



# MISS MICHIGAN SCHOLARSHIP PAGEANT, INC.

## 2010-2011 License Agreement October 1, 2010 - September 30, 2011

AGREEMENT by and between the Miss Michigan Scholarship Pageant, Inc., a non-profit corporation of the State of Michigan having its principal office at 958E Bowline Road, Muskegon, MI (hereinafter referred to as the "MMSP") and

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(Name of Local License Pageant)

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(Nature of Sponsoring Organization, i.e., corp., unincorp. Assoc, etc.)

(Hereinafter referred to as "Local Pageant" with principal offices at

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(Local License Pageant Address)

- 1. MMSP hereby grants Local pageant the sole exclusive right to conduct a Local Pageant within the City, County/Counties of:**

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(Hereinafter referred to as "Licensed Area") for the selection of a candidate to compete in the state finals of the Miss Michigan Pageant to be held in Muskegon, MI on such dates in June to be announced by MMSP.

- 2. It is mutually understood and agreed that MMSP owns all rights, interests, and proprietorship in and to the names, designations and service marks associated with "Miss Michigan, Miss Michigan Pageant."**

In the event Local Pageant forms or becomes otherwise associated with a corporation or other approved entity for the purpose of delegating at any time during the license period, and uses Miss \_\_\_\_\_ in any part of its name or forms or otherwise associates with such other corporation or approved entity for the purpose of delegating one or more of its responsibilities hereunder (Hereinafter referred to as "Associated Entity") such corporation or Associated Entity shall include within its charter, petition or articles of incorporation.

In the event Local Pageant and/or Associated Entity uses any combination of the names and marks referred to hereinabove as part of its name, in the event Local Pageant is not a separate corporation, it is agreed as a condition precedent to the license granted herein that should MMSP so request, Local Pageant and /or Associated Entity will delete such names or marks from its name within sixty days after receipt of written demand from MMSP to such effect whether said demand is received or after the term hereof. If the name is not deleted after request, then in that event, the MMSP Board of Directors is hereby authorized and empowered by Local Pageant to proceed to have the name and service marks deleted by appropriated procedures with the State of Michigan or other authorized governmental agency and to sign whatever documents are necessary to effect the deletion of the name and service marks or to proceed in equity or law to compel the deletion of same.

**3. MMSP Agrees:**

- a) That it will conduct the State Finals in Muskegon, MI, on or about the dates in June to be announced by MMSP.
- b) That it will accept the winner of the Local Pageant conducted by Local Pageant (hereinafter referred to as "local winner") as a contestant in the State Pageant provided Local Pageant has complied with the terms hereof and with such other rules and regulation as may be promulgated from time to time by MMSP.
- c) To provide all meals and lodging for the local winner while she is in Muskegon, MI during pageant week, from Sunday through 10:00 AM the following Sunday.
- d) To provide the winner of the Miss Michigan Pageant with suitable wardrobe and an all expense paid trip to and from the Miss America Pageant.

**4. Local Pageant Agrees:**

- a) To align with the MMSP License Fiscal Year, execute and return this License Agreement along with Rider A to the state office by **October 1, 2010**. The sum of \$600.00 License fee is due in the state office by October 31, 2010 unless a reasonable extension is requested by the Local Pageant and granted by the State Office. MMSP may consider a violation of this provision ground for revocation of the license.
- b) To sponsor, promote, finance, and conduct a fair and unbiased Local pageant and to select a candidate to compete in the State Finals of the Miss Michigan Pageant in accordance with the terms and conditions set forth herein and the rules and regulation promulgated from time to time by the MMSP.
- c) To certify in writing that the Local winner has been selected in accordance with all of the rules and regulations of the MMSP.
- d) That the Local Pageant acting directly or indirectly, or by representation by third persons, will not conduct or participate in the conduct of any other State or National or International competition similar to the finals of the MMSP or the Miss America Pageant. (hereinafter referred to as "MAO")

