

MISS RODEO CALIFORNIA AGREEMENT

THIS AGREEMENT (hereafter, "Agreement") is entered into by and between, between MISS RODEO CALIFORNIA PAGEANT, INC., a California non-profit corporation (hereafter, "MRCP," and _____, Miss Rodeo California for the year _____, (hereafter, "MRC")." MRCP and MRC are from time to time, hereinafter referred to in this Agreement individually as a "Party," and collectively as the "Parties.

ARTICLE 1. RECITALS

WHEREAS, MRCP holds an annual contest to select a young woman to serve as a representative for the sport of professional rodeo within the state of California, which is known as the "Miss Rodeo California Pageant" (hereafter, "Pageant"); and

WHEREAS, the young woman selected as Miss Rodeo California shall promote the sport of professional rodeo and the western way of life, and serve as a role model in her community; and

WHEREAS, MRC competed in and was declared the winner of the Pageant; and

WHEREAS, MRC, by virtue of being the winner of the Pageant has been vested with the title "Miss Rodeo California," and

WHEREAS, MRCP has sole authority to determine and/or govern the rights, duties, obligations, appearances, and benefits associated with the title "Miss Rodeo California,

NOW THEREFORE, in consideration of Miss Rodeo California having been designated as such, and for other good and valuable consideration, the Parties hereby Agree as follows:

ARTICLE 2. DECLARATION

Miss Rodeo California represents that the signed Declaration attached hereto as "Exhibit A," is true and correct. Said Exhibit A is made part of this Agreement and is incorporated as if fully set forth herein.

ARTICLE 3. INCORPORATION OF THE MISS RODEO CALIFORNIA RULES AND REGULATIONS

The rules and regulations of the Miss Rodeo California Pageant, a copy of which has been received by MRC, are hereby incorporated herein, as if set forth in full, and shall continue to regulate the rights, obligations, duties, and responsibilities of MRC, except as may be otherwise provided by the Agreement, during the term of this Agreement.

ARTICLE 4. TERM AND TERMINATION

- 4.1 The Term of this Agreement shall commence on _____ and shall terminate on _____.
- 4.2 This Agreement may be terminated at any time by mutual Agreement of the Parties. Non-performance of MRC of any obligations required under this Agreement, or MRC’s violation of any of the Terms of Conditions of this Agreement, including any violation of the Miss Rodeo California Pageant Rules and Regulations, constitutes a material breach of this Agreement, and shall entitle MRCP the option to immediately terminate this Agreement.
- 4.3 In the event this Agreement is terminated, MRCP, in its sole discretion, has the right to declare the title and office of Miss Rodeo California forfeited by MRC, and MRC shall be deemed to have immediately resigned and forfeited all benefits herein. MRC shall immediately return to MRCP all awards and prizes received in conjunction with the Miss Rodeo California Pageant, including, but not limited to, the Miss Rodeo California perpetual crown, buckle, saddle, horse trailer and title.
- 4.4 In the event the title and office of MRC becomes open by such action by MRCP, or by voluntary resignation of MRC, MRCP shall select a successor MRC and such person shall be entitled to receive such prizes and awards as may be determined by MRCP

ARTICLE 5. DUTIES, OBLIGATIONS AND PROHIBITED CONDUCT OF MISS RODEO CALIFORNIA

- 5.1 During her term as Miss Rodeo California, MRC shall not become a contestant or participant in any other beauty or talent contest, or make, agree to make, any public appearance in her capacity as MRC without express written permission of MRCP.
- 5.2 Attendance at rodeos, promotional events, media interviews, and other events designated by MRCP as “official appearances” (hereafter, “Appearances”) shall be required, and such Appearances shall entitle MRC to collect a pre-determined Appearance Fee to reimburse her for her expenses. MRC may, but is not required to, attend other rodeos at her own expense, subject to prior approval by MRCP.
- 5.3 MRC is responsible for collecting all Appearance Fees, including, but not limited to, reimbursements for lodging and travel, from the organization who contracted for her appearance (hereafter, “Contracting Organization”)

