

UNITED STATES OF AMERICA PAGEANTS

THIS AGREEMENT is made and entered into upon execution, between UNITED STATES OF AMERICA PAGEANTS, by Miss United States of America, LLC, Nevada, its principal office at 5200 Sequin Drive, Las Vegas, Nevada 89130 ("we," "us" or "Offeror") and the entity ("you" or "Offeree") set forth in the attached agreement.

1 The Term

The term ("Term") of this Agreement will begin on the date we sign this Agreement and will expire on the day following the 2025 UNITED STATES OF AMERICA PAGEANTS® or until you crown your successor if a preliminary pageant exists in your state, unless this Agreement is terminated sooner in accordance with its provisions.

The term ("Term") of this Agreement will survive if you are crowned the 2025 National Titleholder and will expire when you crown your successor at the 2026 UNITED STATES OF AMERICA PAGEANTS® unless this Agreement is terminated sooner in accordance with its provisions.

2 The Proprietary Marks

We own or are licensed to use certain trademarks, service marks and trade names and related emblems, designs, labels, signs and symbols appearing on or used in connection with the title being granted to you (together, "marks"); various copyrighted materials; and, other intellectual property. These marks, copyrighted material and other intellectual property are associated with the operation of authorized representation of local, state and national titles, and they constitute an integral part of the United States of America Pageants. We continue to develop, use and control the use of the Proprietary Marks to identify for the public the titles within our system, source of the competitions, programs and events conducted under the Proprietary Marks, the services and products marketed under the Proprietary Marks and to represent the high standard of quality associated with these titles, competitions, programs, events, services and products.

We grant you, and you accept, permission to use and display the Proprietary Marks, solely in connection with the representation of your title within our pageant system as a brand ambassador, subject to the terms and provisions of this Agreement and all related agreements.

2.1 You agree that the Proprietary Marks are our exclusive property. You assert no claim to or ownership of the Proprietary Marks by virtue of your licensed use of the Proprietary Marks. You agree not to apply for or obtain any trademark or service mark registration of any of the licensed Proprietary Marks or any confusingly similar Marks now or in the future. You agree to use the Proprietary Marks only for the uses and in the manner licensed under this Agreement. You agree that you will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Proprietary Marks.

UNITED STATES OF AMERICA PAGEANTS

- 2.2 You will be responsible for the protection of the Proprietary Marks, tradenames, logos, and other intellectual property.
- 2.3 You will be responsible for properly voicing the name of the Pageant system and your title both verbally and in writing. The Pageant System is **UNITED STATES OF AMERICA PAGEANTS®** Your title is **UNITED STATES OF AMERICA'S (Division) (State, City, County or Suburb)™**. The ONLY abbreviation you may use is USOA (Division), (State, City, County, or Suburb).
- 2.4 You will not compromise the integrity of your title or the United States of America Pageants® branding whether it be written or orally and will ensure that you or your sponsors, friends, family, or press will not use any of the following misrepresentations or abbreviations in any advertisements, social media posts, correspondence, etc.
 - a) Miss United States of America
 - b) Miss United States
 - c) Miss USA
 - d) US of A
 - e) US of America
 - f) (Division) (State, City, County, or Suburb) United States of America
 - g) ANY other abbreviations!
- 2.5 You understand and agree that you do not have the authority to grant permission for any third parties including but not limited to your sponsors, press, businesses, etc. to use the Proprietary Marks, tradenames, logos or any other intellectual property without the express written consent of the UNITED STATES OF AMERICA PAGEANTS® National office.
- 2.6 You understand and agree that you are not authorized to create or apply for any of the following but not limited to social media accounts, email addresses, domain names, websites, business entities, or trademarks using the UNITED STATES OF AMERICA PAGEANTS® Proprietary Marks, intellectual property, or tradenames.
- 2.7 You agree to not use or alter UNITED STATES OF AMERICA PAGEANTS® logo or any other intellectual property in any way without express written consent UNITED STATES OF AMERICA PAGEANTS® National office.
- 2.8 You agree that any graphics created in promotion of your title using the UNITED STATES OF AMERICA PAGEANTS® Proprietary Marks, intellectual property, or tradenames must be submitted for approval to the UNITED STATES OF AMERICA PAGEANTS® National office.

3 Eligibility

- 3.1 You agree that you are a United States Citizen, have been granted Permanent Residency by the United States, or are married to a United States Citizen.
- 3.2 You agree that you are natural born female.
- 3.3 You agree that you physically live, work, or attend school in the state that you are competing in. (Exemption given to At-Large titles)

UNITED STATES OF AMERICA PAGEANTS

3.4 You agree to serve as an ambassador, you are required to be in a sound mental and physical condition that supports the effective execution of your duties.

3.5 You agree that on 1/1/2025 you meet the following requirements.

Teen- Between 13-17 years of age, never married, is not pregnant and has never given birth.

Miss- Between 18-28 years of age, currently unmarried, is not pregnant has never given birth.

Ms.-29+, currently unmarried, with or without children

Mrs.- 18+, currently married, with or without children.

3.6 You understand that if, at any time between the date of contract execution and the completion of the competition, any facts concerning your eligibility to participate in the competition should change, including, without limitation, citizenship, marital or parental status, good character and reputation or, if relevant to eligibility, residence, employment or educational status, the UNITED STATES OF AMERICA PAGEANTS® shall have the right, in its sole discretion, to determine if you are or are not eligible to participate in the competition.

3.7 You are required to ensure that if you become aware of any physical or mental conditions that could potentially be detrimental to your health and/or the wellbeing of others while you are acting as our ambassador, you must promptly seek evaluation and treatment by a medical professional/physician. United States of America Pageants reserves the right to demand that you obtain such treatment and provide a medical release, confirming that you are cleared to perform your duties and/or participate in the national pageant without any restrictions. Failure to comply with this requirement will result in the revocation of your participation and forfeiture of title.