- e) Local pageant will not assume obligations or make commitments for or on behalf of MMSP, it being understood that Local Pageants have no right to bind or obligate MMSP or MAO unless authorized in writing to do so.
- f) That Local Pageant shall provide scholarships and shall award such scholarships in accordance with MMSP and/or MAO rules and regulations and shall provide for the clear and unambiguous mention of the scholarship awards which the Local Pageant contestants are eligible to receive in all promotional material distributed in connection with the conduct of the Local Pageants.
- g) That Local Pageant shall deposit all Scholarship Funds in an appropriate, segregated Scholarship Bank Account which is specifically designated on documents filed with the bank and/or brokerage entity, to be paid to your scholarship winners. See attached Rider A.
- h.) That Local Pageant establish scholarship rules and regulations and require competing contestants to read and sign such rules and regulations before competing in Local Pageant competition.
- i.) That if, for any reason, the winner of the Local Pageant is disqualified or released from appearing in the State Finals, the first runner-up selected by the judges may succeed to the Local title and will be sent to the State Finals by the Local Pageant. In such event, MMSP agrees to accept such runner-up as the new Local Winner if certified in accordance with subparagraph (c) above. Similarly, if Local Winner selected by Local Pageant becomes Miss Michigan at the State Finals, Local Pageant, at its discretion will designate its next runner-up as the new Local titleholder and promote the succeeding runners-up. Local Pageant, in connection herewith and regardless of whether the winner of the Local Pageant is disqualified, released or becomes Miss Michigan, does hereby agree to make a decision which shall be announced in advance of the holding of the Local Pageant as to whether or not the runners-up in such instance will succeed to the scholarships and awards of the winner of the Local Pageant.
- j.) To insure that all judges serving the Local Pageant will be instructed to follow the method of judging, as may be revised from time to time, set forth by MAO, and that judges sign and adhere to the Judges Affidavit.
- k.) To conduct the Local Pageant at the same location on consecutive nights on or before February 28, 2011.
- l.) To procure insurance by means of participation in the approved Miss America Organization (MAO) insurance plan, in such limits as MAO shall determine, from time to time.
- m.) To submit to MMSP, within ten days from the execution of this agreement, the name and address of Local Pageant and Local Pageant Director and to notify MMSP in writing, within ten days, of any change in identity of the Chairman of the Board, President, or Executive Director of the Local Pageant.

- n.) To ensure that no Miss contestant at the Local level is charged an entry fee.
- o.) To conduct Local Pageant as a not-for-profit entity so that no person or entity Associated or affiliated with Local Pageant and/or Associated Entity shall make a profit due to such association or affiliation, except that Local Pageant and Associated Entity may reimburse its pageant officers, directors and employees for the actual and reasonable cost of goods and/or services used in connection with Local Pageant and/or Associated Entity and may pay reasonable and necessary salaries for services rendered.
- p.) To abide by MMSP and MAO's policies, as set forth from time to time by MMSP and MAO, prohibiting all forms of sexual harassment toward all participants in the Miss America system specifically including contestants.
- q.) In the event that a license area fails to conduct a Local Pageant, such license area may be assigned by MMSP to the closest licensed Local Pageant that will accept said area.
- r.) That it will not solicit any form of support nor will it accept any contestant from outside its assigned geographic license area.
- s.) That eligible contestants residing in Local Pageant's license area, shall not be denied the right to participate in Local Pageant competition by any means or device.
- t.) Open Pageants may set the number of contestants allowed to participate in their pageant.
- u.) In the event it becomes necessary for Local Pageant to conduct a preliminary judging or screening, the same shall cover all areas of competition to be covered in Local Pageant's final judging. The preliminary panel of judges need not be the same as for the final judging, but shall be qualified and use the Miss America Pageant judging rules and system.

