

# **Miss South Carolina**

Scholarship Organization, Inc.

## **Local Organization Agreement**

For Competition Year 2022-2023

MISS SOUTH CAROLINA SCHOLARSHIP ORGANIZATION, INC.

July 1, 2022

MISS SOUTH CAROLINA SCHOLARSHIP ORGANIZATION, INC.

Local Organization Agreement

July 1, 2022

to

June 30, 2023

THIS CONTRACT made by and between the Miss South Carolina Scholarship Organization, Inc., a non-profit corporation organized and existing under the laws of the state of South Carolina with its principal office in Hartsville, South Carolina (hereinafter sometimes referred to as “the Miss South Carolina Scholarship Organization, Inc. and MSCSO”) and

\_\_\_\_\_ (name of organization) \_\_\_\_\_ ( nature of organization, i.e., corporation, non-profit corporation, etc.), of

\_\_\_\_\_ (address) (hereinafter referred to as “Local Competition”) as follows:

- 1. The Miss South Carolina Scholarship Organization, Inc. hereby grants Local Competition the right to conduct a local preliminary competition within the territory of the following counties: \_\_

\_\_\_\_\_ (hereinafter referred to as the “contract area”) for the selection of a candidate to compete in the state finals of the Miss South Carolina Competition to be held at such location to be announced in South Carolina by the Miss South Carolina Scholarship Organization, Inc. on such dates in June and/or July to be announced by the Miss South Carolina Scholarship Organization, Inc. (hereinafter referred to as “State Finals”).

- 2. It is mutually understood and agreed that the Miss South Carolina Scholarship Organization, Inc. owns all right, title, interest and proprietorship in and to the names, designations and marks “Miss \_\_\_\_\_,” “Miss \_\_\_\_\_ Competition” and “Miss \_\_\_\_\_

Scholarship Competition.” In the event that Local Competition forms or otherwise becomes associated with a corporation or other approved entity (hereinafter sometimes referred to as “Associated Entity”) at any time during the contract period and uses “Miss \_\_\_\_\_” in any part of its name or forms or otherwise associates with such other corporation or approved entity for the purpose of delegating one or more of its responsibilities hereunder, such corporation or Associated Entity shall include within its charter, petition or articles of incorporation, the paragraphs contained in Rider “A” attached hereto.

In the event Local Competition or the Associated Entity uses any combination of the names and marks referred to herein above as part of its name, in the event Local Competition is not a separate corporation, it is agreed as a condition precedent to the license granted herein that should the Miss South Carolina Scholarship Organization, Inc. so request, Local Competition and or Associated

Entity will delete such names or marks from its name within thirty (30) days after receipt of written demand from the Miss South Carolina Scholarship Organization, Inc. and or its assigns, is hereby authorized and empowered by the Local Competition and or Associated Entity to proceed to have the names and marks deleted by appropriate procedures with the Secretary of State or other authorized governmental agency and to sign whatever documents are necessary to effect the deletion of the name and marks or to proceed in equity or law to compel the deletion of same.

Unless specifically waived in writing by the Miss South Carolina Organization, Inc. once any request by the Miss South Carolina Scholarship Organization, Inc. is made in accordance with this paragraph, Local Competition and or Associated Entity shall immediately cease and desist holding itself out as “Miss\_\_\_\_\_Competition” and shall cease and desist use of all stationery, business cards, banners, signs, sashes and other materials which contain the name or marks “Miss\_\_\_\_\_.”

3. The Miss South Carolina Scholarship Organization, Inc. agrees:
  - a. That it will conduct the State Finals in a location in South Carolina to be announced by the Miss South Carolina Scholarship Organization, Inc. on or about June and/or July of each year.
  - b. That it will accept the winner of the Local Competition conducted by the Local Competition as a candidate in the State Finals provided that Local Competition has complied with the terms hereof and such other rules and regulations as may be promulgated from time to time by the Miss South Carolina Scholarship Organization, Inc.
  
