

**2007-2008 Official Local Preliminary
Pageant Franchise Agreement with
Miss Florida Scholarship Pageant, Inc.**

This 2007-2008 Official Local Preliminary Pageant Franchise Agreement with Miss Florida Scholarship Pageant, Inc. (hereinafter sometimes referred to as “the Franchise Agreement”) by and between MISS FLORIDA SCHOLARSHIP PAGEANT, INC. a Florida non-for-profit corporation (hereinafter sometimes referred to as “MFSP”), having its principal office in Miami, Miami-Dade County, Florida, and

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

Mailing

Address: _____

Local Pageant Executive Director(s): _____

Telephone: Home: (_____) _____
Business: (_____) _____
Cellular: (_____) _____
Fax: (_____) _____

E-Mail Address: _____

Federal Employer’s Identification Number: _____

(hereinafter sometimes referred to as “Local Pageant” as follows:

1. MFSP hereby grants Local Pageant the right to conduct a local scholarship pageant within the following geographic area(s) _____

(hereinafter referred to as the “Franchise Area”) for the selection of a candidate to compete in the State Finals of the Miss Florida Scholarship Pageant to be held at a location to be determined by the Miss Florida Scholarship Pageant and its Board of Directors, presently scheduled to be conducted in June or July 2008. To be used as a guideline for contestant eligibility – Local Pageant must designate the specific county or counties or zip code(s) to be used for determination of eligibility if Local Pageant is not an Open Pageant or College/University Pageant. Note: mileage and/or radius from a particular location will not be used to determine eligibility. The Franchise Area will include all counties or zip codes as determined by Local Pageant and only those contestants meeting the stated eligibility will be accepted. Only with prior written approval from the MFSP can this eligibility requirement be altered or otherwise waived by Local Pageant.

2. It is mutually understood and agreed that MFSP owns all rights and proprietary interest in and to the names, designations, trade marks and service marks “Miss Florida”, “Miss Florida Pageant”, “Miss Florida Scholarship Pageant” and the names trade marks 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 Florida.

3. MFSP AGREES:

a) To conduct the State Finals to determine Miss Florida, on or about the date as determined by the MFSP Board of Directors and contingent upon the Miss America Organization, Inc. (hereinafter sometimes referred to as "MAO") sponsoring and conducting the Miss America Pageant.

b) To accept the winner of the Local Pageant (hereinafter referred to as "the Local Titleholder") as a contestant at the State Finals pursuant to the terms hereof and such rules and regulations as may be promulgated from time to time by the MFSP.

c) To furnish to said Local Titleholder housing accommodations and meals during the State Finals.

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

e) MFSP will provide liability insurance coverage for the Local Pageant in accordance with the insurance schedule as provided by the MAO or its authorized agent(s).

4. LOCAL PAGEANT AGREES:

a) To execute and return this Official Franchise Agreement together with **\$650.00** (Six hundred fifty and no/100 Dollars) as the franchise fee on or before **September 15, 2007**. Local Pageants holding Dual/Double/Stacked Pageants must execute and return a Franchise Agreement for each title awarded and an additional franchise fee of **\$325.00** (Three hundred twenty-five and no/100 Dollars) shall be required for each additional title.

b) To sponsor, promote, finance and conduct a fair and unbiased local pageant in accordance with the terms and conditions set forth herein and the rules and regulations promulgated from time to time by MFSP. The Local Pageant agrees to conduct a local pageant that exemplifies the honor, dignity and prestige of the MFSP.

c) Local Pageant will not conduct or participate in the conduct or production of any other Local, State, National, or International pageant or competition in any age group that is similar to the Miss Florida Scholarship Pageant without the express prior written consent and permission from MFSP.

d) To conduct the Local Pageant's Finals at the same location on consecutive nights, or on a single night, no later than Sunday, March 30, 2008.

e) Not to assume obligations or make commitments for or on behalf of the MFSP with the full and complete understanding that the Local Pageant has no right to bind or obligate the MFSP unless authorized in writing by the MFSP to do so.

f) That the Local Titleholder will not be accepted in the State Finals before confirmation that the Local Pageant sponsoring the Local Titleholder has paid any and all bills outstanding to either the Miss America Pageant or to the MFSP for promotion or other materials or franchise fees.

g) That the Local Pageant certifies that the Local Titleholder is eligible and has been selected in accordance with the Rules and Regulations of the MFSP as governed by the MAO.

h) To provide a minimum of a \$500.00 (Five hundred and no/100 Dollar) cash scholarship award to the Local Titleholder and to provide for 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 mentioned during the Local Pageant production. College and University sponsored pageants may provide tuition scholarship in lieu of cash scholarship awards.

i) To maintain a separate interest bearing escrow / trust account for the use and benefit of all scholarship recipients and shall file a written report to MFSP within thirty (30) days after the Local Pageant is held on form(s) to be provided by MFSP and to include one (1) true copy of the Local Pageant's most recent escrow / trust account bank statement. All scholarship monies or funds to be used for such eligible scholarship winners shall be disbursed from this escrow / trust account. In addition, this escrow / trust account report shall be furnished to MFSP twice yearly as dictated by the MFSP. In the event that a new non-profit organization shall become the franchise holder from MFSP, 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 MFSP. No scholarship monies on deposit may, can or shall be used for the operational expenses of the Local Pageant.