**5. With respect to the selection and qualification of contestants within the licensed area, Local Pageant further agrees as follows:**

- a.) A contestant may compete in any State of the United States if she is a bona fide resident of that State and has been a bona fide resident of the State for a period of six months immediately preceding the date of the Local Pageant and has maintained such residence until the time the State Pageant is held. In order to establish eligibility to compete in the Local Pageant under this residency criteria, a contestant must supply proof of residency consisting of copies of 2 or more of the following:
  - 1.) Current drivers license issued in the State of Michigan or current automobile registration issued in the State of Michigan; or
  - 2.) Current voters registration card or written statement from the applicable State/Local voting registrar of valid current registration in the State of Michigan; or
  - 3.) Current lease in the contestant's name for housing in the State of Michigan; or
  - 4.) Current utility bills in the contestant's name in the State of Michigan; or
  - 5.) Information sufficient to the State/Local Pageant that the contestant is living in the County or City with her parents or legal guardian and attends a college or university out of state; or
  - 6.) Most recent federal income tax return showing the state of competition as the state of residence and the most recent state income tax return filed by resident taxpayers of the state of competition (financial information may be deleted)

The State of Competition has the right to reject information if it feels that the above documentation has not been gathered or provided in good faith.

- b.) A contestant may compete in any State, even though not a resident therein, where she has been a bona fide full time employee for a period of six months immediately preceding the date of Local Pageant and has maintained such employment until the time the State Pageant is held.
- c.)
  - 1.) A contestant may compete in any State, as a student within the State, if she has successfully completed one semester (or two quarters if semesters are not use) as a full time student (minimum 12 credit hours) at a college or university located within the State of Competition and is presently a bona fide registered full time student attending classes at a college or university located within the same State of Competition. Further, no more than six months may have elapsed between the completion of the first semester and the beginning of the second semester as described within this paragraph.
  - 2.) For Closed Local Pageants, a contestant who is a resident of the State of Michigan, and a bona fide registered full time student at a college or university within the boundaries of the Closed Local Pageant, may compete in that Closed Local Pageant whether or not she has been so registered as a student for six months.

- d.) One or more of the requirements set forth in paragraphs (a), (b) and (c) above, must be in existence at the time of the Local Pageant and, if selected, remain in effect through conclusion of the State Finals or National Finals as applicable.
- e.) It is understood by and between the parties hereto that the MMSP will adopt whatever rules and regulations it deems desirable for its state with respect to the geographical location where each contestant may compete in a Local Pageant.
- f.) A contestant is ineligible to compete in another Local Pageant in the same pageant year she has been selected the winner in another Local Pageant and is ineligible to compete in the same Local Pageant where she had previously been selected the winner in the preceding year. An exception would apply to an Open Pageant who stipulates in their local contract that their titleholder is released after the Miss MMSP.
- g.) A contestant shall not have been a previous state finalist who competed in the national finals. However, a contestant who has assumed the title and duties of a state finalist but has never competed in the national finals must allow a lapse of one year, following her year of service, prior to competing again in a Local Pageant where she is eligible.
- h.) A contestant may not compete in a state final unless she has been certified the winner in actual competition in a Local Pageant.
- i.) A contestant must be eligible to make the representations under oath which are set forth in the "Contestants Contract with the Miss Michigan Scholarship Pageant".
- j.) A contestant must be a high school graduate or have successfully completed the GED testing program for high school equivalency by July 30<sup>th</sup>, of the year in which she competes at the Miss Michigan Scholarship Pageant.
- k.) A contestant shall not be less than 17 years of age on the date of the Local Pageant in which she competes nor more than 24 years of age on December 31, 2011.
- l.) A contestant must be a citizen of the United States at any time before the commencement of the Local Pageant.
- m.) A contestant must compete in evening wear, swimsuit, and interview and must display a talent in a 90 second or less presentation.
- n.) A contestant may be either amateur or professional.
- o.) Unless specifically waived in writing by the MMSP or MAO, no contestant in a Local Pageant shall be eligible to compete if she has endorsed or contracted to endorse any product or services competitive to those products or services sold by the state or national pageant, within three months prior to the competition and/or is under such contract for endorsement at the time of the competition or thereafter.