4. Local Competition agrees:
  - a. To execute and return this Agreement within thirty (30) days of receipt.
  - b. To Sponsor, promote, finance and conduct a fair and unbiased Local Competition and to select a candidate to compete in the State Finals of the Miss South Carolina Competition in accordance with the terms and conditions set forth herein and the rules and regulations promulgated from time to time by the Miss South Carolina Scholarship Organization, Inc. and by the Miss America Organization.
  - c. To certify in writing that all candidates, specifically including the Local Competition winner, have been selected in accordance with all rules and regulations of the Miss South Carolina Scholarship Organization, Inc. and the Miss America Organization and further that all candidates, specifically including the Local Competition winner, have completed and been selected within the appropriate period immediately preceding the date of competition of the State Finals. To conduct the Local Competition at the same location on consecutive nights on or before March 2023 preceding the State Finals. An exception may be made to this rule if approved in writing by the state executive board.
  - d. That it will not, either directly or indirectly or by representation by third persons, conduct or participate in the conduct of any other national or international competition to the Miss America Competition, unless an exception has been granted in writing by the Miss America

Organization.

- e. That it will not, either directly or indirectly, conduct or participate in the conduct of competitions or competitions with children, even if this serves as a fundraiser for the local organization. Competitions held with underage competitors must in no way be associated with any entity within the Miss America Organization.
- f. That the Local Competition will not assume obligations or make commitments for or on behalf of the Miss South Carolina Scholarship Organization, Inc. or the Miss America Organization, it being understood that Local Competition has no right to bind or obligate the Miss South Carolina Scholarship Organization, Inc. unless authorized by the Miss South Carolina Organization, Inc. in writing.
- g. That Local Competition shall provide scholarships and shall award such scholarships in accordance with the Miss South Carolina Scholarship Organization, Inc. rules and regulations and shall provide for the clear and unambiguous mention of such scholarship awards which the Local candidates are eligible to receive in all promotional material distributed in connection with the conduct of the Local Competition. The Local Competition shall maintain all scholarship funds in the Central Carolina Community Foundation, a 501(c)(3), located in Columbia, South Carolina.
- h. To provide for the clear and unambiguous mention for the scholarship awards which the candidates in the State Finals and National Finals of the Miss America Competitions are eligible to receive in all promotional material distributed in connection with the conduct of the Local Competition.
- i. That if for any reason, the winner of the Local Competition is disqualified or, if for any reason, unable to fulfill her duties, the first runner-up selected by the judges shall succeed to the local Competition title and shall be sent to the State Finals by the Local Competition. If the first runner-up declines the Local Competition title, then the title shall be offered to each runner-up in the order of succession. In such event, the Miss South Carolina Scholarship Organization, Inc. agrees to accept the runner-up as the new Competition winner if certified in accordance with subparagraph (c) above.
- j. To ensure that all judges serving the Local Competition will be instructed to follow the method of judging, as may be revised from time to time, as set forth by the Miss America Organization.
- k. To submit to the Miss South Carolina Scholarship Organization, Inc. along with the execution of the agreement, the name and address of each member of the Local Competition Committee, and to notify the Miss South Carolina Competition Organization, Inc. in writing within ten (10) days of any change in the identity of the Chairman of the Board, President or Executive Director of the Local Competition, along with the name of the officers and members of the Board constituting the Local Competition and Local Competition Committee members.
- l. To ensure that no Miss candidate at the local level is charged an entry fee or sponsor's fee or required to sell a sponsor's page, signature page or any such advertising to be in a local competition.

