

# 2010 SPONSOR CONTRACT

**SUSAN G. KOMEN FOR THE CURE®**

**KOMEN MARYLAND RACE FOR THE CURE®**

Date \_\_\_\_\_ Contact Person \_\_\_\_\_

Email \_\_\_\_\_

Name of Company, Organization, or Institution \_\_\_\_\_

Print name exactly as it should appear in publication \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Tax I.D. or SSN# \_\_\_\_\_

## VALUE OF CONTRIBUTION:

- 1. Cash \$ \_\_\_\_\_
  - 2. Gifts In-Kind (fair market estimated value) \$ \_\_\_\_\_  
*Please attach a copy of appraisal if item value exceeds \$1,000*
  - 3. Media, at fair market value \$ \_\_\_\_\_
- TOTAL CONTRIBUTION** \$ \_\_\_\_\_

*For gifts in-kind, please describe the item or service for tax and/or publicity purposes. Attach a photo, if possible. Include size, color, model, dimensions, etc.*

## DONATION FOR THE KOMEN MARYLAND RACE FOR THE CURE

### RACE SPONSORSHIP

- Presenting Sponsor \$50,000
- Diamond Sponsor \$30,000
- Gold Sponsor \$20,000
- Media Sponsor \$20,000
- Kids for the Cure \$15,000
- Silver Sponsor \$10,000
- Pink Loves Green Sponsor \$7,500
- Crystal Sponsor \$5,000
- Friend Sponsor \$2,500

### RACE DAY NEEDS

- Power
- Refrigeration
- Technical assistance for setup
- Use of table in sponsor village
- Other

### PLEASE SEND SIGNED CONTRACT TO:

Komen Maryland Race for the Cure, 200 East Joppa Road, Suite 407, Towson, MD 21286, Attention: Marcie Clark, by June 1, 2010 for inclusion in print materials.

**SIGNED CONTRACT DEADLINE JUNE 1, 2010**

## RACE SPONSORSHIP AGREEMENT

This agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date") between the Maryland Affiliate of Susan G. Komen Breast Cancer Foundation, Inc., d/b/a the Maryland Affiliate of Susan G. Komen for the Cure® ("Affiliate") and \_\_\_\_\_ ("Sponsor") to set forth the terms and conditions upon which Sponsor agrees to be a local sponsor of the 2010 Komen Maryland Race for the Cure® ("Race"). The Standard Terms and Conditions set forth on the reverse-side of this Agreement (the "Standard Terms and Conditions") are incorporated herein and made a part of this Agreement.

**1. General.** The Race is part of the Komen Race for the Cure® series, a national series of 5k and 1-mile runs/fitness walks. The Race is conducted by Affiliate on behalf of and pursuant to an agreement with the Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure ("Komen") to promote and fulfill its mission to eradicate breast cancer as a life-threatening disease. Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section 501(c)(3), federal tax identification number 52-2053491.

**2. Term.** This Agreement will begin on the Effective Date set forth above and end on October 3, 2010, the scheduled date for completion of the Race ("Term"), subject to certain exceptions as set forth herein.

**3. Race Date.** Affiliate will use its good faith diligent efforts to conduct the Race on Sunday, October 3, 2010.

**4. Komen Licensed Marks. Affiliate is a licensee of Komen and hereby grants Sponsor at the Presenting and Diamond levels, a limited, non-exclusive sublicense to use the Maryland Affiliate of Susan G. Komen for the Cure name, Komen Race for the Cure® name and accompanying logo service marks ("Affiliate Licensed Marks") solely to promote Sponsor's sponsorship of the Race and Race-related events during the Term of this Agreement.** Sponsor shall not change or alter the Affiliate Licensed Marks in any way. Sponsor shall not sublicense or transfer the use of the Affiliate Licensed Marks to any person or entity. Sponsor will present to Affiliate, for its prior approval, any item or material that uses or refers to the Affiliate Licensed Marks. All advertising and promotional materials may only be used in the Maryland area and should refer to Sponsor's relationship to the Race in the following form: "Local Sponsor of the Komen Maryland Race for the Cure®." Sponsor shall not use the Affiliate Licensed Marks in advertisements or promotions that contain a reference to any entity which is not a local or national Race sponsor. Sponsor acknowledges and agrees that any materials, advertisements, promotional items, brochures, signage or other Komen-branded items provided by Affiliate may not be used, reproduced, distributed or disseminated except as specifically authorized by Affiliate and solely in accordance with Komen's standard terms of use, as may be amended from time to time.