4 Morals and Ethics

4.1 You agree to be of good moral character and have not been involved at any time in any act of moral turpitude or behavior that is, or could be, perceived by the UNITED STATES OF AMERICA PAGEANTS® as contrary to the mission of the organization.

4.2 You agree to have not in the past and will not in the future appear in print, video, or any digital media nude or in any garments that maybe perceived as highly suggestive or sexual in nature.

4.3 You agree to have never been convicted of any criminal offense and there are no criminal charges or criminal investigations of any sort presently pending against you. You understand that you may make an appeal to UNITED STATES OF AMERICA PAGEANTS® if criminal offenses/charges for which you have been convicted are considered minor or petty offenses in your state or another state. The appeal must be presented to UNITED STATES OF AMERICA PAGEANTS® National office.

UNITED STATES OF AMERICA PAGEANTS

- 4.4 You agree not to take part in any illegal activities or unlawful actions during your Year of Service. If you are charged with a crime or become incarcerated during your Year of Service, your title will have been deemed revoked fifteen minutes prior to the incident.
- 4.5 You agree that you do not use or consume any illegal or controlled substances other than those obtained pursuant to a valid prescription and taken according to the directions of a licensed health care professional. You agree that you do not abuse the use of alcohol, prescriptive drugs or other dangerous substances.
- 4.6 You agree that any misconduct or misrepresentation of yourself, the pageant staff, or your fellow titleholders, through any form, be it oral, written and/or by your actions will be grounds for forfeiture of your title without question.
- 4.7 You agree that your conduct, as well as the conduct of your friends and/or family members, must adhere to the highest standards of professionalism and respect. Any words, actions, or behaviors deemed rude, inappropriate, or offensive towards sponsors, staff members, fellow contestants, or employees of the venue may be considered grounds for immediate forfeiture or revocation of your title. This includes, but is not limited to, inappropriate remarks, disruptive behavior, or any actions that undermine the integrity and reputation of the event. It is your responsibility to ensure that all associated individuals maintain a respectful and courteous demeanor at all times.
- 4.8 You agree that any act of physical assault towards another contestant, staff member, sponsor or any other person is strictly prohibited. Physical assault is defined as any unwanted touching or contact that is intended to cause harm or intimidation. Should you engage in such behavior, your title will be immediately revoked, and the incident will be reported to the appropriate authorities in the jurisdiction where the incident took place.
- 4.9 You acknowledge and agree that any claims you make, whether in the capacity of a contestant or titleholder, are subject to verification by the Pageant at any time. You are required to provide prompt and accurate verification of such claims upon request. Failure to provide satisfactory verification may result in the forfeiture of your title.
- 4.10 You agree to sign any disciplinary action documentation as required by the UNITED STATES OF AMERICA PAGEANTS® National Office within 48 hours of receipt. Until such documents are signed, your participation in any events, activities, or functions associated with the Pageant will be suspended. Failure to sign and return the required documentation within the specified timeframe will result in the automatic revocation of your title.

5 Social Media and Public Relations

- 5.1 You agree not to participate in any interview, photo session, press contact, or publicity of any kind unless a member of the pageant staff is present or has approved your participation. All finished work must be submitted to the UNITED STATES OF AMERICA PAGEANTS® National office within 24 hours upon completion and the

UNITED STATES OF AMERICA PAGEANTS

- director reserves the right to approve such materials before publication and to use such work at their discretion.
- 5.2 You agree to respond to emails and phone calls from the UNITED STATES OF AMERICA PAGEANTS® National office and staff in a timely manner. Failure to do so could result in being omitted from events, publicity or press related to your title.
- 5.3 As our ambassador, you give your consent and permission granting UNITED STATES OF AMERICA PAGEANTS® the authority to monitor and regulate the content of your personal social media accounts including but not limited to Facebook, Twitter, Instagram, Snapchat, LinkedIn, personal website(s) or any other public forum.
- 5.4 You agree (or, if under 18, your legal guardian agrees) to accept friend requests, follows, and other connection requests from National Staff members, including but not limited to the National Director. Additionally, you agree not to block or restrict access to the National Director on any of your social media accounts.
- 5.5 In the event that your title is forfeited, revoked, or upon the completion of your contract, you agree not to unfriend or block the National Director on any of your social media accounts for a minimum period of two years. This stipulation is specifically designed to ensure your continued compliance with the confidentiality agreement and to prevent any potential breach or negative commentary about UNITED STATES OF AMERICA PAGEANTS®. Adhering to this requirement is crucial for upholding the terms of the confidentiality agreement and protecting the organization's reputation.
- 5.6 You agree that you will not post content on any social media platform or forums listed above, as determined by UNITED STATES OF AMERICA PAGEANTS® in its sole discretion, that:
- a. is pornographic, sexually explicit, or suggestive, or contains profanity or nudity.
 - b. is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group.
 - c. promotes alcohol, illegal drugs, tobacco, marijuana (or the use of any of the foregoing)
 - d. promotes any activities that may appear unsafe or dangerous.
 - e. is obscene or offensive or endorses any form of hate or hate group.
 - f. defames, misrepresents, or contains disparaging remarks about other people or entities.
 - g. communicates messages or images inconsistent with the positive images and/or good will with which UNITED STATES OF AMERICA PAGEANTS® wishes to associate.
 - h. violates any law.
- 5.7 You acknowledge and agree that, throughout the term of this agreement, you will be granted access to an official Facebook page and an official Instagram account, which are and will remain the exclusive property of UNITED STATES OF AMERICA PAGEANTS® (applicable to State and National titleholders only). This access is

