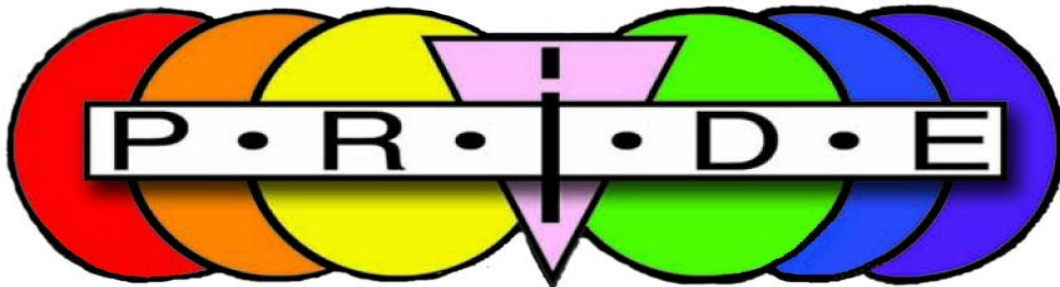


Pride of West Virginia  
2010-2011

Contest Packet  
WEST VIRGINIA



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# RAINBOW PRIDE OF WEST VIRGINIA, INC.

## SAMPLE C O N T R A C T

(Please note: The final contract shall be reviewed with contestants during the registration process at the State pageant.)

Rainbow Pride of WV INC., DBA PRIDE OF WV

("Promoter") \_\_\_\_\_, and ("Title Holder") \_\_\_\_\_, ("Title") \_\_\_\_\_,

whose current address is: \_\_\_\_\_

Hereby covenant and agree as follows: \_\_\_\_\_

- 1) **Title Holder's Obligations.** Title Holder shall attend and participate, as a representative of Rainbow Pride of WV, Inc. at all Preliminary Pageants held during the year of the Title Holder's reign, at such times and places as may be set forth by Rainbow Pride of WV, Inc. Expenses of Title Holder shall be at the expense of Rainbow Pride of West Virginia, Inc.. The Title Holder's performance fee of \$75.00 per night of entertaining shall be paid by host establishment. Accommodations for Preliminary Pageants less than 70 miles from Title Holders legal residence will not be approved. Amount of reimbursement for accommodations for Title Holder will not exceed \$50.00. Any and all expenses must be agreed to in advance by the Promoter.
- 2) **Title Holder's Responsibilities.** Title Holder agrees to hold the title, Rainbow Pride of WV, Inc., its preliminary Promotions, and franchises in the highest esteem. The title holder further agrees that while appearing, entertaining, or representing the Title during the year of his/her reign to the following:
  - a) Not to be visibly intoxicated or inebriated in public while on an official appearance representing their Title;
  - b) Will not use or traffic illegal drugs;
  - c) Not to commit acts of a sexual or violent nature in a public place;
  - d) To use professional language while emceeing or speaking at an official function outside of a bar, sanctioned by the Rainbow Pride Committee;
  - e) Not to commit the act of stealing;
  - f) To attend and participate in the following year in his or her winning pageant, at such time and place as set forth by the Promoter;
  - g) Not to be deemed guilty of any other unreasonable act that is considered demeaning to the Title by Rainbow Pride of West Virginia, Inc.,
  - h) To maintain a legal address within a thirty mile radius of the State of West Virginia the entire year of his/her reign.
  - i) To arrange and perform at three (3) to five shows to benefit Rainbow Pride of West Virginia, Inc. during the year of his/her reign. Said benefit dates to be submitted to Rainbow Pride of West Virginia, Inc. for approval one (1) month prior to said benefit. All benefits are to be completed by September 1<sup>st</sup> for the 1<sup>st</sup>, January 1<sup>st</sup> for the 2<sup>nd</sup> and April 1<sup>st</sup> for the final of the year of their reign.
  - j) To perform during all Preliminary Pageants, unless otherwise instructed by the Pageant Promoter and/or Director.
  - k) To have at all times during Title Holder's reign a telephone and preferably an answering machine.
  - l) To inform Rainbow Pride of West Virginia, Inc. of any changes in Title Holder's telephone number and/or address.
- 3) **PROMOTER'S RESPONSIBILITIES.** Promoter's responsibilities to the Title Holder shall be:
  - a) To permit Title Holder booking rights as stated in Article 1 and 2.
  - b) To provide Title Holder with all necessary information on a timely basis, as

available, concerning Preliminary Pageants,

c) To pay all monies, awards, and prizes as long as Title Holder is not in default under this contract, as follows:

i) A crown upon winning the title of Miss Pride of West Virginia 2010-2011.