**5. Sponsor Licensed Marks.** Sponsor grants Affiliate a limited, non-exclusive license to use Sponsor's name, logo, service marks and trademarks ("Sponsor Licensed Marks") solely for including Sponsor in listings and descriptions of Race sponsors during the Term of this Agreement. Affiliate shall not sublicense or transfer the use of the Sponsor Licensed Marks to any person or entity without the prior written consent of Sponsor.

**6. Sponsorship Benefits/Payment.** Sponsor shall pay its entire sponsorship fee on or before September 15, 2010, and failure to do so shall result in a forfeiture of Sponsor's sponsorship rights. Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations as credit toward Sponsor's sponsorship fee. To comply with IRS requirements, we wish to advise you that the tax-deductible amount of your contribution for Federal Income tax purposes is limited to the excess of the amount of money plus the value of any non-cash property contributed by you over the value of the goods and services provided by Affiliate. Affiliate will provide you with the total value of any goods and services provided as part of your sponsorship. **Sponsor Benefits can not be reassigned, shared or transferred. Affiliate must approve all promotional giveaways. In the event Sponsor has a presence at the Race, Sponsor shall present to Affiliate for prior approval all items that are to be distributed by Sponsor at the Race.**

**7. Race Cancellation.** Neither Komen nor Affiliate shall be responsible for damages that result from delays or postponements of the Race due to circumstances beyond their reasonable control. In the event that the Race does not take place, Sponsor's sponsorship fee as set forth above shall be treated as a donation to Affiliate and shall not be refunded.

**8. Insurance.** Sponsor shall comply with the insurance requirements set forth in the Standard Terms and Conditions, including providing certificates of insurance to the extent applicable.

**9. Indemnification.** Each party (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee," and in the event Affiliate is the Indemnitee, such term to include Komen) from and against any and all costs, losses, demands, claims or expenses (including court costs and reasonable attorneys' fees) whatsoever brought by a third party against, or incurred by, the Indemnitee arising from: a) the negligence, intentional or willful misconduct of the Indemnitor; b) Indemnitor's performance or failure to perform pursuant to this Agreement; or c) any claim arising out of, or in connection with, any service or product sold or obligations hereunder provided by the Indemnitor in connection with the Race.

**10. Governing Law.** This Agreement shall be governed by the laws of the State of Maryland (excluding the principles of conflict of laws).

**AGREED AND ACCEPTED:  
SPONSOR**

**THE MARYLAND AFFILIATE OF SUSAN G. KOMEN FOR THE CURE®**

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

## STANDARD TERMS AND CONDITIONS

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**1. Survival After Termination.** Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 2, 3, 9 (Indemnification) (on the face of this Agreement), 6, 8, 9, 11, and 14 shall survive termination of this Agreement.

**2. Sponsor Marks.** Sponsor represents and warrants that it owns the Sponsor Licensed Marks and Affiliate's use of such marks in accordance with the terms of this Agreement shall not infringe on the rights of any third party. It is Sponsor's responsibility to inform Affiliate of any changes in the Sponsor Licensed Marks that occur following execution of this Agreement. Upon notice of such changes, Affiliate shall make good faith efforts to make the necessary changes to new Race materials it creates, but shall not be required to make any changes to any Race materials that have already been created or are in the process of being created at the time such notice is given.

**3. Confidentiality.** Each party agrees to hold in strict confidence, during and for three (3) years after the term of this Agreement, all information, material, and data that have been disclosed one to the other during the term of this Agreement and is marked "Confidential", including the terms of this Agreement (other than Sponsorship Levels). Each party agrees that it will not use any such confidential information of the other party for any purpose not directly associated with the former party's obligations hereunder, without prior approval from the other party; provided, however, that each party may disclose such information without prior approval if required by law or court order.

**4. Waiver of Indirect, Special and Consequential Damages.** In no event shall either party be liable to the other party for any indirect, special, or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses) arising out of or in connection with this Agreement or its subject matter, regardless of whether such party knows or should know of the possibility of such damages. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including, but not limited to, negligence), or any other grounds, regardless of the form of action.