- 5.4 MRC may be required to attend or perform interviews, endorsements, testimonials, filmings, tapings, photographic or recording sessions, educational programs, and other such events (“Events”) as are determined by MRCP, and that MRC understands and agrees that for such events, so determined by MRCP, there may not be any fee or expenses reimbursed.
- 5.5 MRC shall not permit any other person, or firm, or corporation, without the written consent of MRCP, to advertise, announce, or make known, directly or indirectly, by paid advertisement, press notices, or otherwise, that Miss Rodeo California will appear other than at officially designated functions of MRC.
- 5.6 MRC understands and agrees that at no time will she be permitted to travel to, and/or attend, official MRC Appearances, Events, or other engagements with a boyfriend or fiancée.
- 5.7 During MRC’s term as Miss Rodeo California she shall not marry, nor live with a male person who is not a relative.
- 5.8 MRC shall at all times conduct herself in a manner which represents high moral values and ethical character, and shall maintain the dignity of the title herein granted.
- 5.9 At all Appearances, Events or other engagements where MRC is appearing as Miss Rodeo California, she is required to dress in western apparel appropriate for the particular occasion, complete with crown, belt buckle, and banner, unless prior permission is received from MRCP, or the situation so requires. Appropriate western apparel shall include, but is not limited to, a long-sleeved western shirt and creased pants with boots; a long-sleeved western-styled dress with dress boots; or a western-styled skirt-suit or pantsuit with a long-sleeved jacket and boots.
- 5.10 MRC shall be appropriately groomed at all Appearances, Events or other MRC engagements, including styled hair, suitable make-up, and polished or neatly manicured fingernails.
- 5.11 MRC shall not, during her reign, solicit donations of any kind from any contributor to the Miss Rodeo California Pageant who contributed during the prior two years and the year in which MRC’s reign commences. MRC is free to solicit donations from any person, firm or business that did not contribute to the Miss Rodeo California Pageant. These donations shall be made for the purpose of raising funds to assist with her expenses during her reign and in her competition at the Miss Rodeo America Pageant.

- 5.12 MRC shall not maintain a Myspace page, Facebook account, blog or other internet website that contains language or images that are unbecoming to, or in any way compromise the wholesome image of, MRC or the title of “Miss Rodeo California.”
- 5.13 As the outgoing Miss Rodeo California, MRC shall be required to attend the Miss Rodeo California Pageant for the following year. MRC shall dress in appropriate western attire for all Pageant events, and shall provide MRCP with a description of her outfits prior to the Pageant.
- 5.14 As the outgoing Miss Rodeo California, MRC shall furnish to MRCP, no later than five (5) days prior to the coronation of her successor, a pre-recorded outgoing message, or a transcript of her farewell speech if she chooses to give the speech in person. This speech shall be no longer than three (3) minutes in length and will be used or delivered at the Pageant at the sole discretion of the MRCP.
- 5.15 MRC, during the coronation ceremonies of the Pageant succeeding her reign as MRC, shall present the perpetual crown to the successor Miss Rodeo California.
- 5.16 All scholarships, if any, awarded to MRC by MRC’s being designated Miss Rodeo California, may, at the option of the Executive Board of Directors of MRCP, be forfeited unless MRC is enrolled as a student in an educational institution acceptable to said MRCP within sixteen (16) months from the date MRC completes her reign as Miss Rodeo California. There will be a time extension granted, by mutual agreement, should MRC become Miss Rodeo America the year following her reign as Miss Rodeo California. All scholarship funds to which MRC is entitled, if any, shall be paid directly to the educational institution in which MRC is enrolled and shall be paid upon receipt, from said institution, of a billing for tuition, board and room, or other costs and expenses for MRC’s education. Further, that unless MRC maintains a minimum grade point average of C, or its numerical equivalent, at all times, any continuing scholarship funds may, at the option of MRCP be suspended or terminated. That from time to time, by request of the Executive Board of MRCP, MRC shall furnish them with a current and complete transcript of her grades from the institution in which she may be enrolled. That all funds of any scholarship shall remain the property of MRCP and that MRC waives all rights or claims hereto in the event she does not comply with the terms of this paragraph.
- 5.17 MRC shall not make any unauthorized use of, nor permit a third-party to make unauthorized use of the Miss Rodeo California title, trademark, or logo.
- 5.18 MRC shall at all times when utilizing a vehicle for the purpose of traveling to, from, or in association with, any engagement as Miss Rodeo California, keep and maintain vehicle liability insurance required by law, including coverage for any horse trailer used by MRC for transporting a horse to MRC engagements.

