

LOCAL PAGEANT AGREES TO EXECUTE AND RETURN THIS AGREEMENT WITHIN (30) DAYS OF THE DATE IT IS RECEIVED. MOSP MAY CONSIDER A VIOLATION OF THIS PROVISION GROUNDS FOR REVOCATION OF THE LICENSE.

**2014 - 2015 Official Local Preliminary Pageant
License Agreement with
MISS OKLAHOMA SCHOLARSHIP PAGEANT, INC.**

JUNE 8, 2014 TO JUNE 7, 2015

This 2014-2015 Official Local Preliminary Pageant License Agreement with Miss Oklahoma Scholarship Pageant, Inc. a not-for-profit corporation, of the State of Oklahoma having its principal office at 10026-A South Mingo Rd #287, Tulsa, OK 74133, (hereinafter sometimes referred to as "MOSP" or "MOP") and

Name of Organization: _____
(As identified in its corporate documents)

Mailing Address: _____

Local Pageant Executive Director(s): _____

Telephone: Home: Area Code _____
Work: Area Code _____
Cellular: Area Code _____
Fax: Area Code _____

E-Mail Address: _____

Federal Employer's Identification Number _____
(Hereinafter referred to as "Local Pageant") as follows:

1. MOSP grants Local Pageant the right to conduct a Local Pageant the sole and "exclusive" right to conduct a Local Pageant within the State of Oklahoma (herein referred to as the "License Area") for the selection of a candidate to compete in the state finals of the Miss Oklahoma Pageant to be held in Tulsa, OK from May 30 through June 6, 2015 (hereinafter referred to as "State Finals") and to select persons and/or entities within the License Area to conduct Local Pageant for the selection of candidates to compete in the Miss Oklahoma Pageant hereinafter referred to as "the Local Finals")

2. It is mutually understood and agreed that MAO/MOSP owns all rights to title, interest, good will and proprietorship in and to the name's designations and marks "Miss Oklahoma", "Miss Oklahoma Pageant", "Miss Oklahoma Scholarship Pageant" and the symbol, crown and all other names trademarks, designations and service mark(s) of the Local Pageant, specifically "Miss _____" insofar as the latter relates in any way to a contest or contestant for the title of Miss Oklahoma.

In the event Local Pageant and/or Associated Entity uses any combination of the names and marks referred to herein above as part of its name, in the event State Pageant is not a separate corporation, it is agreed as a condition precedent to the license granted herein that should MOSP/MAO so request, State Pageant and/or Associated Entity will delete such names or marks from its name within sixty days after receipt during or after the term hereof. If the name is deleted after request then, in that event, Jill Easley, Chairman or Jack Cooper, President of the Miss Oklahoma Pageant, or her successor, is hereby

authorized and empowered by Local Pageant and/or Associated Entity to proceed to have the name and marks deleted by appropriate procedures with the Secretary of State or other authorized governmental agency and to sign whatever document are necessary to effect the deletion of the name and makes or to proceed in equity or law to complete the deletion of same. Unless specifically waived in writing by MOSP, once and request by MOSP is made in accordance with this desist holding itself out as “Miss _____” Pageant and shall cease and desists use of all stationery, business cards, banners, signs, sashes and other materials which contain the names and/or mark “Miss _____”.

3. MOSP agrees:

(A) That it will conduct the State Finals in Tulsa Oklahoma on June 6, 2015 by the MOSP Board of Directors and contingent upon the Miss America Organization, Inc. (hereinafter sometimes referred to as “MAO”) sponsoring and conduction the Miss America Pageant.

(B) To accept the winner of the Local Finals conducted by Local Pageant (hereafter referred referred to as Local Titleholder”) as a contestant in the State Finals pursuant to the terms hereof and with such other rules and regulations as may be promulgated from time to time by MOSP/MAO.

(C) MOSP makes no representation to the Local that the State will furnish to said Local Finalist total lodging accommodations and/or meals for the period, for which they are required to be in Tulsa.

(D) MOSP/MAO makes no representation to the Local/State Pageants that the State or National Finals will be televised for broadcast on a live or taped delay basis and that it will have one or more sponsors of the National Finals or as to the number and/or type of appearances Miss Oklahoma/Miss America shall have.

(E) That in the event Miss Local should abdicate her title, become disqualified, or becomes Miss Oklahoma, the first runner-up shall become Miss Local, retaining only the cash scholarship that she won as first runner-up and receive any other awards not already delivered to Miss Local. The other finalists shall retain the cash scholarships that they were awarded as runner-ups and any other awards that they may have received.