**5. Insurance.** (A) Sponsor shall maintain during the term of this Agreement commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence to cover liability for bodily injury, property damage, death and advertising injury arising out of Sponsor's activities in connection with the Race. (B) In the event (i) Sponsor's contribution includes an in-kind donation; and/or (ii) Sponsor (or its products) has a physical presence at the Race (excluding signage), Sponsor shall maintain during the term of this Agreement the following insurance in addition to the insurance coverage required in Subsection (A) above: (a) workers' compensation insurance in the amount required by the law of the state(s) in which the party's workers are located and employers liability insurance with limits of not less \$1,000,000.00; (b) business automobile liability insurance with a minimum combined single limit of \$1,000,000.00 covering all owned, hired, rented, subcontracted and non-owned vehicles and equipment used by Sponsor; and (c) excess/umbrella insurance, excess to the insurance coverage required in Subsections (A) [general liability insurance] and (B)(b) [business automobile liability insurance] above, with a limit of not less than \$5,000,000.00. Sponsor's workers' compensation insurance shall include a waiver of subrogation in favor of Komen and Affiliate with respect to any losses arising from work performed by or on behalf of Sponsor. In the event a Sponsor is subject to the insurance requirements of this Subsection (B), Sponsor agrees to name Komen and Affiliate as additional insureds on its commercial general liability insurance policy and any other policies required under this Subsection (B), solely with respect to the Race. Sponsor shall furnish a certificate of insurance to Affiliate showing that such insurance policies are in place within thirty (30) days after the Effective Date of this Agreement. Furthermore, in the event a Sponsor is subject to the insurance requirements of this Subsection (B), Komen or Komen Affiliate shall name Sponsor as an additional insured on its commercial general liability insurance policy solely with respect to the Race(s) upon written request from such Sponsor. Unless due to the gross negligence or willful misconduct of either Komen or Affiliate, neither Komen nor Affiliate shall be responsible for any loss or damage to Sponsor's property. (C) All insurance coverage shall be placed with insurers who have an AM Best's Insurance rating of A-VII or better. The minimum amounts of insurance coverage required in this Section 5 shall not be construed to create a limit of Sponsor's liability with respect to its indemnification obligations under this Agreement.

**6. Relationship of Parties.** The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other and such parties have no legal relationship other than as contracting parties to this Agreement. All individuals provided by or associated with Sponsor who perform services at the Race shall perform such services at the direction of, under the supervision and control of, and for the benefit of Sponsor. Such individuals shall not perform such services on behalf of Affiliate and shall

not be agents or representatives of Affiliate. Sponsor shall be responsible, as between Sponsor and Affiliate, for any injuries or damages caused by or to said individuals.

**7. Assignment.** Sponsor may not assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of Affiliate. Any attempt to assign this Agreement in contravention of this Section 7 shall be void and of no force and effect.

**8. Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with thirty (30) days' prior written notice to the other party. The dispute shall be submitted to mediation in the city in which Affiliate's principal place of business is located. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that either party believes that immediate injunctive relief is required to protect its Marks, such party may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute. In addition, notwithstanding anything to the contrary in this Agreement, Affiliate may require the removal of the Affiliate Licensed Marks at any time from any materials developed in connection with the Race if Affiliate determines that the Affiliate Licensed Marks are being used inconsistently or in violation of this Agreement.

**9. Venue.** With respect to any suit arising out of or in connection with this Agreement that is not resolved under Section 8 of this Agreement, each party consents and submits to the exclusive jurisdiction of competent state and federal courts in the State of Maryland for any litigation or dispute arising under this Agreement and to the venue of such litigation or dispute in the city or county in which Affiliate's principal place of business is located.

**10. Notice.** Any notice hereunder shall be in writing and shall be effective (i) when personally delivered or when transmitted via facsimile with receipt confirmed; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five business days following deposit in the United States mail, postage prepaid, registered or certified. All notices shall be forwarded to the address of each party listed on Page 1 of this Agreement.

**11. Entire Agreement.** This Agreement shall constitute the entire agreement of Sponsor and Affiliate to be binding upon the parties as of the Effective Date. This Agreement supersedes any prior understandings or oral agreements between Sponsor and Affiliate regarding the Race and constitutes the entire understanding and agreement between the parties with respect to the Race. There are no agreements, understandings, representations or warranties between the parties other than those set forth in this Agreement. Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; and this Agreement shall not otherwise be affected.

**12. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

**13. Inconsistencies.** If there are any inconsistencies between the terms on the face of this Agreement and the terms set forth in the Standard Terms and Conditions, the terms of the Standard Terms and Conditions shall prevail and govern.

**14. No Third Party Beneficiary; Exception.** Except as set forth in the immediately following sentence, there shall be no third party beneficiaries of this Agreement. Sponsor and Affiliate agree that Komen shall be a third party beneficiary of this Agreement.