



# NATIONAL EXTRAORDINARY Miss

## 2019 NEM State Titleholder Contract

Titleholder NAME: \_\_\_\_\_

Titleholder State Title: \_\_\_\_\_

Congratulations! National Extraordinary Miss is eager to welcome you as an official State Titleholder for the 2019-2020 pageant season! Please take the time to read over the State titleholder contract, sign it, and return it to your state or national office!

### **Highlights:**

Delegates that have received a State title, whether appointed or won, are required attend the National Pageant in June of 2020. Failure to attend the National Pageant can result in a fine up to \$250 being billed to the delegate or parent/guardian if under the age of 18.

Delegates are required to attend their state pageant if a live pageant is being held to crown their successor for the following pageant year.

### **Section 1: Contractual and Other Obligations**

**1.1. Other Competitions.** I will continue to hold the title given to me as the Titleholder until my successor is selected or appointed. I agree that, during my reign with that title and until after the scheduled completion of the full term of the position for which I was selected, I will not become a judge for any other preliminary, regional, state, or national competition without the approval from my national director.

**1.2 Use of Titles, Words, and Logos.** As the titleholder, I shall not use, nor allow another party to use the National Extraordinary Miss' titles, words, or logos without permission from my national or state director. At the conclusion of my reign I understand that I will no longer be granted permission for the use of the National Extraordinary Miss' titles, words, or logos.

### **Section 2: Commitments for Reign as a State Titleholder**

**2.1 Reign as a Titleholder.** I will serve as the titleholder for one year or until my successor is selected or appointed. The duties and obligations have been explained to me and I understand and accept them. I agree that I will dedicate my time and energy during my reign to fulfill these duties and obligations, and that I will not engage in other organizations or activities that will in any way interfere with the duties and obligations of my reign.

**2.2 Availability for Appearances and Events.** I agree to make myself available for personal appearances, interviews, filming, photographic, and recording sessions, and other commitments and events related to my reign that National Extraordinary Miss has organized for me in its sole discretion. I also agree to take the time to find my own appearances during my reign, that I will have approved by either my state or national director before attending.

**2.2.1** I understand and agree that at the conclusion of my reign I shall return to crown my successor.

**2.2.2** I understand and agree that during appearances my cell phone usage will be limited to emergencies only.

**2.3 Number of Appearances.** I understand and agree that National Extraordinary Miss has made and makes no representations to me as to the number or nature of the appearances that I may be asked to make scheduled by the organization. However, I am required to make on appearance a month on behalf of the organization whether scheduled by myself or the organization.

**2.4 Attire for Appearances.** I understand and agree that I am to make any and all appearances wearing the official colors of National Extraordinary Miss. These colors include Purple, White, and Silver. I understand and agree that I am expected to dress appropriately.

**2.5 National Platform Appearance.** I understand and agree that I am expected to hold one event during my reign to represent the National Platform. My event should either raise funds, or sleepers that would be donated directly to Avery's Angels Gastroschisis Foundation. I understand and agree that my event should also be used to raise awareness about Gastroschisis and if I have any questions on the defect, I should ask questions to the National Director or research the Avery's Angels website. I understand and agree for this appearance I should wear green and request that attendees wear green as well.

**2.6 Appearances after Reign.** After the conclusion of my reign, I will not wear the crown and/or sash given to me as the titleholder, nor appear as the current titleholder for the purposes of advertising or endorsing any product, person, cause, or service.

**2.7 Platform and Biography.** I understand that forty-eight (48) hours after receiving one of National Extraordinary Miss' titles that I am to turn in my chosen platform and biography to the national office. I understand and agree that failure to choose a platform can result in the loss of title.

### **Section 3: Legal Obligations and Agreements**

**3.1 Unauthorized Use of Title.** I acknowledge and agree that the title that I presently hold; "National Extraordinary Miss \_\_\_\_\_" and the name and designation "National Extraordinary Miss" are the trademarks and property of the National Extraordinary Miss Organization, LLC. I agree never to use or to authorize anyone else to use these words, titles, or any similar or related phrases, without the written approval from the national director.

**3.2 Authorization of Publication.** I authorize the use of my name, photographs, endorsement rights, and my titles by the state or national office. I will abide by any agreement between the state or national office and such persons, or organizations regarding my reign and services for advertising and promotional uses.

