



MISS RODEO WYOMING ASSOCIATION

(UPDATED 8/2011)

CONTRACT

THIS AGREEMENT made and executed on this the ____ day of _____, by and Between The Miss Rodeo Wyoming Association, (hereafter “MRWA”) and _____ of _____ State of Wyoming/

{Hereafter “MRW _____ (initial) }

WITNESSETH:

WHEREAS, MRWA holds all property rights to the title “Miss Rodeo Wyoming”, and

Whereas, MRW _____ is the winner of the Miss Rodeo Wyoming Pageant for the year _____, and

NOW AND THEREFORE, for and in consideration of the mutual promises set forth herein, the mutual benefits derived herefrom, and other good and valuable consideration each provided unto the other, the receipt and sufficiency of which being conclusively acknowledged by execution and delivery hereof, it is agreed:

1. Conditions Precedent: MRW _____ has agreed to and verified MRWA pageant rules and requirements as listed below:

- a. Female citizen of the United States of America and reside in the City/Town of _____, County of _____, State of Wyoming.
- b. Never been married, had a marriage annulled or had a child out of wedlock. MRW _____ has never been nor am I now pregnant.
- c. MRW _____ shall not be engaged to be married at the time of her selection and agrees not to enter into engagement to be married for the duration of her reign.
- d. Graduate of High School and will produce diploma or equivalency thereof as proof upon request.
- e. MRW is between the ages of 18 and 24 on November 1st of this year. MRW _____ must be 19 years of age to compete at MRA.

- f. MRW_____ shall not be charged with and/or determined to have committed any crime of moral turpitude during the term of this agreement, or prior to signing this agreement.
- g. MRW_____ has not heretofore authorized any person, firm or corporation to use my name, photograph, picture, present or future title, in connection with an endorsement of advertisement of any commercial product or service; and I am not under contract or other obligation to any person, firm or corporation with respect to my present title, and, further, I have not made any commitment or have any legal obligation which would prevent my participation in an appearance at the MRWA contest or the Miss Rodeo America Pageant, or which would prevent or hinder my compliance with the terms, conditions, obligations hereafter specified.
2. Miss Rodeo Wyoming Title: MRWA does for the term of this agreement and subject to all terms and conditions hereof, grant upon MRW_____ the exclusive title of “Miss Rodeo Wyoming”, the same to be used in conjunction with the MRW’s _____ Name; provided, however, MRWA reserves unto itself (a) any and all right, title, and ownership of the registered name “Miss Rodeo Wyoming”, (b) the registered logo therefore, (c) all tangible and intangible rights incident thereto including the use thereof during the term of this agreement and further, reserves unto itself and former winners of the Miss Rodeo Wyoming Pageant the use of the title “Miss Rodeo Wyoming (year of title) and/or “former Miss Rodeo Wyoming”, and said use is being granted to MRW_____ for all years subsequent but subject to the terms and conditions hereof. MRW_____ title will be from January 1st until December 31st of _____.(year) The immediate year following the end of MRW’s reign, all sole appearances made as MRW or MRA award winner must be approved by the Executive Board. All MRW advertising of sponsors and the use of MRW title must be relinquished and removed from said vehicles and or trailer.
3. Duties of MRW: During the term of this agreement and subject to all terms and conditions hereof, MRW _____ shall
- a. Appear at such locations; places; interviews; photo, recording and/or modeling sessions; televised, filmed, broadcasted and/or videoed public appearances and/or interviews and/or promotions, and/or other events as approved and/or designated by the MRWA pursuant to paragraph 4 below,
 - b. Execute and deliver any and all contracts, agreements, releases, advertisements, authorizations, endorsements, and/or other documents and/or designated by the MRWA incident to paragraph 3(a) and/or as shall be necessary to MRWA’s performance of and accomplishment of the exclusive agency for MRW_____ as set forth within paragraph 4 hereof, and/or as shall be incident to promotion of the title of Miss Rodeo Wyoming, and/or the general benefit and promotion of the Miss Rodeo Wyoming Pageant, all with or without income to MRW_____.
 - c. Authorize and permit taking, creation, publication, distribution, reproduction, And use of photographs, recordings, televised and/or broadcasted appearances, likenesses and/or images of MRW_____ incident to those to subparagraphs

3(a) and 3(b) above and/or as approved and directed by the MRWA pursuant to paragraph 4 below.