- p.) Local Pageant acknowledges that it is MMSP's policy that the winner of a Local Pageant, will not, during the entire period of her year of service, associate with, in any way, or participate in any way, in the promotion or conduct, or become a contestant or participant, either directly or indirectly, in any other national or international competition of a nature similar to the Miss America Organization competition. This policy includes the participation in any activity which relates in any aspect, either directly or indirectly, including judging, to any other national or international competition of a nature similar to the Miss America Organization competition.
- q.) Each Local Pageant must have a minimum of five (5) competing contestants.
- r.) That every eligible young woman in the State of Michigan, otherwise meeting the requirements of the Miss Michigan/Miss America Pageant Contestant Contract, must be allowed to compete in a local pageant somewhere within the boundaries of the State of Michigan.
- s.) A contestant must have the opportunity to compete in a pageant in her license area first, and then can compete in an Open Pageant in the state.

**6. Local Pageant agrees as follows with respect to the Local Winner:**

- a.) To cause her to enter into the standard Contestant Contract with the MMSP which contains a fully completed and signed fact sheet.
- b.) To submit to MMSP photographs in such amount, size and depiction as MMSP shall require.
- c.) To furnish Local Winner with production costume(s) to wear in the state finals subject to the production wardrobe requirements announced by MMSP.
- d.) To provide transportation to and from Muskegon for Local Winner, ensuring her arrival in Muskegon no later than the time and date determined by MMSP.
- e.) If Local Winner becomes Miss Michigan, all contracts between her and the Local Pageant shall immediately become null and void and each party thereto shall be relieved of all further obligations thereunder.

**7. General Provisions:**

- a.) It is understood and agreed by and between the parties hereto that this license shall automatically expire on September 30, 2011. In the event MMSP fails to renew Local Pageant license, MMSP shall send written notice to that effect to Local Pageant Organization on or before September 30, 2011. The Local Pageant Organization shall have ten days after receipt of such written notice to respond thereto either in writing or, at its option, in the form of a hearing before the Miss Michigan Board. It is understood and agreed that if the Local Pageant exercises

their right to a hearing then any decisions(s) of the Miss Michigan Board to cancel or renew the license made after the hearing, shall be final and binding. It is further understood and agreed that commencing immediately upon MMSP's notification to Local Pageant Organization of MMSP's non-renewal of Local Pageant Organization's license, Local Pageant Organization shall immediately cease and desist holding itself out as an Official License of MMSP and shall be prohibited from utilizing any stationery, business cards, signs, banners and other materials, if any, which utilize the name or mark of Local Pageant Organization and/or State Pageant Organization and/or Miss America Pageant Organization. Nor shall Local Pageant Organization continue to conduct Local Pageant, oversee Local Pageant, oversee its Scholarship Bank Account, as set forth in Paragraph 7(i) or in any way assume the duties or obligation of an official Local Organization after termination, notwithstanding whether Local Pageant had exercised its right to respond to the non-renewal, unless specifically waived in writing by MMSP.

