

Miss Nationwide – Open State Appointed Title Agreement



I, _____, agree to the appointment of the title Miss _____ Nationwide 2017, and to participate in the 2018 Miss Nationwide Competition to be held in 2018 in Omaha, Nebraska.

TERMS AND CONDITIONS

This agreement constitutes the terms and conditions of a binding agreement between the above-named Contestant and the Miss Nationwide Foundation & Pageant and/or its state director.

Section 1: Contestant must be at least 18 years old and no older than 30 by January 1, 2018.

Section 2: Contestant agrees that she has read and agrees to all the rules and regulations pertaining to the Miss Nationwide competition.

Section 3: Contestant stipulates that she was born female, has never married, has never been pregnant, has never given birth, and has never had a marriage annulled.

Section 4: Contestant stipulates that she is of good moral character and has never been convicted of a crime.

Section 5: Contestant agrees that all awards and prizes are subject to change at the sole discretion of the Competition.

Section 6: Contestant agrees that her acceptance to participate in the Miss Nationwide competition, as Miss _____ Nationwide 2017, is a binding agreement between the two parties to follow through on this commitment.

Section 7: Contestant stipulates that she has resided, worked in, or attended school in the state she represents for at least six (6) months prior to being appointed the Open State title. Contestant must also be a United States citizen.

Section 8: Contestant agrees to and understands that any cash awards for the winner of Miss Nationwide will be distributed to her at the end of reign. Any cash awards won by the runners up will be distributed within ten days after the National pageant.

Section 9: Contestant understands that her transportation to the National pageant is her own responsibility if she is competing as an Open State Appointed Title contestant.

Section 10: Contestant agrees to and understands that she is responsible for all hotel room rate rental incurred before, during and after the National competition.

Section 11: Contestant agrees to bring the following to the National competition:

- A. One floor length competition *Evening Gown*.
- B. One *Interview outfit* (suit or dress) for her personal interview with the judges.
- C. One outfit of choice for the *Personal Expression (Runway Couture) competition*.
- D. One *On-Stage Platform Statement and Question outfit* (can be your Personal Interview Outfit)
- E. *Casual clothing* for rehearsals.
- F. *Outfit of choice* for orientation.
- G. *Opening Number outfit*, specifics and cost to be conveyed to Contestant prior to National competition.

H. *State Costume* for Costume Competition.

I. Optional floor length *Evening Gown* for possible “*off night*” competition.

J. Official Crown and Sash.

K. Expense money to cover incidentals and any “on own” meals during her stay at the competition.

L. All clothing and articles for daily use.

Section 12: Contestant stipulates and agrees that the Miss Nationwide Foundation & Pageant will pay for the following items on behalf of the Contestant:

A. Official Nationwide State Crown (after receipt of Contestant Fees).

B. Official State Sash embroidered with title (after receipt of Contestant Fees).

D. Designated meals during National competition.

E. Adult chaperones to supervise the contestants.

Section 13: Contestant agrees:

A. To furnish a professional headshot (Crown/Sash: with and without) and paperwork for pageant production needs.

B. Upon approval to have a Public Figure Facebook Page created under your Nationwide title/year and to help maintain said Page during your reign.

C. To not incur any debts on behalf of the Miss Nationwide Foundation & Pageant.

D. To sell a minimum of one-full page advertisement (\$175) in the National competition program book.

E. To observe all deadlines regarding program book ad page fees, photos, paperwork, and agrees that failure to meet designated deadlines can, at the option of Miss Nationwide Foundation & Pageant, void you as a participant with no refund.

F. Miss Nationwide Foundation & Pageant, its sponsors and directors have the exclusive rights to use photographs or film of contestant for publicity, advertising, and related purposes without compensating the contestant. All photos and paperwork submitted to Miss Nationwide Foundation & Pageant become the property of the pageant and are not returned.

Section 14: Contestant agrees that if she wins the title of Miss Nationwide, she will travel to the subsequent year’s competition to appear, and crown her successor.

Section 15: Contestant agrees to cooperate with competition staff, choreographer, producer, and officials of the Foundation & Pageant.

Section 16: Contestant understands that the starting of malicious rumors and/or poor behavior are grounds for immediate dismissal from the competition with no refunds.

Section 17: Contestant understands that the Miss Nationwide Foundation & Pageant is not responsible for debts incurred by her family and friends that accompany her to the competition and they will not receive any special treatment at any of the competition functions.

Section 18: Contestant understands that rehearsals are closed to family members and the general public. Friends and family members must plan their activities accordingly while at National competition.