UNITED STATES OF AMERICA PAGEANTS

- provided for the purpose of fulfilling your duties and promoting the organization's interests. You understand that any use of these accounts must adhere to the guidelines and policies established by UNITED STATES OF AMERICA PAGEANTS® and must be conducted in a manner consistent with the organization's values and objectives.
- 5.8 You agree and acknowledge that the terms of section 5.3 of this agreement also apply to the official accounts provided to you by UNITED STATES OF AMERICA PAGEANTS®.
 - 5.9 You agree that UNITED STATES OF AMERICA PAGEANTS®, its directors and staff retain the right to monitor and manage the content including but not limited to the account information, posts, and correspondences contained in these accounts.
 - 5.10 You agree not to modify any settings of the accounts to which you are granted access, including but not limited to, names, passwords, and any information related to account recovery. Additionally, you shall not link these accounts to any personal account centers or personal profiles. This policy is in place to ensure the integrity and security of the accounts and to prevent unauthorized access or changes.
 - 5.11 You agree to respond to any correspondence made through said accounts within 48 hours, and forward correspondences when appropriate to the Local, State or National office.
 - 5.12 You agree that you will make weekly posts on all provided official social media accounts with pictures showcasing your appearances and life as our ambassador.
 - 5.13 You understand and agree that official pageant social media accounts are to be used exclusively to document your reign. Under NO circumstances will you use these platforms to sell personal belongings or promote businesses, products or services unless granted express written consent by UNITED STATES OF AMERICA PAGEANTS® National office.
 - 5.14 You agree to fulfill the role of a brand ambassador for any partners/sponsors associated with the Local, State, and/or National pageants. This responsibility includes making posts and promoting these partners/sponsors on your social media platforms. Additionally, you agree to use any and all hashtags specified by the Local, State, and/or National pageants to ensure consistent and effective promotion.
 - 5.15 You agree that any messaging platform or group chat involving three or more titleholders must be monitored by one or more designated Contestant Coordinators, who will be included in the group. This oversight is to ensure that communication remains professional and in compliance with the standards set by the organization.
 - 5.16 You agree not to use any social media accounts to confront, harass, or bully other contestants. Any such behavior is strictly prohibited. Additionally, you acknowledge that any disputes or conflicts between contestants must be addressed through mediation by the National Office. The National Office will serve as the sole mediator to resolve any issues, ensuring a fair and respectful process.
 - 5.17 You agree that you, your family, or affiliates will not post disparaging remarks about UNITED STATES OF AMERICA PAGEANTS® or any of its staff, sponsors or affiliates, expressed directly or implied ambiguously before, during or after the

UNITED STATES OF AMERICA PAGEANTS

Local, State and/or National Pageant on blog boards, chat boards, social media or any other public forums. You understand that in doing so, you may be subject to litigation and your card on file will be charged a \$1000.00 fine.

- 5.18 You agree that if you, your family or affiliates violate section 5.17 whether directly, or implied ambiguously that you will be prohibited from competing or attending any UNITED STATES OF AMERICA PAGEANTS® local, state, and national events indefinitely.

6 Appearances

- 6.1 You agree to make yourself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and other and various commitments and events related to your Year of Service that the UNITED STATES OF AMERICA PAGEANTS® has made and will make for you in its sole discretion.
- 6.2 You agree that it is your obligation to schedule and attend a minimum of one public appearance or event per month throughout the duration of your term as titleholder. This commitment includes, but is not limited to, community engagements, philanthropic work, and promotional activities. You are responsible for coordinating these appearances in advance, ensuring they align with the organization's values and mission, and fulfilling any preparatory requirements associated with these events. It is essential to maintain accurate records of your appearances and report them as required by the organization to demonstrate compliance with this obligation.
- 6.3 You agree to notify UNITED STATES OF AMERICA PAGEANTS® of any planned appearances as our ambassador at least 48 hours prior to the event. All such events are subject to approval by the National Office. UNITED STATES OF AMERICA PAGEANTS® reserves the right to approve or decline any appearance at its sole discretion, with or without cause.
- 6.4 You agree that you shall not incur any debts or financial obligations on behalf of UNITED STATES OF AMERICA PAGEANTS® in relation to your duties and responsibilities as our ambassador. Specifically, you will be entirely responsible for all costs and expenses associated with your appearances and participation in events during your Year of Service. This includes, but is not limited to, expenses for travel, lodging, meals, and any other incidental costs that arise in connection with your role. UNITED STATES OF AMERICA PAGEANTS® will not be liable for, nor will it reimburse, any such expenses. You acknowledge that you will bear full financial responsibility for these expenses and will not seek compensation or reimbursement from UNITED STATES OF AMERICA PAGEANTS® for any costs incurred.
- 6.5 You agree that if you commit to attend an event that your attendance is mandatory. You agree to be punctual and stay through the entire duration of all scheduled appearances or events as our ambassador.