ARTICLE 6. MRCP RIGHTS AND AUTHORITY

- 6.1 MRCP shall have the exclusive and complete control of, title to, and the right of copy to all photographs, recordings, pictures, TV appearances, or other media made by MRC as Miss Rodeo California.
- 6.2 MRCP is the sole owner of, and has exclusive and complete control of the “Miss Rodeo California” title, trademark and logo and shall retain all rights hereto. Any unauthorized use of the Miss Rodeo California title, trademark, and/or logo is prohibited.
- 6.3 MRCP shall act as sole agent for all bookings and calendaring of all events for MRC in her capacity as MRC and for the negotiation of fees and traveling expenses, if any, to be reimbursed or paid directly to MRC.
- 6.4 MRCP shall have the right to designate MRC’s chaperone and/or traveling companion, if utilized, while MRC is engaged in activities related to her participation in events as Miss Rodeo California.

ARTICLE 7. INDEMNIFICATION

MRC agrees to indemnify, hold harmless and defend MRCP from and against all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs, expenses, and other detriments whatsoever, including without limitation, all consequential damages and attorney’s fees, arising out of, or incident to, the performance under this Agreement by MRC, or MRC’s agents, or MRC’s duties, obligations, or rights hereunder. The indemnities and assumptions of liabilities and obligations, herein provided for, shall continue in full force and effect, notwithstanding the expirations or termination of the Agreement.

ARTICLE 8. MISCELLANEOUS

- 8.1 This Agreement shall be governed by California law.
- 8.2 Venue for any disputes arising under this Agreement shall be the County in which the Miss Rodeo California Pageant was most recently held.
- 8.3 In the event of any action or proceeding to enforce any of the provisions herein contained by either party hereto against the other, the prevailing party shall be entitled to recover its attorney's fees and court costs reasonably incurred in connection therewith from the other party.

- 8.4 No modification, variation, or amendment of this Agreement shall be effective without the written consent of all of the parties to this Agreement at the time of such modification, variation, or amendment.
- 8.5 Time is of the essence of this Agreement.
- 8.6 This Agreement constitutes the entire Agreement between the Parties.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, _____.

Signature, Miss Rodeo California

Signature, MRCP President

Date

Witness

Date

EXHIBIT "A"

DECLARATION OF MISS RODEO CALIFORNIA

I, _____, Miss Rodeo California for the year _____, declare the following to be true and correct:

1. I am a female citizen of the United States of America, and reside at _____ (street) in the City of _____, within the County of _____, in the State of California.
2. I have never been married, nor have I ever entered into a marriage contract that was annulled.
3. I am not currently, nor have I ever been pregnant.
4. I am a graduate of a duly certified high school, or am currently a student in good standing of a duly certified high school and will produce a transcript or diploma if requested.
5. I have reached the age of 18 by December 31 of the year of the Miss Rodeo California Pageant in which I was declared the winner, and I will not have reached the age of 25 by December 31 of the same year.
6. I possess good moral character and have never been convicted by any crime.
7. I have not heretofore authorized any person, firm, or corporation to use my name, photograph, picture, or present the future title of "Miss Rodeo California" in connection with any endorsement or obligation to any person, firm, corporation, or other entity.
8. I have not made any commitment to, and do not have any legal obligation which would prevent my fulfillment of my duties as Miss Rodeo California, including my competition in the Miss Rodeo America Pageant following the year of my reign as Miss Rodeo California, nor which would hinder my compliance with the terms, conditions, and covenants of the Miss Rodeo California Agreement to which I am a Party.
9. I have received a copy of the Miss Rodeo California Pageant Rules and Regulations, and have read them in their entirety, and agree to be bound by them.

I declare the above information to be true and correct, and do so under the penalty of perjury.

Miss Rodeo California

Date