- m. To conduct the Local Competition as a not-for-profit entity so that no person or entity associated or affiliated with the Local Competition shall make a profit due to such association or affiliation, except that Local Competition may reimburse its competition officers, directors, and employees for the actual and reasonable costs of goods and or services used in connection with Local Competition and may pay reasonable and necessary salaries for services rendered.
- n. To abide by the Miss South Carolina Scholarship Organization, Inc.'s policies, and the policies set forth by the Miss America Organization, prohibiting all forms of sexual harassment toward all participants in the Miss America system, specifically including candidates in the Local Competition.
- o. No person shall be a member of any Local Competition Committee who has or intends to provide for profit or otherwise any product or service directly or indirectly for any potential or actual candidates in any State or Local Competition.
- p. The Local Competition is obligated to pay a non-refundable contract fee of four hundred dollars (\$400.00) to the Miss South Carolina Scholarship Organization, Inc. Payment for the contract fee **MUST** be submitted with this completed agreement. This fee includes the payment for any and all insurance, as may be provided in Rider "B" attached hereto and incorporated by reference as set out herein. Locals who own more than one title shall pay two hundred dollars (\$200.00) per title following the initial title.
- q. The Local Competition must have at least four (4) candidates qualified to compete in order to hold the preliminary competition and crown a Miss winner. For double crownings, the competition must have at least six (6) qualified candidates; For triple crownings, the competition must have at least nine (9) qualified candidates.
- r. Local Competition will inform all candidates in its Competition in writing, and at the time of entry, the amounts of scholarships to be awarded and all other prizes, gifts and awards. This information shall be filed on the night of the local competition with the appropriate State Board Member along with copy of such awards listed in the Competition program.
- s. The Local Competition may, at their discretion, pay the registration fees, lodging, meals and transportation expenses necessary for its winning candidate to attend any meetings required by the Miss South Carolina Scholarship Organization, Inc.
- t. The Local Competition may conduct a Teen competition following the guidelines set forth by Miss America's Outstanding Teen and send a teen representative to the state competition in June and/or July. The Local competition will submit two weeks after their competition two hundred fifty dollar (\$250.00) participation fee for each teen candidate.
- u. The Local Competition will submit, upon request of the Miss South Carolina Scholarship Organization, Inc. all questionnaires, the candidate contract and any other information as may be required by the Miss South Carolina Scholarship Organization, Inc. All forms must be typewritten and completed by the winner and shall be accompanied by her State Finalist questionnaire, together with her professional headshots (without crown). The number of questionnaires and the number and size of photographs will be determined by the Miss South Carolina Scholarship Organization, Inc. All photographs and other such material shall become

the sole property of the Miss South Carolina Scholarship Organization, Inc.

- v. The Local Competition shall ensure that all judges serving the Local Competition will be required to follow the method of judging outlined issued by the Miss America Organization. The Local Competition shall select a Judges Panel of no less than five (5). Each Judges Panel shall include a Chief Judge and a minimum of one novice judge.

In the event that all judges are not available to judge, an alternate judge may be selected by the State Organization. Each local Executive Director must submit a list of the Local Competition's prospective judges to the Field Director at least two weeks prior the Local Competition. The list must receive the approval of the Field Director at his/her discretion, before the prospective judges are confirmed. If not received two weeks prior to the Local Competition your judges will be appointed by the state office. In addition, the prospective judges must meet the following:

- a. An individual may not serve as a judge unless he/she is at least 21 years old on or before the date of the Local Competition preliminary he/she has been asked to judge.
- b. Husbands and wives or individuals residing in the same household may not serve on the same Judges Panel.
- c. Individuals who serve on the same Local Competition Committee may not serve on the same Judges Panel.
- d. Parents of candidates who are currently competing in the Miss America Program may not serve on a Judges Panel while their daughter is competing.
- e. An individual who provides grooming services as defined below, the spouse or anyone living in the same household of that individual will not be permitted to serve on a Local Panel. The Miss America Organization defines grooming as a business or mentoring relationship established between a potential or actual candidate and an individual who provides services or products directly related to competition in the Miss America Program. The term "grooming" does not apply to advice and recommendations given within the context of the potential judge's Local Competition.
- f. The Local Competition will not solicit or otherwise include advertising, patronage, scholarships or any other form of support from television, services and or scholarship sponsors of the Miss South Carolina Competition without the express written permission of the Miss South Carolina Scholarship Organization, Inc.
- g. The Local Competition will pay all outstanding debts owed to the Miss America Competition and the Miss South Carolina Scholarship Organization, Inc. prior to the Local Competition's representative competing in the State Finals, and that the Local Competition contract cannot be approved until payment of the contract fee as set out herein.
- h. If its Local Competition representative is selected Miss South Carolina, it shall vest the sole responsibility for her training and preparation for the Miss America Competition and her management and supervision throughout the year of her reign as Miss South Carolina to the Miss South Carolina Scholarship Organization, Inc.

