

Miss Rodeo Florida 2011

CONTRACT

THIS AGREEMENT made and executed on this the _____ of _____ 2010 by and between Miss Rodeo Florida Association, Inc, (hereafter referred to as "MRFA, Inc") a private, not-for-profit (501C4) Florida corporation, and _____ of _____, Florida, Miss Rodeo Florida 2011, hereafter referred to as "MRF 2011".

WITNESSETH:

WHEREAS, MRFA, Inc holds all property rights to the title "Miss Rodeo Florida", and

Whereas, MRF 2010 is the winner of the Miss Rodeo Florida Pageant for the year 2011, and

NOW AND THEREFORE, for and in consideration of the mutual promises set forth herein, the mutual benefits derived here from, 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. Miss Rodeo Florida Title: MRFA, Inc, does for the term of this agreement and subject to all terms and conditions hereof, grant upon MRF 2011 the exclusive title of "Miss Rodeo Florida", the same to be used in conjunction with MRF 2011 name; provided, however, MRFA, Inc, reserves unto itself
 - a) Any and all right, title, and ownership of the registered name "Miss Rodeo Florida",
 - b) The registered logo therefore,
 - c) All tangible and intangible property 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 Florida Pageant the use of the title "Miss Rodeo Florida (year of title) and/or "former Miss Rodeo Florida", said use being granted to MRF 2011 for all years subsequent to the term of this agreement but subject to the terms and conditions hereof.
2. Duties of MRF: During the term of this agreement and subject to all terms and conditions hereof, MRF 2011 shall
 - d) MRF 2011 shall work under the direction of the MRFA, Inc. National Director, hereinafter called "National Director" who is MRF 2011's liaison to Miss Rodeo America, Inc., and MRFA, Inc. MRF 2011 will coordinate with the National Director to schedule appearances, travel itinerary, accommodations, promotional activities, MRA and MRF pageants, and other duties during her reign. MRFA, Inc., may appoint an "Appearance Coordinator" to work jointly with the National Director for Appearance Purposes.
 - e) 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 MRFA, Inc, pursuant to paragraph 3 below.
 - f) Execute and deliver any and all contracts, agreements, releases, advertisements, authorizations, endorsements, and/or other documents and/or designated by MRFA, Inc, incident to subparagraph 2(d), and/or as shall be necessary to MRFA, Inc.'s performance of and

accomplishment of the exclusive agency for MRF 2011 as set forth within paragraph 3 hereof, and/or as shall be incident to promotion of the title of Miss Rodeo Florida, and/or the general benefit and promotion of the Miss Rodeo Florida Assoc. Inc., all with or without income to MRF 2011.