UNITED STATES OF AMERICA PAGEANTS

- 6.6 You agree that if you cannot make it to an event due to illness, you will notify UNITED STATES OF AMERICA PAGEANTS® and the event organization's contact person no less than 8 hours prior to your scheduled call time.
- 6.7 You agree not to gamble, smoke or consume alcohol while wearing your crown and/or sash or while representing the UNITED STATES OF AMERICA PAGEANTS® in any capacity.
- 6.8 You agree to conduct yourself with dignity, grace and good manners whenever you are wearing your crown and/or sash or while representing the UNITED STATES OF AMERICA PAGEANTS® in any capacity.
- 6.9 You agree to be fully engaged and actively participate in all events and appearances while representing UNITED STATES OF AMERICA PAGEANTS®. During such events, you will maintain a professional demeanor and limit the use of your cellphone to circumstances where it is necessary for documenting your appearance, such as using the camera for taking photos. You will refrain from personal or non-essential use of your cellphone during these events to ensure your full attention and engagement in your role as an ambassador. This policy is designed to uphold the professionalism and focus expected of representatives of UNITED STATES OF AMERICA PAGEANTS®.
- 6.10 You agree that you will not accept any form of compensation for appearances that are conducted on behalf of or benefit non-profit organizations. This includes, but is not limited to, monetary payments, gifts, or other forms of remuneration. All such appearances should be undertaken solely to support the non-profit cause and in alignment with your role as an ambassador for UNITED STATES OF AMERICA PAGEANTS®.
- 6.11 You agree that accepting compensation for any appearance as our ambassador must be approved through the National Office.
 - 6.11.1 You agree to adhere to our paid booking procedures prescribed by us.
 - 6.11.2 You agree that payments for appearances will be made directly to the National Office
 - 6.11.3 You acknowledge that UNITED STATES OF AMERICA PAGEANTS® will receive a 20% commission on any compensation received for your appearances.
 - 6.11.4 You agree to be responsible for all processing fees associated with the payment of compensation.
 - 6.11.5 You agree to submit a W-9 form for tax purposes within six months of the appearance. Failure to submit the W-9 form within this timeframe will result in the forfeiture of any payments due to you.
- 6.12 You agree to comply with our dress code regulation standards while appearing as our ambassador.
 - a. Sash and Crown must always be clean and presentable. You agree to treat your crown and sash with the utmost respect and will not deface or alter it in any way. Furthermore, only one pin is to be worn on your sash at any time and may only be worn at the hip above the year. You agree to be

UNITED STATES OF AMERICA PAGEANTS

personally responsible for purchasing a replacement should your sash or crown become defaced, torn, dingy or deemed inappropriate by UNITED STATES OF AMERICA PAGEANTS®

- b. You are prohibited from appearing in person or on social media using an alternate crown or sash.
- c. Hair must be groomed, presentable, and appropriate for the event.
- d. Hair must be in the natural color spectrum, colors such as but not limited to pink, green, blue, or purple are not permitted.
- e. Make-up must be fresh, tasteful, and appropriate for the event.
- f. Fingernails and toenails must be well manicured and free from any chipped polish.
- g. All clothing must be clean and pressed.
- h. Shoes must be clean and appropriate for the event.
- i. If wearing dresses, shorts, or rompers, the length must not be shorter than five inches from your inseam.
- j. Shirts, blouses and tops must provide ample coverage and be free from showcasing an excessive amount of cleavage, being see-through, or exposing the navel.
- k. If appropriate to wear pants or jeans to an event, they must be free from any rips or tears.
- l. No more than two piercings maybe worn in the earlobes, nasal piercings are limited to a single small stud and all other facial piercings are prohibited.

You agree that under no circumstances shall any male individual be allowed to wear or be photographed with any of our intellectual property, including but not limited to sashes, crowns, or branded apparel. Furthermore, you agree that no female individual over the age of 12 shall be permitted to wear or be photographed with our intellectual property. This policy is established to protect the integrity and exclusive use of our brand assets.

7 Content Restrictions

- 7.1 You agree not to use our social media accounts, program, or platform to promote or further any messages inconsistent with our values, message, or ideals.
- 7.2 You agree not to use our social media accounts, program, or platform to promote or further any political, social, or economic issues, groups, or ideas.
- 7.3 You agree not to use our social media accounts, program, or platform to promote or further any political party or candidates.
- 7.4 You agree that any platform that you choose to promote must be submitted for approval to the National Office. You further agree to submit approval request using the provided approval form in the delegate login page.
- 7.5 You agree that UNITED STATES OF AMERICA PAGEANTS® reserves the right to grant approval or deny your platform request at its sole discretion with or without cause.

UNITED STATES OF AMERICA PAGEANTS

- 7.6 You agree not to assume our position or speak on the behalf of UNITED STATES OF AMERICA PAGEANTS® regarding any political, social, or economic issues, groups, or ideas.
- 7.7 You agree that all content, including but not limited to social media posts, public statements, and any form of media related to the United States of America Pageants, must align with and uphold the core values and messaging of the Pageant. Specifically, content must not contradict, undermine, or be inconsistent with the Pageant's definition of womanhood, which is inclusive of the understanding that being a woman means being a natural-born female.

8 Covenant Not to Compete

- 8.1 During the term of this agreement, you agree not to engage in any business activities, including but not limited to partnerships, endorsements, or ventures, that directly or indirectly compete with UNITED STATES OF AMERICA PAGEANTS® without obtaining prior written consent from UNITED STATES OF AMERICA PAGEANTS®. The determination to grant or deny such consent shall be at the sole discretion of the National Office. You acknowledge that any business activities found to be in competition with UNITED STATES OF AMERICA PAGEANTS® without the required approval may result in immediate action, including potential revocation of your title or other contractual remedies.
- 8.2 You affirm and warrant that, as of the date of this agreement, you are not bound by any existing contract or holding any title with another pageant system or organization. This includes, but is not limited to, any contractual obligations or titles with competing pageant systems that may create a conflict of interest or overlap with your participation in UNITED STATES OF AMERICA PAGEANTS®.
- 8.3 You agree that, during the term of this agreement, you will not participate in, compete in, or be associated with any other pageant competitions, including but not limited to, local, state, national, or international pageant systems. This restriction applies to any pageant or similar competitive event that may conflict with or detract from your commitment to UNITED STATES OF AMERICA PAGEANTS®. You acknowledge that engaging in such activities before the completion of the term of this agreement will result in forfeiture or revocation of your title.
- 8.4 You agree not to use our official social media accounts to post or promote other pageant systems, this includes but is not limited to pictures of you as a former queen for another system.
- 8.5 You agree if your title is revoked or forfeited for any reason, you shall be prohibited from participating in any other pageant, competition, or similar event, whether local, regional, national, or international, for a period of six (6) months from the date of the revocation or forfeiture of your title. This restriction applies to all pageants, competitions, or events with similar objectives, including but not limited to those that are organized by different entities or under different names. You acknowledge that

UNITED STATES OF AMERICA PAGEANTS

this non-compete clause is reasonable and necessary to protect the interests of the pageant organization and agree to abide by this clause.

