

**LITTLE MISS NATIONAL PEANUT FESTIVAL PAGEANT
2025 LOCAL FRANCHISE AGREEMENT**

AGREEMENT by and between the National Peanut Festival, Inc., a non-profit corporation of the State of Alabama, sponsor of the Little Miss National Peanut Festival Pageant, hereinafter referred to as "Festival", and hereinafter referred to as "Local Pageant", as follows:

Pageant Sponsor: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ E-Mail: _____

WHEREAS, Festival is the sponsor of the Little Miss National Peanut Festival Pageant, and is a non-profit corporation under the laws of the State of Alabama, and,

WHEREAS, Festival has the right and authority to recognize parties to sponsor and conduct local contests for the selection of candidates to compete in the Little Miss National Peanut Festival Pageant, and Local Pageant desires to sponsor and conduct a local contest in the City, Community, County, School or Town (whether incorporated or unincorporated) of

_____, for the selection of a candidate to compete in said pageant,

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, it is hereby agreed by and between the parties as follows:

- (1) Festival hereby grants to Local Pageant the sole and exclusive right to conduct a local contest and bear the title of Little Miss _____, for the selection of a candidate to compete in the Little Miss National Peanut Festival Pageant for the year 2025, to be conducted by Festival for the selection of the Little Miss National Peanut Festival Pageant to be held in Dothan, Alabama.
- (2) In consideration thereof, Local Pageant shall:
 - (A) Advertise, promote, finance and conduct an unbiased local contest according to the terms and conditions set forth in this agreement and the rules and regulations promulgated from time to time by Festival, a current copy which has been attached.
 - (B) **Insure that all local pageants are sponsored by a non profit organization, school, civic or fraternal club and that it is held not before February 22, 2025 and not after April 26, 2025. Winner's form with three notarized eligible contestant forms, signed franchise agreements, letter from the school stating that contestant will be promoted to the second grade and a parade form must be received in Festival Office by 12:00 noon, May 16, 2025.**
 - (C) Pay to the Festival the sum of **\$450.00** as a franchise fee, which sum shall be due and payable not later than 12:00 noon on **May 16, 2025**. **In the event Local Pageant shall not sponsor a contestant in the Festival Pageant, said sum will not be refundable.**

(D) Local Pageant sponsoring a contestant in the Little Miss National Peanut Festival Pageant must make arrangements for a float for the use of its contestant in the parade to be held October 25, 2025. You may wish to share this expense with the sponsor of your local Miss Pageant or with another community. Neither the contestants nor their parents are responsible for the expense of the float. Failure of the sponsoring organization to pay for the costs of a float in the parade could result in loss of franchise by the organization. Complete the enclosed float form and return with this Franchise. Those who wish the Festival Float Builder to build their float will receive float information in August.

(3) Festival will accept the local winner as a contestant in the Pageant, provided that the Local Pageant has complied with the terms and conditions of this agreement, and provided further that:

(A) If, for any reason, the winner of the local contest is disqualified or released from appearing in the Little Miss National Peanut Festival Pageant, the first runner-up selected by judges of the local contest shall succeed as the winner, and shall be sent to the Pageant by the Local Pageant. In such event, Festival agrees to accept such runner-up as the new local winner, and Local Pageant's succeeding runners-up will each be promoted. No changes will be accepted after **June 1, 2025**. Submit the names, addresses and telephone numbers of your first and second runner-up on your winner's form.

(B) Festival will not accept Local Pageant winners in the Little Miss National Peanut Festival Pageant until Local Pageant has paid any and all bills outstanding to Festival or Float Builder. All fees must be paid by the Local Pageant Sponsor and not the contestants or parents.

(4) With respect to the selection and qualifications of contestants, Local Pageant further agrees as follows:

(A) All contestants must be in the second grade during the school year, 2025-2026 and at least six years of age and not over eight years of age as of **October 11, 2025**. Contestants must bear the title of a city, community, county, school or town, whether incorporated or unincorporated within a peanut producing state. A principal's letter or letter from the parent of a home schooled student verifying school grade is to be received by our office by **May 16, 2025**. **Contestants who are participating in virtual classes are assigned a school. A letter from the Virtual School System will be required stating the contestants assigned school. Home schooled students are under the direction of their parents. A letter will be required stating the school district they are zoned to attend. Online classes **only** at a school outside your designated zoning area do not qualify a contestant to compete in that area.**

Contestant may not have previously participated in the Little Miss National Peanut Festival Pageant.

(B) All contestants must have won a previous CLOSED pageant. A CLOSED pageant must limit participants to individuals who reside or attend school in the city, town or local community within a peanut producing county that they represent. **In towns or communities where there is no elementary or high school situated directly within the town or community, the pageant may solicit participants from the school zoned for that town or community.** All participants in a county wide pageant must reside or attend school in said county. A minimum of three (3) eligible contestants must participate in preliminary pageant to select the representative to participate in the Little Miss National Peanut Festival pageant. PLEASE VERIFY THE QUALIFICATIONS OF EACH OF YOUR CONTESTANTS BEFORE SENDING THE INFORMATION TO THE FESTIVAL.

