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**Contestant’s Contract With**

**ARIZONA COLLEEN PROGRAM**

**I hereby apply for entry as a contestant in the ARIZONA COLLEEN PROGRAM for the title of “2021 ARIZONA COLLEEN” and I do hereby make the following statements and representations:**

**I hereby attest:**

* **I am a resident of Arizona for at least one year as of December 31, 2021, and will remain such throughout my participation in the ARIZONA COLLEEN PROGRAM;**
* **I was born in Ireland, an Irish citizen or of Irish origin by virtue of one ancestor having been born in Ireland;**
* **I have a valid residence visa, which will not expire during my reign as the Arizona Colleen, if applicable;**
* **I am unmarried and never have been married, having no children prior to or during reign;**
* **I am 18 years of age by January 1st 2021 and will not have reached my 29th birthday on or prior to September 1st 2021;**
* **I have never been convicted of any crime and do not have any criminal charge pending against me;**
* **I never performed any act or engaged in any activity which is or could be characterized as dishonest, immoral, immodest, indecent or in bad taste;**
* **I am in reasonably good health and can to the best of my knowledge, participate fully and without limitation in any Program activities;**
* **I have not within three (3) months prior to the date of the Prelims of the Program (Saturday, May 15, 2021) authorized any person, firm or corporation to use my name, photography, picture or present or future title in connection with an endorsement to advertise any commercial product\*;**
* **I am not currently holding another title in a local pageant;**
* **In consideration or my admission as a contestant in the forthcoming Program, I do hereby agree as follows:**
	1. **I agree I may only hold one local title at any time (includes any other local pageant titles).**
	2. **I agree to participate in the series of events leading up to the final selection of the ARIZONA COLLEEN PROGRAM, Prelims (dates TBD), and Finals (Saturday, May 15, 2021), and to abide by, and be bound by the rules and regulations governing the Finals of the ARIZONA COLLEEN PROGRAM, and the award of title shall be understood to include all public appearances required of me by the Arizona Colleen Program officials, including, but not limited to, my appearance and/or participation in television and radio broadcasts, personal appearances, interviews, still photos, video and audio tapes or motion picture film of all or any part of the events connected with the Finals and Reign, and I do hereby authorize the Program and anyone duly authorized by it to televise, photograph, broadcast and/or make radio, television, video and audio tapes or motion picture recordings of me individually or in a group and to use or re-use such items in all media throughout the world and to use my name, likeness and/or physical depiction for any purpose in perpetuity, in an edited or unedited manner or fashion as the Program, in its sole discretion, shall determine. All photographs, tapes and films made of me for trade, advertising and any other purpose or purposes as a participant at the Program, including, but not limited to the events leading up to the selection of the ARIZONA COLLEEN, such as interviews, rehearsals and publicity events, either individually or as a member of a group and my name, likeness and/or physical depiction when identified with the Program shall, as between me and the Program, be the sole and exclusive property of the ARIZONA COLLEEN PROGRAM. This provision shall specifically survive termination of this Contestant’s Contract.**
	3. **I agree: (i) the manner and method of conducting the Prelims and Finals of the Program shall be in the sole discretion of the Program; (ii) the time, method and manner of judging the Prelims and Finals of the Program shall be within the sole discretion of the Program; and (iii) the decision of the persons designated to judge the various events in any and all matters pertaining to the selection of the winner shall be final.**
	4. **I understand sponsorship contributions will be provided by certain companies to the Program and I agree that at no time during the period I hold the title of ARIZONA COLLEEN will I endorse or permit my name of likeness to be used in connection with the endorsement or advertisement of any products or services competitive to any of the products or services of any of the companies which make said sponsorship contributions or the licensees of the ARIZONA COLLEEN PROGRAM, except with the express written consentof the Program.**
	5. **I am aware that there is a zero tolerance of bullying, poor sportsmanship or disrespect toward any fellow participant, sponsor, committee member or persons associated with the Program.**
	6. **I acknowledged that any and all social media and/or online communications and postings are subject to review. Any and all negative postings directed to the Program or anyone involved in the Program is grounds for elimination from the Program indefinitely.**
	7. **If selected as the winner and holder of the title ARIZONA COLLEEN, I attest and agree that, during the entire period of my year of service, I will not associate with, in any way, nor will I be, nor will I become, either directly or indirectly as a contestant or participant in any other state, local, national or international competition, including the preliminary competition of same. I further agree my failure to keep and perform the above agreement shall, at the option of the Program, terminate my present title and bar me from the Program, and further, I understand that I may be required, in such event, to forfeit all prizes, awards and perquisites from whomsoever granted or received.**
	8. **I recognize the title ARIZONA COLLEEN is the property of the ARIZONA COLLEEN PROGRAM and the ST. PATRICK’S DAY PARADE AND IRISH SOCIETY OF ARIZONA, INC., and I agree never to use, or to authorize others to use, the words ARIZONA COLLEEN in association with my name, my person, or my likeness in any way which might harm the Program or ST. PATRICK’S DAY PARADE AND IRISH SOCIETY OF ARIZONA, INC. or for commercial purposes or in social media accounts without the permission of the ARIZONA COLLEEN Program. If the Program notifies me that any use of the words or titles designated above by me or with my authorization is, in their judgment, likely to harm or cause confusion for the Program, I will immediately discontinue such use.**