- i. The Local Competition will furnish space at no cost to the Miss South Carolina Scholarship Organization, Inc. for the placement of not more than one full page advertisement in its local program book as designated by the Miss South Carolina Scholarship Organization, Inc. in consideration for the scholarship donors to the Miss South Carolina Competition. The Miss South Carolina Scholarship Organization, Inc. will be responsible for furnishing camera ready copy to the Local Competition without cost to the Local Competition. Two copies of the program book must be submitted for the purpose of verifying publication for benefactors.
  - j. Prior to competition, the Local Competition will have each of its candidates execute a Local Candidate Contract in the manner and form provided by the Miss America Competition. Such contracts shall be verified by the Chief Judge and no candidate may enter into any phase of competition before executing the same.
  - k. The attending State Board or Staff Member will collect all ballots and tally sheets from the Local Competition to be submitted to the Miss South Carolina Scholarship Organization, Inc. The Local Competition may not have copies of the ballots and tally sheets.
5. With respect to the selection and qualifications of candidates in the contract area, the Local Competition further agrees as follows:

It will abide by the following rules and regulations for selection of candidates in the local competition:

All candidates must be citizens of the United States prior to entering the Local Competition; and except as hereinafter provided, candidates must be residents of South Carolina and the Local Competition territory for six (6) months prior to the date of application to enter the Local Competition. The state and territorial residency requirements may be waived in either of the following circumstances:

- Any candidate who is a full-time student in any college or university situated in the Local Competition contract territory. For the purposes of this provision, a candidate will be considered a “full-time student” if she meets the criteria for a full-time student of the college or university at which she is enrolled and maintains such status throughout the semester immediately preceding the Local Competition.
  - Any candidate who is employed full-time in the Local Competition contract territory. “Full-time employment” is defined by the employer.
  - Candidates must be single and never have been married and not be nor have ever been pregnant.
- a. Candidate (1) must be at least nineteen (19) years of age as of December 31<sup>st</sup> in the calendar year of the State competition in which she competes; (2) Must not be older than twenty-six (26) years of age as of the last day in the calendar year of the State competition in which she competes (December 31<sup>st</sup>).
  - b. For the avoidance of doubt, a candidate cannot turn twenty-seven (27) years of age at any

time during the calendar year in which she will compete at state.

- c. For avoidance of doubt, Teen Candidates will be 13 to 18 year olds, Must not be older than eighteen (18) years of age on December 31 of the year of the State competition
- d. Candidates must be high school graduates or have passed the high school equivalency examination (G.E.D.) by the date of the finals of the State Competition of the year in which they would be eligible to compete in the National Finals of the Miss America Competition. Alternatively, candidates must have completed the requirements for entry into a four- year college degree program by such date.
- e. Candidates must be of good moral character and shall not have been convicted of any crime nor shall they have any criminal charges pending, and shall possess talent, poise, personality, intelligence, charm, beauty of face and figure befitting a candidate in the Miss South Carolina Competition.
- f. Candidates must possess and display a talent in not more than 90 seconds in a live talent routine. This talent may be singing, dancing, playing a musical instrument, dramatic reading, art display, dress designing, or like performance, or she may give a maximum 90 seconds talk. Talents will be 90 seconds at the State and National level. Candidates may be amateur or professional performers.
- g. All candidates must be in good physical and mental health.
- h. A candidate shall not have been a previous Miss America State finalist who competed in the National Finals of the Miss America Competition.
- i. A candidate shall not hold the same local title more than once, or work under the direction of the same Local Executive Director more than once, even if her local title has changed. The only exception to this rule is if the candidates hold the title as a Teen, she is then eligible to hold the same title as a Miss candidate.
- j. No candidate shall be eligible for competition in the Miss South Carolina Competition without first having won a local preliminary competition duly contracted and conducted prior to the State Finals of the Miss South Carolina Competition and then only if she has not previously represented the same Local Competition in the State Finals the previous year.
- k. Before competing in any Miss South Carolina or Miss South Carolina Teen local preliminary competition, each candidate is required to register with the Miss America Organization and pay a \$35 registration fee. Each Miss Candidate is required to raise \$75 to participate in each local competition. To be eligible for a state competition, the candidate must also follow all set rules by the Miss America Organization pertaining to SPOT fund. The Miss and Teen candidate who wins the local competition, as a requirement to compete for the title of Miss South Carolina, must raise an additional minimum of three hundred fifty dollars (\$350.00) to support the Miss South Carolina/Miss America Scholarship Fund through the SPOT fund campaign. In addition, the Miss Candidates pay a \$325 registration fee. The \$325 registration fee is a joint fundraising



effort by the Local Organization and their Miss Candidate. The candidate who becomes Miss South Carolina will be required to raise an additional minimum of one thousand dollars (\$1000.00), due within no later than thirty (30) days prior to the National Finals to support the Miss America Scholarship Fund through the SPOT fund campaign. In furtherance of the foregoing, each candidate will create a personal fund raising web page and perform such other acts and deeds in accordance with the instructions and requirements of the Miss South Carolina/Miss America Organizations as they may change from time to time.

