



## **Document 5**

## **Form 5**

### **2016 Miss Arkansas and the 2017 National Contestant Home Movie**

**As you are aware we have very little time to prepare Miss Arkansas 2016 National Packet after crowning. We are making an attempt to be prepared for that short time line. We ask that you all understand that if your crowned Miss Arkansas 2016 you are familiar with what we may need to send to MAO 2017 for you. If you are aware and prepared you are one step closer to Miss America. Thank you for understanding.**

**We are not asking for a copy of your home video but we are asking for the release be prepare for whatever we have to prepare for or send to MAO.**

- 1. Read the guidelines and follow directions. We will prepare or provide the requested video after the Miss Arkansas Titleholder is crowned.**
- 2. We will ask if you for your own copy of a Home Video.**
- 3. For Miss Arkansas 2016 we ask all contestants to prepare/sign the form page 3 and 4 then place in your packet.**
- 4. Make a copy of your Home Movie Video Form pages 3 and 4.**
- 5. Place that copy in your Contestant Packet .**
- 6. Complete the following two pages with data you have at this time.**
- 7. Sign under the LICENSOR section**
- 8. Leave the LICENSEE section blank**
- 9. Turn in your Contestant Packet April 24, 2016 after Lottery and at your area contestant meeting**

## **Contestant Home Movie**

### **MAO Guidelines 2015**

FYI: Miss America may require immediately after the State Competition a Home Movie Videos:

#### **READ**

- A home movie track of the contestant performing a talent between the ages of 5 and 10. MAO preferred in 2015 the home movie shows the contestant performing in the talent genre she has chosen for competition, although it is not required.
  - For example; dance talent at the 2016 Competition—performing dance on the home video, piano talent at the 2016 Competition—performing piano on the home video, etc.
  - Please note that a performance in the talent genre is recommended, but not required.
- When we send the video it should be labeled “Miss (State) 2016 Home Movie” and include only one (1) performance, not longer than thirty (30) seconds and uploaded to the designated area below in either quick times or .mov format.
- The Home Movie Materials License Agreement is the signed release agreement to accompany the above “Contestant Home Movie” and is available to download from [www.missarkansas.org](http://www.missarkansas.org) and under the State Forms: Section 5 and Form D.

**If you have any questions, please e-mail [cjwilson1852@gmail.com](mailto:cjwilson1852@gmail.com)**

## 2017 Materials License Agreement – Form D

**AGREEMENT** made by and between The Miss America Organization (“Licensee”) and

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State & Zip)

(“Licensor”), on the other hand.

1. Licensor hereby grants to Licensee a gratis license to use the materials identified below which are owned by and provided by Licensor in connection with and embodied in the television special entitled “Miss America 2017” which is scheduled to air on the American Broadcasting Company (“ABC”) in September 2016 (the “Program”).

The so-called “home movie” footage will feature Licensor performing as a child between the ages of 5-10 years (the “Licensed Materials”).

Licensee shall have the right to use the Licensed Materials in, and in connection with, the Program, and the exploitation, distribution, advertising, promotion, marketing, and publicity thereof including, but not limited to, all television, the internet, in connection with wireless telephones, and all other ancillary and subsidiary rights now known or hereafter devised, throughout the universe. The rights granted to Licensee herein include the right to edit, modify, alter and adapt the Licensed Materials.

2. Licensee shall have the right to utilize the Licensed Materials in connection with the Program commencing on the date of initial broadcast of the Program for perpetuity.

3. As between Licensor and Licensee, the Program shall be Licensee’s sole and exclusive property, and Licensor shall not by this license, acquire any ownership rights in and to the Program.

4. Licensor represents and warrants that (i) Licensor has the full right, power, and authority to enter into this Agreement and to grant Licensee all of the rights granted herein; (ii) Licensor owns or controls any and all intellectual property rights relating to the Licensed Materials; (iii) the consent of no other person or entity is necessary for Licensor to enter into and fully perform this Agreement; (iv) Licensee shall not be required to make any payments for any reason to any person or entity in connection with the exercise of the rights granted to Licensee in this agreement, and, (v) the Licensed Materials do not and will not defame, infringe or violate the rights of privacy of any third party and are not the subject of any actual or threatened litigation or claim.

5. Licensor hereby agrees to indemnify, defend and hold harmless Licensee, ABC and their respective parent company(ies), affiliated entities, subsidiaries, successors, transferees, assignees, licensees, designees and the agents, associates, officers, directors and employees thereof (the "Indemnified Parties") from and against any and all third party liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys' fees) arising by reason of the breach or alleged breach of any representation, warranty, covenant or agreement contained in this Agreement. Further, Licensor agrees to indemnify, defend and hold harmless the Indemnified Parties against any claim by a third party with respect to ownership of the Licensed Materials or any likeness contained therein.

6. This Agreement shall inure not only to Licensee's benefit, but to the benefit of all parties who may hereafter acquire the right from or through Licensee to distribute, exhibit, advertise and/or exploit the Program, including, without limitation, ABC and Licensee's successors, assignees and licensees.

7. In the event there shall be any conflict between any provision of this Agreement and any such applicable law, or applicable guild or union agreements, the latter shall prevail, and the provision or provisions of this Agreement affected shall be modified to the extent (but only to the extent necessary to remove such conflict and permit compliance with such law), and so modified this Agreement shall continue in full force and effect.

8. This Agreement constitutes the entire agreement between the parties and cannot be modified except by a written instrument signed by the parties. This Agreement shall supersede any prior or contemporaneous agreements, and may not be waived or amended, except by a written instrument. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same Agreement.

9. All rights, title or interest which are held by Licensor in, to and in connection with the Licensed Materials are reserved by Licensor.

By signing in the spaces provided below, the parties accept and agree to all of the terms and conditions hereof.

**Agreed to and Accepted:**

**LICENSOR:**

**LICENSEE:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(MAO Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(MAO Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_