

TITLEHOLDER AGREEMENT
MISS GAY _____ USofA 20__
USofA Pageants

THIS AGREEMENT MADE BETWEEN _____ (hereinafter referred to as Promoter) AND _____

(hereinafter referred to as Titleholder), whose personal mailing address is _____

_____ ,

telephone number _____, e-mail address _____

hereby covenant and agree as follows:

1. **Titleholders obligations:** Titleholder shall attend and participate in, as a representative of _____ USofA Pageants, all Local and City pageants held during the year of Titleholders reign at such time and place as may be set forth by _____, the Promoter. All expenses of the titleholder, as set forth in the Promoters Rules and Regulations, shall be at the expense of the Local or City Promoter. These expenses are, but not limited to, titleholders transportation, lodging and performance fee of \$_____ per night of entertaining. The Local or City Promoter is required to use the services of titleholder only one night during their pageant.
2. **Bookings:** All entertaining and/or appearances of an official nature by titleholder shall be cleared and approved at least ten (10) business days in advance by Promoter whose approval shall not unreasonably be withheld. Entertaining and/or appearances of an official nature shall be construed as those, but not limited to those, in which the titleholder is appearing mainly due to their title and therefore is representing the Pageant, the Promoter and USofA Pageants.
3. **Titleholders responsibilities:** Titleholder agrees to hold the title, USofA Pageants, the USofA Pageant system, it's State and Regional Promoters, Local Promoters and franchisees in the highest esteem. Titleholder agrees that while appearing, entertaining or representing the title during the year of his reign to the following:
 - a. Not to be drunk in a public place;
 - b. Not to commit the acts of a sexual nature in a public place;
 - c. Not to commit acts of a violent nature in a public place;
 - d. Not to use illegal drugs;
 - e. Not to commit the act of stealing;
 - f. Not to have a sex change or gender reassignment surgery;
 - g. Not to participate in malicious gossip;
 - h. To attend and participate in the Miss Gay _____ USofA 20__ Pageant at such time and place as set forth by Promoter;

- i. Not to be deemed guilty of any other unreasonable act that is considered demeaning to the title by the Promoter;
- j. To perform at least three (3) times during a Local or City pageant unless otherwise instructed by that Local or City Promoter;
- k. Titleholder agrees to provide a satisfactory publicity photograph with crown within thirty (30) days of assuming the title for use by the Promoter;
- l. Not to perform nude;
- m. Titleholder agrees to keep a valid cellular telephone number in service during the year of his reign;
- n. Titleholder agrees to have a valid e-mail address and Facebook page (with crown photo) within seven (7) days of winning and keep it active during his entire reign;
- o. Titleholder agrees to receive permission from the Promoter before appearing at a pageant or contest in any other pageant system;
- p. Titleholder may not enter any pageant except Miss Gay USofA during his reign.

4. **Promoters Responsibilities:** Promoters responsibilities to the Titleholder shall be:

- a. To permit the titleholder the booking rights as stated in Articles 1 and 2;
- b. To provide titleholder with all necessary information on a timely basis, as available, concerning all Local and City pageants;
- c. To pay all monies, awards and prizes as long as the titleholder is not in default under this agreement as follows;
- d. \$ _____ and other awards as listed in the contestants application for pageant upon winning the title, and;
- e. \$ _____ upon registration of the Miss Gay USofA 20__ Pageant;
- f. To provide two (2) tickets to final night of the Miss Gay _____ USofA 20 ____ Pageant.

5. **Certain Rights Reserved by Titleholder:** As long as the titleholder is not in default under this agreement he shall have the following rights;

- a. To enjoy the rights and privileges of said title;
- b. To be allowed bookings, subject to Articles 1, 2 and 6 contained herein, and for such fees as stated for Local and City Pageants. Other private bookings, approved by the Promoter, shall be for whatever fee as the Titleholder feels is justified, and;
- c. Must reside in the State of _____ during his entire reign and immediately notify Promoter of ANY change of address.

6. **Certain Rights Reserved to Promoter:** The following rights are reserved to the Promoter:

- a. To have and retain paramount title to the Title at all times;

- b. To change the title of Miss Gay _____ USofA at it's own discretion;
 - c. To approve all bookings, subject to Articles 1, 2 and 5 contained herein, of Titleholder;
 - d. To reasonably set forth Rules and Regulations concerning the conduct of holders of the title;
 - e. To set the dates, times and location of all future Miss Gay _____ USofA Pageants and to make reasonable bookings for Titleholder. Said bookings will be confirmed with Titleholder at least ten (10) days prior to said bookings and said bookings shall be made in a manner as to not cause conflict with Titleholders schedule.
7. **Promoters Remedies:** If Titleholder defaults under this agreement, Promoter may treat any one or more of the foregoing occurrences as a breach of this agreement and thereupon at it's option may, without notice or demand of any kind (which Titleholder hereby expressly waives), to Titleholder or any other person, have, but not limited to, any or all of the following remedies.
- a. Revoke the title from the Titleholder;
 - b. Demand the return of all prizes, monies and awards given to Titleholder;
 - c. Refuse entry into any franchised Miss Gay _____ USofA Preliminary Pageants;
 - d. Pass the title to the 1st Runner-up or any other person felt to be qualified by Promoter;
 - e. Refuse bookings of an official nature to Titleholder;
 - f. Assess fines for breach of any part of this agreement. Said fines shall not exceed the amount of \$ _____ per offense, but may be at a lower amount as set forth and determined by the Promoter.
8. **Notices:** All notices to be given by one party to the other under this agreement shall be in writing, mailed or hand delivered as follows:

If to Promoter

(enter promoters name and address below)

Or to such other person at such other address designated by notice to the Titleholder

If to Titleholder

At the address stated above

Mailed notices shall be sent by United States Postal Service, Certified or Registered mail, postage prepaid. Such notices shall be deemed to have been given upon posting in the United States mail.

9. Miscellaneous:

- a. All rights and remedies of Promoter under this agreement shall be cumulative and none shall exclude any other rights and remedies by law.
- b. The word "Promoter" shall be construed to mean Promoters in all cases where there is more than one promoter and necessary grammatical changes required to make the provisions hereof apply to corporations or individuals, or men, or women, shall be assumed as though in each case fully expressed.

10. Release:

Titleholder agrees to release and hold harmless USofA Pageants, _____ USofA Pageants, Promoter and the official Miss Gay _____ USofA Pageant, their agents, servants, employees and licensees from any liability, and/or responsibility whatsoever, resulting from, associated with or arising out of Titleholders participation in the Miss Gay _____ USofA Pageant System, in any duly franchised _____ USofA Pageants Preliminary Pageants/Contests, and/or the title. Including, but not limited to, personal injury or loss of or damage to any personal property, regardless of whether the loss of or injury to occurs before, during or after the Miss Gay _____ USofA Pageant, duly franchised Preliminary Pageants/Contests or any related activity including but not limited to any USofA Pageants National Pageants/Contests, State or Regional Pageants/Contests, local preliminaries and their related activities.

Titleholder also hereby releases himself from any and all rights to any video taping (sound and/or video), photography, recording, still camera or motion picture of the Miss Gay _____ USofA Pageant, any USofA National Pageants/Contests or any franchised USofA Pageants Preliminary Pageant/Contest. Titleholder also understands that he has or will have no rights to any of the recordings arising out of said pageants/contests that Titleholder may appear in or on, or the future sales thereof.

Signed and executed on this _____ day of _____, 20____

Signed by _____ (Promoter)

Signed by _____ Titleholder

Witnessed by _____