

**Susan G. Komen for the Cure Greater Fort Worth Affiliate
2012 Race for the Cure® Sponsor Agreement**

Date: _____

Name of Company, Institution or Individual: _____

Contact Person: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

E-Mail: _____ Tax I.D. or SS# (required): _____

Do you want booth space at the Race? (\$5,000 and up) Yes No Will your organization form a team? Yes No

Cash Contribution Amount:

- | | | |
|-----------------------------------|-----------------------------------|----------------------------------|
| <input type="checkbox"/> \$60,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$3,000 |
| <input type="checkbox"/> \$45,000 | <input type="checkbox"/> \$10,000 | <input type="checkbox"/> Other: |
| <input type="checkbox"/> \$30,000 | <input type="checkbox"/> \$5,000 | \$ _____ |

FOR OFFICE USE ONLY:

This contribution qualifies the sponsor to receive benefits and recognition at the _____ level.

In-Kind Contribution: *(Items must be approved by Komen prior to production. Attach a list if more than three items.)*

<u>Item</u>	<u>Quantity</u>	<u>Retail Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

DONATION ITEMS: Description of item(s) or service(s) for tax and/or publicity purposes (Attach a photo if possible. Include size, color, model, dimensions, etc.) Please attach a copy of appraisal if item value exceeds \$1,000.

TERMS AND CONDITIONS: This contract is subject to the terms and conditions stated on the reverse side of this document. Contributor has read, understands and agrees to be bound by these terms as a condition of contribution.

DONOR: _____

(Print name exactly as it should appear in publications)

(Print name of Donor and Title, if applicable)

Please make checks payable to Komen Greater Fort Worth Race for the Cure®.

Payment Enclosed Partial Payment Enclosed Payment Will Be Made By: _____
(Date)

Sponsorship commitment must be received by December 16, 2011 to ensure inclusion in all applicable printed materials.

NOTE: Full payment is due by April 12, 2012, unless special payment schedule has been approved by the Affiliate. Your support is sincerely appreciated. Proceeds benefit breast cancer research, education, screening and treatment. Donations are tax deductible to the full extent allowed by law. The Susan G. Komen for the Cure® is a non-profit organization with section 501(c)(3) status for tax purposes, and is governed by a Board of Directors.

Komen Greater Fort Worth
Ann Greenhill, Executive Director

Date

Signature of Sponsor

Date

TERMS AND CONDITIONS

This agreement ("Agreement") is entered into this _____ day of _____, 20__ ("Effective Date") between the Greater Fort Worth 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 2012 Komen Greater Fort Worth Race for the Cure® ("Race").

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 the Affiliate on behalf of and pursuant to an agreement with the Susan G. Komen Breast Cancer Foundation d/b/a Susan G. Komen for the Cure ("Organization") to promote and fulfill its promise to save lives and end breast cancer forever by empowering people, ensuring quality care for all and energizing science to find the cures. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section §501(c)(3), federal tax identification number 75-2445070.

2. **Term.** This Agreement will begin on the Effective Date set forth above and end on April 4, 2012 the scheduled date for completion of the Race ("Term").

3. **Race Date.** Affiliate will use its best efforts to conduct the Race on Saturday, April 14, 2012

4. **Komen Licensed Marks.** The following applies ONLY if Sponsor is a Local Presenting or Platinum Level sponsor: Affiliate is a licensee of the Organization and hereby grants Sponsor a limited, non-exclusive sub-license to use the Greater Fort Worth 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 the Race and Race-related events during the Term of this Agreement. Sponsor shall not sublicense or transfer the use of the Affiliate Licensed Marks to any person or entity without the prior written consent of Affiliate. 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 Fort Worth area and should refer to Sponsor's relationship to the Race in the following form: "Local Sponsor of the Komen Greater Fort Worth 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.

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 receive the sponsorship benefits set forth in the 2012 Komen Greater Fort Worth Race for the Cure Sponsorship Brochure. Sponsor shall pay its sponsorship fee as follows: Sponsor shall pay its entire sponsorship fee on or before April 12, 2012, 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 the Greater Fort Worth Affiliate. The Affiliate will provide you with the total value of any goods and services provided as part of your sponsorship.

7. **Race Cancellation.** Neither Organization 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 the Affiliate and shall not be refunded.

8. 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(s).

(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 a 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 Komen and Komen 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 Komen 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(s). Sponsor shall furnish a certificate of insurance to Komen 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 Komen Affiliate, neither Komen nor Komen 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 8 shall not be construed to create a limit of Sponsor's liability with respect to its indemnification obligations under this Agreement.

9. **Relationship/Entire Agreement.** The parties to this Agreement have no legal relationship other than as contracting parties to this Agreement. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements.

10. **Indemnity.** Each party agrees to indemnify and hold the other harmless from and against any and all expenses, including reasonable attorneys' fees, that the other party may incur by reason of any claim arising out of the indemnifying party's negligence, intentional misconduct performance or failure to perform pursuant to this Agreement, or any service or product sold or provided by the indemnifying party in connection with the Race. All individuals provided by or associated with Sponsor who perform services at the Race event 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 Organization or Affiliate and shall not be agents or representatives of Organization or Affiliate. Sponsor shall be responsible, as between Sponsor and Organization and Affiliate, for any injuries or damages caused by or to said individuals.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.