j) That if for any reason the Local Titleholder is disqualified or released from appearing in the State Finals, the first runner-up selected by the judges shall succeed to the Local Title and will be sent as the representative of the Local Pageant to the State Finals. In such event, MFSP agrees to accept such runner-up as the new Local Titleholder. Local Pageant's succeeding runners-up will each be promoted according to their respective placement. If the Local Titleholder selected by the Local Pageant becomes Miss Florida at the State Finals, Local Pageant will designate its first runner-up as the new Local Titleholder.

k) To insure that no less than five (5) judges are used in the Local Pageant Finals. The MFSP rules require that three (3) of the five (5) judges shall be selected from the list of accredited judges as provided by the MFSP. The Miss America rules require that at least one (1)

judge be a novice. Regional Directors may not judge. The Local Pageant agrees to submit to the MFSP at least three (3) weeks prior to the Local Pageant Finals, a list of the selected judges. No person shall serve as a judge 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 other than the person who is an official participant in the Local or State Pageant organization.

l) To insure that the official MAP judging method be used and that the official judging ballots provided by the MFSP 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.

m) To insure that no alcoholic beverages are served during the Local Pageant and to insure that the local pageant is conducted in an atmosphere that upholds and promotes the highest standards of the Miss America Program and the Miss Florida Scholarship Pageant, Inc.

n) Provide MFSP with a copy of the Local Pageant program book or published statement of awards and scholarships within ten (10) days after the Local Pageant Finals.

o) To insure that no contestant at the Local Pageant level is charged an entry fee.

p) To notify MFSP 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 crown" which shall be purchased from the MAO approved vendor.

r) To retain copies of all official judging ballots and auditor tally sheets for a period of at least one (1) year following the date of the local pageant and to furnish the original of the judging ballots and tally sheets to the MFSP within ten (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.

s) To appoint a Judges' Chairman prior to the Local Pageant contestant orientation. The responsibilities of the Local Judges' Chairman will be to meet with the Regional Director, escort judges to all planned events, escort judges to Interviews, remain with judges at the pageant, escort judges during the Intermission to a pre-planned destination and remain with the judges until after the pageant's conclusion and all pageant related activities. The judges' chairman shall be seated directly behind the judges during the Local Pageant Final. The Regional Director shall be seated with the Auditors. During the Interview, the Executive Director may sit in the Interviews (if desired) rather than the judges' chairman who would then remain outside of the room but within close proximity. The only other individual permitted in the Interview Room is the Regional Director (notwithstanding the videographer if the Interviews are videotaped). The Regional Director will take the Interview Ballots and keep them in a sealed and signed envelope until turning them over to the official pageant auditor.

t) That Local Pageant is a Florida corporation, not-for-profit or civic organization, and Local Pageant shall provide the MFSP a true copy of its Articles of Incorporation including its most recent Uniform Business report/Annual Report as filed with the Florida Department of State – Division of Corporation. If Local Pageant is an educational organization or other non-profit/charitable organization it shall provide MFSP evidence of its existence and IRS tax status.

(u) 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 myspace.com and other similar blog site(s). 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 misunderstandings and misperceptions which could adversely affect the reputation of Local Pageant, Local Titleholder, MFSP and/or MAO.

5. LOCAL PAGEANT FURTHER AGREES:

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

b) With respect to the Local Titleholder, Local Pageant agrees to provide transportation, meals and housing for the Local Titleholder to the MFSP Orientation Weekend at date, time, and location as specified by the MFSP.

c) To cause the Local Titleholder to execute the standard "Contestant's Contract" as distributed and required by the MFSP.

d) To have the Local Titleholder submit a fully completed MFSP Local Winner's Form in its entirety within seven (7) days after the Local Pageant finals are held. The Local Pageant's Executive Director must submit all forms by the due dates outlined in the MFSP Executive Director's Manual. The untimely submission of forms may result in probation for the Local Pageant.

e) To provide transportation to and from and meals during travel to the State Pageant Finals for the Local Titleholder. The local pageant further agrees to send a representative to attend the State Pageant and support the Local Titleholder.

f) To provide a chaperon, preferably Local Pageant's Executive Director, for Local Titleholder on all pageant-related appearances, including Orientation weekend and to and from the State Finals.

g) To insure the Local Titleholder's on time arrival for Registration of the State Finals.

h) To provide the Local Titleholder with a clear understanding of the competition and wardrobe requirements for the State Finals as specified by MFSP and support her in her preparation for this event. This does not mean that the Local Pageant is responsible for purchasing the Titleholder's wardrobe but may assist and guide her with wardrobe selection.

i) To require Local Titleholder to furnish MFSP with all forms, photographs and materials as requested and required by MFSP no later than Orientation Weekend as specified by MFSP and in accordance with the deadline as scheduled by the MFSP.

j) Provide MFSP with a copy of the Titleholder's Contestant Contract and additional forms as deemed necessary by the MFSP no later than one week after the conclusion of the Local Pageant finals.

k) As MAO has entered into an agreement with the Children's Miracle Network and has developed and established a mandatory national service platform requirement - all local contestants shall be required to raise or contribute a minimum of \$100.00 per local entered, to support the Children's Miracle Network and the Miss America Scholarship Fund. It shall be the responsibility of local director to verify that all contestants entered into their local pageant shall have fulfilled the minimum obligation to Children's Miracle Network before each contestant is permitted to compete for the local title. The Local Pageant shall take such measures to ensure that no contestant in 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.