- d. Appear in appropriate western apparel, and accouterments of the title MRW to include but not be limited to crown and banner in all instances being subject of subparagraphs 3(a) and 3(b) and/or 3(c) above and/or as approved and directed by MRWA pursuant to paragraph 4 below,
 - e. At all times in her public and private life, act to promote the best interest and Welfare of MRWA, the Miss Rodeo Wyoming Pageant and the title of Miss Rodeo Wyoming. MRW will place high priority on exuding a professional attitude and will show all persons she comes in contact with the respect they deserve. This includes but is not limited to all Association members, stock contractors, committees, sponsors, etc.
 - f. Less and except as authorized in subparagraphs 3(a), 3(b), 3(c), and/or 3(d) Above and as directed by MRWA pursuant to paragraph 4 below, MRW _____ shall not otherwise permit or contract for the occurrence of any Event contained and referred therein, and/or use and/or allows others to use any accouterment (s) of the title of Miss Rodeo Wyoming and/or permit any third party to perform and act and/or occurrence set forth above and/or otherwise set forth in paragraph 4 below, and/or
 - g. Permit any third person to advertise, announce, or make known, directly or Indirectly, to include but not be limited to, advertisement, press notices and/ Or releases and/or communications of any kind and/or character that Miss Rodeo Wyoming will appear and/or act less and except as previously approved by the MRWA, all with or without compensation to MRW _____.
 - h. All traveling accouterments and or sponsored collateral (vehicle, trailer, etc.) shall be returned upon the end of MRW's reign. This includes, but is not limited to the crown, crown case, all banners, banner bag, etc. Failure to comply with returning property of the MRWA and or designated sponsors shall affect any and all final reimbursements to MRW including scholarship monies.
 - i. All social media outlets (blogs, face book, twitter, websites, etc.) shall be strictly prohibited with the exception of those approved by the MRWA.
4. Exclusive Agent: During the term of this agreement, MRW _____ does hereby appoint, contract with and otherwise designate MRWA as her sole and exclusive agent to solicit, negotiate for, contract regarding and/or otherwise broadcast appearance (s); recording (s); public speaking; interview (s); modeling; personal and/or other reproduced likenesses; use of the title Miss Rodeo Wyoming when in associated with MRW _____, irrespective of whether with or without compensation; and/or contract for fees in the performance of those acts set forth within paragraph 3 above, if any.
5. Term: The term of this agreement shall be from the day this contract is signed through December 31st of the year of MRW's reign, at which time this agreement will cease and

terminate. MRW's official reign shall be for the term of 1(one) year, from January 1-December 31.

6. MRW Prizes, Sponsorships, Monies: Conditions are listed below for MRW_____ Funds and prizes:
- a. If MRW should receive the use of a truck and/or horse trailer for her term, MRW shall purchase insurance coverage of those vehicles including full property damage, collision and liability coverage, and shall name MRWA as Additional insured's and provide such copies to MRWA. All contract executed as MRW must be provided to the MRWA.
 - b. MRW_____ understands that any and all funds donated, given, or awarded to her shall be turned over to the MRWA Treasurer. The monies will then be distributed into MRW's budget as the MRWA Executive Committee sees fit. MRW_____ further understands that MRWA will reimburse MRW coronation expenses off the top of her coronation income. An equal 25% of the balance after coronation expenses will be distributed as follows: 25% to MRW, equal 25% to MRWA for operation expenses and administrative fees, remaining 50% to MRW line items.
 - c. MRW_____ will submit expense reports along with receipts to the MRWA Treasurer no later than 60 days after the expense was incurred. If there are still funds available then MRW will be reimbursed for approved funds. Any expenses turned in over 60 days after the expense incurred will not be paid. The MRWA may approve expenses received after 60 days if MRW_____ petitions for said approval.
 - d. MRW_____ shall turn in monies and donations raised at her coronation and during her reign and will be reimbursed for expenses by MRWA (which will be taken out of the profits MRW_____ has made). MRW_____ shall turn in said monies, donations and expenses in an organized and timely manner before the January budget meeting. Any further monies brought in shall be distributed in the same manner as listed above.
7. Rules and Regulations Relating to MRW: The parties do agree that MRWA may during the term of this agreement, with and/or without cause, create and prescribe rules and regulations under which MRW_____ shall conduct herself. At all times during the term of this agreement, MRW_____ shall upon notification from MRWA, be accompanied and chaperoned by a Member of the MRWA Executive Committee or a representative of MRWA, the same to be the sole person to accompany MRW_____ during services by MRW_____ pursuant to this agreement unless otherwise previously agreed to in writing by MRWA.
8. Exclusive control: MRWA shall both during and succeeding the term of this agreement, have the sole and exclusive control and ownership of, title to, utilization of and the right of copyright to all televised and/or recorded and/or broadcasted appearances of MRW_____ as shall occur during the term of this agreement, and (b) the trademark of Miss Rodeo Wyoming and the registered logo thereof.