(F) So long as provided by the MAO - MOSP will pay the premium to maintain liability insurance coverage for the Local Pageant in accordance with the insurance policy provided by the MAO or its authorize agent(s).

4. Local Pageant agrees:

(A) TO EXECUTE AND RETURN THIS AGREEMENT WITHIN (30) DAYS OF THE DATE IT IS RECEIVED. MOSP MAY CONSIDER A VIOLATION OF THIS PROVISION GROUNDS FOR REVOCATIONS OF THE LICENSE. To pay \$650.00 License Fee by August 31, 2014. If not paid by that date will be accessed a \$100.00 late fee.

(B) To sponsor, promote, finance and conduct, utilizing people and entities of good reputation a fair and unbiased Local pageant competition and to select a candidate to compete in the State Finals of the Miss Oklahoma Pageant in accordance with the terms and conditions set forth herein and the rules and regulations promulgated from time to time by MOSP/MAO.

(C) That neither State Pageant nor any of its Local Pageants acting directly or indirectly, or by representation by third persons, nor any of its executives or key volunteers, will conduct or participate in any other Local, State, national, or international competition similar to the Miss America Pageant unless an exception has been granted by Miss America Organization & MOSP in writing.

(D) To conduct the Local Finals at the same location during all phases of competition (except in extraordinary circumstances) on consecutive nights on or before February 28, 2015.

(E) To certify in writing that all contestants, specifically including the Local winners, have been selected in accordance with all of the rules and regulations of MOSP and the Miss America Organization and further that all contestants, specifically including the local winner, have competed and been selected within the appropriate period immediately preceding the date of competition of the State Finals in Tulsa. **In such regard, Local Pageant acknowledges that the determination of a contestant's eligibility to compete in Local Finals shall not in and of itself be the basis of the eligibility to compete in the State Finals.**

(F) That neither State Pageant nor any of its Local Pageants will assume obligations or make commitments for or on behalf of MAO or MOSP, it being understood that State and Local Pageants have no right to bind or obligate MAO or MOSP unless authorized by MAO and MOSP in writing to do so.

(G) That Local Pageant shall provide at least **\$250.00** cash scholarships award to the Local Titleholder and to provide the mention of the scholarship awards which the Local, State and National Finalists are eligible to receive in all promotional materials, including publication in the required local program book, pamphlet or brochure, distributed in connection with the conduct of the Local Pageant. These awards should also be announced during the Local Pageant production. College and University sponsored pageants may provide tuition scholarship in lieu of cash scholarship awards.

(H) Local Pageants must include MAO Official Preliminary Program inserts at the prevailing uniform price, if notified by MOSP office that this is required of all locals by MAO office.

(I) To maintain a separate interest bearing escrow / trust account for the use and benefit all scholarship recipients and shall file a written report to MOSP within fourteen days after the local pageant is held on form(s) provided by MOSP. All scholarship monies or funds to be used for such eligible scholarship winners shall be disbursed from this escrow / trust account. In the event that a new non-profit organization shall become the License holder from MOSP, all scholarship and operating funds must be turned over to the new group, together with a list of those contestants still entitled to scholarships. Each local pageant shall designate a person to be in charge and responsible for the oversight of such scholarship funds and the name, address, home phone number and work phone number of such person shall be provided to MOSP. No scholarship monies on deposit may, ca or shall be used for the operational expenses of the Local Pageant.

(J) That if, for any reason, the winner of the Local Finals is disqualified or released from appearing in the State Finals, the first runner-up selected by the judges shall succeed to that state title and will be sent to the State Finals by Local Pageant. In such event, MOSP agrees to accept such runner-up as the new Local Finalist if certified in accordance with subparagraph (D) above. Similarly, if the Local Finalist selected by Local Pageant becomes Miss Oklahoma at the State Finals, Local Pageant will designate its first runner-up (or, if the first runner-up cannot or does not serve, the succeeding runner-up) as the new Local titleholder. Local Pageant, in connection wherewith and regardless of whether the winner of the Local Finals is disqualified, released or becomes Miss Oklahoma, does hereby agree to make a decision which shall be announced in advance of the holding of the Local Pageant as to whether or not the runner-up in such instance will succeed to the scholarships and awards of the winner of the Local Finals.