- g) Authorize and permit taking, creation, publication, distribution, reproduction, and use of photographs, recordings, televised and/or broadcasted appearances, likenesses and/or images of MRF 2011 incident to those to subparagraphs 2(d) and/or 2(e) above and/or as approved and directed by MRFA, Inc, pursuant to paragraph 3 below.
 - h) Appear in appropriate western apparel, and accouterments of the title Miss Rodeo Florida to include but not be limited to Western cowboy hat, crown, banner, boots (MRF MUST wear western dress boots anytime she is a dress or skirt), MRF trophy buckle, etc. In addition MRF 2011 must have all of her clothing clean and pressed (jeans must be starched) in all instances being subject of subparagraphs 2(d), 2(e) and/or 2(f) above and/or as approved and directed by MRFA, Inc, pursuant to paragraph 3 below. (*See Qualifications and Standards of Conduct paragraph 15.*)
 - i) At all times in her public and private life, act to promote the best interest and welfare of MRFA, Inc, the Miss Rodeo Florida Pageant and the title of Miss Rodeo Florida.
 - j) Less and except as authorized in subparagraphs 2(d), 2(e), 2(f), and/or 2(g) above and as directed by MRFA, Inc, pursuant to paragraph 3 below, MRF 2011 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 Miss Rodeo Florida and/or permit any third party to perform and act and/or occurrence set forth above and/or otherwise set forth within paragraph 3 below.
 - k) Permit any third person to advertise, announce, or make known, directly or indirectly, to include but not to be limited to, advertisement, press notices and/or releases and/or communications of any kind and/or character that Miss Rodeo Florida will appear and/or act less and except as previously approved by MRFA, Inc, all with or without compensation to MRF 2011.
3. Exclusive Agent: During the term of this agreement, MRF 2011 does hereby appoint, contract with and otherwise designate MRFA, Inc, 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 Florida when in associated with MRF 2011, irrespective of whether with or without compensation; and/or contract for fees in the performance of those acts set forth within paragraph 2 above, if any.
4. Term: The term of this agreement shall be from the day this contract is signed through December 31st of the year of Miss Rodeo Florida's reign, at which time this agreement shall cease and terminate. Miss Rodeo Florida's official reign shall be for the term of 1 (one) year, from January 1 - December 31, immediately following Pageant year.
5. Conditions Precedent: The following are declared to be conditions precedent to this agreement and if any one or more of the same shall fail, this agreement may at the sole and exclusive opinion of MRFA, Inc, be declared null and void, said conditions precedent being as follows:
- l) MRF 2011 shall have met and complied with all terms, rules, regulations, qualifications, and conditions of the Miss Rodeo Florida Pageant, including but not limited to; never have been convicted of a crime of moral turpitude, never been married or pregnant, be a natural born female, shall have obtained the age of 19 years but shall not have obtained the age of 25 years as of December 31st of Pageant year, and never have competed in the Miss Rodeo America Pageant.
 - m) MRF 2011 shall have been selected Miss Rodeo Florida in the applicable year of the Miss Rodeo Florida Pageant.
 - n) MRF 2011 shall execute and deliver this Agreement
 - o) MRF 2011 shall not have heretofore authorized, assigned to, contracted with any person, firm, corporation and/or entity the right to use her name, photograph, and/or to appear for purposes of

- endorsement and/or advertisement and/or promotion of any commercial product or service,
- p) MRF 2011 is not under any contract, agreement, understanding, and/or other obligation to any third party with respect to the title of Miss Rodeo Florida nor has MRF 2011 entered and/or promised to enter any contract, agreement, understanding, and/or other obligation to any third party which would allow the use of the title Miss Rodeo Florida to be used in the future and/or would prevent, limit and/or obligate MRF 2011 with respect to the full and complete performance of paragraphs 2 and/or 3 above together with all subparagraphs thereof.
 - q) If MRF 2011 should receive an Educational Scholarship, she has 1 year beginning in January of the year following her reign to use her Educational Scholarship Funds. Recipients must carry at least 12 credit hours per term, and must maintain a grade point average of at least 2.0. Proof of credit hours carried and grade point average must be supplied to the MRFA, Inc.
 - r) If MRF 2011 should receive a donated fur garment and has objections to the donated fur garment, she shall state so now and shall not accept the donated garment. If however, she accepts the fur garment, she shall never publicly denounce the use or harvesting of fur bearing animals.
 - s) MRF 2011 shall be required to travel to scheduled appearances, as determined by MRFA, Inc
 - s) If MRF 2011 should receive the use of a truck and/or horse trailer for her term, MRF 2011 shall purchase insurance coverage of those vehicles, including full property damage, collision and liability coverage, and shall name MRFA, Inc, as additional insured's and shall provide copies of such contract to MFR Assoc., Inc.
 - t) MRF 2011 shall maintain personal health insurance and automobile liability insurance.
 - u) MRF 2011 understands that any and all funds donated, given or awarded to her shall be turned over to the MRFA, Inc. The monies will then be distributed into MRF's budget as the MRFA, Inc, Board of Directors sees fit. MRF 2011 may only expense items that are essential to her duties as MRF. Everyday items will not be reimbursed, for example shampoo, hairspray, snacks, etc. will not be reimbursed.
 - v) MRF 2011 will submit expense reports along with receipts to the MRFA, Inc, National Director no later than 30 days after the expense was incurred. If there are still funds available then MRF 2011 will be reimbursed for approved funds. Any expenses turned in over 30 days after the expense was incurred will not be paid. The MRFA, Inc. may approve expenses received after 30 days if MRF 2011 petitions for said approval.
 - w) MRF 2011 shall turn in monies and donations raised at her Coronation Banquet and will be reimbursed for expenses by MRFA, Inc, (which will be taken out of the profits MRF 2011 has made.) MRF 2011 shall turn in said monies, donations and expenses in an organized and timely manner.
 - x) MRF 2011 is required to send thank you notes to all host families, sponsors and others who help her during her year.
 - y) MRF 2011 is advised and expected to follow advice from the National Director on her clothing choices and styles, and overall appearance.
 - z) MRF 2011 agrees to be sent to classes or clinics. Suggestions and instruction on make-up, hair, walking, talking, manners, personality, horsemanship and general overall training may be given. MRF 2011 will take this in good faith and understand that none of it is personal, those helping her are only acting in her best interest.
 - aa) MRF 2011 agrees that this Contract shall solely and exclusively determine MRF 2011's rights and responsibilities during the term of her reign. In the event of any occurrence or situation arising from any personal acts that MRF 2011 performs during her reign, which is not specifically covered in this contract, which in the opinion of the MRFA, Inc, Board of Directors jeopardizes or threatens the reputation of the public standings of the title and office of MRF, the MRFA, Inc, Board of Directors may take whatever action they deem appropriate, including the remedies herein specified,

