

MISS RODEO USA
PERSONAL SERVICES CONTRACT FOR MISS RODEO USA

This Agreement is hereby made and entered this ____ day of January, 20____, by and between the Miss Rodeo USA organization (“MRUSA”) and _____ (“Representative”). The parties hereto understand and agree as follows:

Terms and Conditions

1. Definitions:

- (a) “Image” shall refer to the name, voice, image, appearance, signature, or likeness, or photograph (collectively referred to as “Image”) of Representative.
- (b) “MRUSA” shall refer to the Miss Rodeo USA organization.
- (c) “IPRA” shall refer to the International Pro Rodeo Association.
- (d) The Miss Rodeo USA name and logo are the registered property of the IPRA and shall not be used by the Representative in any manner without the full authorization of either the IPRA or MRUSA.
- (e) “National Pageant” shall refer to the annual Miss Rodeo USA Pageant conducted by MRUSA.
- (f) “Public Appearances” shall refer to any public appearance, event, or function where Representative is requested to appear or appears as Miss Rodeo USA. “Public Appearances” include, but are not limited to: public appearances, interviews with the press and the public, public speeches, public photographs or photographs for advertising, marketing or publicity purposes, any video and/or sound recordings for advertising, marketing or publicity purposes, television and/or radio broadcasts (whether live or taped or otherwise recorded), marketing events, promotional events, rodeo events, Internet broadcasts or similar electronic media events or recordings, and such other events or in route to or from, as may be designated by MRUSA or the IPRA.
- (g) “Representative” shall refer to the person identified above as the “Representative.”

2. Representations:

- (a) Representative has participated in the National Pageant conducted by MRUSA for the Pageant Year indicated above. Representative was selected as the winner of that National Pageant, in accordance with the rules and regulations for the MRUSA National Pageant.
- (b) As the winner of the National Pageant, upon full compliance with the Rules and Regulations of MRUSA for the National Pageant, and upon execution of this agreement Representative is eligible to receive the title of Miss Rodeo USA and to use that title during the term of this agreement.
- (c) MRUSA desires to award such title to Representative and to have Representative represent MRUSA/IPRA for the term of this agreement, to have Representative perform services as Miss Rodeo USA, to perform the services set forth in this agreement, and such other services as the parties may agree during the term of this agreement.
- (d) Representative desires to receive the title of Miss Rodeo USA for the term of this agreement to represent MRUSA/IPRA in accordance with the terms of this agreement, to perform the services as Miss Rodeo USA for the term of this agreement, including the

services set forth in this agreement and such other services as the parties may agree, in accordance with the terms of this agreement.

3. Appointment of Representative:

MRUSA has selected and hereby appoints Representative to represent MRUSA at such functions and public appearances as MRUSA/IPRA may specify, and to generally promote the MRUSA/IPRA and the sport of Rodeo during the term of this agreement, and subject to the term set forth in this agreement.

4. Granting of Title of "Miss Rodeo USA"

- a. MRUSA and the IPRA grant Representative the authority to use the title "MISS RODEO USA" during the term of this agreement.
- b. Upon Representative's full performance of this agreement, and then after termination of this agreement Representative may continue to use the designation "Former MISS RODEO USA" or "MISS RODEO USA [Pageant Year]" (e.g. "MISS RODEO USA 2011") on resumes, historical or biographical information or the like; provided such designation is used in a truthful manner and it is clear from such usage that Representative is no longer actively representing MRUSA/IPRA.
- c. Notwithstanding the foregoing, MRUSA reserves the rights to: (i) allow the runner up or first alternate selected at the National Pageant (or other such alternate) to use the designation "MISS RODEO USA RUNNER UP" or "FIRST ALTERNATE MISS RODEO USA" or a similar designation, should they request her to appear at any function on behalf of MRUSA, such as in the event of temporary illness or unavailability of Representative, or in the event of scheduling conflicts, or such other reason in MRUSA's sole discretion.