1. A Miss America preliminary competition title holder is prohibited from competing in another local preliminary competition in South Carolina or any other state until the earlier of the time she has completed her current reign or one year from the date she won her current local title unless agreed upon in writing from current local competition director and/or Miss South Carolina Executive Director. However, a candidate can compete in the same local competition if at least two state competitions have been held prior to competing for that local tile again.
  - m. Unless specifically waived in writing by the Miss America Organization or the Miss South Carolina Scholarship Organization, Inc., no candidate in a Local Competition shall be eligible to compete if she was endorsed or contracted to endorse any product competitive to those products sold by the national sponsors of the Miss America Organization or the Miss South Carolina Scholarship Organization, Inc. within three (3) months prior to the State Finals and or is under such contract or endorsement at the time of competition or thereafter.
  - n. Local Competition acknowledges that it is the policy of the Miss America Organization and the Miss South Carolina Scholarship Organization, Inc. that all candidates in the State Competition, Local Competition's representative, will not, during the period of their reign, associate with in any way, in the promotion or conduct, or become a candidate or participant, either directly or indirectly, in any national or international competition of a nature similar to the Miss America Competition.
6. Local competition agrees as follows with respect to the Local Competition winner:
- a. It may, at their discretion, pay the round trip transportation expenses for the winning candidate to travel to the Miss South Carolina competition and will see that she arrives promptly for the state competition at the time, place and date set forth for such competition. It is further understood and agreed that the Miss South Carolina's Competition shall not be obligated to supply transportation for any candidate's personal use.
  - b. It will assist the winning candidate of its Competition in securing wardrobe appropriate for competition in the Miss South Carolina Competition, or in the alternative, a sufficient wardrobe allowance for the candidate to purchase same. Furthermore, a cash scholarship of not less than five hundred dollars (\$500.00) will have been fully funded and will be made available to its winner no later than the date her successor is crowned. Scholarship monies must be maintained at the Central Carolina Community Foundation.

- c. No person shall serve as a judge in any Local Competition or be a member of a Local Competition Committee who has or intends to provide for profit or otherwise any product or service directly or indirectly for any potential or actual candidate in any Local or State competition.
- d. It is hereby understood and agreed that the Miss South Carolina Scholarship Organization, Inc. reserves the right at any time to change, amend, or eliminate any rules or policies including, but not limited to, the rules set forth in this Agreement pertaining to production requirements, administrative procedures and or rules and policies which the Miss South Carolina Scholarship Organization, Inc. determines to be reasonably necessary for the general welfare of the Miss South Carolina Scholarship Organization, Inc. and or Local Competition.
- e. The terms of the Contract Agreement are necessary in order to give every candidate throughout the State of South Carolina an equal opportunity to compete for the title of Miss South Carolina, and the parties hereto recognize and agree that Local Competition and the Miss South Carolina Scholarship Organization, Inc. are two independent organizations and that no agency, partnership or joint venture relationship is created by the provisions of this Contract Agreement.
- f. Local Competition does hereby agree to indemnify and completely save harmless the Miss South Carolina Scholarship Organization, Inc., its officers, directors and employees as the result of any claims, damages, obligations and or liabilities imposed or asserted upon the Miss South Carolina Scholarship Organization, Inc. arising out of any transaction or occurrence not authorized in writing by the Miss South Carolina Scholarship Organization, Inc.
- g. All controversies or claims arising out of or relating to the Agreement or the breach thereof shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association before an arbitrator selected by said Association. Said arbitration shall be held in Darlington County, South Carolina. Both parties agree to be bound by the decision of said arbitrator, that they have no right to appeal the arbitrator's decision and that the judgment of the arbitrator may be entered in any court of competent jurisdiction.
- h. Waiver or failure of enforcement of any provision hereof on any one occasion shall not be deemed to constitute a waiver of enforcement of said provision in the future.
- i. This Contract Agreement constitutes the entire agreement between the parties and it cannot be changed or altered except by a writing executed with the same formality as this document by both parties.
- j. It is recognized that a similar agreement is being entered to between the Miss South Carolina Scholarship Organization, Inc. and other Local Competitions in the State of South Carolina. In order to ensure a uniform and consistent interpretation, hereof, the parties agree that this contract shall be construed under and in accordance with the laws of South Carolina.
- k. In the event of termination of the contract of Local Competition or in the event that the

