, or commercial enterprise if the endorsement features or references my National Title or my participation in the National Pageant, or make or allow others to make use of or reference my National Title or my participation in the National Pageant for any other commercial purposes, unless I receive prior written consent from MAP.

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9. I understand and agree that I will not enter into any agreement employing any person, company, firm, association, or attorney as my agent, personal manager or business manager, or in any other business capacity in connection with my activities as a National Titleholder without prior written consent from MAP.
10. **Tattoos and Piercings:** I understand and agree that I will not expose any tattoos, tongue piercings, or body piercings (excluding a single piercing in each ear) while at the pageant or any time during my *Term of Service*. I will not expose any tattoos, tongue piercing, or body piercing while I hold the title within any photos or videos. No photos or videos will be posted on websites, Social Media, message boards, Facebook, Twitter, LinkedIn, etc., without prior written consent of MAP.
11. **Debt:** I understand and agree that I will not incur, and am not authorized to incur any debts on behalf of the MAP.
12. **Forfeiture of Title:** I understand and agree that should I fail to meet the obligations listed herein, I will forfeit my National Title, crown, sash and all my prizes, gifts and perks to the MAP. If I do not return all articles I will be fined Five-Thousand Dollars (\$5,000) and the replacement fee for crown, sash and all prize(s), gift(s) and perks.

Section 11 – Use of the Title, Crown and Sash:

1. **Identification as Titleholder:** Upon being selected as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, I may identify myself as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, subject to the restriction set out in part 2, until the first of the following events happens.
- A new holder for the title is selected or my *Term of Service* expires.
 - I fail to meet my obligations as set forth herein.
 - I am notified that in the opinion of MAP I have conducted myself in a manner contrary to the best interests of the title MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” and MAP.
2. **Restriction On Use:** I may not identify myself as the current or former National Titleholder or At-Large Titleholder of MAP in connection with the promotion, marketing or advertisement of any pageant, product, service, cause, charity, company, event, book publishing agreements, biography or in my own professional career, unless I receive prior written consent by MAP.
3. **Prohibition of Endorsement of Competing Pageants, Products and Services:** I acknowledge that MAP 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 MAP. 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 pageant, products or services competitive to the products or services of an advertiser, sponsor or licensee of MAP or MAP itself, during my *Term of Service* unless MAP approves such an endorsement or advertisement in writing. I understand that MAP is under no obligation to approve or consent to any such endorsement or advertisement after the end of my *Term of Service*.
4. **Prohibition on Wearing Crown and Sash after *Term of Service*:** I understand and agree that, after my *Term of Service* ends, I will not wear my crown or sash to any appearance unless I am given prior written consent from MAP. I understand that MAP shall not be obligated to approve any such appearance or use of the “MS. AMERICA “YEAR”, MAI “YEAR” or MI “YEAR” title. I further agree that doing so will damage the prestige of MAP, MAI or MI Pageant, and agree to pay the fair and appropriate liquidated

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damages of One-Thousand Dollars (\$1,000) in the event that I wear my crown or sash in violation of this provision.