5. Duties of Representative:

- a. Representative shall appear at such time and place for the purpose of Public Appearances, as MRUSA/IPRA shall direct, and shall, to the extent appropriate to such Public Appearance, participate in the public appearance, including giving interviews, and generally promote the goals of MRUSA/IPRA and the sport of Rodeo, consistent with the reasonable instructions and directions of MRUSA/IPRA.
- b. Representative shall appear and participate in the National Pageant for the year following her selection as Miss Rodeo USA at the discretion of MRUSA/IPRA. If requested to appear, Representative will preside as the reigning Miss Rodeo USA at such National Pageant, until such time as her successor is chosen at the National Pageant or by such other manner designated by MRUSA/IPRA. At the discretion of MRUSA/IPRA, the Representative shall fully participate in National Pageant, until the conclusion of the Pageant and until the conclusion of the International Finals Rodeo and any other function directed by MRUSA or the IPRA during the term of this agreement. She shall also participate in and perform such other functions at the National Pageant and the IFR, or in the preparations for the National Pageant and the IFR as MRUSA may reasonably

direct. Notwithstanding the foregoing, MRUSA at its option and in its sole discretion, may restrict or limit Representative's involvement in the National Pageant or the International Finals Rodeo.

- c. Representative shall execute and deliver any and all contracts, agreements, releases, authorizations, endorsements, or other documents necessary or appropriate to perform the obligations set forth in this agreement.
- d. Representative shall authorize and permit the recording, creation, use, and reproduction in any format or manner of Representative's Image in any format during the term of this agreement (i) in any manner by or for the benefit of MRUSA/IPRA, (ii) at any Public Appearance authorized by MRUSA, (iii) in any manner to advertise, market, promote or publicize MRUSA, any event conducted by or sponsored by MRUSA or any Public Appearance, or (iv) in any other manner authorized by MRUSA during the term of this agreement. In addition MRUSA/IPRA shall have the perpetual right to authorize the reproduction, after the termination of this agreement, of any material incorporating Representative's Image prepared or used during the term of this agreement. MRUSA/IPRA or anyone authorized by it shall also have the right to reasonably edit the appearance of Representative's Image to the extent necessary or appropriate in its reasonable judgment to all for the efficient publication, reproduction or distribution of any materials containing Representative's Image.
- e. When making Public Appearances, and upon the request or directions of MRUSA/IPRA, Representative shall appear in appropriate western apparel consistent with the title Miss Rodeo USA, including, but not limited to crown and banner.
- f. Representative agrees that MRUSA shall have the sole authority to designate my chaperone and/or traveling companion while I am engaged in any activity relating to Representatives duties as Miss Rodeo USA.
- g. Representative shall act at all times in manner to promote the best interests of MRUSA/IPRA and the National Pageant. Representative shall not do anything that will or is reasonably likely to cause harm or damage to the goodwill and reputation of MRUSA/IPRA or the National Pageant.
- h. Representative represents and warrants that she meets and at all times during the term of this agreement shall continue to meet all of the eligibility requirements for Miss Rodeo USA. A copy of the eligibility requirements are attached as Exhibit A to this agreement.
- i. Representative represents and warrants that she will abide by the Miss Rodeo USA Handbook at all times and that failure to do so could result in an immediate breach of this Agreement.

6. Exclusive Agent:

Representative appoints MRUSA/IPRA as her exclusive agent for the purpose of

soliciting, negotiating, and contracting for Public Appearances, sponsorships, and other agreements for Representative during the term of this agreement.

7. Independent Contractor/Limitations of Authority:

- a. Representative at all times is and shall remain an independent contractor providing services to MRUSA/IPRA pursuant to the terms of this agreement. Nothing in this agreement shall make Representative an employee of MRUSA/IPRA, nor an agent of MRUSA/IPRA for any purpose other than performing the obligations set forth in this agreement.
- b. Representative is appointed to represent the MRUSA/IPRA only in the manner authorized by this agreement. Representative is not authorized to represent MRUSA/IPRA in any manner other than as expressly authorized by this agreement. Nothing in this agreement shall serve to appoint Representative as an agent of MRUSA/IPRA for any purposes other than as expressly authorized in this agreement. Representative shall have no authority to enter into any agreements on behalf of MRUSA/IPRA or to bind MRUSA/IPRA in any transaction whatsoever; except only as expressly authorized in writing otherwise.

8. Obligations of MRUSA:

- a. MRUSA shall use reasonable commercial efforts to obtain Public Appearances for Representative and to obtain appropriate compensation for those Public Appearances. Representative is to be compensated as set forth in the Rules of the IPRA, unless agreed and approved otherwise by the IPRA or MRUSA.
- b. MRUSA shall use reasonable commercial efforts, consistent with its reasonable business judgment, to conduct the National Pageant, to promote the sport of Rodeo, and to publicize and promote the services of Representative for the promotion of the National Pageant and the sport of Rodeo, and the promotion of related activities.
- c. MRUSA shall use reasonable commercial efforts to have Representative promote the sport of rodeo in the United States and elsewhere.
- d. During the term of this agreement and subject to Representative's full compliance with the terms of this agreement, MRUSA agrees that it shall not designate any other person the right to use the title "MISS RODEO USA," until Representative's successor is chosen at the next annual National Pageant or under the sole discretion of MRUSA.