Section 19: Contestant agrees that she has never posed for any photos that would be deemed inappropriate or compromising, nor that there are inappropriate or compromising photos in existence which could surface in public or private.

Section 20: Contestant agrees that immoral behavior, determined at the discretion of the Miss Nationwide Foundation & Pageant shall result in immediate disqualification, loss and return of all prizes awarded, potential legal fees and forfeiture of the title.

Section 21: Contestant understands and agrees that all fees paid to the Miss Nationwide Foundation & Pageant are non-refundable under all circumstances. Fees will be forfeited should the selected Contestant be unable to compete and funds collected up to that point will be forfeited by the Contestant. There are NO exceptions to this policy except the situation stated in Section 44.

Section 22: Contestant understands she may compete only once at the National competition whether she is crowned at the National competition.

Section 23: Contestant understands that any false information she provides on any applications and/or form(s), or any violation of terms and conditions set forth, will disqualify her from the competition and NO refund will be granted.

Section 24: Contestant understands that she is required to adhere to the competition schedule at all times. There are no exceptions to this rule. Failure to be at required place/require time will result in administrative point deduction and/or disqualification.

Section 25: Contestant understands she may withdraw from the competition at any time, however will not be entitled to a refund either in full or in part.

Section 26: Contestant agrees to all judging procedures set forth by the Miss Nationwide Foundation & Pageant.

Section 27: Contestant understands that she is required to submit a copy of her birth certificate and proof of residency of the state she is to represent with this signed contract.

Section 28: Contestant understands that if she is selected as Miss _____ Nationwide, she may make personal appearances representing her title. However, she must do so only at events that would be deemed appropriate and honorable, and only with prior approval and/or consultation with the State Director and/or National Director.

Section 29: Contestant agrees that Miss Nationwide Foundation & Pageant has the exclusive right to changes, which may involve scheduling and format.

Section 30: Contestant and her family understand that the Miss Nationwide Foundation & Pageant is not responsible for official photographs and videography of the pageant. The official photographer and videographer are independent contractors and all inquiries regarding video and photographs must be directed to the respective parties.

Section 31: Contestant and family understand that videoing or photographing the contestants and pageant production is prohibited. All photography and videography will be done by our official photographer and videographer only. Excessive flashing and camera lighting can be very distracting to contestants on stage, judges and members of the audience.

Section 32: Contestant understands that parents, other family members, and friends must behave in a positive manner at all times during the competition.

Section 33: Contestant and her family understand that friends and family members are prohibited from passing out business cards or other competition-related literature without the consent of the Miss Nationwide Foundation & Pageant.

Section 34: Contestant understands that no parent, sibling, other family member, or friend may enter the backstage or dressing area at any time. This will be cause for immediate disqualification.

Section 35: *(ONLY APPLIES IF COMPETITION IS HOSTED IN SAME BUILDING AS HOTEL)* Contestant understands that once she checks into the pageant she cannot leave the hotel for any reason until the competition event has concluded unless accompanied by a competition official.

Section 36: Contestant understands that name, photos, and likeness may be used in all future competition advertising promotional materials and website.

Section 37: Contestant understands that if she wins the title of Miss Nationwide, she will not be permitted to enter any other pageant or competition during her reign.

Section 38: Contestant understands that she cannot hold any local, state, or national pageant title in another system upon signing of this contract; prior to, and during the National competition. Contestant agrees that all responsibilities with her appointed title end at 11:59 pm, 30 days after the crowning at the National competition. Special circumstances may be discussed with the National Office on a case by case basis.

Section 39: Contestant agrees that she must be responsible for her own possessions while at the competition. The Miss Nationwide Foundation & Pageant's staff are not responsible for any lost or stolen items.

Section 40: The Miss Nationwide Foundation & Pageant has a zero-tolerance policy regarding illegal behavior including, but not limited to: underage alcohol use, use of illicit drugs, misdemeanor or felony convictions. These infractions will result in immediate disqualification with no refund.

Section 41: The Miss Nationwide Foundation & Pageant has a zero-tolerance policy regarding bullying. This includes negative, malicious, demeaning comments made toward other contestants, Foundation & Pageant staff, officials and others in related positions. Any infraction will result in immediate disqualification with no refund.

Section 42: Contestant understands that her entry fee aids in defraying the cost of the competition production and meals for contestants only. If contestant requires special meals due to health reasons, dietary restrictions or preferences, she will be entirely responsible financially for those meals. Designated meals are pre-determined for contestants. *All efforts will be made to accommodate contestant's special requests.*

Section 43: Contestant understands that she may solicit sponsorship to assist in paying for the entry fee, travel costs, and hotel accommodations associated with competing at the National competition. Contestants should always strive to be respectful to potential sponsors, local businesses and their establishments. If conducting a fundraiser, always seek permission first from the business owners.