5. I understand and agree that if I or a company, business, political or civic organization is interested in using my name, likeness, and title, that all contracts and negotiations will be referred to MAP. I understand and agree that in perpetuity, if the title I represent *or represented* is requested for use by myself, or anyone else I must receive prior written consent from MAP. No Exceptions. I understand and agree in perpetuity, that if I deviate from this, I will be fined Five-Thousand Dollars (\$5,000) per violation.
6. **Trademarks, Trade Names, Logos, Sash, and Crown:** I understand and agree that the rights given to the me to identify myself as a current or former National Titleholder do not confer any right or license to use trademarks, trade names, logos, sash, or crown associated with MAP and owned by MAP.
7. Any use of such trademarks, trade names, logos, sash, or crown without prior written consent of MAP may, at the sole discretion of MAP, result in the loss of her title and forfeiture of all prizes, gifts, benefits, perks awarded.
8. **Use of MAP Titles, Words and Symbols after *Term of Appointment* or *Term of Service*:** I understand and agree that after the conclusion of my *Term of Service*, if I am advised by MAP, in its sole and exclusive judgment, my use of the title (“MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”) words or symbols associated with MAP, MAI or MI and the National Pageant has caused, or is reasonably likely to cause harm or confusion, I agree to discontinue any such use immediately. I understand and agree that the judgment of MAP shall be final and binding on me in perpetuity.
9. I understand and agree that provided National Titleholder has not breached this *Agreement*, titleholder may refer to the fact that Titleholder was “MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, or refer to the title or designation granted to Titleholder, in connection with any of her employment or engagements, compensated or uncompensated, which reference, however, shall be only incidental or in a biographical context, to any services or rights in any advertising or publicity not directly related to MAP.
10. **National Crown and Sash:** I understand and agree to not alter the National Titleholder crown or sash, provided to me by MAP including, but not limited to alterations such as the adding of rhinestones or covering up text on the sash. I agree that if I lose or damage my crown or sash then I am responsible for paying for a new crown (if available) at a cost of Five Thousand Dollars (\$5,000) and/or sash at a cost of Two-Hundred Fifty Dollars (\$250), plus any shipping and handling costs. I further agree that I will only wear the National Titleholders crown with the National Titleholders sash. I will not wear the National Titleholder crown with any other sash. Nor will I wear the National Titleholder sash with any other crown. This applies to all titles within MAP system including At- Large Titleholders.
11. **Permanence of Restrictions:** I understand and agree that the provisions of this Section shall specifically survive the termination of this *Agreement* and shall be enforceable by MAP and binding on me in perpetuity.

Section 12 – National Titleholder’s Independent Status and Conflicts of Interest:

1. **Independent Contractor:** At all times during my service as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”, I will be acting as an independent contractor for personal services and not as an employee, agent, joint venture, or partner of MAP.

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2. **Conflicts of Interest:** I may accept or continue employment not related to my obligations to MAP and may be a party to any contract relating to my personal services, including a talent agency contract, personal management contract, modeling contract, or theatrical contract, provided however, that such employment or contracts shall not:
- Authorize, require, or permit the use of the title of MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” nor make any reference to my participation in the competition.
 - Include any commercial endorsement based on my image, likeness, or name.
 - Interfere in any way with my obligation as MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”.
3. At its sole discretion, MAP may authorize exceptions to the prohibitions set out above. Any authorization must be in writing, signed by CEO Susan Jeske.

Section 13 – Prizes, Gifts and Awards:

1. **Deadline to Claim Prizes, Gifts and Awards:** As a National Titleholder, I understand and agree to accept any and all award(s), gift(s) and prize(s), which may be awarded to me by or on behalf of MAP, MAI or MI in connection with my participation in the National Pageant. I understand and agree that all award(s), gift(s), and prize(s) not claimed within Ninety (90) calendar days of the National Pageant become the property of MAP. I understand and agree that I am responsible for all shipping and handling costs of prize(s), gift(s), or award(s).
2. **Presidential Award:** I understand and agree that the Presidential Volunteer Service Award – Gold - is based on Five-Hundred (500) hours of Volunteer Service during my *Term of Service*. I understand and agree that the pageant will not be awarding the bronze or silver award even if I qualify. If the award is still available and if I am eligible then I will receive the award on-stage during the National Pageant. I understand that the frame belongs to the pageant but I may purchase the frame for One-Hundred and Fifty Dollars (\$150.00). I understand that I am responsible for transportation of award to the final destination of my choosing. I agree to turn in my appearances for Presidential Award every 30 days in the following format: Date of Appearance, what I did, event name, location and website.
3. **Crown, Sash, and Scepter:** I agree to not alter the national crown or sash, provided to me by MAP and MAI Pageant, including, but not limited to alterations such as the adding of rhinestones or covering up text on the sash. I agree that if I lose or damage my crown, sash, or scepter then I am responsible for paying for the repair or if not repairable then the cost of a new crown One-Thousand Dollars (\$1,000), 4 rows of crystal sash Five-Hundred Dollars (\$500), two rows of crystal sash is \$250, or scepter Two-Hundred and Fifty Dollars (\$250), plus any shipping and handling costs. I further agree that I will only wear the MS. AMERICA “TITLE” crown with the MS. AMERICA “TITLE” sash. Nor will I wear the MS. AMERICA “TITLE” sash with any other crown. This applies to all titles within the MAP and MAI Pageant system including At-Large Titleholders. [A3]
4. **Lost, Theft, or Damaged Items:** I understand and agree that MAP is not responsible for lost, theft, or damage caused to any and all prize(s), gift(s), and award(s) bestowed upon me after these items become my property. I agree to repair costs to lost, stolen, or damaged items including but not limited to: crown, sash, scepter, plaques, trophies, awards, gifts, personal property, etc.