9. Compensation:

Representative shall be compensated as set forth by the Rules of the IPRA, unless agreed otherwise. MRUSA makes no representation of a guaranteed income for the Representative during the term of this agreement, nor does the Representative expect to receive any compensation, other than that set forth by the Rules of the IPRA.

Further, MRUSA or one of its sponsors may offer a Career Advancement award to the Representative, upon successful completion of her term. MRUSA and/or its sponsors do not guarantee payment of this award. Payment of the Career Advancement award is conditional,

regardless of how advertised, upon successful completion of the term of this Agreement. Successful completion shall be defined as the Representative having satisfactorily performed the duties and obligations set forth in this Agreement and its attachments or other documents referenced therein. MRUSA shall notify the Representative in writing that her conduct, or lack thereof, has placed the payment of this award in jeopardy. Said notice shall include specific recitation of the violations that place such payment in jeopardy. If feasible, the Representative shall be given the opportunity to correct such violations. Payment of the Career Advancement Award is under the sole discretion of MRUSA, but will not be unreasonably withheld if the Representative has successfully completed the term of this Agreement.

10. Term:

- a. The term of this agreement shall commence on the effective date set forth above and shall terminate at the end of the contract term stated above, unless earlier terminated as provided for in this agreement.
- b. Option to Extend Term if Successor not Chosen or Qualified. In the event no subsequent Miss Rodeo USA is chosen prior to the termination of this agreement, MRUSA shall have the right, upon not less than 30 days notice to Representative, to extend this agreement for a period of up to 90 days beyond the termination date set forth in this agreement.

11. Termination:

- a. MRUSA shall have the right to terminate this agreement in the event of a material breach of this agreement or the guidelines set forth in the MRUSA Handbook, by Representative, which breach is not cured within 15 days after notice is given.
- b. MRUSA shall have the right to immediately terminate this agreement by giving notice of such termination to Representative in the event: (i) of a material breach of any warranty or representation by Representative; (ii) it is determined that Representative does not meet the eligibility requirements; (iii) it is determined that Representative has made a material false statement during her participation in the National Pageant where she was selected as "Miss Rodeo USA", in any activity leading up to her selection as "Miss Rodeo USA", or in any other respect during her performance of her obligations under this agreement; (iv) Representative takes any action or is involved in any event which will or is likely to cause harm or damage to the reputation or goodwill of MRUSA/IPRA or the National Pageant, to be determined at the sole and absolute discretion of MRUSA/IPRA; or (v) Representative fails to fulfill the obligations or breaches the duties and requirements set forth in the Miss Rodeo USA Handbook.
- c. Representative expressly agrees that in the event Representative does not comply with the terms and conditions of this Agreement, the rules of the IPRA, the official Handbook of Miss Rodeo USA, and/or the Eligibility Requirements of MRUSA, that MRUSA has the absolute right (at its sole discretion) to request that Representative resign the title and office of "Miss Rodeo USA." In such event, Representative shall immediately resign as and forfeit all right to said title and this agreement shall be deemed terminated immediately. In addition, upon Representative's resignation, Representative shall forfeit and/or return to MRUSA all awards and prizes to which Representative would otherwise be entitled. In the event of Representative's resignation, whether voluntary or upon

request of MRUSA/IPRA, Representative recognizes the right of MRUSA to select my successor, and that such successor shall be entitled to receive such prizes and awards as may be determined by MRUSA.

- d. Representative may terminate this agreement upon a material breach of this agreement by MRUSA which breach is not cured within 15 days after notice of such breach is given to MRUSA.
- e. Upon termination of this agreement for any reason, Representative shall return all property of MRUSA and the IPRA to MRUSA. Such property includes, but is not limited to the Miss Rodeo USA crown and banner and any other indicia of the office of Miss Rodeo USA. In addition, except as otherwise expressly provided in this agreement, upon termination of this agreement, Representative shall immediately cease the use of the term MISS RODEO USA and the logo of Miss Rodeo USA in connection with any future Public Appearances (except as may be otherwise authorized in writing by MRUSA).
- f. Upon termination of this agreement under the terms of paragraphs 11(a) or 11(b) above, Representative shall forfeit any rights to any prizes awarded to her as a result of her being granted the title of "Miss Rodeo USA" or any other prizes awarded to her at the National Pageant, which had not yet been distributed or delivered to her.
- g. Right to Injunctive Relief. Representative acknowledges and agrees that the name Miss Rodeo USA and the logo of Miss Rodeo USA are valuable property of the IPRA/MRUSA. Therefore, upon a breach of this agreement, Representative acknowledges that the IPRA/MRUSA shall be entitled to injunctive relief to restrain or prohibit any use or threatened use of the Marks by Representative, in addition to any other remedies available to the IPRA/MRUSA at law or in equity.