- bb) MRF 2011 shall hold a "Coronation" between January 1 and March 31 during the year of her reign, unless otherwise approved by MRFA, Inc. This event may be held anywhere in Florida, MRF's hometown is recommended. Proceeds from this event will be used to fund MRF's year. MRF 2011 and her family may solicit sponsors for this event, but may not solicit any sponsor previously committed to MRFA, Inc. MRF 2011 shall send invitations to official sponsors, MRFA, Inc., and others no fewer than three weeks in advance of the Coronation. See also section 5 paragraphs U.
 - cc) If MRF 2011 fails to attend the Miss Rodeo America Pageant and such failure is caused by her own violation, MRF 2011 shall reimburse MRFA, Inc, all amounts expended on her behalf if such demand is made by MRFA, Inc This shall include, but not be limited to, the required fees for participation at the Miss Rodeo America Pageant and any sponsorship or awards she may have received during her reign.
 - dd) MRF 2011 shall return all traveling items, and items owned by MRFA, Inc, to the MRFA, Inc, National Director no later than December 31 after her return from The Miss Rodeo America Pageant. All items must be returned cleaned and undamaged. The association reserves the right to demand payment from MRF 2011 if it is necessary to repair or clean such items.
 - ee) MRF 2011 understands that she must follow the timeline set forth by MRFA, Inc
6. The following are declared to be conditions subsequent to this agreement and if any one or more of the same shall fail, this agreement shall may at the sole and exclusive opinion of Miss Rodeo Florida Assoc., Inc., be declared null and void, said conditions subsequent being as follows:
- ff) MRF 2011 shall not partake of or use tobacco products, alcoholic beverages, illegal or illicit narcotics or drugs or any addictive substance in public view when she can be identified as MRF 2011.
 - gg) MRF 2011 shall not be pregnant and/or married at any time during the term of this agreement or prior to signing this agreement.
 - hh) MRF 2011 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.
 - ii) MRF 2011 shall not compete in and/or otherwise participate in any other beauty and/or talent contest, pageant and/or activity.
 - jj) MRF 2011 shall not contract with any third person for the accomplishment of any act set forth within sub-paragraphs 2 (d), 2(e), and/or 3 above during the term of this agreement,
7. Rules and Regulations Relating to MRF: The parties do agree that MRFA, Inc., may during the term of this agreement, with and/or without cause, create and prescribe rules and regulations under which MRF 2011 shall conduct herself. At all times during the term of this agreement, MRF 2011 shall upon notification from MRFA, Inc, be accompanied and chaperoned by a Member of the Board of Directors or a representative of MRFA, Inc, the same to be the sole person to accompany MRF 2011 during services by MRF 2011 pursuant to this agreement unless otherwise previously agreed to in writing by MRFA, Inc
8. Exclusive Control: MRFA, Inc, 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 (a) photographs, recordings, televised and/or recorded and/or broadcasted appearances of MRF 2011 as shall occur during the term of this agreement, and (b) the trademark of Miss Rodeo Florida and the registered logo thereof.
9. 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 failure and the other party to be in default upon the terms and conditions hereof. Notwithstanding the terms of paragraphs 6 and/or 7 above and not by way of waiver thereof, upon the failure of any condition precedent and/or subsequent, MRFA, Inc, may either elect to declare this agreement null and void, or declare MRFA,

