

# SUSAN G. KOMEN RACE FOR THE CURE® SPONSORSHIP CONTRACT (S)

This agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008/9 ("Effective Date") between the Quad 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 2009 Komen Quad Cities Race for the Cure® ("Race"). **Contract Due February 15, 2009.**

Name of Sponsor (for promotional materials): \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

- 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 Susan G. Komen for the Cure ("Organization") to promote and fulfill its mission to eradicate 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 75-2844660.
- Term.** This Agreement will begin on the Effective Date set forth above and end on June 13, 2009 the scheduled date for completion of the Race ("Term").
- Race Date.** Affiliate will use its best efforts to conduct the Race on June 13, 2009.
- Komen Licensed Marks.** To use the Komen logo, permission must be obtained from the Q.C. Affiliate from Komen headquarters prior to licensing any of the marks.)
- 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.
- Sponsorship Benefits/Payment.**

## Cash Gift (See Attachment A-Benefit levels)

- |  |  |
|--|--|
| <input type="checkbox"/> Presenting Partner - \$50,000 | <input type="checkbox"/> Bronze - \$5,000      |
| <input type="checkbox"/> Platinum Partner - \$30,000   | <input type="checkbox"/> Underwriter - \$2,500 |
| <input type="checkbox"/> Gold Partner - \$15,000       | <input type="checkbox"/> Friend - \$1,000      |
| <input type="checkbox"/> Silver Partner - \$10,000     | <input type="checkbox"/> Other Amount \$ _____ |

- |   |
|---|
| <input type="checkbox"/> General Race Sponsor                           |
| <input type="checkbox"/> Water Station - \$400                          |
| <input type="checkbox"/> Course Control - \$400                         |
| <input type="checkbox"/> Booth only ( <i>no sales allowed</i> ) - \$500 |

**Gift in Kind:** (levels of sponsorship are same as in cash gift category)

**Estimated Value of Gift In-Kind:** \$ \_\_\_\_\_

**NOTE:** *GIK must offset an expense.*

**Provide detailed description of Gift-in-Kind** (please attach additional breakdown to contract):

Facility Rental: \$ \_\_\_\_\_ Product Cost: \$ \_\_\_\_\_ Staff Time: \$ \_\_\_\_\_  
Supplies/Printing: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

*Sponsor shall pay its entire sponsorship fee on or before April 15, 2009, 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 Quad Cities Affiliate. The Affiliate will provide you with the total value of any goods and services provided as part of your sponsorship.

- 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.** Each party shall maintain, during the Term of this Agreement, insurance in an amount sufficient to cover liability for bodily injury, property damage, death, and *advertising injury* arising out of the party's activities in connection with the 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.

Please check one-

- Cash Donation or Media- No Certificate of Insurance Required
- Goods or Services - Certificate of Insurance Required
- Non-Applicable - i.e. Gift Certificates

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 Illinois.

**AGREED AND ACCEPTED:**

**SPONSOR**

**THE QUAD CITIES AFFILIATE OF  
SUSAN G. KOMEN FOR THE CURE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

( ) Yes! My company is interested in forming a corporate team to participate in the Race. Please contact (name) \_\_\_\_\_ at (telephone #) \_\_\_\_\_ with more information.

**Please make checks payable to: Komen Quad Cities Race for the Cure®.**  
Mailing address: 1227 E. Rusholme, Davenport, IA 52803

\_\_\_\_ Payment Enclosed    \_\_\_\_ Partial Payment Enclosed    \_\_\_\_ Send invoice

*Your support is sincerely appreciated.*

*Proceeds benefit breast cancer research, education, screening, and treatment for women in the Greater Quad City area. This Agreement will begin on the Effective Date set forth above and end on Saturday, June 13, 2009, the scheduled date for the completion of the Race. This includes the counties of Cedar, Clinton, Muscatine, and Scott in Iowa and Henry, Mercer, Rock Island, and Whiteside in Illinois.*

*If you have any questions, please contact the Race office at 563-421-CURE (2873)  
or toll-free 1-877-CURE (2873).  
Fax: 563-421-1929  
or contact us by e-mail at [qcracefortheure@genesishealth.com](mailto:qcracefortheure@genesishealth.com)*

Comments: \_\_\_\_\_  
\_\_\_\_\_