12. Personal Services/No Assignment or Delegation:

The nature of this contract requires that all obligations of Representative are personal in nature. Therefore, Representative agrees that she shall personally appear and represent MRUSA/IPRA at all events and functions scheduled by MRUSA or the IPRA. Representative agrees that she shall personally perform all functions required of her under the terms of this agreement. Under no circumstances shall Representative assign or delegate any of her obligations under the terms of this agreement.

13. Ownership and Use of Intellectual Property:

- a. All right, title and interest in and to the name Miss Rodeo USA and/or its' logo, is owned by the IPRA. Any use of the same by or in connection with the services provided by Representative shall inure to the benefit of the IPRA and/or MRUSA. Upon termination of this agreement, Representative shall immediately return any and all materials in her possession or control bearing or containing the Marks, unless otherwise agreed in writing by the IPRA or MRUSA.
- b. Representative acknowledges and agrees that all right, title and interest in and to any

copyrighted works created during the performance of this agreement shall be owned exclusively by the IPRA/MRUSA. To the extent necessary, Representative assigns any and all rights, title and interest she may have in any copyrighted works to the IPRA/MRUSA.

- c. Representative grants the IPRA/MRUSA the perpetual and irrevocable right to use any Images of Representative created during the term of this agreement in any manner it deems appropriate. The IPRA/MRUSA shall further have the right to authorize third parties to use such Images.

14. Participation in Rodeo and Other Activities:

During the term of this agreement Representative may be asked to participate in certain rodeo activities, related activities or other activities where horses, livestock and other large animals may be present or involved. Representative represents and warrants that she is experienced in these and similar activities. These activities are or may be inherently risky. Representative states that she is aware of the risks of being involved in these activities. Representative represents and warrants that she is voluntarily participating in these activities knowing of the potential risks involved. Representative releases and discharges MRUSA and the IPRA from any and all liability of every kind and nature that may be involved in participating in these types of activities.

15. General Provisions:

- a. Notice: All notices permitted or required under this agreement shall be in writing and shall be personally delivered, delivered by overnight courier (such as Fedex), or certified mail. Notices shall be effective upon receipt, if personally delivered or delivered by overnight courier, or 5 days after deposit in the mail, if sent by certified mail. Should the Representative fail to sign for delivery of any notice, proof of mailing via first-class United States Mail shall be sufficient.
- b. Modification: This agreement may be modified or amended only by a written instrument signed by all of the parties.
- c. No Waiver (Failure to Enforce): The waiver or failure of the parties to exercise in any respect any right provided for herein shall not be deemed a waiver of that right and shall not prevent any party from enforcing that right at a later time.
- d. Execution of Further Documents: The parties agree to execute such other and further documents as may be necessary to effectuate this agreement.
- e. Hold Harmless: Representative agrees to hold MRUSA and the IPRA harmless from all liability for my actions and conduct during the term of this agreement.
- f. Arbitration: In the event of a dispute between the parties arising out of or related to this agreement, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be held within a 70-mile radius of Oklahoma City, Oklahoma.
- g. Attorneys' Fees and Costs: In any legal action or arbitration brought arising out of or related to this agreement, each party shall be responsible for its' own attorneys' fees,

unless there is a judicial determination of willful misconduct by either party or a finding of frivolousness of either party. In such case, the prevailing party shall be entitled to payment of all attorneys' fees and costs by the other party.

- h. **Governing Law:** This agreement and performance hereunder shall be governed by the laws of the United States and the State of Oklahoma. All of the parties consent to the jurisdiction and venue of the state and federal courts located in Oklahoma for any matter arising out of this agreement.
- i. **Integration:** This agreement expresses the entire understanding of the parties regarding its subject matter, and it supersedes and merges all prior written or oral proposals, agreements or understandings between the parties relating to the subject matter of this agreement.
- j. **Right to Counsel:** Representative states that she has been advised to have counsel review this contract before executing it and that she has either received the advice of counsel or has knowingly exercised her judgment in declining to have counsel review this agreement before execution.