GENERAL PROVISIONS:

a) This Agreement does not include the right and Local Pageant agrees that it shall not have the right to authorize or permit the Local Finals to be televised locally, regionally, statewide or nationally without the prior written approval of MFSP and the MAO. Permission to televise any Local Pageant shall at all times be at the sole discretion of MFSP and the MAO, and if such permission is granted, any such television productions shall conform to the norms and standards promulgated from time to time by MFSP and the MAO.

b) This Agreement shall not be assigned by the Local Pageant to any person or persons or business entity, nor shall any Local Pageant delegate to any other person or persons or business entity the rights and privileges herein granted or the responsibilities hereby undertaken.

c) Local Pageant recognizes MFSP as the sole and valid franchise / license holder of the State Franchise / License granted by the MAO to MFSP.

d) Waiver or failure of enforcement of any provision thereof on any one occasion shall not be deemed to constitute a waiver of enforcement of said provision in the future. This constitutes the entire agreement between the parties and it cannot be changed or altered except by writing and signed by both parties. It is recognized the MFSP is entering into similar agreements with other Local Pageants and in order to insure a uniform and consistent interpretation hereof, the parties agree that this Agreement shall be construed under and in accordance with the laws of the State of Florida. The parties agree that the Court of proper jurisdiction located in Miami-Dade County, Florida, shall have exclusive jurisdiction of any disputes arising out of this Agreement.

e) A contestant is ineligible to compete in a Local Pageant in the same year she has been selected the winner in another Local Pageant, and is ineligible to compete in the same Local Pageant where she had previously been selected the winner in the preceding year.

f) Local Pageant acknowledges MFSP has no requirement or obligation to renew or permit Local Pageant to be awarded another franchise / license. In the event MFSP fails to renew the Local Pageant's franchise / license, MFSP shall send written notice to that effect to Local Pageant. The Local Pageant shall have ten (10) 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 MFSP Board of Directors. It is understood and agreed that commencing immediately upon MFSP's notification to Local Pageant of MFSP's non-renewal of Local Pageant's franchise / license, Local Pageant shall immediately cease and desist holding itself out as an official franchisee / licensee of MFSP and shall be prohibited from utilizing any stationery, business cards, web page(s), signs, banners, and other materials, if any, which utilize the name or mark of the MFSP, "Miss Florida", "Miss Florida Pageant", "Miss Florida Scholarship Pageant", the Miss America Pageant and/or the Miss America Organization.

g) In the event of termination of this Agreement, this Agreement shall constitute a Power of Attorney in favor of MFSP from Local Pageant and Local Pageant shall immediately transfer and turn over to the MFSP, as Local Pageant's Attorney in Fact, all moneys in Local Pageant's scholarship and operating bank accounts and all other funds and assets including but not limited to sets, props, office equipment, stationery, files, bank statements, business records, etc., after the payment of all debts previously contracted for and incurred in good faith.

h) Local Pageant represents and warrants to the MFSP and to the contestants competing in the Local Pageant that it has or will have 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.

i) Should MFSP be required to retain an attorney to enforce any terms or conditions created by this Franchise Agreement, Local Pageant shall be responsible for such reasonable attorneys' fees and costs, whether litigation is required or not. In the event of litigation, the Court of proper jurisdiction in Miami-Dade County, Florida shall be the proper venue and forum.

IN WITNESS WHEREOF, the parties have each affixed their hands and Seals on this _____ day of _____, 200____.

Local Pageant

By: (Title)

The foregoing *2007-2008 Official Local Preliminary Pageant Franchise Agreement* with the Miss Florida Scholarship Pageant, Inc. was sworn to, subscribed and acknowledged before me by _____ in his/her official capacity as _____ of _____
(√ one) _____ who is personally known to me or _____ who produced _____ as identification and who did take an oath.

WITNESS my hand and official Seal in the County and State last aforesaid this _____ day of _____, 200____.

(SEAL)

Notary Signature
My Commission Expires:

ACCEPTANCE

This *2007-2008 Official Local Preliminary Pageant Franchise Agreement* with the Miss Florida Scholarship Pageant, Inc. is hereby acknowledged and accepted by the Board of Directors of the Miss Florida Scholarship Pageant, Inc. on this _____ day of _____, 200____.

By: Mary E. Sullivan
Its: President

(Revised 08-02-07/RAM)