Inc, 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 MRFA, Inc, shall be entitled:

kk) To remove the title of Miss Rodeo Florida from MRF 2011,

ll) Upon demand, to the immediate delivery and right of possession from MRF 2011 of any and all accouterments incident to the title of Miss Rodeo Florida and/or being the winner of the Miss Rodeo Florida Pageant,

mm) An amount equal to any and all cash, consideration, property, uses and/or benefits awarded to MRF 2011 from the time of winning the Miss Rodeo Florida 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 Miss Rodeo Florida Assoc., Inc., upon MRF 2011'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, MRFA, Inc, hereby waives and releases any and all other rights, claims and/or actions as against MRF 2011 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 Florida" and/or to recover all accouterments associated therewith.

Upon the voiding of this agreement by MRFA, Inc, MRF 2011 will not be entitled to retain prizes, scholarships, monies, awards, etc., previously awarded to her, and the title of Miss Rodeo Florida shall be returned to MRFA, Inc.

10. Non-waiver: MRFA, Inc.'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.
11. Non-assignment: This agreement shall not be assignable and/or transferable to any third party hereto without the prior written agreement of the non-assigning party. Any such assignment without the prior written consent of the non-assigning party shall be void.
12. Entire agreement: This agreement constitutes the entire agreement between 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.
13. Release and Indemnity by MRF: MRF 2011 does release and hold MRFA, Inc, and the Miss Rodeo Florida 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, MRF 2011's appearance and/or participation in the any and all acts arising under paragraph 2 and 3 above and all subparagraphs thereof, the Miss Rodeo Florida Pageant, its programs, activities and/or functions. MRF 2011 undersigned does acknowledge that she is familiar with equestrian and rodeo sports and activities and that the same are inherently dangerous to her. The undersigned further acknowledges that MRFA, Inc, and the Miss Rodeo Florida 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 MRF 2011. 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.
14. Applicable Law: This agreement shall be interpreted and enforced under the laws of the State of Florida. The parties agree hereto that this agreement is made and executed within the State of Florida.

15. Attorney Fees and Costs: If and in the event that this agreement shall be enforced on a court of law and/or equity, MRFA, Inc, shall be entitled to a reasonable attorney's fee and all costs incurred in the action.
16. Binding Agreement: This agreement shall be binding upon all heirs, assigns, successors, and trustees, receivers, legally appointed guardians, administrators, executors and personal representatives of MRF 2011, MRFA, Inc, and the Miss Rodeo Florida Pageant.
17. The Miss Rodeo Florida Pageant Rule Book, Qualifications and Standards of Conduct and other pageant documents shall be an addendum to this Agreement.
18. The Miss Rodeo Florida Budget shall be an addendum to this Agreement.

By signing below all parties agree to uphold the terms and conditions of this contract:

Miss Rodeo Florida 2011 (Social Security #)	Date
National Director, MRFA, Inc	Date
President, MRFA, Inc.	Date

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

[Seal]

Signature of Notary Public

Distribution: Original/Permanent file of Miss Rodeo Florida Assoc, Inc.
 Copy/ Miss Rodeo Florida Assoc, Inc - National Director
 Copy/ Miss Rodeo Florida Assoc, Inc - President
 Copy/ Miss Rodeo Florida 2011