UPON RECEIPT OF WINNER'S FORM, ALL FURTHER INFORMATION WILL BE SENT TO THE PARENTS. SPONSORING ORGANIZATIONS WILL BE NOTIFIED OF FAILURE OF THEIR CONTESTANT TO COMPLY WITH ALL RULES AND REGULATIONS.

(C) The contestant selected Little Miss Peanut must agree not to enter any other pageant during her reign. When selected, it is required that Little Miss Peanut relinquishes her local title.

(D) The contestant selected Little Miss Peanut must agree to clear all public appearances through the Festival office. All appearance requests must be in writing.

(E) All Little Miss Contestants must participate in the following to be a bona fide contestant: Pageant Rehearsals - as required; Judges' Interviews; and all designated Pageant activities. No makeup will be allowed during any pageant rehearsals, judges' interviews, pageant-related activities or during the Little Miss Peanut Festival Pageant.

(F) The point system to select Little Miss Peanut is as follows:

| | |
|----------------------------------|------|
| Community Service Cover Sheet | 10 % |
| Interview | 40 % |
| Stage Personality and Appearance | 50 % |

(5) Local Pageant agrees as follows with respect to the winner of local contest:

(A) To provide her with transportation to and from Dothan, Alabama, for the Little Miss Peanut Pageant, workshops, rehearsals and parade, and to insure her arrival no later than the time and date determined by the Festival.

(B) To require her to furnish Festival with applications, photos and all other necessary requirements no later than 4:00 p.m. on **Friday, July 11, 2025.**

(6) General provisions:

(A) Festival owns all rights and proprietorships in and to the names and service marks "Little Miss National Peanut Festival" and "Little Miss National Peanut Festival Pageant".

(B) It is understood and agreed by and between the parties hereto that this franchise shall automatically terminate upon the selection of Little Miss National Peanut Festival in 2025, unless renewed in writing by the parties hereto for the next succeeding year. For each succeeding year, and any year thereafter, this franchise will automatically terminate unless renewed as aforesaid. **Each year the National Peanut Festival requires a letter from the town, county or school represented in the pageant. This letter states the contact person for the organization that is directing the local pageant. Only those whom we have received letters from are qualified to receive franchise information. If the town, county or school changes their director after receipt of their letter, they will need to notify us by e-mail the name of the new director for the organization. Failure to comply with these rules could disqualify the town, county or school from competing. The Festival will rely upon said organization to resolve any matters relating to their local pageant.**

(C) This franchise may not be terminated by either party during the franchise period without good cause, and only then by sending written notice to the other party no less than thirty (30) days before the anticipated termination date setting forth the reasons for the decision to terminate the franchise. Any dispute resulting there from shall be resolved pursuant to paragraph 6 (H) thereof.

(D) This contract may not be assigned by Local Pageant to any person, nor can Local Pageant delegate to any other person(s) the rights and privileges herein granted or responsibilities hereby undertaken.

(E) It is understood and agreed that Festival reserves the right at any time during the franchise period to change, amend, or eliminate any rules or policy pertaining to the production requirements, administrative procedures and/or rules and regulations which Festival determines to be reasonably necessary for the general welfare of the National Peanut Festival Pageant.

(F) The terms and conditions of this franchise agreement are made necessary in order to give every contestant an equal opportunity to compete for the title of Little Miss National Peanut Festival, and the parties hereto recognize and agree that Local Pageant and Festival are two independent organizations, and no agency relationship is created by the provisions of this franchise agreement.

(G) Local pageant does hereby agree to indemnify and completely save harmless Festival for any claims as the result of, or arising from, any debt, obligation or liability imposed upon or asserted against Festival arising out of any transaction or occurrence in connection with the activities of Local Pageant under this franchise or otherwise in the conduct of the local contest now authorized in writing by Festival.

(H) Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be submitted to arbitration in accordance with the rules of the American Arbitration Association before an arbiter selected by said association. Said arbitration shall be held in Dothan, Alabama. Both parties agree to be bound by the decision of said arbitrator, and judgment thereof shall be entered in any court of competent jurisdiction.

(I) This constitutes the entire agreement between the parties, and the same shall not be changed or altered except in writing.

By my signature below, I hereby understand and agree to all terms and conditions of the above stated franchise agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the _____ day of _____, 2025.

NOTARY:

Date Commission Expires

SPONSORING ORGANIZATION OFFICIAL
BY _____

NATIONAL PEANUT FESTIVAL, ASSN., INC.

BY _____