9 Non-Disclosure & Confidentiality

9.1 You agree that you will never (during the Term of this Agreement, or at any time after this Agreement expires or terminates) divulge or use any Confidential Information in an attempt to tarnish or impugn the reputation of the UNITED STATES OF AMERICA PAGEANTS® or for the benefit of any other person, corporation, partnership, proprietorship, association, or other entity, nor will you directly or indirectly permit the disclosure of, imitate, or aid any such third party to imitate any of the Confidential Information however conveyed (orally, in writing, electronically, via social media conversation or by any other means)

"Confidential Information" includes (without limitation) all information which we, our Affiliates, or their officers, contractors, employees and/or designees, designate as confidential.

- i. All information which we, our Affiliates, or their officers, contractors, employees and/or designees, designate as confidential.
- ii. knowledge, trade secrets, know-how or techniques concerning the systems of operation, services, products, programs, contestants, titleholders, sponsors, judges, spectators or practices of the UNITED STATES OF AMERICA PAGEANTS®
- iii. the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement.
- iv. all other non-public information provided by UNITED STATES OF AMERICA PAGEANTS®.

9.2 You agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or any material containing all or part of the Confidential Information. You may never store it in a computer, data base or other electronic format and you may not make it available to any third party.

9.3 You agree to maintain strict confidentiality regarding all business proceedings, discussions, and communications between yourself and UNITED STATES OF AMERICA PAGEANTS®. This obligation includes, but is not limited to, any negotiations, agreements, strategic plans, and proprietary information related to UNITED STATES OF AMERICA PAGEANTS®. You shall not disclose, share, or discuss any such information with third parties, including but not limited to, other pageant contestants, media representatives, or any other individuals or entities, without prior written consent from UNITED STATES OF AMERICA PAGEANTS®. Any unauthorized disclosure or discussion of confidential information may result in disciplinary action, including revocation of your title and legal remedies.

10 Photography

UNITED STATES OF AMERICA PAGEANTS

- 10.1 You give your consent and permission for UNITED STATES OF AMERICA PAGEANTS® to use your name, image, and/or performance (both audio and visual) for our use in any manner as deemed by us, for perpetuity and throughout the world, without limitation.
- 10.2 You agree that all photographic, video and audio recordings and or images made of your likeness in association with your title and during the performance of UNITED STATES OF AMERICA PAGEANTS® (and the preparation thereof) shall also be released.
- 10.3 You grant the right exclusively to UNITED STATES OF AMERICA PAGEANTS® to publish, reproduce, exhibit, broadcast, televise, copyright, post on web sites, assign and use in any manner whatsoever (including its use for advertising and promotional needs) without further written/verbal consent or payment.
- 10.4 You agree to waive any right to approve finished photography or any copy that might be used in conjunction with finished photograph/product.
- 10.5 You agree to forever release and discharge UNITED STATES OF AMERICA PAGEANTS®, its Directors, employees, licensees, agents, successors and/or assigns, from any claims, actions, damages whatsoever by reason of any such use.
- 10.6 You will not engage in any professional photoshoot using our Proprietary Marks, tradenames, logos, or intellectual property without prior written consent and permission by UNITED STATES OF AMERICA PAGEANTS®. You further agree to ensure that any photographer capturing your likeness while wearing our sash and/or crown executes our contractual Photo Release Agreement. You also agree to provide finished work to the Local, State, and/or National office for approval prior to posting any photographic material pertaining to our brand.

11 Advertising & Marketing Release

- 11.1 You hereby release UNITED STATES OF AMERICA PAGEANTS®, its staff, and any agent working for/with the Pageant(s), from any liability from any omission, typographic error, reproduction quality or printing error that may occur in relation to ad pages or sponsor listing(s) that will appear in the official Local, State and/or National Program Book and other print or media listing.
- 11.2 You agree to provide and submit all advertising materials by the deadline set forth by the Local, State and/or National Pageant. You further understand that failure, for whatever reason, will result in your advertisement(s) or sponsor listing(s) being omitted from the Official Local, State and/or National Pageant Program Book.
- 11.3 You agree that all advertisement(s) be camera ready and meet the specifications prescribed by the Local, State, and/or National Pageant. Should you fail to provide the correct format, it will be at the discretion of UNITED STATES OF AMERICA PAGEANTS®, as to the design and layout of any advertisement(s) using the materials that you provided.
- 11.4 You agree that UNITED STATES OF AMERICA PAGEANTS® may share your contact information with our partners and affiliates for the purpose of marketing

UNITED STATES OF AMERICA PAGEANTS

services, promotions, and relevant offers. By providing your consent, you acknowledge that you may receive communications from these partners and affiliates related to their services and promotions.