\$450.00 upon winning the title of Miss Pride of West Virginia 2010-2011.

An additional \$450.00 upon successfully completing their benefits, reign, and performing at the Miss Pride of West Virginia 2011 Pageant at such time and place as set forth by Rainbow Pride of West Virginia, Inc.; as long as the winner is not in default as stated in the contract between the winner and Rainbow Pride of West Virginia, Inc.

ii) A crown upon winning the title of Mr. Pride of West Virginia 2010-2011. \$450.00 upon winning the title of Mr. Pride of West Virginia 2010-2011.

An additional \$450.00 upon successfully completing their benefits, reign, and performing at the Mr. Pride of West Virginia 2010-2011 Pageant at such time and place as set forth by Rainbow Pride of West Virginia, Inc.; as long as the winner is not in default as stated in the contract between the winner and Rainbow Pride of West Virginia, Inc.

4) **CERTAIN RIGHTS RESERVED BY TITLE HOLDER.** As long as Title Holder is not in default under this Contract, he/she 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 Preliminary Pageants. Other private bookings, approved by Promoter, shall be for whatever fee as Title Holder feels is justified.

5) **CERTAIN RIGHTS RESERVED TO PROMOTER.** The following rights are reserved to Promoter:

a) To have and retain paramount title to the names of Miss Pride of WV, Mr. Pride of WV at all times;

b) To change the title of Miss Pride of WV, Mr. Pride of WV at its own discretion.

c) To reasonably set forth Rules and Regulations concerning the conduct of holders of the title and;

d) To set the dates, times and places of all future Rainbow Pride of WV Pageants.

6) **Promoter's Remedies.** If Title Holder defaults under this Contract, Promoter may treat any one or more of the foregoing occurrences as a breach of this Contract, and thereupon at its option may, without notice or demand of any kind (which Title Holder hereby expressly waives), to Title Holder or any other person, have, but not limited to, any or all of the following remedies:

a) Revoke the title from the current Title Holder;

b) Demand the return of all prizes, awards and/or monies given to Title Holder;

c) Refuse entry into any of Promoters franchised Rainbow Pride of WV, Inc. Preliminary Pageants;

d) Pass the Title of Pride of WV to the 1<sup>st</sup> Runner-up, or any other person felt to be qualified by Promoter;

e) Refuse bookings under an official nature to Title Holder, and;

f) To access fines for breach of any part of this Contract. Said fines shall not exceed the amount of Five Hundred Dollars (\$500.00) per offense, but may be lower amount as set forth and determined by Promoter.

7) **NOTICES.** All notices to be given by one party to the other under this Contract, shall be in writing, mailed or hand delivered as follows:

a) If to Promoter:

Rainbow Pride of WV, Inc.

P.O. Box 2624

Charleston, WV 25329

Attention: Pride Pageantry of WV Sub-Committee

(or to such other person at such other address designated by notice to Title Holder.)

b) If to Title holder: At address stated above.

Mailed notices shall be sent United States Certified or Registered mail, postage

prepaid. Such notices shall be deemed to have been given upon posting in the United States Mail.

**8) MISCELLANEOUS**

- a) All rights and remedies of Promoter under this Contract shall be cumulative and none shall exclude any other right 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 the necessary grammatical changes required to make the provisions hereof apply to corporations or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed, and;
- c) This Contract shall be construed under the laws of the State of West Virginia.

**9) RELEASE.** Title Holder agrees to release and hold harmless Rainbow Pride of WV, Inc., and any Official Pride WV Pageant, their agents, servants, and employees from any liability and/or responsibility what so ever resulting from, associated with, or arising out of Title Holder's participation in the Pride of WV Pageant in any duly franchised Pride of WV Preliminary Pageant, including but not limited to personal injury, or loss or damage to personal property, regardless of whether the loss or injury occurs before, during or after the Pride of WV Pageant, any duly franchises Pride of WV Preliminary Pageant or any Rainbow Pride of WV, Inc., Preliminary or State Pageant or any other related activity, including, but not limited to, the State or Preliminary Pageant, and their related activities.