(K) To ensure that the majority of the judges serving the Local Pageants will be selected in accordance with MAO and MOSP policy and instructed to follow the method of judging, as may be revised from time to time by MAO, including (sample: if a total of five judges, at least one of them must be certified) and those judging the Local Finals will be registered with the MOSP office at least one week (7 days) prior to your local pageant.)

(L) To insure that the official MAO judging method be used and that the official judging ballots provided by the MOSP or MAO be used and to insure that the judges be provided a copy of such contestant's Resume and Platform Statement prior to the Interview portion of the Local Pageant so that the judges shall have sufficient time to determine if there exists a conflict.

(M) To divide the entire geographical area of it's State within a licensed area or areas granted to Local Pageant, to the end that all portions of the geographical area constituting the State shall be assigned to one or more Local Pageants. That it will, in its discretion, establish eligibility requirements for competition within the State. In the event that a Local Pageant, which is granted a license area within the State, does not meet the requirements or fails to conduct a Local Pageant, the State Pageant will then re-assign that area.

(N) That neither the State Pageant nor any of its representative or employees shall conduct a Local Pageant or any competition which directly or indirectly results in the sending of a contestant to participate in the State Finals.

(O) To procure insurance by means of participation in the approved insurance plan as determined by the Miss America National Organization.

(P) To submit to MOSP in writing within ten (10) days of any change in the identity of the President or Executive Director of the Local Pageant.

(Q) To award the local winner with the "official Miss America Local crown" which shall be purchased from the MAO approved vendor.

(R). The Miss America Organization has entered into an agreement with the Children's Miracle Network and has developed a National Service Platform requirement. All local contestants in the Miss America program are required to raise a minimum of \$100.00 per local entered or fundraise as determined by the Miss America Organization to support the Children's Miracle Network Hospitals and the Miss America Scholarship Fund. It is the responsibilities of each local director to verify that all contestants entered into their local have fulfilled the minimum obligation to Children's Miracle Network Hospitals before said contestant is allowed to compete for local title. To ensure that no contestant in the Local Pageant is charged any additional fees or entry fee or is made to believe intentionally or unintentionally that her eligibility to compete is in any way dependent upon any other financial obligation other than the partnership that MAO has developed with Children's Miracle Network Hospitals.

(S) To furnish the original of the judging ballots and tally sheets to the MOSP office within (10) days following the conclusion of the Local Pageant. The Local Pageant further agrees that scores or placement are not to be disclosed to any titleholder, director, parent, or individual.

(T) To conduct Local Pageant as a not-for-profit entity so that no person or entity associated or affiliated with the State Pageant, Local Pageant and/or Associated Entity shall make a profit due to such association or affiliation, except that State Pageant, Local Pageant and Associated Entity may reimburse its pageants, officers, directors and employees for the actual and reasonable cost of goods and/or services used in connection with State Pageant, Local Pageant and/or Associated Entity and my pay reasonable and necessary salaries for services rendered.

(U) To abide by MAO's policies, as set forth from time to time by MAO, prohibiting all forms of sexual harassment toward all participants in the Miss America system specifically including contestants.

(V) That Local Pageant shall not permit its Local Titleholder or any third party authorized by Local Titleholder, to create, maintain, operate or otherwise be involved with a personal Internet web site if the Local Titleholder is the person the Internet web site highlights as a Local Titleholder, including but not limited to Facebook, MySpace Twitter and other similar blog site(s) without supervision or review by

Local Pageant. This rule is necessary as Local Titleholder will become a public figure such that her personal life will be subject to review and comment by the public which may create misunderstanding and misperceptions which could adversely affect the reputation of the Local Pageant, Local Titleholder, MOSP and/or MAO.

(W) A fee of \$650.00 will be paid to MOSP for the exclusive rights to this License at the time it is granted. This includes the license fee, MAO insurance and the \$50.00 dues to the Oklahoma Local Pageant Directors Association, to be paid on or before August 31, 2014, for this pageant year 2014/15, per execution and acceptance of License Request Form. If not paid on or before August 31, 2014 the license fee will be \$750.00. The license fee includes contestant's picture in the 2015 State Pageant Program Book. The State entry forms & pictures will be submitted as designated. *Please note if fees are higher than allotted within this License Fee agreement an assessment billing will be sent to each local license holder and you agree to pay the difference to MOSP within a thirty-day period of receiving the notification.

This license agreement will be executed and returned to the Miss Oklahoma Pageant, 10026-A South Mingo Rd #287, Tulsa, Oklahoma 74133 within 30 days of receipt. MOSP may revoke this license if not returned within the time allotted.

