



2011 Race for the Cure® Corporate Sponsorship Agreement

Name of Company: _____

Contact Person: _____

Address: _____

City _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Corporate Team- Team Captain- Name: _____ Phone: _____

Would like to provide volunteers

Would like to distribute Race Entry Forms – Contact Name _____

Please check Sponsor Level:

_____ Local Presenting \$50,000 _____ Hope \$35,000 _____ Courage \$25,000 _____ Spirit \$10,000 _____ Belief \$5,000

_____ Friend \$2,500 _____ Patron \$1,000 _____ Water Station \$1,500 _____ Trophy \$500-\$999 _____ Other(In-kind)

Donation:

Check, Enclosed: \$ _____ (Please make check payable to **Komen Tri-Cities Race for the Cure®**)

Please Invoice Me

In-Kind: Donation of: _____

Valued at \$ _____

Please print company name and web address exactly as it should appear on all materials

Name: _____

Web Address: _____

Sponsor shall pay its entire sponsorship fee on or before March 31, 2012. Sponsorship contract must be received by August 15, 2011 to insure inclusion in all printed materials.

Mail Contract and Payment To: Komen Tri-Cities Race for the Cure®
301 Louis Street, Ste. 304 * Kingsport, TN 37660 * 423-765-9313 * Fax 423-765-9314
www.komentricities.org

Signature of Sponsor and Title

Date

Komen Tri-Cities Race for the Cure Representative and Title

Date

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



2011 Race for the Cure® Corporate Sponsorship Agreement

Terms and Conditions:

This agreement ("Agreement") is entered by and between the Tri-Cities 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 2011 Komen Tri-Cities 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 ("Foundation") to promote and fulfill its mission to end breast cancer as a life-threatening disease. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section 501(c)(3), federal tax identification number 84-1689067.

2. Term. This Agreement will begin on the Effective Date set forth above and end on October 31, 2011, the scheduled date for completion of the Race ("Term").

3. Race Date. Affiliate will use its best efforts to conduct the Race on October 23, 2011.

4. Komen Licensed Marks. Affiliate is a licensee of the Foundation and hereby grants Sponsor a limited, non-exclusive sub-license to use the Tri-Cities 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 Tri-Cities service area and should refer to Sponsor's relationship to the Race in the following form: "Local Sponsor of the Komen Tri-Cities 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 prior written consent of Sponsor.

6. Sponsorship Benefits/Payment. Sponsor shall receive the sponsorship benefits set forth on Attachment "A", Sponsorship Brochure to this Agreement. Sponsor shall pay its sponsorship fee as follows: Tri-Cities Affiliate of Susan G. Komen, 301 Louis Street, Ste 304 Kingsport, TN 37660.

7. Race Cancellation. Neither Foundation 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. Each party shall maintain, during the Term of this Agreement, insurance in an amount sufficient to cover liability for bodily injury, property damage and death arising out of the party's activities in connection with activities which are the subject of this Agreement. Each party shall furnish a certificate of insurance to the other party showing that such insurance policies are in place within thirty (30) days after the Effective Date of 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 Foundation or Affiliate and shall not be agents or representatives of Foundation or Affiliate. Sponsor shall be responsible, as between Sponsor and Foundation 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 Tennessee.