contract is not renewed, Local Competition shall comply with the applicable provisions of this Agreement and shall turn over the Local Competition's scholarship bank account (including scholarship funds raised in the name of the Local Competition and scholarship funds designated as payable), other funds and assets (including, but not limited to set, props, office equipment, stationary, sashes, etc.) after the payment of all debts previously contracted for and incurred in good faith (or, if such debts have not become mature, Local Competition shall transfer such funds and assets and debts, to the limit of the funds and assets transferred only), to a successor contractor, if there should be one, or if none, to the Miss South Carolina Scholarship Organization, Inc.

- d. Local Competition represents and warrants to the Miss South Carolina Scholarship Organization, Inc. and to the candidates competing in Local Competition that it has or will have at the time of award, 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. Local Competition acknowledges and agrees that such representation and warranty is a material inducement to the making of this Agreement.
7. The parties hereto acknowledge that Local Competition contracts are issued on a one year basis and that the same are subject to approval by the Miss South Carolina Scholarship Organization, Inc. solely at its discretion; and that the grant of a contract to Local Competition is contingent upon strict adherence to competition rules, regulations and directive as the same shall from time to time be promulgated. In the event there is any violation or lack of fulfillment of any of the provisions of this current Agreement on the part of Local Competition, it will forfeit the contract fee paid to the Miss South Carolina Scholarship Organization, Inc.
8. The local competition agrees that the person listed at the Executive Director of any local competition in the state of South Carolina shall be at least twenty five years of age at the time of submitting a contract to be awarded a local preliminary.

Furthermore, the Miss South Carolina Scholarship Organization, Inc. reserves the right, at any time, to disqualify Local Competition from participating or competing in the Miss South Carolina Competition for breach of this Agreement or failure to comply with the rules, policies or spirit of the Miss South Carolina Scholarship Organization, Inc. or the Miss America Competition.

The Miss South Carolina Scholarship Organization, Inc. reserves the right at any time during the contract period to change, amend, modify or eliminate any rules or policies pertaining to production requirements, administrative procedure and or rules or policies which it, at its sole judgment, determines to be reasonable necessary for the general welfare of the Miss South Carolina Scholarship Organization, Inc. and the Miss South Carolina Competition and its candidates; provided however, the Miss South Carolina Scholarship Organization, Inc. will give Local Competition reasonable notice of such changes as will enable it to comply with the same.

The waiver or failure of enforcement of any provisions of this Agreement on any one occasion shall not constitute a waiver of enforcement of the provisions in the future. This Agreement constitutes the entire agreement between the parties hereto and the same may not be changed or altered except by a writing signed by both parties. Should any provisions of this Agreement be void and unenforceable, such provisions shall be deemed omitted and the Agreement shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**MISS SOUTH CAROLINA SCHOLARSHIP ORGANIZATION, INC.**

**BY: \_\_\_\_\_**

**PRESIDENT**

**ATTEST:**

\_\_\_\_\_

**MISS SOUTH CAROLINA SCHOLARSHIP ORGANIZATION OFFICER**

**LOCAL COMPETITION:**

\_\_\_\_\_

**BY: \_\_\_\_\_**

**TITLE: \_\_\_\_\_**

**ATTEST:**

\_\_\_\_\_

**TITLE: \_\_\_\_\_**

**THIS COMPLETED CONTRACT AGREEMENT WITH PAYMENT ATTACHED THERETO MUST BE RETURNED TO:**

**Miss South Carolina Scholarship Organization**

**PO Box 297**

**Hartsville, South Carolina 29551**

# LOCAL COMPETITION COMMITTEE

Name of the corporation: \_\_\_\_\_

BOARD OF DIRECTORS: (name, address, and title)

NAME	ADDRESS	TITLE

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# LOCAL COMMITTEE MEMBERS

(name, address, and title)

NAME	ADDRESS	TITLE



## RIDER A

(a) The name of the corporation shall be \_\_\_\_\_.

