

**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 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 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 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 that it bear the title of Miss _____, for the selection of a candidate to compete in the Miss National Peanut Festival Pageant for the year 2025, to be conducted by Festival for the selection of the 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) Provide for the mention of the scholarship awards which the Festival sponsors in all the promotional material distributed in connection with the conduct of the said local contest.

(C) Insure that all local pageants are sponsored by a non-profit organization, school, civic or fraternal club and that the pageants was held not before **February 22, 2025 and not after April 26, 2025.**

(D) Pay to the Festival the sum of \$700 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 shall not be refundable and will be considered a Pageant Scholarship Donation.**

(E) Local Pageant sponsoring a contestant in the National Peanut Festival Pageant must make arrangements for a float for the use of its contestant in the parade to be held on **October 25, 2025.** You may wish to share this expense with the sponsor of your local Little Miss Pageant or with another community. **Neither the parents nor the contestants are responsible for the expense of**

the float. Failure of the sponsoring organization to pay for the costs of the 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 for the Festival Float Builder to build their float will receive additional 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 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 Miss National Peanut Festival Pageant until Local Pageant has paid any and all bills outstanding to Festival or Float Builder. Fees must be paid by the Local Pageant Sponsor.

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

(A) All contestants must be at least 16 years of age and not over 19 years of age on the date of the Miss National Peanut Festival Pageant Preliminaries (**October 17, 2025**) and must bear the title of a city, community, county, school or town, whether incorporated or unincorporated within a peanut producing state.

(B) All contestants must have won a previous CLOSED pageant. A CLOSED pageant must limit participants to individuals who reside or **physically 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 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 **physically attend** school in said county. *Students who are taking virtual classes or are home schooled, will be required to provide a letter stating the school district they have been assigned. 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. If the contestant is taking Online classes only at a school outside your designated zoning area, this does not qualify a contestant to compete in that area. *Dual Enrollment Students: Dual enrollment students can only participate in the town/county of the high school they are enrolled in or the town/county that they physically live in. (Example: a Slocomb High School Dual Enrollment student attending Wallace Community College (even in person) is not eligible to compete in the town/county of WCC.

(C) A minimum of three (3) eligible contestants must participate in preliminary pageant to select representative to participate in the Miss National Peanut Festival pageant.

(D) A contestant shall not have competed previously in the Miss National Peanut Festival Pageant.

(E) Contestants must be of good moral character. Contestants must be single; never been married or had a marriage annulled. Contestants must not be pregnant or given birth to a child. They must be clear of any pending judicial case(s) filed and never convicted of any crimes. If any of these conditions changes, the contestant must notify their local pageant sponsor immediately and should understand that this will affect their eligibility. Any and all issues regarding the moral character of a contestant should be handled by the local sponsor.

(F) Consumption of alcoholic beverages and the use of tobacco products by participants will not be allowed at any pageant related event. Presence of any of these products at any pageant related event could result in removal from the pageant.

(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 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 **July 11, 2025**.

(6) **Grading System:**

Stage Presence/Evening Gown 10%

The elements taken into consideration are posture, carriage, poise and overall appearance.

Judges Personal Interviews 50%

The first interview is a panel interview by the judges and the second interview is one on one with the judges. Judges will be looking for qualities such as being natural and the contestant's ability to answer questions about their goals and achievements, current events and general information.

Knowledge of Peanuts 10%

A booklet with information about peanuts will be given to each contestant by Alabama Peanut Producers. Contestants will have several weeks to study the information and then be tested on information in the booklet. The test will be graded by authorities in the peanut industry. There will be a combination of true and false, multiple choice, fill in the blank and essay questions. Alabama Peanut Producers gives a \$1,000 scholarship to the person who scores highest on this portion of the competition.

Verbal Communication on Community Service 20%

The verbal portion will consist of a live 30 second presentation about the contestant's community service projects. When judging verbal, the elements taken into consideration are clarity, delivery, posture, carriage, poise and overall appearance and presentation.

Written Communication 10%

This is an extemporaneous essay. The contestant will have thirty minutes to complete the essay. The judging criteria will include content, grammar (spelling and punctuation) and overall composition skill.

Note: When the **Top Twelve** contestants are selected, judges will discard all scores and revert to a zero point base. The **Top Twelve** contestants will then re-compete in the verbal and evening gown competitions.

(7) General provisions:

(A) Festival owns all rights and proprietorships in and to the names and service marks "Miss National Peanut Festival" and "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 Miss National Peanut Festival in 2025 unless renewed in writing by the parties hereto for the next succeeding year. For such 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 for their area. Only those whom we have received letters from have qualified to receive this franchise information. If the pageant director changes after receipt of their letter, they must notify the NPF 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 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 Miss National Peanut Festival Pageant.

(F) The terms and conditions of this franchise agreement are made necessary in order to give each contestant an equal opportunity to compete for the title of Miss National Peanut Festival, 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 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:

SPONSORING ORGANIZATION OFFICIAL
BY _____

Date Commission Expires

ATTEST;

NATIONAL PEANUT FESTIVAL, ASSN., INC.
BY _____