**3.3 Permanent Ownership of Rights.** I understand and agree that all photographs, films, or other recordings made of me, whether “still” or “live”, during my reign are the sole property of National Extraordinary Miss, LLC.

**3.4 Scholarship.** I understand and agree that if chosen for a scholarship from National Extraordinary Miss the scholarship awarded is to go only to endeavors that further my education. If I have already completed my education after high school, I understand and agree that the scholarship award will be at the discretion of the national director.

**3.4.1** I understand and agree that upon evidence of scholarship funds being used inappropriately that I (or a legal parent or guardian) will be responsible for the reimbursement of the scholarship awarded entirely to the national director. I also understand and agree that inappropriate use of the scholarship award could result in possible loss of title.

## **Section 4 Representation**

**4.1 Illegal Substances.** I understand and agree that I do not and shall 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.

**4.1.2** I understand and agree that I do not and shall not abuse the use of alcohol, prescriptive drugs, or other dangerous and/or illegal substances.

**4.2 Profanity.** I understand and agree that I will not make statements containing inappropriate or profane language. In addition, I agree not to make racist or vulgar comments or statements.

**4.3 Pictures.** I understand and agree that I will not take and/or post photos of myself dressed inappropriately, drinking alcoholic beverages, or making inappropriate gestures.

**4.4 Social Media.** I understand and agree that I am expected to maintain a presence in the social media world. I agree that I will only post positive and encouraging posts on behalf of my reign, title, and the National Extraordinary Miss organization and its affiliates.

## **Section 5 Termination of Titleholder**

**5.1** I understand and agree that my title may be revoked at any point during my reign if:

**5.1.1** any of the representations or statements made by me in this contract or any of its attachments is determined to be false;

**5.1.2** there is a change of circumstances that would affect my eligibility to participate fully and complete my year of reign;

**5.1.3** I fail to conduct myself in a manner which is deemed acceptable by the national office;

**5.1.4** I fail to abide by the rules set forth by the national office and listed in the terms of this contact; then

The National Director, shall have the right, in her sole and exclusive judgement, to determine that I am no longer eligible to participate or continue to participate in the reign for my title. IN that event, all titles, awards, and perquisites of my title shall be terminated and forfeited.

NEM prides itself in being a zero-tolerance organization for bullying on or off stage. If a delegate exhibits a behavior that is deemed inappropriate, involved in any type of scandal, expelled from school, commits a crime, or is at odds with any stipulation mentioned in this agreement she will be terminated immediately without any refunds or items owed to her or her family. Delegates that are under the age of 18 and are accompanied by a parent, guardian, or chaperone will be terminated immediately if that person is involved in bullying, alcohol consumption, drug consumption, or negative behavior while at community events, NEM affiliated events, or while representing NEM.

In conclusion of this contract, I understand and agree to the terms listed above. With my signature I understand that I have entered into a contract with the National Extraordinary Miss, LLC voluntarily. I agree to hold harmless the National Extraordinary Miss committee and any of its representatives in case of an accident or theft during my competition or reign. Myself or my parent(s) and/or guardian(s) will provide any/and/all medical expenses incurred by myself or others during my reign. I understand that National Extraordinary Miss, LLC reserves the right to alter any of the forgoing rules and responsibility at any time they deem necessary. By accepting a local, state, or national title with National Extraordinary Mussy you are agreeing to the terms listed above regardless of signature below.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X

Printed Name of Titleholder

X

Signature of Titleholder

**Signature of Parent or Legal Guardian**

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

Parent or Guardian

I, the undersigned parent or guardian of \_\_\_\_\_, who is the Titleholder named in this Contract, of qualified age and according to law, upon my oath depose and say:

1. I have read, and I understand the provisions of this contract and its attachments. To the best of my knowledge, information and belief, all the factual statements made in this contract by the titleholder are true.
2. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this contract.
3. I consent to the execution of this contract by the Titleholder.
4. On behalf of the Titleholder, I agree to the terms and conditions of this contract and its attachments.
5. I shall not authorize any person, firm, or corporation to use the name, photograph, picture, likeness, or any present or future title of the titleholder in connection with any endorsement or advertisement of any commercial product for or on behalf of the titleholder other than in accordance with the terms and conditions of this contract and its attachments.

I do hereby swear that the statements made in this Application and Contract and its attachments are true.

**Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature of Parent or Guardian**