5. With respect to the selection and qualification of contestants within the license area, Local Pageant further agrees as follows:

(A) A contestant may not compete in Local Final unless she has made application to participate in the Local Pageant, completed a Local Contract and fulfilled the minimum \$100.00 fundraising requirement to support the Children's Miracle Network and the Miss America Scholarship Fund as set by MAO.

(B) A contestant may compete in any State of the United State if she is a bona fide resident of that State and has been a bona fide resident of that State for a period of six months immediately preceding the date of the first preliminary competition of the Local Pageant and has **MAINTAINED** such residence until the State Finals. In order to establish eligibility to compete in the State under, this residency criterion, and a contestant must supply proof of residency consisting of copies of two or more of the following:

1. Current drivers license issued in the State of Competition or current automobile registration issued in the State of competition; or
2. Current voter's registration card or written statement from the applicable State/Local voting registrar of valid current registration in the State of Competition; or
3. Current Lease in the contestant's name of housing in the State of Competition; or
4. Current utility bills in the contestant's name of housing in the State of Competition, or
5. Information sufficient to the State/Local Pageant that the contestant is living in the State of Competition with her parents or legal guardian but attends a college or university out of state; or
6. Most recent federal income tax return showing the State of Competition as the State of residence and the most recent State income tax return filed by resident taxpayers of the State of competition (financial information may be deleted).

The State of Competition has the right to reject information if it feels that the above documentation has not gathered or provided in good faith.

(C) A contestant may compete in a Local, even though not a resident therein where she is and has been a bona fide full-time employee (employed by employer over forty hours per week as verified by employer) for a period of six months immediately preceding the date of the first preliminary competition of the Local Pageant and has maintained such employment until the State Finals, or

(D) A contestant may compete in any State, as a student within the State, if she has successfully completed one semester as a full time student (or two quarters if semesters are not used) as a full time student (minimum 12 credit hours) at a college or university located within the State of competition and is presently a bona fide registered full time student attending classes at a college or university located within the State of competition and it presently a bona fide registered full time student attending classes at a college or university located within the same State of Competition. Further, that no more than six months may have elapsed between the completion of the first semester and the beginning of the second semester as described within this paragraph.

(E) One or more of the requirements set forth in paragraphs (B), (C), and (D) above, must be in existence at the time of the Local Pageant and the State Pageant and, if selected, must remain in effect through conclusion of the State or National finals, as applicable.

(F) It is understood by and between the parties hereto that State Pageant will adopt whatever rules and regulations it deems desirable for its State with respect to the location in each State where each contestant may compete in a Local Pageant.

(G) A contestant is ineligible to compete in another Local Pageant anywhere in the United States in the same year that she has been selected the winner in another Local Pageant (i.e., a contestant may not hold two local titles simultaneously) and is ineligible to compete in the same local Pageant where she has and is ineligible to compete in the same Local Pageant where she had previously been selected the winner in the preceding Local Pageant year.

(H) A contestant shall not have been a previous State Finalist who competed in the National Finals. In each pageant year, a contestant may only compete in one State Final leading into the National Finals of the Miss America Pageant. However, a contestant who has assumed the title and duties of a State Finalist but has never competed in the National Finals must allow a lapse of one year, following her year of service, prior to competing again in a Local Pageant where she is eligible.

(I) A contestant must be eligible to make the representations under oath, which set forth in the "Contestants Contract with the Miss America Organization."

(J) A contestant must be a high school graduate or have successfully completed the G.E.D. testing program for high school equivalency or have successfully completed the academic requirements for entry into a four-year college/university degree program by the July 30th immediately preceding the National Finals in which she will compete.

(K) A contestant shall be a high school Senior and not be less than seventeen years of age on the date of the Local Pageant in which she competes nor more than twenty-four years of age on December 31st of the National Finals in which she will compete (for Miss America 2016).

(L) A contestant must be a citizen of the United States at any time before the commencement of the Local Pageant and must remain such throughout her participation within the program.

(M) A contestant must possess and display talent in accordance with the rules set forth in the Official Guide for Contestants Participating in a Preliminary Pageant. A contestant may be either amateur or professional.

(N) Unless specifically waived in writing by the Miss America Organization, no contestant in either a Local Pageant or a State Pageant shall be eligible to compete if she has endorsed or contracted to endorse any product or services competitive to those products or services sold by the national sponsors of the Miss America Organization within three months prior to the competition and/or is under such contract for endorsement at the time of the competition or thereafter.