12 Indemnification

- 12.1 You and your respective heirs, successors, assigns, and personal representatives, hereby forever release, acquit, discharge, covenant not to sue, and agree to indemnify and hold harmless for any and all purposes UNITED STATES OF AMERICA PAGEANTS® and its trustees, officers, employees, agents, and volunteers in official and individual capacities (“Releases”) from any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney’s fees, that result from, arise out of, or are related to:
- a. Titleholder’s participation in the Pageant, travel to or from the Program, or Participant’s presence on premises owned, leased, or operated by Releases, **INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES.**
 - b. the administration of prescription or over-the-counter medication to Participant, and/or the failure to administer prescription or over-the-counter medication to Participant, **INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES;** or
 - c. medical treatment of Participant, any decision whether to seek medical treatment for Participant, and/or traveling to or from a medical care facility, **INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES,** even if a Releases has signed medical documentation promising to pay for the treatment due to my inability to sign the documentation.
- 12.2 You agree to indemnify and hold harmless, UNITED STATES OF AMERICA PAGEANTS® its officers, agents and employees from any and all liability, claims, costs, suits, causes of actions, judgments or damages, including attorneys’ fees, arising in association with and participation in our Local, State, and/or National Pageant.
- 12.3 You agree to take full responsibility for any losses, damages, claims or debts incurred or made by yourself or any member of your party, in connection with your participation in UNITED STATES OF AMERICA PAGEANTS®. These include, but are not limited to, the non-refundable entry fee, cost of wardrobe, cost of travel, any additional out-of-pocket expenses, and any and all personal property brought to the pageant and/or pageant-related events.

UNITED STATES OF AMERICA PAGEANTS

12.4 You promise never to begin or join in any legal action or proceeding or arbitration, or register a complaint with any governmental entity, directly or indirectly contending otherwise or in any way complaining of the obligations of the contractual agreement.

13 Participation at the Pageant

- 13.1 You agree to promptly notify the national office of any changes to your mailing address, email, or phone number during your reign, providing your updated contact information.
- 13.2 You agree that your participation at the Local, State, and/or National Pageant is mandatory. You agree to attend the Competition and be on-time and be a fully engaged participant for all required meetings and events.
- 13.3 You agree to be respectful of physical property as a representative of the pageant. Any destruction caused, even inadvertent, will be replaced at your expense.
- 13.4 You agree that the rules of any venue will be honored by you and your guests.
- 13.5 You agree to disclose any personal relationships you may have with members of the judging panel. Failure to disclose such relationships may result in immediate disqualification. Additionally, UNITED STATES OF AMERICA PAGEANTS® reserves the exclusive right to determine whether any reported or undisclosed relationships present a conflict of interest. If a relationship is found to create a conflict of interest, you agree to accept an evaluation and score from an alternate judge as a substitution for the conflicted judge.
- 13.6 You agree that all judges' decisions are final. Furthermore, you agree not to contact, communicate, or fraternize with the judges prior, during, or after the pageant.
- 13.7 You agree that UNITED STATES OF AMERICA PAGEANTS® is not under obligation to provide your placement or scores to you.
- 13.8 You agree that the wardrobe sizes provided are based on the information you, the contestant, supplied. Additionally, you acknowledge that UNITED STATES OF AMERICA PAGEANTS® is not obligated to exchange or adjust any wardrobe items that do not meet your satisfaction. It is your responsibility to ensure that the size and fit information you provide is accurate and complete.
- 13.9 You agree not to contact any official vendors, sponsors, or affiliates of UNITED STATES OF AMERICA PAGEANTS® directly regarding issues related to prizes or provided items. All inquiries or concerns must be directed through the local, state, or national office, unless you have been granted explicit written permission to communicate with these parties directly.
- 13.10 You agree that if you select the option to share accommodations with another contestant at the national pageant, you are required to stay in the room provided and to be a cooperative and respectful roommate. Any failure to fulfill this commitment may result in a \$200.00 fine.
- 13.11 You agree that if you choose the option to share accommodations with another contestant at the national pageant, you are responsible for ensuring that only

UNITED STATES OF AMERICA PAGEANTS

- authorized contestants occupy the shared room. Unauthorized individuals, including but not limited to friends, family members, or other non-contestants, are strictly prohibited from using the room. If you violate this policy by allowing any unauthorized person to stay in the room, your card on file will be charged for the full cost of the accommodation, and you will incur an additional fine of \$250.00
- 13.12 You agree that failure to participate in the Local, State, and/or National Pageant as required will result in the immediate forfeiture of your title. In such an event, you are obligated to promptly return your sash, crown, and any other associated materials or assets to the organization. This policy ensures that the title is held by an individual who meets all participation requirements and upholds the standards of the pageant.
- 13.13 You agree that you are responsible for obtaining any items not explicitly provided by the Local, State, and/or National Pageant. The Pageant will only supply items and services detailed in the delegate handbook that are covered by the entry fees. Any additional items or services not disclosed in the handbook or covered by the fees are your responsibility to procure.
- 13.14 You agree to adhere to all rules and protocols for national submissions, including but not limited to all required payments, documents, or anything else requested by the UNITED STATES OF AMERICA PAGEANTS® by set deadlines. All submissions must be made by the specified deadlines, failure to comply with these rules and protocols may result in omission, dismissal, or disqualification from the competition and revocation of your title.
- 13.15 You agree that any required payment, document, or other materials requested by UNITED STATES OF AMERICA PAGEANTS® that are submitted after the designated deadline will incur a late fee of \$150.00 per occurrence. Additionally, you acknowledge that UNITED STATES OF AMERICA PAGEANTS® is under no obligation to accept any late payments, documents, or materials, nor to grant extensions beyond the specified deadlines.
- 13.16 You agree that a fee of \$1.00 per occurrence will be charged to the card on file for each instance in which a judge's bio is submitted without the required 3-hole punch format. This fee is intended to cover administrative costs associated with processing improperly formatted documents. It is your responsibility to ensure that all submissions meet the specified formatting requirements to avoid additional charges.
- 13.17 You agree to submit your competition wardrobe to the National Office no later than four weeks prior to the National Competition. UNITED STATES OF AMERICA PAGEANTS® reserves the exclusive right to approve or reject your competition wardrobe at its sole discretion.
- 13.18 You acknowledge that participation in the People's Choice Competition is optional and will not impact your overall score in the competition.
- 13.19 You agree that UNITED STATES OF AMERICA PAGEANTS® is not required to disclose the identities of individuals who voted for you or the total number of votes you received in the People's Choice Competition.
- 13.20 You agree that a "portion" of the proceeds raised through the People's choice voting will benefit the winner's charity of choice and it is at the sole discretion of

