

# UNITED STATES OF AMERICA PAGEANTS

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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, unless this Agreement is terminated sooner in accordance with its provisions.

## 2 Morals and Ethics

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 You agree that any misconduct or misrepresentation of yourself, the pageant staff, or titleholders, through any form, be it oral, written and/or by your actions will be grounds for dismissal without question.
- 2.5 As a volunteer serving in the capacity as an official judge, 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.
- 2.6 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.

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- 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.

## **3 Eligibility**

- 3.1 You agree that you are not related through blood, by marriage, through business or have close personal relationships with any contestant or the contestants' families. You further agree to disclose any relationships and agree that UNITED STATES OF AMERICA PAGEANTS in its sole discretion will determine whether a conflict of interest exists. If such a conflict exists, you agree that your score for any contestant may be substituted with the score assigned by our judges' coordinator.

## **4 Responsibilities**

- 4.1 You agree not to permit geography, race, religion, age, political beliefs or choice of platform of a contestant to interfere with your objective application of the judging and scoring criteria.
- 4.2 You agree to perform your duties in a dignified and professional manner which is appropriate and sensitive to the feelings and impressions of the women who are participating.
- 4.3 You agree that all contestants will receive a fair, objective and unbiased opportunity to compete. You further agree to be decisive, impartial, and consistent.
- 4.4 You agree to NEVER accept money, payments, or gifts from potential delegates or collect fees on behalf of the UNITED STATES OF AMERICA PAGEANTS
- 4.5 You agree not to allow, under any circumstances, any person to exert or try to exert any influence upon you in your capacity as a judge. If anyone should attempt to influence you, as part of your fiduciary responsibility, you agree to immediately disclose such attempted influence the UNITED STATES OF AMERICA PAGEANTS.
- 4.6 You agree to maintain the confidentiality of the information entrusted or known by you by virtue of your position as a judge regardless of the source of the information (i.e., contestants, pageant personnel or any other person).

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- 4.7 You agree to maintain confidentiality of contestants' information and scores and will not discuss, give feedback, or impart your opinion about contestants to anyone including the contestants themselves.
- 4.8 You agree to be a fully engaged participant. At no time during scored or live events will you engage in any activity that distracts from your obligations including but not limited to chatting with fellow judges or using your electronic device for personal reasons.
- 4.9 You agree at no time prior, during, or after the completion of the National Pageant to contact any of our contestants or staff to market, promote, or recruit for any other competing pageant systems.
- 4.10 You agree at no time prior, during, or after the completion of the National Pageant to fraternize with the contestants.

## 5 Content Restrictions

- 5.1 You agree not to use our program or platform to promote or further any messages inconsistent with our values, message, or ideals.
- 5.2 You agree not to use our program or platform to promote or further any political, social or economic issues, groups or ideas.
- 5.3 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.
- 5.4 You agree not to use our program or platform to promote or further any personal opinions regarding any political, social, or economic issues, groups or ideas.
- 5.5 You agree that your failure to abide by the demands listed above will result in legal action taken against you, including but not limited to recovery of monetary compensation, damages and all costs and expenses incurred including but not limited to court costs and attorneys' fees.

## 6 Proprietary Marks

- 6.1 You will be responsible for the protection of the Proprietary Marks, tradenames, logos, and other intellectual property.
- 6.2 You will be responsible for properly voicing the name of the Pageant system and the titles both verbally and in writing. The Pageant System is **UNITED STATES OF AMERICA PAGEANTS®** The titles are **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).
- 6.3 You will not compromise the integrity of the United States of America Pageants® branding whether it be written or orally and will ensure that you 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

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- 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!

6.4 You understand and agree that you do not have the authority to grant permission for any third parties including but not limited to contestants, 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.

## 7 Non-Disclosure & Confidentiality

7.1 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®.

7.2 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, database or other electronic format and you may not make it available to any third party.

7.3 You agree to keep all Confidential Information strictly confidential by using a reasonable degree of care, and not disclose any Confidential Information received to any third parties.

7.4 You agree not discuss the business proceedings between yourself and the UNITED STATES OF AMERICA PAGEANTS® with any third parties.

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## 8 Indemnification

- 8.1 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 Volunteering with 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**
- 8.2 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 Volunteering for National Pageant.
- 8.3 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.

## 9 Termination

- 9.1 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)
- 9.2 You agree that any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

## 10 Governing Law

- 10.1 You agree that this Agreement shall be governed by the laws of the State of Nevada. You agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nevada, and if any provision of this Agreement is held invalid,

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you agree that the remaining provisions shall, notwithstanding, continue in full legal force and effect.

10.2 You agree if arbitration is unsuccessful, to submit to venue and personal jurisdiction of federal court sitting in Clark County, State of Nevada in any action or proceeding arising out of or related, directly or indirectly, to this agreement.

I, \_\_\_\_\_ have read and I understand the provisions of this Contractual Agreement. To the best of my knowledge, information and belief, all the factual statements made in this Agreement by myself are true.

I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Agreement and I consent to the execution of the Contract and its attachments. Furthermore, I sign this contract with no duress and of my own free will.

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_