Title Holder also hereby releases him/herself from any rights to any video taping (sound and/or video), photography, recording, still camera, or motion pictures of the Pride of WV Pageant or any duly franchised Pride of WV Preliminary Pageant or any franchised Rainbow Pride of WV, Inc., Preliminary or State Pageant. Title Holder understand that he/she has or will have no rights to any of the recordings arising out of said Pageants that Title Holder may appear in or on, or the future sales thereof.

In Witness Whereof, Promoter and Title Holder cause this instrument to be duly executed this day of May, 2010.

Title Holder of Pride of WV 2010-2011

By: \_\_\_\_\_

WITNESS

To Signature of Pride of WV 2010-2011

By: \_\_\_\_\_

Chairman, Rainbow Pride of WV, Inc.

By: \_\_\_\_\_

Secretary, Rainbow Pride of WV, Inc.

By: \_\_\_\_\_

# MISS PRIDE OF WEST VIRGINIA 2010-2011 BENEFIT GUIDELINES

I, \_\_\_\_\_, agree to the following guidelines in regard to the required benefits of my Miss Pride of West Virginia 2010-2011 contract.

1. I understand I have from September 1, 2010 (1<sup>st</sup> Benefit), January 1, 2011 for the (2<sup>nd</sup> Benefit) and until April 1, 2011 for the final to complete my benefit shows.
2. I must arrange and schedule all benefit shows. The committee is not responsible for organizing my benefit shows.
3. I may choose to do three or five benefit shows. If I choose to do three benefit shows, I must donate all tips/donations from the show to Rainbow Pride of WV Inc. If I choose to do five shows, I will donate the proceeds from the first act or half of the show to Rainbow Pride of West Virginia Inc., and I may keep the proceeds of the second act or half of the show.
4. I will do Three \_\_\_\_\_ Five \_\_\_\_\_ shows. (Please initial next to the number of benefit shows you will conduct.)
5. I must notify via US mail or by a telephone call to the Pageant Director of the committee a minimum of 30 business days before I perform a benefit show, so they can help me promote it.
6. If I fail to notify the Rainbow Pride of West Virginia Committee of a benefit show, then it will not count as a benefit show.

\_\_\_\_\_  
Title Holder  
Miss Pride of WV 2010-2011

\_\_\_\_\_  
WITNESS  
To Signature of Miss Pride of WV 2010-2011

\_\_\_\_\_  
Chairman, Rainbow Pride of WV, Inc.

\_\_\_\_\_  
Pageant Director, Rainbow Pride of WV, Inc.

# MR. PRIDE OF WEST VIRGINIA 2010-2011 BENEFIT GUIDELINES

I, Mr. Pride of West Virginia, agree to the following guidelines in regard to the required benefits of my Mr. Pride of West Virginia 2010-2011 contract.

1. I understand I have from September 1, 2010 for my 1<sup>st</sup>, January 1, 2011 for my 2<sup>nd</sup> and until April 1, 2011 for the final to complete my benefit shows.
2. I must arrange and schedule all benefit shows. The committee is not responsible for organizing my benefit shows.
3. I may choose to do three or five benefit shows. If I choose to do three benefit shows, I must donate all tips/donations from the show to Rainbow Pride of WV Inc. If I choose to do five shows, I will donate the proceeds from the first act or half of the show to the Rainbow Pride of West Virginia Inc., and I may keep the proceeds of the second act or half of the show.
4. I will do Three \_\_\_\_\_ Five \_\_\_\_\_ shows. (Please initial next to the number of benefit shows you will conduct.)
5. I must notify via US mail or by a telephone call to the Pageant Director of the committee a minimum of 30 business days before I perform a benefit show, so they can help me promote it.
6. If I fail to notify the Rainbow Pride of West Virginia Committee of a benefit show, then it will not count as a benefit show.

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Title Holder

Mr. Pride of WV 2010-2011

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Mr. Pride of WV 2010-2011

WITNESS

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Chairman, Rainbow Pride of WV, Inc.

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Pageant Director, Rainbow Pride of WV, Inc.