(O) State Pageant agrees that it will require all contestants in the State Pageant and shall cause contestants in its Local Pageants to sign a Contestant Contract **PRIOR TO COMPETITION** with the State Pageant and Local Pageant, as appropriate.

(P) Local Pageant acknowledges that it uses MAO's policy that all contestants in the Local or State Pageant including the winner and runners-up thereof will not, during the entire period of their year of service, will not associate with in any way, participate in any way, in the promotion or conduct, or become a contestant or participant, either directly or indirectly, in any other national or international competition of a nature similar to the Miss America Organization competition. This policy includes the participation in any activity, which relates in any aspect, either directly or indirectly, including judging, to any other national or international competition of a nature similar to the Miss America Organization competition.

(Q) With respect to the selection and qualification of contestants within the Licensed Area, Local Pageant agrees to comply with the entry requirements of the MAO and MOSP. To insure a uniform statement of the Contestants Contract requirements using the Contestant's Contract and any Addenda provided by the MOSP. The Local Pageant also agrees to submit timely all required forms pertaining to the Local Titleholder as specified by the MOSP.

(R) A contestant's eligibility to compete shall be subject to review at each level of competition that is entered.

6. Local Pageant agrees as follow with respect to the Local Pageant Finalist and State Pageant agrees as follows with respect to the State Finalist:

(A) To submit a fully completed MOSP Local Certification Winner's Form in its entirety within seven (7) days after the Local Pageant finals are held. The Local Pageant's Executive Director must make sure all forms, photographs, ad pages and materials requested by MOSP by the due dates outlined by the Miss Oklahoma Scholarship Pageant, Inc. The untimely submission of forms may result in probation for the Local Pageant.

(B) State Finalist must enter into the standard Contestant's Contract with MAO and MOP, which contains all fully completed entry forms, birth certificate and notarized transcript complete through her last completed semester of school. To also fulfill the requirement set forth by MAO in regards to the minimum \$250.00 required for the National Service Platform Requirement to be raised by the state level contestant to support the Children's Miracle Network Hospital and the Miss America Scholarship Fund.

(C) To provide the Local Titleholder with a clear understanding of the competition and wardrobe requirements for the State Finals as specified by MOSP and support her in her preparation for this event. This does not mean that the Local Pageant is responsible for purchasing the Titleholder's entire wardrobe but Local Pageant should help with some monetarily assistance and guide her with wardrobe selection.

(D) To submit to MOSP photographs in such amount, size and depiction as MOSP shall require including assignments of certain photographer's rights in the photographs.

(E) To submit the minimum number of four recognition ad pages to the state program book publication by the assigned due date

(F) To secure one or two young girls between the ages of 5-10 to participate in the Oklahoma Stars Mentoring program. The fee does not need to be the responsibility of the Local Pageant.

(G) With respect to the Local Titleholder, Local Pageant agrees to provide transportation and meals for the Local Titleholder to the mandatory MOSP Winter Workshop and Contestant's Day Weekend at date, time, and location as specified by the MOSP.

(H) To provide transportation (if required) and meals during travel to the State Pageant Finals for the Local Titleholder and to provide a minimum of \$50.00 in cash for incidentals in Tulsa. The local pageant further agrees to send a representative to attend the State Pageant and support the Local Titleholder.

(I) To provide a chaperone, preferably Local Pageant's Executive Director, for Local Titleholder on all pageant-related appearances, including Winter Workshop, Contestants' Day weekend and to and from the State Finals.

(J) To insure the Local Titleholder's arrives on time to all required meetings and registration of the State Finals.

General Provision:

(A) (1) It is understood and agreed by and between the parties hereto that this License shall automatically terminate at midnight on June 6, 2015. Local Pageant does hereby recognize and accept the right of MOSP to renew this License Agreement or to fail to renew same with or without good cause.