5. **Third-Party Suppliers:** I understand and agree that as a result of my participation in the National Pageant and as a result of my fulfillment of this *Agreement*, I may be awarded or receive certain prizes, gifts, awards, perks, or scholarships. I understand and agree that some of the prizes, gifts, awards, perks, or scholarships awarded to me may be supplied under sponsorship or marketing agreements with third-parties. Delivery of such third-party supplier awarded prizes, gifts, awards, perks or scholarships are subject to the performance of their respective third-party suppliers, and MAP will have no obligation to award such prizes, gifts, awards, perks, or scholarships if third-party suppliers fail to perform. MAP will assign its rights under such sponsorship or marketing agreements to me. Some prizes may require direct shipment to me, and the cost of such shipments, if not paid by the supplier, it will be the responsibility of me. I am responsible for the transportation of all prizes from the National Pageant location to my home or such other location I may choose.
6. **Valuation:** I understand and agree that all prizes, gifts, awards, or scholarships awarded to me are valued for promotional purposes at the manufacture's or supplier's suggested retail price, which may or may not reflect the actual retail cost or the actual cost to MAP.
7. **Tax Obligation:** I understand and agree that I shall be responsible for payment of all taxes and other obligations that are or may come due as a result of my receipt of any cash, prize(s), gift(s), and award(s) or other compensation in or in connection with MAP, MAI or MI or the National Pageant, if any. MAP *strongly recommends that National Titleholder consult with their accountant or other qualified tax advisor regarding the proper method of accounting for such taxes.*
8. **Surrender:** If after winning the National Title I refuse or fail to fulfill the duties associated with my title or in the opinion of MAP become unable or unqualified to fulfill the duties, I will forfeit all prizes previously received and all rights to prizes to be delivered within Two (2) weeks. I will not receive any refund on any entry fees to the National Pageant, nor any advertisement space sold if required by MAP.

Section 14 – Performance Rights:

1. **Grant of Rights:** I grant to MAP in perpetuity the right to record on film, videotape, photograph, or any other media, any performance, or public appearance by me in my capacity as a National Titleholder and to market and use such recorded material in any commercial or non-commercial venture. MAP may reproduce, exhibit, telecast, publish, or otherwise use such recorded material through any media now known or hereafter developed without additional compensation to myself.
2. I understand and agree that MAP may authorize sponsors, civic organization(s), distributors, charities, businesses, radio, and television, networks and stations, newspapers, websites, Internet, social media, media and licensees, franchises, to use my, name, likeness, depiction, voice, visual and/or audible images, biographical material, for any advertising or publicity in relation to the production, display, broadcast (over the air, Internet, Cable, CD, USB Drives, DVD) and/or republication of any MAP events, other projects approved by MAP relating to MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR” activity, in any and all manners and/or media previously known, now known, or unknown in the future, in perpetuity, without consent from or payment to National Titleholder.