- b.) This license may not be terminated by either party during the license period without good cause and only then by sending written notice to the other party no less than thirty days before the anticipated termination date setting forth in detail the reasons for the decision to terminate this license agreement.
- c.) This license does not include the right and Local Pageant agrees that it shall not have the right to authorize or permit the Local Finals to be televised locally, regionally, or nationally without the prior approval of MMSP and MAO. Permission to televise any Local Pageant, shall, at all times be at the sole discretion of MMSP and MAO and, if such permission is granted, any such television production shall conform to the norms and standards promulgated from time to time by the MMSP and MAO.
- d.) This contract may not be assigned by Local Pageant to any person or persons, nor can Local Pageant delegate to any other person or persons the rights and privileges herein granted or the responsibilities hereby undertaken.
- e.) No person shall serve as a judge in any Local Pageant who has or intends to provide for profit or otherwise any product or service directly or indirectly to or for any potential or actual contestant in any Local Pageant.
- f.) It is hereby understood and agreed that MMSP reserves the right at any time to change, amend, or eliminate any rules or policy including, but not limited to, the rules set forth in this agreement, pertaining to production requirements, administrative procedures and/or rules and policy which MMSP determines to be reasonably necessary for the general welfare of MMSP and the Local Pageant.
- g.) The terms and conditions of this license agreement are necessary in order to give every contestant throughout the state of Michigan an equal opportunity to compete for the title of Miss Michigan and the parties hereto recognize and agree the Local Pageant and the MMSP are two independent organizations and that no agency, partnership, or joint venture relationship is created by the provisions of this license agreement.

- h.) Local Pageant does hereby agree to indemnify and completely save harmless MMSP and MAO as the result of any obligation or liability imposed upon MMSP or MAO arising out of any transactions or occurrence not authorized in writing by the MMSP or MAO.
- i.) Local Pageant and/or Associated Entity shall deposit all scholarship funds in an appropriate, segregated Scholarship Bank account which is specifically designated on documents filed with the bank and/or brokerage entity to be paid over to a successor licensee, should there be one, or if none to MMSP, unless specifically waived in writing by MMSP and Local Pageant Organization, a copy of which documents shall be sent to the MMSP in the form attached hereto as Rider "A".
- j.) Waiver or failure of enforcement of any provision hereof on any occasion shall not be deemed to constitute a waiver of enforcement of said provision in the future. This license agreement constitutes the entire agreement between the parties and it cannot be changed or altered except by a writing signed by both parties. It is recognized that a similar agreement is being entered into between MMSP and other Local Pageants and in order to ensure a uniform and consistent interpretation hereof, the parties agree that this contract shall be construed under and in accordance with the laws of the state of Michigan.
- k.) In the event of termination of the license of Local Pageant, Local Organization and Associated Entity shall comply with the provisions of Paragraph 7 (a) as applicable and shall turn over Local Pageant, Local Organization and Associated Entity's Scholarship Bank Account (including scholarship funds raised in the name of Miss Local and scholarship funds designated as payable) other funds and assets (including, but not limited to, sets, props, office equipment, stationery, etc.) after the payment of all debts previously contracted for and occurred in good faith (or, if such debts have not become mature, Local Pageant, Local Organization, and Associated Entity shall transfer such other funds and assets and debts, to the limit of the funds and assets transferred only), to a successor licensee, if there should be one, or if none, to MMSP.
- l.) Local Pageant, as applicable, represent and warrant to MMSP and to the contestants competing in Local Pageant that it or they have or will have at the time of the award, sufficient funds with which to pay all scholarships granted and will maintain funds sufficient to pay all scholarships which have been previously granted and which are still considered to be due and payable. Local Pageant acknowledges and agrees that such representation and warranty is a material inducement to the making of this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS/ATTEST  
(By Secretary, If Incorporated)

\_\_\_\_\_ Pageant  
**Local Licensed Pageant**

\_\_\_\_\_  
**Secretary of Local Pageant**

\_\_\_\_\_  
**Local Executive Director**

WITNESS/ATTEST  
(By Secretary, If Incorporated)

ASSOCIATED ENTITY (If Any)

\_\_\_\_\_  
**Secretary of Local Pageant**

By: \_\_\_\_\_  
**President or Executive Director**

ATTEST:

\_\_\_\_\_  
**Executive Director of Miss Michigan  
Scholarship Pageant Inc.**

Date \_\_\_\_\_

# Rider "A"

The Miss Michigan Scholarship Pageant Inc., is a non-profit organization with offices at 958E Bowline Road, Muskegon, Michigan. The Miss Michigan Scholarship Pageant Inc., grants geographically determined license areas to organizations in the State in order that it may conduct Local Pageants preliminary to the State Finals of the Miss Michigan Pageant in such State. The duly authorized licensee is: \_\_\_\_\_ and its Associated Entity is \_\_\_\_\_.

