



MISS RODEO WYOMING ASSOCIATION CONTRACT

THIS AGREEMENT made and executed on this the _____ day of August, 2020 by and between the Miss Rodeo Wyoming Association, (hereafter “MRWA”) and the winner of the Miss Rodeo Wyoming Pageant, _____ of _____ County, State of Wyoming herein after referred to as “MRW 2021”, whose reign is January 1 through December 31, for the year of 2021.

RECITALS

WHEREAS, MRWA holds all property rights associated with the Miss Rodeo Wyoming Pageant and the title of Miss Rodeo Wyoming; and

WHEREAS, MRW was the winner of the Miss Rodeo Wyoming Pageant; and

WHEREAS, both parties wish to memorialize the responsibilities and rights of MRW during her reign and during her time as MRW Lady In Waiting.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other good and valuable consideration, including the consideration for receiving the title and office of MRW, the sufficiency of which is hereby by acknowledged by all parties, MRWA and MRW hereby agree as follows:

All clarification of rules and contract or decisions made by MRWA are final.

1. **Conditions Precedent:** MRW has agreed to and hereby verifies that she meets the MRWA pageant rules and requirements as listed below:
 - a. I am a female citizen of the United States of America and reside in the City/Town of _____, County of _____, State of Wyoming.
 - b. I attest that I am between the ages of 18 and 25 and will not have obtained the age of 26 on/before December 31st of this year.
 - c. I attest that I meet the requirements to compete for Miss Rodeo America. (See Appendix A)
 - d. I attest that I am a Graduate of High School and will produce a diploma or equivalency thereof upon request.
 - e. I am not, nor have ever been 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.
 - f. I am not, nor have ever been engaged, married, had a marriage annulled, nor will I enter into engagement or marriage during my reign; I will not maintain cohabitation with another person nor enter into a domestic partnership living arrangement during the year of my reign.
 - g. I have never been nor am I pregnant.
 - h. I have not 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

_____ MRWA Official

_____ MRW

appearance at the MRWA contest or the Miss Rodeo America Pageant, or which would prevent or hinder my compliance with the terms, conditions, obligations specified within this Agreement.

2. **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 association with MRW, irrespective of whether with or without compensation; and/or contract for fees in the performance of those acts set forth within MRW's duties, if any.

3. **Miss Rodeo Wyoming Lady in Waiting:**

Prior to the official start of my reign, January 1, 2021, I as Miss Rodeo Wyoming will be known as and addressed as "MRW Lady in Waiting". Any appearances made during the period between my selection as MRW of this year and January 1, will be as the MRW Lady in Waiting and every appearance during this period must be approved by the MRWA Scheduling Coordinator or the MRWA Executive Board (hereinafter referred to as "Executive Board"). I understand that my "Official Miss Rodeo Wyoming Photo" can only be used in print to promote my coronation, and in any manner seen fit by MRWA and the official MRWA Media Director.

4. **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 tangible and intangible rights, title, and ownership of the registered name "Miss Rodeo Wyoming", (b) the registered logo. MRW at the end of her reign must use the title "MRW (year)" or "Former MRW" in any appearance or advertising purpose. All MRW advertising of sponsors and the use of MRW title must be relinquished and removed from said vehicles and or trailer at the end of her reign.

5. **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 as the Exclusive agent for MWR.
- b. Execute and deliver any and all contracts, agreements, releases, advertisements, authorizations, endorsements, and/or other documents and/or designated by the MRWA pursuant to this Agreement and/or as shall be necessary to MRWA's performance of and accomplishment of the exclusive agency for MRW 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, as approved and directed by MRWA;
- d. Appear in appropriate western apparel and accouterments of the title MRW (including Crown, Banner, Etc.).
- 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.

_____MRWA Official

_____MRW

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. MRW shall not otherwise permit or contract for the occurrence of any event contained and referred therein, and/or use and/or allow others to use any accouterment (s) of the title of Miss Rodeo Wyoming.
- g. MRW shall not permit any third person to advertise or announce the appearance of MRW without the prior consent of MRWA.
- h. All traveling accouterments and or sponsored personal property (vehicle, trailer, etc.) shall be returned to MRWA-upon the end of MRW's reign. Such property includes, but is not limited to the crown, crown case, all banners, banner bag, Chaps, 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 use by MRW, including (blogs, face book, twitter, and websites) shall be strictly prohibited except as approved by MRWA.

6. **MRW Prizes, Sponsorships, Monies:** Conditions are listed below for MRW Funds and prizes: I as MRW understand, I will abide by the following:

- a. If I should receive the use of a truck and/or horse trailer for my term, I will 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 contracts executed as MRW must be provided to the MRWA.
- b. I understand that any and all funds donated, given, or awarded to myself as MRW, 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.
- c. I further understand that MRWA will reimburse MRW coronation expenses directly from the coronation income. Following this distribution, the remaining funds will be distributed as follows: 25% to MRW, 25% to MRWA for operation expenses, and 50% to MRW budget line items.
- d. I will remit ALL monies and donations raised at my MRW coronation and during my reign as MRW and will be reimbursed for expenses by MRWA. I will turn in ALL said monies, donations and expenses in an organized manner, no later than 10 days of date money raised. Any further monies brought in throughout my reign shall be distributed in the same manner as listed above.
- e. I will submit expense reports along with receipts to the MRWA Treasurer no later than 30 days after the expense was incurred. If there are still funds available, MRW will be reimbursed for approved expenses. Any expenses turned in over 60 days after the expense has incurred may or may not be paid.
- f. MRW will receive the appropriate tax forms, (ie. 1099, etc.) for any monies remitted without producing a receipt for reimbursement.