(2) In the event MOSP fails to renew Local Pageant's License, MOSP shall send written notice to that effect to State Pageant on or before September 1, 2014. Notwithstanding the foregoing, MOSP will not consider renewal of this License unless and until all require paperwork and documentation is submitted to it. The Local Pageant shall have ten days after receipt of such written notice to respond thereto either in writing or, at its option, in the form of a hearing before the Executive Committee of the Miss Oklahoma Pageant. It is understood and agreed, however, that the decision of the Executive Committee of the Miss Oklahoma Scholarship Pageant shall be final and binding upon Local Pageant and that Local Pageant shall have no further rights of appeal of MOSP's determination not to renew the Local Pageant's License. It is further understood and agreed that commencing immediately upon MOSP's notification to the Local Pageant of MOSP's non-renewal of Local Pageant's License, Local Pageant shall immediately cease and desist holding itself out as an Official License of MOSP & MAO and shall be prohibited from utilizing any stationary, business cards, signs, banners and other materials, if any, which utilize the name or mark of Local/State Pageant, Miss America, The Miss America Pageant and/or The Miss America Organization nor shall State Pageant continue to conduct Local Pageant, oversee Local Pageants, oversee its Operating Bank Accounts except to pay debts previously incurred in good faith, or its Scholarship Bank Account or in any way assume the duties or obligations of an official Local Pageant after termination, notwithstanding whether Local Pageant had exercised its right to respond to the non-renewal as set forth in this Paragraph 7(A), unless specifically waived in writing by MAO.

(B) This License may not be terminated by either party during the License period without good cause and only then by sending written notice to the other party no less than thirty days before the anticipated termination date setting forth in detail the reasons for the decision to terminate this License agreement. Any dispute occurring or arising as a result of this Paragraph shall be resolved among all parties involved with outside help if needed. In the event that Local Pageant's License is terminated by MOSP, Local Pageant shall immediately cease and desist holding itself out as a License of MOSP/MAO and shall be prohibited from utilizing any stationary, business cards, signs, banners and other materials, if any, which utilize the name or mark of Local/State Pageant, The Local or State Representative, Miss America, The Miss America Pageant and/or the Miss America Organization, nor shall State Pageant continue to conduct State Pageant, oversee Local Pageants, oversee it Operating Bank Account except to pay debts previously incurred in good faith, or its Scholarship Bank Account or in any way assume the

duties or obligations of an official Local Pageant after the termination date notwithstanding the pendency of any dispute resolution procedure as set forth by the Miss America Organization, unless specifically waived in writing by MAO.

(C) Local Pageant and/or Associated Entity shall deposit all Scholarship Funds in an appropriate appropriate segregated Scholarship Bank Account which is specifically designated on documents filed with the bank and/or brokerage entity to be paid over to a successor Licensee should there be one, or if note to MOSP, a copy of which documents shall be sent to the MOSP in the form annexed hereto as Rider "B" subject to the provisions of Paragraph 7(M), below. Local Pageant and/or Associated Entity herewith further expressly consent to the submission to MAO/MOSP, of an audited statement prepared at Local Pageant's and/or Associated Entity's expense which sets forth the amount, location and distribution of the scholarship funds, the other funds of Local Pageant and/or Associated Entity including operating account(s), an accounts payable and receivable statement and or Scholarship Bank Account referred to in this paragraph.

(D) This Agreement may not be assigned by Local Pageant to any person, persons, or entity, nor can Local Pageant delegate to any other person, persons, or entity the rights and privileges herein granted or the responsibilities hereby undertaken; within the Licensed area in accordance with the rules, regulations and standards set forth herein.

(E) No person other than a Judge, Emcee, Producer or cast member may serve in any capacity in either a Local or State Pageant unless that person is a resident or is employed in the State to which the Miss America License has been given or is a resident or employed in a State contiguous to the State which the License has been given.

(F) No Person shall serve as a judge, a State/Local Board member or an Associated State/Local Board member in any Local State or National Pageant who has or intends to provide for profit or otherwise any product or service directly or indirectly to or for any potential or actual contestant in any Local or State Pageant. Paragraph (G) additionally applies to the spouse of any applicable individuals.

(G) It is hereby understood and agreed that MAO/MOSP reserves the right at any time to change, amend, or eliminate any rules or policies including, but not limited to, the rules set forth in this agreement, pertaining to production requirements, administrative procedures and/or rules and policies which MOSP determines to be reasonably necessary for the general welfare of MAO, State Pageant and/or Local Pageants.

(H) The terms and conditions of this License Agreement are necessary in order to give every contestant throughout the United States an equal opportunity to compete for the title of Miss America and the parties hereto recognize and agree that Local Pageant, State Pageant, and MAO are three independent organizations and that no agency, partnership or joint venture relationship is created by the provisions of this License Agreement.

(I) All controversies or claims arising out of relating to this Agreement or the breach thereof shall be submitted to binding arbitration in accordance with the rules of the America Arbitration Association held in Tulsa, Oklahoma. Both parties agree to be bound by the decision of said arbitrator, that they have no right to appeal the arbitrator's decision and that the judgment of the arbitrator may be entered in any court of competent jurisdiction.