The Miss Michigan Scholarship Pageant Inc., requires that each Local Pageant maintain a separate bank or brokerage account for all funds collected for the purpose of the grant of scholarships to contestants. Each Local Pageant and/or Associated Entity agrees that these scholarship funds, including interest and reserves will be transferred to any successor licensee, or in the absence of a successor licensee, to the Miss Michigan Scholarship Pageant, Inc., in the event that Local Pageant's licensee is terminated for any reason.

Miss \_\_\_\_\_ Pageant

By: \_\_\_\_\_ (Signature)

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_

The Scholarship account for the Miss \_\_\_\_\_

**Pageant is currently maintained**

**at** \_\_\_\_\_

(Name of Bank/Brokerage)

Address: \_\_\_\_\_

Account #: \_\_\_\_\_

The General account for the Miss \_\_\_\_\_

Pageant is currently maintained at \_\_\_\_\_

(Name of Bank/Brokerage)

Address: \_\_\_\_\_

Account #: \_\_\_\_\_

To execute your license with the Miss Michigan Scholarship Pageant Inc.,  
complete Rider A along with the enclosed License Agreement  
and return to the state office by October 1, 2010

## Rider "B"

The Miss Michigan Scholarship Pageant Inc., is a non-profit organization with offices at 958E Bowline Road, Muskegon, Michigan. The Miss Michigan Scholarship Pageant Inc., grants geographically determined license areas to organizations in the State in order that it may conduct Local Pageants preliminary to the State Finals of the Miss Michigan Pageant in such State. The duly

authorized licensee is: \_\_\_\_\_ and its Associated

Entity is \_\_\_\_\_.

The Miss Michigan Scholarship Pageant Inc., requires that each Local Pageant report the amount(s) of scholarships granted to each contestant(s).

Miss \_\_\_\_\_ Pageant

By: \_\_\_\_\_ (Signature)

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_

**The total scholarship amount awarded for the current year will be: \$** \_\_\_\_\_

The total scholarship amount listed above is further described in the following categories:

Miss:	\$ _____
1 <sup>st</sup> Runner-Up	\$ _____
2 <sup>nd</sup> Runner-Up	\$ _____
3 <sup>rd</sup> Runner-Up	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

To execute your license with the Miss Michigan Scholarship Pageant Inc., complete Rider B along with the enclosed License Agreement and return to the state office by October 1, 2010

## Rider "C"

The Miss Michigan Scholarship Pageant Inc., is a non-profit organization with offices at 958E Bowline Road, Muskegon, Michigan. The Miss Michigan Scholarship Pageant Inc., grants geographically determined license areas to organizations in the State in order that it may conduct Local Pageants preliminary to the State Finals of the Miss Michigan Pageant in such State. The duly

authorized licensee is: \_\_\_\_\_ and its Associated

Entity is \_\_\_\_\_.

The Miss Michigan Scholarship Pageant Inc., requires that each Local Pageant collects \$100 in donations per contestant for The Children's Miracle Network (CMN) and an additional \$250 in donations for CMN to compete at the Miss Michigan Scholarship Pageant.

Miss \_\_\_\_\_ Pageant

By: \_\_\_\_\_ (Signature)

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_

To help each Local Pageant reach those goals, contact our state liaison Marcia Loader [cmn@missmichigan.org] for information and tools to track each contestant's progress.

To execute your license with the Miss Michigan Scholarship Pageant Inc., complete Rider B along with the enclosed License Agreement and return to the state office by October 1, 2010