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3. **Willingness to Contract for Other Performances:** In the event MAP arranges to be produced into a film or television show (e.g., a documentary or reality show), I agree to contract with any necessary third parties to allow for participation in said production. In the event I am unable or unwilling to contract with said third parties or unable or unwilling otherwise to participate in said production, MAP shall have the authority to strip me of my title and designate a new MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”.
4. I understand and agree that I will not enter into any agreement employing any person, company, firm, association, or attorney as my agent, publicity agent, personal manager or business manager, or in any other business capacity in connection with my activities as a National Titleholder without prior written consent of MAP.
5. I understand and agree that I will not enter into any agreement to perform modeling, acting, performing, speaking, book publishing agreements, publishing, advertising, theatrical, or promotional services depicting, concerning, or relating in any way to my At-Large Title or National Title or my participation in the National Pageant; endorse any product, service, cause, person, or commercial enterprise if the endorsement features or references my At-Large Title or National Title or my participation in the National Pageant, or make or allow others to make use of or reference my At-Large Title or National Title or my participation in the National Pageant for any other commercial purpose, service, product, cause, unless I receive prior written consent from MAP.

Section 15 – Releases and Indemnity:

1. **Releases:** I hereby release MAP and its agents, officers, employees, sponsors, volunteers and successors in interest (the "Released Party") from any claim, loss, complaints, grievances, obligations, charges, injuries, demand, or other legal responsibilities or causes of action ("Claims") arising from or related to my participation in any competition conducted by MAP or its licensees, or involving the use of my name, voice, likeness, biographical information, signature, photograph, image, or similar material, National Titleholder hereby forever release and discharge the Released Party, and each of them and their respective successors, assigns, employees, officers, directors, attorneys, accountants, shareholders and agents and each of them, from any and all Claims whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which she now owns or holds, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever pursuant to this Title Agreement and/or the Original Agreements.

2. **Release of Unknown Claims.** I acknowledge and agree that my rights under Section 1542 of the Civil Code of California are hereby expressly waived. Said section reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Claims, I expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that the settlement agreed upon contemplates the extinguishment of any such Claims

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3. **Assumption of Risk:** I agree to assume all risk associated with my participation in the Pageant and Title Year, including without limitation, any accident or injury incurred in travel to, from, and/or during appearances travel to, from, and/or during any State, Regional, Local or National Pageant and its events. The foregoing release expressly applies to all risks, which are assumed solely by National Titleholder.

4. **MAP Cost of Defense:** If I make any claim, demand, or cause of action against MS. AMERICA® Pageant Inc. and such claim, demand, or cause of action is adjudicated in favor of MS. AMERICA® Pageant Inc., National Titleholder will compensate MAP for the attorney's fees and expenses incurred in connection with its successful defense.

5. **Indemnity by National Titleholder.** I shall pay for, defend (with an attorney approved by MAP,) indemnify, and hold MAP harmless from any real or alleged damage or injury and from all claims, judgments, liabilities, penalties, costs and expenses, including attorneys' fees and costs (collectively, "*Costs*"), in any way connected to National Titleholder's participation in the National Pageant activities during the Title Year. Costs shall also include all of MAP's attorneys' fees, litigation costs, investigation costs and court costs and all other costs, expenses and liabilities incurred by MAP or its counsel from the date MAP first receives notice that any claim or demand is to be made or may be made. "MAP" includes MAP, Susan Jeske and all MAP directors, officers, shareholders, members, agents and employees.

6. I understand and agree that MAP may disclose any and all information provided by me to any person for any purpose.

7. I understand and agree that MAP and/or Susan Jeske is not responsible for any accident or injury incurred in travel to and from any event(s), while making appearances as a Titleholder during my *Term of Service* or at the National Pageant itself.

8. In the event of an accident or illness, which may necessitate medical facility, hospitalization or additional treatment, I understand and agree that I will assume all monetary responsibilities.

9. I understand and agree that MS AMERICA PAGEANT is not responsible for loss, theft, or damage caused to any and all prizes, gifts, and awards bestowed upon National Titleholder after these items become the property of the Titleholder. National Titleholder agree to repair or replace lost, stolen, or damaged items including but not limited to: crown, sash, plaques, trophies, awards, etc. National Titleholder shall be responsible for all costs associated with such repair or replacement.