(b) The name of this corporation is subject to the Miss South Carolina contract and is owned by the Miss South Carolina Scholarship Organization, Inc. which has all the rights and proprietorship in and to the names and marks “Miss \_\_\_\_\_ Competition,” and “Miss \_\_\_\_\_ Scholarship Competition.”

(c) The continued use of the name of this corporation is dependent upon the Miss South Carolina Scholarship Organization, Inc. contract authorizing this corporation to conduct Competition activities within the Local Competition contracted area, and should the contract be granted at some future time

to some other person, firm or corporation or, for any reason other than the mere termination of the contract period, not be granted to this corporation, then the Miss \_\_\_\_\_ portion of the corporation’s name shall by the terms of this document cease to exist and be automatically deleted there from and this document shall be amended within thirty (30) days after receipt of written notice to the Board of Directors by the Miss South Carolina Scholarship Organization, Inc. to reflect a new corporate name. In such event, the continued use of “Miss \_\_\_\_\_” in the corporate name shall be ULTRA VIRES and unlawful.

(d) If the corporate name is not amended during the thirty day period referred to above, then, and in that event, the Secretary of the Board of Directors of the Miss South Carolina Scholarship Organization, Inc. or designee, is hereby appointed the agent of this corporation with power of attorney to do whatever is necessary and to sign whatever documents are necessary to effect deletion of the name “Miss \_\_\_\_\_” from the corporate name in accordance with the terms of this paragraph.

# RIDER B

PLEASE READ THE LOCAL COMPETITION SCHOLARSHIP RULES AND REGULATIONS AND RETURN THE SIGNED ACKNOWLEDGEMENT TO THE MISS SOUTH CAROLINA SCHOLARSHIP ORGANIZATION, INC. ALONG WITH A COPY OF YOUR LOCAL CONTRACT AGREEMENT.

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## 2022-2023 LOCAL SCHOLARSHIP RULES AND REGULATIONS

ALL SCHOLARSHIP FUNDS MUST BE MAINTAINED AT THE CENTRAL CAROLINA COMMUNITY FOUNDATION, 2711 MIDDLEBURG DRIVE, SUITE 213, COLUMBIA, SC 29204

THE MISS \_\_\_\_\_ ORGANIZATION WILL AWARD SCHOLARSHIPS UNDER THE FOLLOWING GUIDELINES: (PLEASE NOTE IN SOME CIRCUMSTANCES A 501 C-3 FOUNDATION AFFILIATION MAY NOT ALLOW PAYMENT OF SCHOLARSHIP FUND TO BE UTILIZED FOR STUDENT LOANS OR COMPUTER EQUIPMENT.)

### 1) SCHOLARSHIP USAGE:

Scholarship funds may be applied to tuition, textbooks, supplies, academic fees and other appropriate mandatory educational expenses. All unusual or questionable items of expense must be referred to the Miss \_\_\_\_\_ Organization with as much information as possible and far enough in advance for consideration of approval. Amounts received as scholarship payments are taxable income to the extent that they exceed “Qualified Tuition and Related Expenses”.

Qualified Tuition and Related Expenses include tuition and fees required for enrollment or attendance of a student at an educational organization, including fees, books, supplies and equipment required of all students in the particular course of instruction.

Payment of all approved expenditures will be made directly to the college, university or other accredited institution unless extenuating circumstances exist (with the exception of computer or musical equipment clause). Personal Reimbursements to scholarship recipients will not be honored, so proper planning and time allotment is essential on the part of the student.

### 2) REQUESTING USAGE:

Requests for scholarships are initially processed by the Miss \_\_\_\_\_ Organization for its review and approval upon written receipt of statements from colleges and schools or from the candidate for other educational expenses. All statements and invoices must be accompanied by a cover letter from the candidate.

Requests for computer or musical equipment will be recommended only if the college or school states in writing that it is mandatory requirement in order for the candidate to complete the coursework. The candidate may be reimbursed for this expense provided the candidate submits either a letter on official school letterhead from the school stating the mandatory requirements or a list of course requirements. There will however, be a \$2,000 cap on computer equipment, and this type of expense will be reimbursed only once. Computer software is not a reimbursable item.