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 "I as MRW will conduct myself". During the term of this Agreement, MRWA may, in its sole discretion require MRW be accompanied and/or chaperoned by a Member of the MRWA Executive Board, member of MRWA, or MRWA approved Chaperone, the same to be the sole person to accompany MRW during services by MRW pursuant to this agreement unless otherwise previously agreed upon by MRWA.

_____MRWA Official

_____MRW

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:**

As MRW, I agree to participate as a contestant in the Miss Rodeo America Pageant, and I shall coordinate with the MRA National Director for the State of Wyoming in all preparations and application processes as MRWA sees fit.

10. **Scheduling:**

I as MRW will work with the MRWA scheduling coordinator, who will approve, schedule and book appearances. A prioritized list of appearances provided by the scheduling coordinator shall take precedence over all other additional appearances. If scheduling conflicts occur, the Executive Board will make the final decision. I as MRW agree to keep in timely contact with MRWA scheduling coordinator. I as MRW may request to add appropriate appearances and activities by contacting the MRWA scheduling coordinator. Any scheduling disputes or problems with attendance will be handled by MRWA Executive-Board.

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 Section 1 (“Conditions Precedent”), and/or Section 7 (“Rules and Regulations relating to MRW”), 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 MRW 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 2021. MRWA and the E-Board may deem it appropriate to bestow the title of MRW to the next highest point winner of the MRWA Pageant.
- b. To, upon demand, 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. To repayment of 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.

The parties stipulate and agree that it is impossible to precisely determine the amount and type of damages which will be sustained by MRWA upon MRW’s default of this Agreement. However, the parties acknowledge that such damages sustained by MRWA would include damage to goodwill, lost future income, and 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 seek injunctions or other legal and/or equitable remedies.

12. **Non-waiver:**

_____ MRWA Official

_____ MRW

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 the terms of this Agreement. MRW 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 wellbeing of MRW or any guest or invitee of MRW against harm or injury. 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 in 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.

18. **Negligence:**

In the case of negligence by MRWA, and to no fault of MRW, MRW shall retain any and all prizes, scholarships, monies, awards, etc. awarded to her. The rights and title of "Miss Rodeo Wyoming" or "MRW" shall be retained by MRWA.

_____MRWA Official

_____MRW

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of August,
__2020__.

Miss Rodeo Wyoming

Supporting Parents

MRWA Official

Witness

STATE OF WYOMING)
) SS.
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 August, _____.

Notary Public _____

MRWA Official

MRW

APPENDIX A

MISS RODEO AMERICA, INC. Eligibility Requirements

By signing below, I confirm that I meet all the eligibility requirements set forth below.

1. **Age:** I am over 19 years of age. I am not 27 years of age or older and will not have attained age 27 as of December 31 of this year. Upon request, I will provide a copy of a government issued identification (such as a birth certificate, driver's license, passport, etc.) verifying my age.
2. **U.S. Citizen:** I am a citizen or lawful resident of the United States of America and authorized to work in the United States of America.
3. **Resident of State:** I am a resident of the State where I will compete or have competed in the State Pageant.
4. **Education:** I have obtained a high school diploma (or equivalent).
5. **Gender:** I am female.
6. **Marital Status:** I am not currently married and have never been married.
7. **Parental Status:** I am not a parent of any child and I am not pregnant.
8. **Good Character:** I am of good moral character. I have never committed or been involved in an act of moral turpitude.
9. **No Criminal Record:** I have not been convicted of any crime or misdemeanor (excluding minor traffic offenses).
10. **Health:** I am in good health and I do not have any health concerns which would prevent me from fully participating in this contest or from serving as Miss Rodeo America if selected.
11. **Substance Abuse:** I do not use any illegal or controlled substances (other than prescription medications and then only in the manner prescribed.) I do not abuse alcohol or drugs.
12. **Contractual Obligations:** I am not under any contractual obligation which would interfere with my ability to participate in this contest or interfere with my ability to perform as Miss Rodeo America, if selected.
13. **No other Competitions:** I have not competed in or been awarded any titles in any other pageant of any kind during the prior year (other than the current years Miss Rodeo America qualifying events), nor am I currently serving as an award winner or representative of any other pageant or similar contest.
14. **No Previous Miss Rodeo America Competitions:** I have not been a contestant in any prior year's Miss Rodeo America Pageant, or any related State Pageant.
15. **No Other Acts Detrimental to Reputation:** I have not engaged in any act, which if made public, would be reasonably likely to cause harm or damage to my reputation or to the goodwill and reputation of Miss Rodeo America, Inc. (If I have any concerns about the applicability of this provision, I acknowledge I have been advised to discuss this with a representative of Miss Rodeo America, Inc. prior to signing this form.)
16. **Ability to Perform:** To the best of my knowledge, there is nothing that will interfere with my ability to compete in this contest or to perform the obligations of Miss Rodeo America, if selected.
17. **Verification All Statements are True: I VERIFY THAT I HAVE READ THE FOREGOING STATEMENTS AND ALL OF THE FOREGOING STATEMENTS ARE TRUE.**

Date: _____.

Contestant Signature

MRWA Official

MRW