(K) Waiver or failure of enforcement of any provision hereof on anyone occasion shall not be deemed to constitute a waiver of enforcement of said provision in the future. This License Agreement constitutes the entire agreement between the parties and it cannot be changed or altered except by a writing signed by both parties. The parties agree that this contract shall be construed under and in accordance with the laws of the State of Oklahoma, County of Tulsa.

(L) In the event of termination of the License of Local Pageant, Local Pageant and Associated Entity shall comply with the provisions of Paragraph 7(B) and (C) as applicable and shall turn over Local Pageant and Associated Entity's Scholarship Bank Account, (including scholarship funds raised in the name of Miss Local and scholarship funds designated as payable), other funds and assets (including, but not limited to sets, props, office equipment, stationary, et.) after the payment of all debts previously contracted for and incurred in good faith (or, transfer such other funds and assets and debts, to the limit of the funds and assets transferred only) and shall assign all state and/or federal trademarks of Local Pageant and/or associated entity, to a successor Licensee, if there should be one, or if none to MOSP.

(M) In the event of termination or non-renewal of the License of the Local Pageant, or State Pageant and Associated Entity shall use their best effort to support the state finalist until an orderly transition of her affairs can be completed with the successor Licensee and shall take no action to prevent the local finalist from fulfilling her obligations or to stop sponsors from continuing their patronage.

(N) Local Pageant and/or Associated Entity shall, as requested, with reasonable prior notice at any time when the License remains in effect or after termination or non-renewal, provide MOSP/MAO with a full and complete accounting of its operations for such period of time, but not in excess of three (3) years as shall precede the request, as shall be requested.

(O) Local Pageant and Associated Entity, as applicable, represent MOSP and to the contestants competing in Local Pageant that it or they have at the time of the award, sufficient funds with which to pay all scholarships granted and will maintain funds sufficient to pay all scholarships which have been previously granted and which are still considered to be due and payable. Local and Associated Entity acknowledge and agree that such representation and warranty is a material inducement to the making of this Agreement. A COPY OF THIS ACKNOWLEDGMENT IS ATTACHED AS EXHIBIT "C".

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2014.

WITNESS/ATTEST (By Secretary MISS _____
LOCAL PAGEANT/LICENSE HOLDER

Secretary of Local Pageant BY: _____
President

WITNESS/ATTEST (by Secretary _____ ASSOCIATED ENTITY (IF ANY)
If incorporated) BY: _____

ATTEST:

Secretary of The Miss Oklahoma Chairman, President or Executive Director
Scholarship Pageant Miss Oklahoma Scholarship Pageant

RIDER “B”

(A) The Name of the corporation shall be _____

(B) The name of this corporation is subject the Miss Oklahoma Scholarship Pageant, Inc. License and is owned by the Miss Oklahoma Scholarship Pageant which has all rights and proprietorship in and to the names and marks Miss _____ and “Miss Oklahoma,” “Miss Oklahoma Pageant: and “Miss Oklahoma Organization.”

(C) The continued use of the name of this corporation is dependent upon the Miss Oklahoma License authorizing this corporation to conduct Pageant activities within this State, and should the said License be granted at some future time to some other person firm or corporation or for any reason other than the mere termination of the License period, be not granted to this corporation, then the Miss _____ portion of the corporation name shall be the terms of this document cease to exist and be automatically deleted there from and this document shall be amended within 60 days after receipt of written notice to the Board of Directors by the Miss Oklahoma Pageant to reflect a new corporate name. In such event, the continued use of Miss _____ in the corporate name shall be ultra vires and unlawful.

(D) If the corporate name is amended during the sixty-day period referred to above, then, in that event, Jack Cooper, President of the Miss Oklahoma Pageant or his successor is hereby appointed the agent of this corporation with power of attorney to do whatever is necessary and to sin whatever documents are necessary to effect the deletion of the Miss _____ from the corporate name in accordance with the terms of this paragraph.

The Miss America Organization requires that each Local Pageant maintain a separate bank or brokerage account for all funds collected for the purpose of the granting of scholarships to contestants.

Each Local Pageant and/or Associated Entity agree that these scholarship funds, including interest and reserves will be transferred to any successor Licensee, or in the absence of a successor Licensee, to the Miss America Organization or the Miss Oklahoma Pageant in the event that Local Pageant’s License is terminated for any reason.