Section 44: Contestant understands that if the National competition is cancelled for any reason, she will receive a full refund of any monies paid. *This is the only situation where refunds will be granted.*

Section 45: Contestant understands that if she is selected Miss Nationwide, she will be expected to make at least sixteen (16) significant appearances during her reign (2 per month) and should seek out opportunities for interviews and other exposures. The National Office will assist in arranging appearances, but Miss Nationwide should be an ambitious young woman who markets herself and the competition effectively. Use of social media by Miss Nationwide is heavily encouraged. A Public Figure Facebook Page will be created for ANY Nationwide title (appointed or won – local, regional or state).

Section 46: Contestant agrees that if she is selected Miss Nationwide, to remain in regular communication with the National Office. She agrees to reply to any email or voicemail within forty-eight (48) hours. She will provide photographs, videos, and/or blog posts to the National Office when requested or appropriate, such as after an appearance.

Section 47: AWARDS PACKAGE: Contestants understand that the awards package could be subject to change and that she should regularly check the website (missnationwide.com) for updates to the prize package. Miss Nationwide Foundation & Pageant will strive to accumulate the best possible prize package for the winner, but Contestant understands that some prizes are stated in "good faith" from an agreement with a sponsor. The Miss Nationwide Foundation & Pageant is not responsible for sponsors who do not follow through with their stated prizes.

Section 48: Open State Appointed Title contestants agree to pay the National Pageant Sponsorship fee of \$350, due in full no later than January 1, 2018 or at a date to be conveyed to contestant by National Office.

Section 49: Contestant understands the scoring at all Nationwide competitions will be as such:

- Private Interview (30%)
- Platform Statement & Presentation (30%)
- Evening Wear (15%)
- Personal Style & Expression (15%)
- Onstage Question (10%)

Each contestant will compete in every phase of competition during preliminary nights with the scoring percentages above. If a separate final's night of competition is required, the Top 10 contestants with the highest scores will be called into the Top 10. Preliminary scores will then be erased and judging will be as follows:

- Personal Style & Expression (25%)
- On Stage Platform Question (25%)
- Evening Gown (25%)

After the Top 10 compete in the above, the contestants with the five highest scores will be called into the Top 5. Each Top 5 finalist will answer an onstage question. The question, as well as the judges' overall impression, will be the remaining 25% of the contestant's final. The contestant with the highest overall score on final's night will be named Miss Nationwide.

AGREEMENT TERMINATION: Miss Nationwide Foundation & Pageant may terminate the whole or any part of this Agreement, by written notice of default to *Contestant*, in any one of the following circumstances: (a) if *Contestant* fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by *Miss Nationwide Foundation & Pageant*; (b) if *Contestant* so fails to make progress as to endanger performance of this Agreement in accordance with its terms; (c) if *Contestant* fails to comply with any of the material terms and conditions of this Agreement.

SEVERABILITY CLAUSE: If any Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect.

I hereby release the Miss Nationwide Foundation & Pageant, its directors and staff from all liability of every nature associated with participating in the Miss Nationwide competition. Further, I agree that in the event of illness or injury, I will be totally responsible for any and all costs pertaining thereto, including physician's fees, hospital and emergency care, and costs for any and all medications. I release the Miss Nationwide Foundation & Pageant, its directors and staff from all liability in the event I should sustain any accident or injury during my pageant stay or in my travels to and from the pageant. I have read and understood all terms and conditions laid out in this contract and agree to all the provisions set out herein. I acknowledge this is a binding contract between the Miss Nationwide Foundation & Pageant and myself, the Contestant.

Contestant's Name: _____

Contestants Signature: _____

Age as of January 1, 2018: _____ Birthdate: _____ City and State of Birth: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone Number: _____ Alt. Phone Number: _____

Please return this contract to our office by **January 1, 2018**, along with a copy of your birth certificate AND proof of residency in the state you are competing in.

OFFICE USE

___ Signed Agreement ___ Birth Certificate ___ Proof of Residency ___ Approved

___ \$275 Crown/Sash Fee Paid: ___ Crown Ordered ___ Sash Ordered ___ \$55 Crown Box (Optional)

___ National Sponsorship Fee Paid - \$350 ___ \$100 Deposit / ___ \$250 Balance

___ Opening Number Outfit Paid ___ Headshots received ___ Program Ad Page received w/ payment

___ FB Page created