9. Miss Rodeo America Competition: MRW_____ agrees to participate as a contestant in the Miss Rodeo America Pageant. MRW_____ shall coordinate with the MRA National Director for the State of Wyoming in all preparations and application processes as MRWA and the Governing Committee sees fit.
10. Scheduling: MRWA will provide a scheduling coordinator who will schedule and book appearances. All appearances must be approved by the MRWA/scheduling coordinator. A prioritized list of appearances provided by the scheduling coordinator shall take precedence over all other additional appearances. If scheduling conflicts occur, the Executive Committee will make the final decision. MRW_____ agrees to keep in weekly contact with said scheduling coordinator. MRW may add appropriate appearances and activities by contacting the scheduling coordinator. Any scheduling disputes or problems with attendance will be handled by the Board of Directors.
11. Default: Upon the failure of either party to perform any term and/or condition of this agreement, the other party may declare this agreement to have been breached by such a failure and the other party to be in default upon the terms and conditions thereof. Notwithstanding the terms of the paragraphs 1 and/or 7 above and not by way of waiver thereof, upon the failure of any condition precedent and/or subsequent, MRWA may either elect to declare this agreement null and void, or declare MRWA to have breached this agreement and to be in default upon the terms and conditions hereof. Upon voiding the agreement, and/or upon the occurrence of any default MRWA shall be entitled:
- a. To remove the title of Miss Rodeo Wyoming from MRW_____. MRWA and the Board of Directors may deem it appropriate to bestow the title of MRW to the next highest point winner of the MRWA Pageant.
 - b. Upon demand, to the immediate delivery and right of possession from MRW_____ of any and all accouterments incident to the title of Miss Rodeo Wyoming and/or being the winner of the Miss Rodeo Wyoming Pageant. The use of said title shall cease upon removal of the title.
 - c. An amount equal to any and all cash, consideration, property, uses and/or benefits awarded to MRW_____ from the time of winning the Miss Rodeo Wyoming Pageant.

In this regard, the parties stipulate and agree that it is impossible to proximately determine the amount and type of damages which will be sustained by MRWA upon MRW's _____ default of the voiding of this agreement. The parties acknowledge impossibility to determine damages as the same include damage to goodwill, lost future income, lost opportunity etc. As a result both parties stipulate to the foregoing damages as "liquidated damages". In accepting such sum, MRWA hereby waives and releases any and all other rights, claims and/or actions as against MRW_____ for loss of present and/or future economic injuries but reserves the right to prevent injunction or other legal and/or equitable remedies, the use of the title "Miss Rodeo Wyoming" and/or to recover all accouterments associated therewith.

Upon the voiding of this agreement or in the case of negligence by MRWA and/or MRW_____, MRW shall relinquish any and all prizes, scholarships, monies, awards, etc., awarded to her. The rights and title of Miss Rodeo Wyoming shall be retained to MRWA.

12. Non-waiver: MRWA's waiver of any failure of a condition precedent and/or subsequent and/or any act of breach of agreement shall not be deemed consent to and/or a waiver of any future failure of a condition precedent and/or subsequent and/or of any act of breach of agreement.
13. Entire agreement: This agreement constitutes the entire agreement between all parties. Any and all representations, understandings, warranties, covenants and/or discussions are merged herein and if not so set forth, are expressly declared not to constitute any part of this agreement and/or to have been made, agreed to and/or relied upon by either party.
14. Release and Indemnity by MRW: MRW _____ does release and hold MRWA and the Miss Rodeo Wyoming Pageant, the officers, directors, accredited sponsors both commercial and private, employees, agents, members and/or representatives of each, harmless from any and all rights, claims and/or actions, direct and/or indirect, fixed and/or contingent, of whatsoever kind and/or character, as shall now exist and/or hereafter arise from, and/or be the result of, MRW's _____ appearance and/or participation in the any and all acts arising under paragraph 3 and 4 above and all subparagraphs thereof, the Miss Rodeo Wyoming Pageant, its programs, activities, and/or functions. MRW _____ undersigned does acknowledge that she is familiar with equestrian and rodeo sports and activities and that the same are inherently dangerous to herself. The undersigned further acknowledges that MRWA, and the Miss Rodeo Wyoming Pageant cannot and does not guaranty the safety and/or well being of any participant and/or against harm to the participant and/or the conduct of any participant including but not being limited to that of MRW _____. The undersigned acknowledges that this release and indemnification is executed without knowledge of existing and/or future rights, claims and or actions, but executes the same notwithstanding such lack of knowledge, the risk thereof, being known by, and assumed by, the undersigned and found to be reasonable for her assumption.
15. Applicable Law: This agreement shall be interpreted and enforced under the laws of the State of Wyoming. The parties agree hereto that this agreement is made and executed within the state of Wyoming.
16. Attorney Fees and Costs: If and in the event that this agreement shall be enforced on a court of law and/or equity, MRWA shall be entitled to a reasonable attorney's fee and all costs incurred in the action.
17. Binding Agreement: This agreement shall be binding upon all heirs, assigns, successors, trustee's, receivers, legally appointed guardians, administrators, executors and personal representatives of Miss Rodeo Wyoming, The Miss Rodeo Wyoming Association and The Miss Rodeo Wyoming Pageant.

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

By _____
(Miss Rodeo Wyoming)

Parent/Guardian _____
(If under 19 years of age)
APPROVED AND ACCEPTED THIS ____ DAY OF _____, _____

MRWA Official _____

Witness _____

State of Wyoming County of _____
The undersigned, being duly sworn on oath, deposed and says that the statements and
representations contained in this contract are true and correct to the best of my knowledge
and belief.
Subscribed and sworn before me this ____ day of _____, _____.

Notary Public _____