UNITED STATES OF AMERICA PAGEANTS

- UNITED STATES OF AMERICA PAGEANTS® what percentage of funds raised are donated, what the portion consists of and how the money is distributed.
- 13.21 You agree that if you agree that if named the People's choice winner your recipient selection must be a registered 501c3 and approved by the UNITED STATES OF AMERICA PAGEANTS®. Furthermore, you agree that UNITED STATES OF AMERICA PAGEANTS® reserves the right to grant approval or deny your charity of choice at its sole discretion with or without cause. In the case of a denial, you will be given the opportunity to submit an alternate selection in which UNITED STATES OF AMERICA PAGEANTS® agrees with.
- 13.22 You agree that UNITED STATES OF AMERICA PAGEANTS® reserves the right to donate funds raised through People's Choice to an undisclosed charity of its choice.
- 13.23 You agree that any serious contract violation made by you that does not result in your dismissal that poses to be a potential liability, impugns, or tarnishes our reputation may result in disclosure of said violation to the judge's panel. Furthermore, you agree that it is at the sole discretion of UNITED STATES OF AMERICA PAGEANTS® what constitutes a serious contract violation.
- 13.24 You agree that no one is allowed backstage other than contestants and authorized UNITED STATES OF AMERICA PAGEANTS® staff. Furthermore, you agree that if you permit a male friend, family member, sponsor, or affiliate backstage you will be immediately disqualified from competition.
- 13.25 You agree that photography, videography, and live video conferencing are strictly prohibited in the backstage dressing areas. Any violation of this policy will result in immediate disqualification from the competition.
- 13.26 You agree if you are a crowned titleholder from an official preliminary competition, in the event of an "Act of God" prevents you from participating at the National Pageant, with proper documentation you may retain your title. Furthermore, you agree that UNITED STATES OF AMERICA PAGEANTS® reserves the right to substitute a runner-up or a selected interim representative to take your place at the national competition.

14 Payments to Us

- 14.1 You agree to make any payment due to us (fees and payment schedule outlined in the delegate packet) under this Agreement. Every payment due to us shall be tendered in the fashion and using the means we specify from time to time, in our Standards or otherwise (including, for example, electronic funds transfer or other wire transfer).
- 14.2 You agree that all payments are non-refundable and non-transferable.
- 14.3 You agree that all payments are due in full by set deadlines.
- 14.4 You agree that any payments not received by the designated due date will incur an initial late fee of \$150.00. Additionally, if the outstanding balance remains unpaid, a weekly late fee of \$50.00 will be applied until the total amount due is paid in full. It

UNITED STATES OF AMERICA PAGEANTS

is your responsibility to ensure that payments are made promptly to avoid incurring these additional fees.

- 14.5 You agree that section 14.4 does not obligate the UNITED STATES OF AMERICA PAGEANTS® to accept any payments after they are due, or a commitment by us to grant you a time extension.
- 14.6 You agree that if you withdraw your candidacy less than 90 days before the Local, State, and/or National Pageant, you will incur an abandonment fee. Specifically, At-Large titleholders will be subject to a \$350.00 abandonment fee, while crowned contestants forfeiting their title from an official preliminary pageant will be subject to a \$1,000.00 abandonment fee. This fee, regardless of your account balance, will be charged to your card on file immediately upon your resignation.
- 14.7 You agree not to withhold payment of any amount due to us or our Affiliates on the grounds of the alleged nonperformance or breach of any of our obligations under this Agreement or any related agreement.
- 14.8 You agree to complete and return a credit card authorization form which will immediately be charged a non-refundable \$5.00 handling fee in order to verify its authenticity. You understand and agree that this card will be charged for any fines incurred for violation of contract whereas stated or outlined in the agreement and for any outstanding balance should the payment be 15 days or more past due.
- 14.9 You agree to provide your SSN to UNITED STATES OF AMERICA PAGEANTS® to be used to collect outstanding contractual debts should your credit card on file decline, in which case you understand that you will be sent to collections after 30 days of non-payment.
- 14.10 You agree that failure to pay any amounts due under this Agreement in a timely manner will constitute a material breach of this Agreement. If such breach is not remedied, it may result in the revocation of your title. Additionally, UNITED STATES OF AMERICA PAGEANTS® reserves the right to pursue legal action to recover any damages, costs, and expenses incurred, including but not limited to court costs and attorneys' fees.

15 Additional Regulations for National Queens

- 15.1 You understand that if crowned as a National Queen you will be assigned throughout the term of this agreement to an official email address “USOA(Division)@unitedstatesofamericapageants.com” if crowned the National Titleholder that is and will remain the property of UNITED STATES OF AMERICA PAGEANTS®
- 15.2 You agree that UNITED STATES OF AMERICA PAGEANTS®, its directors and staff retain the right to monitor and manage the content including but not limited to the correspondences contained in these accounts.
- 15.3 You agree not to use provided email address to register for any services including but not limited to PayPal, DocuSign, or any other service related or unrelated to promotion of your title.