The original bill of sale must be submitted as well as the original credit card receipt or a copy of the canceled check

### 3) REIMBURSEMENT GUIDELINES:

Payments for room and board will be made to the educational institution (or for off-campus housing if the scholarship rules and regulations of the Miss\_\_\_\_\_Organization permit) and such requests must be accompanied by appropriate documentation from the educational institution evidencing the charges for same. Candidates must maintain at least 12 credit hours as a full-time student, 9 credit hours part-time status and 9 credit hours for graduate in order to qualify. Payments do not cover key fees or deposits, if living off campus. Utilities (electric, gas, cable, phone, etc.) are also not covered.

It is each candidate's obligation to determine whether the scholarship, in whole or part, is includable in gross taxable income, regardless of whether a Form 1099 has been issued. Candidates are encouraged to consult a tax advisor regarding the taxability of the scholarship payments.

### 4) PRIORITY OF LEVEL IN USAGE:

Candidates receiving scholarships at the local level must use the scholarship won at the local level prior to applying for funds at the state level. It shall be the responsibility of the local candidate to request written verification from the Miss\_\_\_\_\_Organization Local Executive Director that all local scholarship funds have been exhausted for submission to the State Organization. Outside of a request for computer equipment as discussed in Item 2, exceptions to this rule may be granted for payment of college or university room and board which do not fall within the guidelines for disbursement at the local level. The request for an exception must be submitted in writing to Scholarship Committee for consideration.

### 5) STUDENT LOANS:

Scholarships may be used for outstanding student loan obligations provided the candidate has satisfactorily completed the coursework for which the loan was obtained. In all cases, requests must include a current bill from the lender showing a current address, a copy of the promissory note showing that the candidate is either the primary or secondary payer of the obligation, and an official transcript showing completion of the coursework.

### 6) USAGE FOR FUTURE EXPENSES AND FORFEITURES

Scholarships may be used for future educational expenses, provided, however, except as set forth below; candidates must begin use of their scholarships within 1 year of the date of the award. Prior to the date of forfeiture, reasonable attempt will be made by the local organization to notify the candidate of impending forfeiture. If a candidate has not submitted a request to the Miss \_\_\_\_\_ Organization for her scholarship award dollars during this period, her right to request funds will be forfeited. **If a candidate forfeits any money from her scholarship award at the local level, her award at the state and national level will automatically be forfeited.**

An exception to the time limits may be made if the candidate, prior to the expiration date, makes a written appeal to the Miss\_\_\_\_\_Organization citing compelling reasons why the time period should be extended. If a candidate who wins her local title is successful in winning her state title it will still be necessary for her to submit a written letter of request for

extension of her local scholarship awards. The Miss \_\_\_\_\_ Organization will review the request and determine whether an extension is warranted. The decision of the Miss \_\_\_\_\_ Organization shall be final and binding.

**THE MISS SOUTH CAROLINA SCHOLARSHIP ORGANIZATION, INC. RESERVES THE RIGHT TO AMEND AND OR MODIFY THE FOREGOING SCHOLARSHIP RULES AND REGULATIONS AT ANY TIME WITHOUT NOTICE.**

I (Local Executive Director) have read and understood the 2022-2023 Miss South Carolina Scholarship Organization's Local Competition Scholarship Rules and Regulations.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

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REGULAR OPERATING ACCOUNT CERTIFICATION LETTER

TO: The Miss South Carolina Scholarship Organization, Inc.

This is to certify that the Miss \_\_\_\_\_ Competition  
has a regular operating account # \_\_\_\_\_.

The following individual(s) is (are) authorized to sign this account:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

NAME OF BANK: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BANK ADDRESS: \_\_\_\_\_

ACKNOWLEDGED BY: Miss

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Executive Director, President, etc)

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THIS DOCUMENT MUST BE ATTACHED TO YOUR CONTRACT AGREEMENT AND  
RETURNED TO THE MISS SOUTH CAROLINA SCHOLARSHIP ORGANIZATION, INC.  
ALONG WITH YOUR LOCAL CONTRACT AGREEMENT

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