(SCHOLARSHIP ACCOUNT #1)

The scholarship account for the Miss _____ Pageant is currently maintained at:

NAME OF BANK OR BROKERAGE: _____

PERSON TO CONTACT (if any): _____

ADDRESS: _____

STATE/ZIP: _____

ACCOUNT # _____

The officers and signatories of this account expressly agree that all funds in this account including interest and reserves are to be transferred to the successor Licensee should, one be designated, by the Miss Oklahoma Pageant or, if none, to the Miss America Organization. The Miss Oklahoma Pageant will notify the above-named bank or brokerage if there is a change in the Licensee for the Local of _____.

Signatory

Officer

Signatory

Officer

Signatory

Officer

Completed by: (print name) _____

Dated: _____

(OPERATING ACCOUNT #1)

NAME OF BANK OR BROKERAGE: _____

PERSON TO CONTACT (if any): _____

ADDRESS: _____

STATE/ZIP: _____

ACCOUNT # _____

The officers and signatories of this account expressly agree that all funds in this account including interest and reserves are to be transferred to the successor Licensee should, one be designated, by the Miss Oklahoma Pageant or, if none, to the Miss America Organization. The Miss Oklahoma Pageant will notify the above-named bank or brokerage if there is a change in the Licensee for the Local of _____.

Signatory

Officer

Signatory

Officer

Signatory

Officer

Completed by: (print name) _____

Dated: _____

EXHIBIT "C"

SCHOLARSHIP FUNDS FORMS

STATE ORGANIZATION SCHOLARSHIP FUND AFFIDAVIT

I, _____, of due age, being duly sworn upon my oath, depose and say:

1. I am the Executive Director/President of _____, an official state organization of the Miss America Organization. State Organization

2. State Organization represents and warrants that State Organization and/or its Affiliated Entities (as defined in the State Organization Agreement) have set aside scholarships in the amount set forth below to be awarded at this year's finals of the State Competition, and that such amount is no less than the amount disclosed as available to be awarded to participants in the State Competition finals as set forth in the State Organization's scholarship materials.

3. In the event the winner of the finals of the State Competition or one of the runners-up relinquishes her title, State Organization (check one) will will not permit the runner-up in such instance to succeed to the scholarships and awards which are applicable to the vacated position. State Organization agrees that it will announce this policy to all interested parties prior to competition.

4. I understand that the statements contained in this Affidavit are being relied upon by the Miss America Organization and that if such statements are willfully false, that the State Organization and I are subject to prosecution and to all further remedies available to the Miss America Organization as set forth in the State Organization Agreement.

Name of Organization

By: _____
Name Date

Title

Total Cash Scholarship Funds Currently Set Aside: \$ _____

Total Existing Cash Scholarship Liability (Open Balance) \$ _____

Total Scholarship Funds Published as Available for Award: \$ _____

Repository of Scholarship Accounts – List each Bank Name, Account Number and Amount:

	<u>Bank/Institution</u>	<u>Account #</u>	<u>Amount</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

MISS OKLAHOMA SCHOLARSHIP PAGEANT, INC.
ADDENDUM TO LOCAL PAGEANT LICENSE AGREEMENT

An exception to the third party rule will be made to allow deaf or hearing impaired contestants who compete on the local, state, and national level in the Miss America Pageant program to use a sign language interpreter in the interview portion only of the competition if the contestant certifies in writing under penalty of perjury that (a) she is either deaf or hearing impaired, (b) she has used a sign language interpreter in the past in some aspect of her everyday life (e.g., school or work), and (c) she needs a sign language interpreter to compete in the competition. The foregoing certification is in lieu of requiring the contestant the contestant to provide an audiogram to pageant officials. The pageant will select five interpreters from the National Registry of Interpreters for the Deaf or from some other similarly qualified organization, which reside within a reasonable distance from the site of the Pageant. The contestant may select one interpreter from the five interpreters referenced above. The interpreter selected by the contestant may be an acquaintance or someone that she has used before.

CERTIFICATION

STATE OF _____
COUNTY OF _____

I _____ request the use of an interpreter during the Miss _____ Pageant (“Pageant”) which will be held on _____.

I do certify under penalty of perjury that I am either deaf or hearing impaired, that I have used a sign language interpreter in the past in some aspect of my everyday life and that I require a sign language interpreter to compete in the Pageant competition. I understand that I may use a sign language interpreter during the interview portion only.

I understand that the time for the judges’ interview shall be the same as for all other contestants who are competing in the Pageant.

DATE: _____ BY: _____
(Contestant Signature)