



Presented by



This agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 ("Effective Date") between the Florida Suncoast 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 Florida Suncoast Race for the Cure® ("Race").

Sponsor Name \_\_\_\_\_ (as it should appear in publications)

Sponsor Contact \_\_\_\_\_

Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Traditional Sponsorship**

- Local Presenting Sponsor (\$35,000)
- Diamond (\$20,000)
- Silver (7,500)
- Patrons & Friends (\$1,000)
- Finish Line (\$25,000)
- Platinum (\$15,000)
- Bronze (\$5,000)
- Media (minimum \$25,000)
- Gold (\$10,000)
- Crystal (\$2,500)

**In-Kind & Media details (check type of in-kind and provide a description for in-kind or media)**

- Advertising
- Auction Items
- Food/Beverage
- Pledge Awards
- Port-a-Potties
- Postage/Shipping
- Printing
- Race Packet Fulfillment
- Signage
- Other

Description of In-kind donation or Media coverage \_\_\_\_\_

**Targeted Sponsorship**

- T-shirt Sleeve (\$12,500)
- Survivor Lounge (\$7,500)
- Registration (\$5,000)
- Pink Goes Green (\$5,000)
- 10K Race Start Line (\$10,000)
- Kids Korner (\$7,500)
- Sleep in for the Cure (\$5,000)
- Mile Marker (\$500)
- Water Station (\$500)
- Information (\$7,500)
- Co-Survivor Circle (\$7,500)
- 5K Race Start Line (\$5,000)
- Kids Age Group Race (\$150)

**Value of Sponsorship Contributions (complete all that apply)**

Cash \$ \_\_\_\_\_ In-kind donation (retail value) \$ \_\_\_\_\_ Media coverage valued at \$ \_\_\_\_\_

Total Contribution \$ \_\_\_\_\_

Please complete this Sponsorship agreement by June 12, 2009 by reading the terms and conditions and signing below. Sponsorship agreements can be signed after June 12th but some sponsor benefits may not be available.

1. Mail or Fax this sponsorship form to: Komen Florida Suncoast Race for the Cure  
P.O. Box 14452 • St. Petersburg, Florida 33733  
Fax: 727-823-7026
2. For cash sponsorships - Make check payable to Komen Florida Suncoast Race for the Cure®  
Full Payment due no later than August 1, 2009

**AGREED AND ACCEPTED: (See terms and conditions on back)**

**SPONSOR**

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

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

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

**THE FLORIDA SUNCOAST AFFILIATE OF THE SUSAN. G. KOMEN BREAST CANCER FOUNDATION**

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

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

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

# Terms and Conditions

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 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 number 75-2870702.
2. **Term.** This Agreement will begin on the Effective Date set forth above and end on October 3, 2009, the scheduled date for completion of the Race (“Term”).
3. **Race Date.** Affiliate will use its best efforts to conduct the Race on October 3, 2009.
4. **Komen Licensed Marks.** Affiliate is a licensee of the Organization and hereby grants Local Presenting, Finish Line and Local Media Sponsors a limited, non-exclusive sub-license to use the Florida Suncoast 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 approval a minimum of thirty (30) days prior to anticipated use, any item or material that uses or refers to the Affiliate Licensed Marks. All advertising and promotional materials may only be used in the Florida Suncoast area and should refer to Sponsor’s relationship to the Race in the following form: “Local Sponsor of the Komen Florida Suncoast 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. For any sponsor that is not a Local Presenting, Finish Line or Local Media Sponsor, the Affiliate must obtain permission of Komen Headquarters prior to licensing any of the marks.
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 2009 Florida Suncoast Race for the Cure Sponsorship brochure. The Affiliate reserves the right to make non-material modifications those benefits from time-to-time.

Sponsor shall pay its entire sponsorship fee on or before August 1, 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.

In-kind contributions are encouraged for goods and services that the Race committee deems essential in the success of the event such as: food and beverages, equipment and supplies, printing and copying. In-kind contributions are credited to sponsorship according to the goods and services provided to the Race. For the purpose of determining sponsorship levels, In-kind donations may be valued at one-half their retail value. For tax purposes, the Contributor of the In-kind goods/services determines the value of the In-kind items. Race management and sponsors will determine and agree as to the value of In-kind contributions and level of sponsorship.

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 Florida Suncoast Affiliate. The Florida Suncoast Affiliate has estimated the value of the goods and services provided at \$30 for each complementary race entry and \$30 for each complementary Pink Martini ticket. Accordingly, any complimentary entries or tickets will be deducted from your total contribution for your deduction for Federal Income tax purposes.

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) For sponsors assembling or erecting temporary structures, each party shall maintain, during the Term of this Agreement, insurance in the amount of One Million Dollars per occurrence to cover liability for bodily injury, property damage and death arising out of the party’s activities in connection with the activities which are the subject of this Agreement. Sponsor agrees to name the Susan G. Komen Breast Cancer Foundation, Inc. and the Florida Suncoast Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. as Additional Insureds on its comprehensive general liability insurance policy solely with respect to the events and 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.
  - (b) For sponsors not assembling or erecting temporary structures, 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 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.
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 Florida.