15. Disciplinary Actions:

During the term of this agreement the said Miss Rodeo USA will have the opportunity to earn incentives and could be fined for warnings or misconduct. The following fines are listed:

- a. The following fines are listed:
 - First Warning:** Will be in verbal form (including by not limited to text or email) and documented to the Chairman of the Board for the Miss Rodeo USA Association.
 - Second Warning:** Will be in written form and signed by Titleholder (regardless of acceptance of said warning) and the Chairman of the Board of the Miss Rodeo USA Association to signify receipt of warning.
 - Third Warning:** Will be in written form, voted on by the Miss Rodeo USA Board of Directors and will result in the following fines; \$500.00 for first incident, then \$750.00 and finally \$1,000.00
NOTE: Incidents do not need to be of the same issue or problem. Three separate issues could result in three total warnings and the accumulation of fines.
- b. The career advancement award will be held until all fines are paid in full.
- c. After receiving the above fines, the Titleholder will relinquish the Miss Rodeo USA Title, Crown and All Awards.
- d. If the Titleholder does not receive any fines throughout her term of contract, she will be eligible for the \$1,000 bonus. Voted on by the Miss Rodeo USA Board of Directors and paid at the end of her reign if approved.

Miss Rodeo USA

Representative

By _____

Signature

Its _____

Name Printed

Exhibits

Exhibit A – Eligibility Requirements

Exhibit B – Miss Rodeo USA Handbook

Exhibit A

MISS RODEO USA Eligibility Requirements

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

1. Age: I will not be less than 18 years of age, nor will I be more than 26 years of age, on the date of the beginning of the National Pageant. Upon request, I will provide a copy of a government issued identification (such as a birth certificate, drivers license, passport, etc.) verifying my age.
2. Residency and Citizenship: I am a resident and citizen of the United States of America.
3. Education: I have obtained a high school diploma (or equivalent).
4. Gender: I am female and have always been female.
5. Marital Status: I am not currently married and have never been married. I have never participated in a situation where it could be determined that I am or have been married by common-law or cohabitated with another person in lieu of a marriage contract. I have never entered into a purported marriage ceremony or obtained a divorce or annulment of any true or purported marriage.
6. Marital Engagement: I am not currently engaged and I agree not to become publicly engaged during my term as Miss Rodeo USA.
7. Parental/Guardian Status: I am not pregnant nor have I ever given birth to or adopted any child. I am not the guardian of any person.
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 or charged with any criminal action, regardless of whether a felony or misdemeanor (excluding minor traffic offenses). I agree to provide proof of any charge against me, or the resolution thereof, for any criminal action for which a penalty may be assessed.
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 USA, 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 other dangerous substances. I agree to submit to a random or targeted alcohol or drug test upon suspicion by MRUSA that I am or have been under the influence of alcohol or illegal substances during the National Pageant or during my term as Miss Rodeo USA, if selected.
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 USA, if selected. I agree to provide copies of any and all contracts to which I am a party if requested by MRUSA.
13. No other Competitions: I do not currently hold a title from any pageant or competition that would interfere with my ability to serve as Miss Rodeo USA, if selected. I agree to notify MRUSA of any title I currently hold and agree to forfeit such title, if requested by MRUSA, if I am selected to serve as Miss Rodeo USA.
14. No Competitions/Conflicts during the term of the agreement to serve as Miss Rodeo

USA: I agree that if I am chosen as Miss Rodeo USA, I will not enter any beauty, talent, modeling, or other such competition during my term as Miss Rodeo USA, nor will I make any public appearance of any kind without the express written consent of MRUSA.

15. No Agent Status. I will not incur any bill, obligation or liability on behalf of the MRUSA or the IPRA.
16. 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 MRUSA/IPRA.
17. If I have any concerns about the applicability of and of these provisions, I acknowledge I have been advised to discuss this with a representative of MRUSA prior to signing this agreement.
18. 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 USA, if selected.
19. Any resolution of any questioned provision shall be documented in writing.

I VERIFY THAT I HAVE PERSONAL KNOWLEDGE OF THE FOREGOING STATEMENTS, I HAVE READ THE FOREGOING STATEMENTS, AND ALL OF THE FOREGOING STATEMENTS ARE TRUE.

Date: _____

Contestant Signature

Printed Name