10. I understand and agree that MS. AMERICA PAGEANT is not responsible for negligence or fraud on the part of sponsors or contract or non-contract vendors (e.g., photographer, videographer, makeup artist(s), seamstress, hairdresser, etc...) who may be providing products or services to National Titleholder.

Section 16 – Changes:

1. I understand and agree that if, at any time after I sign this *Agreement* with MAP, including during my *Term of Service* as MS. AMERICA® "YEAR", MAI "YEAR" or MI "YEAR", any of the facts stated in this application and contract should change, I have the obligation to report any such change in writing immediately to MAP. I also understand that if I fail to do so, MAP may, in its sole discretion, determine to limit or prevent my participation or to terminate my title as MS. AMERICA ® "YEAR", MAI "YEAR" or MI "YEAR".

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2. **Rules and Regulations Subject to Change:** I understand and agree that all rules, regulations and Agreements are subject to change, modification, and additions, as determined by MAP. Any such modifications and addition will be provided to National Titleholders in a timely manner.

Section 17 – Governing Law:

1. This *Agreement* is concluded in Orange County, California USA, and all the terms and conditions of the *Agreement* will be interpreted according to the laws of the state of California, USA. Any claims asserted by myself, MAP, MAI or MI Pageant, or any other person, firm, or corporation must be filed in Orange County, California, USA. I hereby agree to this choice of venue and submit to the jurisdiction of the courts situated within the venue.

Section 18 – Miscellaneous:

1. Any waiver of any breach of any provision of this *Agreement* shall not be construed as a continuing waiver of other breaches of the same or other provisions of this *Agreement*. If any part or provision of this *Agreement* is held unenforceable or in conflict with the law of any competent jurisdiction, the validity of the remaining parts or provisions shall not be effected by such holding.
2. The provisions of this *Agreement* shall be deemed to be severable. In the event any provision or portion hereof shall be deemed to be void or invalid, such determination shall not affect the validity or enforceability of the remainder hereof.
3. The headings used on the paragraphs herein are for the convenience of reference only and do not form a part of this *Agreement* and shall not in any way effect the interpretation hereof. No provision in this *Agreement* is to be interpreted for or against any party because that party or its legal representative drafted such provisions.
4. I understand and agree that this *Agreement* and its attachments is a legal document and that if I sign and submit it to MAP it will create legal obligations that will be binding on me. I understand and agree to be bound by this *Agreement* and its attachments. I understand and agree that if at any time between the date of the *Agreement* and the completion of my *Term of Service*, any facts concerning my eligibility to be a National Titleholder should change, MAP shall have the right, in its sole discretion to determine that I am no longer eligible to be a National Titleholder, and I will not receive compensation, awards, nor refunds.
5. This *National Titleholders Agreement* along with the *At-Large Titleholders Agreement and its attached documents* contains the complete *Agreement* between MAP and National Titleholder. Any modifications or additions, whether made prior, contemporaneously or subsequent thereto, shall not be binding upon either of the parties unless set forth in a writing signed by the parties. It is understood and agreed that the parties shall be bound by rules and regulations promulgated and/or amended hereafter by MAP, MAI or MI Pageant.

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On the basis of all these statements and *Agreement* and its attachments, I accept the title of MS. AMERICA “YEAR”, MS. AMERICA INTERNATIONAL “YEAR” OR MS. INTERNATIONAL “YEAR”. I request that MAP accept my application as _____ and enter into my *Term of Service*. Upon acceptance of this agreement with Ms. America® Pageant INC, I agree to comply with all the terms and conditions of this *Agreement*, together with its attachments.

ACCEPTED AND AGREED TO:**ACCEPTED AND AGREED TO:
MS. AMERICA® PAGEANT INC.**_____
National Titleholder Signature_____
Signature of MAP CEO_____
National Titleholder Printed Name_____
Printed Name of Pageant CEO_____
Date Signed_____
Date Signed**ADDRESS OF NATIONAL TITLEHOLDER:**_____
Address_____
City_____
State_____
Zip

PHONE: _____ Cell: _____

E-mail: _____

Title: _____ Year: _____

INITIAL: _____