UNITED STATES OF AMERICA PAGEANTS

- 15.4 You agree to comply with all operational standards and protocols established by the national pageant. This includes, but is not limited to, data entry, maintenance of spreadsheets, and adherence to any additional rules and responsibilities assigned to you as a national titleholder.
- 15.5 You agree to submit a completed W-9 IRS tax form to UNITED STATES OF AMERICA PAGEANTS® in order to receive any monetary prizes. Failure to provide the required W-9 form will result in the forfeiture of all monetary prizes awarded.
- 15.6 You agree that any breach of contract or violation of the terms set forth may result in penalties imposed on any prize money awarded. UNITED STATES OF AMERICA PAGEANTS® reserves the sole discretion to determine and apply these penalties. Deductions and penalties will be assessed based on the severity of the breach and may range from \$100.00 to the complete forfeiture of the prize money. The final decision regarding the amount and application of such penalties rests exclusively with UNITED STATES OF AMERICA PAGEANTS®.

16 Termination

- 16.1 You agree that if you have materially breached this Agreement and we may, at our option, terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by email, certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you)
- 16.2 You agree that, in the event your title is forfeited or revoked for any reason, you will return your sash, crown, and any prizes awarded to you within one week of resignation or receipt of written notice of your dismissal. Failure to comply with this return requirement within the specified time frame will result in a charge of up to \$1,000 to the card on file.
- 16.3 You agree that items returned to us upon your forfeiture or revocation must be returned in good condition. Any damaged items will be immediately charged to the card on file at the retail price of replacing said items.
- 16.4 If you were crowned at an official preliminary state pageant and voluntarily forfeit your title for any reason during or after the UNITED STATES OF AMERICA PAGEANTS® National competition, thereby failing to complete your reign, you agree to immediately reimburse your state director the full cost of your entry to the national pageant, which is \$2,750.00. Additionally, you agree to pay a \$1,000.00 abandonment fee to the national office.
- 16.5 You agree that your failure to abide by the demands of section 16.2, 16.3, and 16.4 will result in further legal action taken against you, including but not limited to recovery of all imposed fines, monetary compensation for unreturned items, damages and all costs and expenses incurred including but not limited to court costs and attorneys' fees.
- 16.6 You agree that your voluntary forfeiture or revocation of your title will disqualify you from participating in UNITED STATES OF AMERICA PAGEANTS® at the

UNITED STATES OF AMERICA PAGEANTS

Local, State and National level for no less than a period of one year and may extend indefinitely at the discretion of UNITED STATES OF AMERICA PAGEANTS® Directors and Staff.

16.7 You agree that UNITED STATES OF AMERICA PAGEANTS® reserves the right to terminate this contract at any time with or without cause.

16.8 You agree that any provision of this Agreement that imposes obligations to be performed after the termination or expiration of this Agreement shall survive such termination or expiration and remain binding upon the parties. This Agreement shall be binding upon and inure to the benefit of the parties, as well as their respective heirs, successors, and assigns.

17 Governing Law

17.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. You agree that this Agreement is intended to be as broad and inclusive as permitted under Nevada law. In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

17.2 You agree to submit to the exclusive venue and personal jurisdiction of the federal courts located in Clark County, State of Nevada, for any action or proceeding arising out of or relating, directly or indirectly, to this agreement. This provision includes, but is not limited to, disputes concerning the enforcement or interpretation of this agreement.

UNITED STATES OF AMERICA PAGEANTS

I, _____, acknowledge that I have carefully read and fully understand the provisions of this Contractual Agreement. To the best of my knowledge, all factual statements made by me in this Agreement are accurate and complete.

I have been provided the opportunity to consult with an attorney of my choosing regarding the terms and implications of this Agreement. I hereby consent to the execution of this Contract and its attachments.

I affirm that I am signing this Agreement voluntarily, without any duress or undue influence, and with full awareness of my obligations under this Agreement.

Name

State Title

Signature

Date

On behalf of the Contestant and as their legal guardian, I agree to the terms and conditions of this Contractual Agreement.

Signature of Parent or Guardian (If under the age of 18)

UNITED STATES OF AMERICA PAGEANTS

Credit Card Authorization Form

By signing this form, you authorize us to charge your credit card for a one-time fee of \$5.00, as well as for any outstanding balances or fines specified in the Agreement above. This authorization is strictly limited to the charges outlined in the Agreement and does not permit any additional, unrelated debits or credits to your account.

Please complete the information below:

I _____ authorize MISS UNITED STATES OF AMERICA LLC DBA **UNITED STATES OF AMERICA PAGEANTS** to charge my credit card

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Account Type: <input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX	<input type="checkbox"/> Discover
Cardholder Name _____			
Account Number _____			
Expiration Date _____			
CVC (3digit code) _____			

You agree to provide your Social Security Number (SSN) to UNITED STATES OF AMERICA PAGEANTS® for the purpose of collecting outstanding contractual debts, should your credit card on file decline. You acknowledge that, in the event of non-payment, UNITED STATES OF AMERICA PAGEANTS® reserves the right to initiate collection proceedings after 30 days from the date of non-payment.

SSN: _____

I hereby authorize the above-named business to charge the credit card specified in this authorization form in accordance with the terms outlined above. This payment authorization applies solely to the goods or services described in this form. I certify that I am an authorized user of the credit card and agree not to dispute the payment with my credit card issuer, provided that the transaction conforms to the terms specified in this form and aligns with my contractual financial obligations with the aforementioned business entity.

SIGNATURE _____

DATE _____