	9. **If I am selected the ARIZONA COLLEEN:**
		1. **I will serve as the ARIZONA COLLEEN until my successor is selected and appointed.**
		2. **I irrevocably constitute and appoint the ARIZONA COLLEEN PROGRAM, commencing at the time I am crowned until the time I relinquish that crown, as my sole and exclusive agent, representative and attorney in fact:**
			1. **To act for me and in my interests throughout the world for the making of all press releases and statements to the press; and**
			2. **To sign, make, execute and deliver all contracts in my name in connection with my business or other affairs as the ARIZONA COLLEEN, whether they be contracts for my performance, appearance or otherwise and to do and perform all necessary things in the execution and prosecution of the aforesaid in as full and ample manner as I might do if personally present.**
		3. **It is understood I am and will remain an independent contractor with respect to my relationship with the Program and am not an employee thereof; the provisions of Paragraph 7(b) are only intended to permit the Program to act in my place and stead with respect to the contracts and arrangements described therein as a matter of convenience and organization, but not for the purposes of directing my performance or controlling my activities as if I were an employee.**
		4. **I will make myself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and such other and various commitments and events the Program has made and will make for me.**
		5. **I agree after the conclusion of my year of service as the ARIZONA COLLEEN I will not make public appearances wearing my crown or sash, nor will I make public appearances as the ARIZONA COLLEEN or FORMER ARIZONA COLLEEN for the purposes of advertising or endorsing any product, person or service unless pre-approved by the Program, in writing.**
1. **I understand the Program has had to make certain contracts and commitments in advance of the final selection. Such commitments and contracts shall be binding upon me and I will do my utmost to carry out and perform such contracts.**
2. **I understand and agree that if any of the representations and warranties made by me in this Contract, including the Questionnaire attached, are false or if I am selected as the ARIZONA COLLEEN and engage in any of the acts or activities involved in the attestation paragraph on page 1 of this Contract during the year of my year of service or I otherwise fail to conduct myself in a manner, which in the opinion of the Program, does not uphold and maintain the dignity and honor of the ARIZONA COLLEEN PROGRAM, or if I suffer any disability which in the sole and exclusive judgment of the the Program impairs my ability to perform the duties expected of me as the ARIZONA COLLEEN, then I understand and agree that the Program may, at its exclusive option, terminate my right to participate in the Program, as well as my right to the title of ARIZONA COLLEEN and all awards, prizes and perquisites pertaining thereto.**
3. **I understand and agree in the event I become pregnant or marry during the period between the date of this Contract and the selection of the ARIZONA COLLEEN, I shall forfeit my right to participate in the Program Finals; and if I am selected ARIZONA COLLEEN and become pregnant or marry prior to the time my successor is chosen and crowned, the Program may, at its discretion and at its option, forfeit my title of ARIZONA COLLEEN, and may also forfeit all prizes, awards and perquisites, or both or either, and in such event, the first runner-up may be declared my successor.**
4. **If I am selected as first runner-up to the ARIZONA COLLEEN I agree to be available to succeed to all of the rights and to assume all of the duties and obligations of the ARIZONA COLLEEN as set forth herein, if for any reason the original ARIZONA COLLEEN is ineligible to act as the ARIZONA COLLEEN. *(The name of the first runner-up will be kept in a sealed envelope, only to be opened if the reigning ARIZONA COLLEEN cannot perform her duties.)***
5. **All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, be they “still” or “live” and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights**
	* 1. **As a contestant in the 2021 Program;**
		2. **As a participant in the events leading up to the selection of the ARIZONA COLLEEN;**
		3. **Taken of me during my year of service if I am selected the ARIZONA COLLEEN; and/or**
		4. **While officially representing the Program before my successor is crowned whether I am selected as the 2021 ARIZONA COLLEEN or not; including, but not limited to, press interviews, judges interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable, are, shall be, become and remain the property of the Program in perpetuity and same may be used and reused by it, or anyone designated by it, for publicity, advertising or any other use in any medium all as deemed appropriate by the Program. This provision shall specifically survive termination of this Contract.**
	1. **This Contract shall solely and exclusively determine my rights, privileges and responsibilities to the Program and no oral or other written statement shall be binding upon me of the Program.**
	2. **Any controversy or claim arising out of or relating to this Contract or the breach thereof, shall be settled by arbitration in Arizona in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, that this paragraph shall not in any way affect the rights of the Program to seek injunctive relief in the event of any breach or attempted breach of this agreement.**
	3. **The questionnaire attached as Exhibit “A” to this Contract has been fully and accurately completed and I will provide such documentation as the Program shall request to substantiate the statements set forth in the questionnaire.**
	4. **I understand that there will be one or more sponsors of the Program and no representation has been made to me regarding the number and/or type of appearances that the ARIZONA COLLEEN will have.**
	5. **None of the terms and conditions of this Contract, including my obligations hereunder and the basis for my eligibility to compete, may be waived except by a writing by Program.**

**IN WITNESS WHEREOF, I have hereunto sign this CONTRACT this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.**

**SIGNATURE­­­**

***\**** *Any contestants with a career in modeling or television must disclose this information at the time of application for further review and consideration.*